

C.022.93024

CHATHAM  
COUNTY

BOARD OF  
COMMISSIONERS

MINUTES

**DCR-DAH-ARS-RSB**  
**Form IU-T4**

**THE FOLLOWING RECORDS  
ARE FILMED IN THE ORDER  
IN WHICH THEY WERE  
RECEIVED**

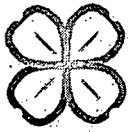
**CHATHAM COUNTY**

**BOARD OF  
COMMISSIONERS**

**MINUTES**

**VOLUME: 51**

**(NOVEMBER 7, 2005 –  
JANUARY 17, 2006)**



**ANALYST'S REPORT OF RECORDS RECEIVED FOR FILMING**

**Analyst:** Kurt Brenneman

**Date:** 5/16/2014

*Name of the county or municipality, or other public body:*

Chatham County

*Name of the board, council, department, or agency:*

Board of Commissioners

*Volume and page numbers included:*

Books 43-51

*Exact dates of the records included:*

11/4/2002 – 1/17/2006

Records are:  Minutes  Resolutions  Ordinances

Other: \_\_\_\_\_

Are these records in reverse order? No

The details above were compiled from:  Cover letters supplied by the originating office  
 Contact with the originating office  
 Examining the records

Person submitting the minutes for filming: Lindsay Ray

Notes: Some double-sided; nonstandard paper sizes

Department of Cultural Resources  
Division of Archives and Records  
Collections Services Section

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The records consist of: CHATHAM COUNTY  
BOARD OF COMMISSIONERS, MINUTES

The records begin with:

VOLUME: 51 DATE: NOVEMBER 7, 2005 PAGE: NOT CONSECUTIVE

and end with:

VOLUME: \_\_\_\_\_ DATE: \_\_\_\_\_ PAGE: \_\_\_\_\_

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**NOVEMBER**

**MINUTES**  
**CHATHAM COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**NOVEMBER 07, 2005**

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The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Building Auditorium, 45 South Street, located in Pittsboro, North Carolina, at 9:00 AM on November 07, 2005.

Present: Chairman Bunkey Morgan; Vice Chair, Tommy Emerson; Commissioners Patrick Barnes, Mike Cross, and Carl Outz, County Manager, Charlie Horne; County Attorney, Robert L. Gunn; Assistant County Manager, Renee Dickson; Finance Officer, Vicki McConnell; and Clerk to the Board, Sandra B. Sublett

The meeting was called to order by the Chairman at 9:00 AM.

**PLEDGE OF ALLEGIANCE AND INVOCATION**

Chairman Morgan invited everyone present to stand and recite the Pledge of Allegiance after which he delivered the invocation.

**AGENDA AND CONSENT AGENDA**

The Chairman asked if there were additions, deletions, or corrections to the Agenda and Consent Agenda.

Chairman Morgan asked that the minutes be removed from the Consent Agenda for discussion.

Commissioner Emerson moved, seconded by Commissioner Barnes to approve the Agenda and Consent Agenda with the noted request as follows:

1. ~~Minutes: Consideration of a request to approve Board Minutes for regular meeting held October 17, 2005 and Work Session held October 17, 2005~~

This item was removed from the Consent Agenda for discussion.

2. **Road Names:** Consideration of a request from citizens to approve the naming of private roads in Chatham County as follows:

A. Morgans End Way                      B. Foxwood Trail

The motion carried five (5) to zero (0).

3. **Tax Releases and Refunds:** Consideration of a request to approve tax releases and refunds, attached hereto and by reference made a part hereof.

The motion carried five (5) to zero (0).

4. **Purchase of Furniture for Communication Center:** Consideration of a request by the Enhanced 911 Committee to purchase new console furniture for the 911 Communication Center from Wright Line Technical Environmental Solutions in the amount of \$70,846.48

The motion carried five (5) to zero (0).

5. **Purchase and Update of Phone System for Communication Center and Emergency Operations Center:** Consideration of a request by the Enhanced 911 Committee to approve the purchase and installation of an updated 911 phone system for the 911 Communication Center from Positron Public Safety Systems Corporation in the amount of \$92,779.00; and



The motion carried five (5) to zero (0).

Consideration of a request by the Enhanced 911 Committee to approve the purchase and installation of a new administrative telephone system for the 911 Communication Center from TSM South, Inc. at a cost of \$88,727.00.

The motion carried five (5) to zero (0).

6. **Award of New Computer Aided Dispatch System:** Consideration of a request by the Enhanced 911 Committee to award the new "Computer Aided Dispatch" (CAD) contract to Positron Public Safety Systems Corporation in the amount of \$363,971.00 plus \$214,665.00 for the first five years of maintenance

The motion carried five (5) to zero (0).

7. **Purchase of Anti-Discharge Static Flooring:** Consideration of a request by the Enhanced 911 Committee to purchase new anti-discharge static flooring for the 911 Communication Center from Arnon Enterprises, Inc. at a cost of \$10,798.73

The motion carried five (5) to zero (0).

8. **Subdivision Sketch Design Approval of "Cedar Grove Subdivision, Phase IV):** Consideration of a request by MAC Development, LLC for subdivision sketch design approval of "Cedar Grove Subdivision, Phase IV (Lots 18 – 28), consisting of 11 lots on 43 acres, located off SR #1540, Jones Ferry Road, Baldwin Township

As per the Planning Department and Planning Board recommendation, sketch design approval of "Cedar Grove, Phase IV" was granted with the following conditions:

1. A temporary turnaround at the end of the Phase IV roadway, with an outside radius of 55 feet, shall be shown on the preliminary plat.

The motion carried five (5) to zero (0).

9. **Subdivision Preliminary Approval of "Scarlet Oak":** Consideration of a request by Christopher Homes, Inc. for subdivision preliminary approval of "Scarlet Oak", consisting of 7 lots on 12 acres, located off SR #1530, Polks Landing Road, Baldwin Township

As per the Planning Department and Planning Board recommendation, approval of the road name "Scarlet Oak Lane" and preliminary approval of the plat were granted as submitted.

The motion carried five (5) to zero (0).

10. **Subdivision Final Approval of "Cattail Creek":** Consideration of a request by PK Chatham for subdivision final approval of "Cattail Creek Subdivision", Lots 6 – 11", consisting of 6 lots on 14 acres, located off SR #1506, White Smith Road, Hadley Township

As per the Planning Department and Planning Board recommendation, final plat approval of Lots #6 - #11 of "Cattail Creek Subdivision" was granted with the following condition:

1. The plat not be recorded until the County Attorney has approved the financial guarantee.

The motion carried five (5) to zero (0).

11. **Ag Advisory Committee:** Consideration of a request to reappoint Abdul Chaudhry, PO Box 1019, Siler City, NC, to the Agriculture Advisory Board by Chairman Morgan

The motion carried five (5) to zero (0).

12. **Triangle J Committee Appointment:** Consideration of a request to appoint Mrs. Lorene Bradley, 3 Carolina Meadows, Apt. #310, Chapel Hill, NC, as the senior appointment to the Triangle J Committee

The motion carried five (5) to zero (0).

**END OF CONSENT AGENDA**

**BOARD OF COMMISSIONERS MATTERS**

The Chairman explained that the October 03, 2005 Southeast Chatham Water District and Southwest Chatham Water District minutes should have been approved by the board sitting as each individual water district board and that this will be a correction to the October 03, 2005 Board of Commissioners' minutes.

**Minutes:** Consideration of a request to approve Board Minutes for regular meeting held October 17, 2005 and Work Session held October 17, 2005

Commissioner Cross moved, seconded by Commissioner Outz, to approve board Minutes for regular meeting held October 17, 2005 and Work Session held October 17, 2005. The motion carried five (5) to zero (0).

**WATER DISTRICT BOARD MATTERS**

***Southeast Water District Board:***

Commissioner Barnes moved, seconded by Commissioner Outz, to recess as the Board of Commissioners. The motion carried five (5) to zero (0).

Commissioner Barnes moved, seconded by Commissioner Outz, to convene as the Southeast Water District Board. The motion carried five (5) to zero (0).

**Minutes Approval:** Consideration of a request to approve Southeast Water District Board Minutes for meeting held October 03, 2005

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve the Southeast Water District Board Minutes for meeting held October 3, 2005. The motion carried five (5) to zero (0).

Commissioner Emerson moved, seconded by Commissioner Outz, to adjourn as the Southeast Water District Board. The motion carried five (5) to zero (0).

***Southwest Water District Board:***

Commissioner Emerson moved, seconded by Commissioner Barnes, to convene as the Southwest Water District Board. The motion carried five (5) to zero (0).

**Minutes Approval:** Consideration of a request to approve Southwest Water District Board Minutes for meeting held October 03, 2005

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve the Southwest Water District Board Minutes for meeting held October 3, 2005. The motion carried five (5) to zero (0).

Commissioner Emerson moved, seconded by Commissioner Barnes, to adjourn as the Southwest Water District Board. The motion carried five (5) to zero (0).

Commissioner Emerson moved, seconded by Commissioner Barnes, to reconvene as the Board of Commissioners. The motion carried five (5) to zero (0).

### **PUBLIC INPUT SESSION**

**Jerry Polston**, 10860 NC Highway #42, Bennett, NC, stated that they had heard there was a proposed \$2,500 tuition fee to go to out-of-county children coming into the County. He stated that he is a Chatham County tax payer; that he pays an average of \$280.00 per each child he has in school; that in their area, this is a big concern because of the on-going debate with the Chatham County Board of Education that the children from Randolph County should not be allowed to come to the Chatham County Schools; that they were told by the Board of Education Chairman and the new superintendent that the Commissioners were the ones who wanted to charge the fee; and that he would like to be placed on a future agenda to be able to show the outlay of the area to the Board.

After considerable discussion and question period, Chairman Morgan asked Mr. Polston to attend the December 12, 2005 Board meeting explaining that the Board of Education would be contacted and asked to also attend the meeting.

### **PLANNING AND ZONING**

**Proposed Revisions to Watershed and Buffer Areas of Watershed Protection Ordinance:** Consideration of proposed revisions to Sections 102, Jurisdiction; 301, Establishment of Watershed Area; and 304, Buffer Areas Required of the Watershed Protection Ordinance. The amendments are related to the reclassification of an area 0.5 miles from the proposed Rocky River Lower Reservoir and include revisions to the "Watershed Map of Chatham County" and stream buffer requirements.

Chairman Morgan moved, seconded by Commissioner Emerson, to approve a revision to the Chatham County Water Supply Watershed Protection Ordinance and Map to classify land shown as WS III (critical area) and revise language attached concerning perennial stream buffers. The motion carried five (5) to zero (0). The ordinance and map are attached hereto and by reference made a part hereof.

### **BOARD OF COMMISSIONERS' MATTERS**

**Community Backyard Presentation:** Consideration of a Community Backyard Presentation

**George Greger-Holt**, stated that he was very pleased to announce that The Community Backyard has been awarded a \$100,000 matching grant from the Office of national Drug Control Policy and the Substance Abuse and Mental Health Services Administration. He stated that as part of the Drug Free Communities support Program administered by the two federal agencies, the award is focused on efforts to reduce substance abuse, including alcohol, tobacco, and drugs among Orange and Chatham County youth and to strengthen collaboration among various sectors in the community; that the grant is renewable for up to five years for a total of \$500,000; that the competition was difficult; that Chatham County was very fortunate to receive the grant; that the grant will provide a position for Chatham County and will provide funds for training school teachers in evidenced based prevention programs, training community members in substance abuse prevention, provide funds to buy curricula and bilingual materials for the school system.

**Elizabeth Vickery**, a resident of Siler City, member of the OPC Board, and Chair of The Community Backyard, stated that she has three adolescent daughters, two of which are in the Jordan Matthews School system; that the older girl left the school system at age fifteen with very serious drug-related issues; that she is doing well today; that they received a lot of support from Jordan Matthews School; that this problem opened her eyes; that knowing and studying, then living it, are two different things; that she is grateful that she is alive and well; that it has opened up a level of passion of her to bring as much prevention information into the County and help parents, community members, and children be aware of how serious this issue is; that up to 60% of Chatham County high school students report that it is fairly easy to obtain drugs; that more than 25% of Chatham County middle and high school students report that they have tried alcohol before they are in eighth grade; that approximately 4% of all middle and

high school students report that they have a drug and/or alcohol problem; and that only 20-30% of all students report that their parents talk about the dangers of drugs and alcohol with any frequency at all; that they are fortunate to be able to share how graphic the situation is with the community; that their first coalition meeting on November 16, 2005 at Central Carolina Community College with an array of community members, parents, professionals, clinical folks, and school members who are invited to come together to start together and plan where they want to go.

Commissioner Emerson commended Ms. Vickery with regard to talking about personal experiences stating that he felt that she was doing it for the right purpose of making everyone aware of the seriousness of the problem and bringing it to the Board of Commissioners. He stated that the future of the County depends on the children and drug abuse is a cancer that is spreading rapidly

**Isabel Geffner**, executive director of the Community Backyard, stated that the Board of Commissioners was incredibly generous in providing \$10,000.00 as part of the match. She distributed a copy of their newsletter which outlines what the grant means.

A question and answer period ensued.

### **BOARDS AND COMMITTEES**

**Recreation Advisory Board:** Consideration of a request to appoint/reappoint a member to the Chatham County Recreation Advisory Board by Commissioner Cross

Commissioner Cross moved, seconded by Commissioner Emerson, to appoint Al Craven, 2832 Airport road, Siler City, NC to the Recreation Advisory Board. The motion carried five (5) to zero (0).

### **MANAGER'S REPORTS**

The County Manager reported on the following:

#### **Veteran's Day Celebration:**

Linda Harris, invited each Commissioner to attend the Veteran's Day celebration on November 11, 2005 at 6:00-8:00 PM at the Goldston Veteran's Memorial stating that Commissioner Cross would be the guest speaker.

#### **JS Waters School:**

Mrs. Harris thanked the Board for the opportunity to speak. She expressed her concern as the parent of an eighth grader at JS Waters School stating that approximately three weeks into the school year, a majority of parents, the principal, and she began to see that there was a problem with the seventh and eighth grade math classes; that when the first pre-algebra test was given, all but six students of the thirty-nine students failed the test; that this was a grave concern to the teacher; that this position has been a half-time position for the last eight-nine years; that Dr. Mabe made it a full-time position; that this is the first year with a full-time position; that last year's proficiency was the lowest in the County at 67.9 percent; that they believe that this lies in there not being enough classroom time for instruction; that they had a meeting with the principal at four weeks into the school year with the teacher reviewing the problem and looking for a solution; that again they felt that there was insufficient classroom time; that Mrs. McIntyre is a wonderful teacher; that they went to the Board of Education to present their problem; that the parents who can afford them are hiring tutors for their children; that they asked the Board of Education for a half-time position that would alleviate the number of Mrs. McIntyre's students; that she is the only teacher who has six classes per day; that there is no way a math teacher can instruct six classes of pre-algebra per day with 35-40 minutes of instructional time and be able to give them the instructions they need in order to do well on tests and homework.

Mrs. Harris asked the Board of Commissioners for a half-time locally funded position for JS Waters School.

A question and answer period ensued.

### **ARCHITECTS**

Grimsley Hobbs and Taylor Hobbs, architects, presented their qualifications for the Department of Social Services, the Sheriff's Office, Henry H. Dunlap, Jr. Building, and Siler City Health Department renovations.

Commissioner Barnes expressed his appreciation for being a part of the architect selection committee and stated that he was impressed with their design work and the comments he had heard about them. He thanked Renee Dickson, Assistant County Manager for all of her hard work efforts. He stated that he is confident that the architectural team will do a good job.

Commissioner Barnes moved, seconded by Commissioner Emerson, to contract with Hobbs Architects for the projects subject to successful negotiation of terms, approval by the County Attorney, and provided that the fee does not exceed the budgeted amount. The motion carried five (5) to zero (0).

### **COMMISSIONERS' REPORTS**

#### **Chatham County Fair Association Appointment:**

Chairman Morgan stated that the Chatham County Fair Association needs a Commissioner appointment to serve on the Chatham County Fair Board. He asked that the appointment be placed on the agenda for the next Board of Commissioners' meeting.

#### **Water Provisions for Newly Established Lawns:**

Chairman Morgan stated that he had received telephone calls from landscape people regarding provisions for newly landscaped lawns. He asked Will Baker, Utilities Director, for comments.

Mr. Baker stated that they recommended hand-watering of sod placed at new homes rather than sprinkler during the water shortage.

#### **Newspaper Farm Article:**

Commissioner Barnes commented on the article on the front page of *The News & Observer* regarding farms in Chatham County. He stated that it was a good article and that he recommended everyone read it.

#### **Sewage Noise at Bynum Plant:**

Commissioner Barnes stated that he had received telephone calls regarding the noise emanating from the sewage plant at Bynum.

Will Baker, Utilities Director, stated that the noise level had been significantly reduced during the past two weeks.

#### **Jordan Lake Highway Vegetation:**

Commissioner Outz asked if G. R. Kindley had been contacted regarding the cutting of trees and vegetation along the Jordan Lake highways.

Commissioner Barnes explained that this was done by inmates; that there was a schedule; and that it was up for consideration.

#### **Haw River Rescues:**

Commissioner Outz asked where the responsibility lies for those needing rescue on the County's high and flooded rivers.

Chairman Morgan explained that this fell to Tony Tucker in Emergency Operations. Commissioner Barnes explained that people are now charged when Fort Bragg helicopters have to be called out on rescue missions.

**Lottery Funds:**

Commissioner Outz stated that he was concerned about how proceeds from the lottery were being distributed to counties; that counties with tax rates higher than the State average are receiving additional funds; that Chatham County had worked hard to keep its tax rate low and he felt that the lottery formula penalized Chatham and other efficient counties; and that he thought the County's legislators and representatives should be contacted about these concerns.

After considerable discussion, Commissioner Outz moved, seconded by Commissioner Barnes, to contact the County's representatives to inform them of the County's concerns regarding the lottery formula. The motion carried five (5) to zero (0).

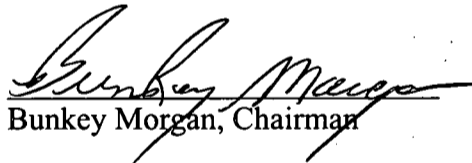
**Recreation Fees:**

Commissioner Outz asked about taking a quarter of the funds from the Recreation Fees to be used for other recreation areas.

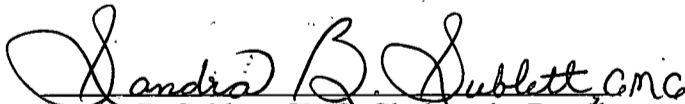
A discussion ensued and this issue will be returned to the Board at a later date.

**ADJOURNMENT**

Commissioner Cross moved, seconded by Commissioner Barnes, to adjourn the regular meeting to the scheduled work session. The motion carried five (5) to zero (0), and the meeting was adjourned at 10:58 AM.

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners

DATE 10/14  
 TIME 11:51  
 USER TINA  
 TAX

BOARD REVIEW OF COLLECTED RECEIPTS REPORT  
 CHATHAM COUNTY  
 DEPOSIT DATES 9/01/2005 THROUGH 9/30/2005

1  
 PROG# CL2182

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
1995	ALEXANDER MARC	9/06/2005	64029 107		15.58				SOLD 1994 PER PARK LIS
	** YEAR TOTALS **				15.58				
1996	ALEXANDER MARC	9/06/2005	7184 107		17.33				SOLD 1994 PER PARK LIS
	** YEAR TOTALS **				17.33				
1997	ALEXANDER MARC	9/06/2005	129520 107		9.19				SOLD 1994 PER PARK LIS
	** YEAR TOTALS **				9.19				
1998	ALEXANDER MARC	9/06/2005	216666 107		9.30				SOLD 1994 PER PARK LIS
	** YEAR TOTALS **				9.30				
2001	COATES STEVEN MARK	9/16/2005	494665 107					100.00	1 HSE ON PROPERTY
2001	FULLER DEBORAH PENDERGRAPH	9/15/2005	481246 107					100.00	2 MH ON PROPERTY
	** YEAR TOTALS **							200.00	
2002	BREWER JESSE DARRELL	9/29/2005	817058 113		3.58				LISTED IN MOORE CO
2002	COATES STEVEN MARK	9/16/2005	600134 107					100.00	1 HSE ON PROPERTY
2002	FULLER DEBORAH PENDERGRAPH	9/15/2005	582560 107					100.00	2 MH ON PROPERTY
2002	JUDD ANNETTE	9/27/2005	604581 105		160.69				MH DBLST W/1005221
	** YEAR TOTALS **				164.27			200.00	
2003	BREWER JESSE DARRELL	9/29/2005	817060 113		3.94				LISTED IN MOORE CO
2003	COATES STEVEN MARK	9/16/2005	703227 107					115.00	1 HSE ON PROPERTY
2003	FULLER DEBORAH PENDERGRAPH	9/15/2005	686550 107					115.00	2 MH ON PROPERTY
2003	JUDD ANNETTE	9/27/2005	747745 105		153.69				DBLST W/1005221
2003	MANNINO MARK V	9/20/2005	747223 124	354.88					REBILL TO ACCT# 12484
	** YEAR TOTALS **			354.88	157.63			230.00	
2004	MIDDLE TREE FARM	9/07/2005	811503 106		1.23				SEE ACCT# 1246484
2004	MIDDLE TREE FARM	9/07/2005	811508 106		2.19				SEE ACCT# 1246484
2004	MIDDLE TREE FARM	9/07/2005	811502 106		.96				SEE ACCT# 1246484
2004	MIDDLE TREE FARM	9/07/2005	811507 106		2.06				SEE ACCT# 1246484
2004	MIDDLE TREE FARM	9/07/2005	811501 106		.72				SEE ACCT# 1246484
2004	MIDDLE TREE FARM	9/07/2005	811506 106		1.50				SEE ACCT# 1246484
2004	MIDDLE TREE FARM	9/07/2005	811500 106		97.37				SEE ACCT# 1246484
2004	MIDDLE TREE FARM	9/07/2005	811505 106		6.12				SEE ACCT# 1246484
2004	MIDDLE TREE FARM	9/07/2005	811499 106		78.99				SEE ACCT# 1246484
2004	MIDDLE TREE FARM	9/07/2005	811504 106		5.59				SEE ACCT# 1246484
2004	BOYD ADAM BRYANT	9/09/2005	925082 104			12.79			MOVED TO TEXAS-NEW REG
2004	BOYD ADAM BRYANT	9/09/2005	925083 104			7.32			MOVED TO TEXAS-NEW REG
2004	BREWER JESSE DARRELL	9/29/2005	823652 113		3.94				LISTED IN MOORE CO
2004	COATES STEVEN MARK	9/16/2005	832780 107					115.00	1 HSE ON PROPERTY
2004	COATES STEVEN MARK	9/16/2005	999125 107					115.00	1 HSE ON PROPERTY
2004	DICKERSON LINDA TILLEY	9/06/2005	858048 113		96.71				MH DBLST AS REAL 00733

DATE 10/14  
 TIME 11:51  
 USER TINA

BOARD REVIEW OF COMPLETED RECEIPTS REPORT  
 CHATHAM COUNTY

2  
 PROG# CL2182

DEPOSIT DATES 9/01/2005 THROUGH 9/30/2005

TAX		DEPOSIT		REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
YEAR	TAXPAYER NAME	DATE	RECEIPT	DIST					
2004	FISH JEAN WILLIAMS	9/20/2005	823869	107				230.00	1 HSE ON PROP PER KH
2004	FULLER DEBORAH PENDERGRAPH	9/15/2005	817420	107				115.00	2 MH ON PROPERTY
2004	GOMEZ PIEDAD ETAL TRUSTEES	9/02/2005	830910	101	844.76			81.00	TAX EXEMPT
2004	HOLDER JEFFREY LEE	9/26/2005	884140	109		17.19			UTILITY TRAILER
2004	JUDD ANNETTE	9/27/2005	837080	105			138.46		REBILL TO ACCT# 100522
2004	MANNINO MARK V	9/20/2005	835514	124	357.67				REBILL DW TO AC# 12484
2004	MARLEY DAVID F	9/16/2005	860624	101	161.57			115.00	REBILL DW TO 0078656
2004	MIDDLE TREE FARM	9/07/2005	843805	106			208.46		SEE ACCT# 1246484
2004	MIDDLE TREE FARM	9/07/2005	843806	106			5.21		SEE ACCT# 1246484
2004	MORRISON MICHAEL KEVIN	9/23/2005	923593	104			20.97		INS LAPSE-NEW TAG TRC6
2004	MURRAY ANDREA JOHNSON	9/15/2005	916094	109			17.64		TAGS TURNED IN 4/25/05
2004	PAPPAS CHERIE GALL	9/19/2005	884477	107			6.48		WRONG VALUE ON DODGE
2004	PERRICONE FRANK A	9/06/2005	839843	107	834.44				PARCEL VOIDED IN 2003
2004	THORNE CHRISTOPHER C	9/16/2005	839076	107	27.06				NO SW MH OR STOR BLD /
2004	WILSON LARRY A	9/06/2005	863119	105	272.36			115.00	DW DBLST AS REAL 00797
** YEAR TOTALS **					2497.86	649.51	82.39	886.00	
2005	ADAMS RUSSELL ALAN	9/15/2005	994043	107			65.90		VAL 489 IN 2004
2005	BRAY JAMES CLINTON	9/09/2005	995654	202			18.21	5.00	WRONG DISTRICT
2005	BROWN RUBY MARLEY	9/06/2005	992271	113			34.17		SITUS IN RANDOLPH CO
2005	BUCKLEY EDWARD TIMOTHY	9/01/2005	988591	107			33.95		WRONG VALUE ON CARR TL
2005	CAMP ELSIE LOVITT	9/01/2005	992004	111			1.31		SHOULD BE IN. FD 106
2005	CARDONA JUAN PLATA	9/23/2005	988634	110			10.21		TAG TRC4544 TURNED IN
2005	CHATHAM GLASS LLC	9/21/2005	996299	202			34.45		HAS 125,000
2005	CROSS LAWRENCE CAMPBELL	9/08/2005	998661	105			13.69		WRONG VALUE ON BMW
2005	ELKINS THOMAS EUGENE	9/13/2005	997172	113			19.66		WRONG VALUE ON HRSE TL
2005	EMSHOFF JAMES R	9/06/2005	989323	107			25.16		HIGH MILEAGE
2005	EVANGELIST WILLIAM JOSEPH	9/30/2005	998354	107			185.36		VALUE ADJUSTMENT
2005	EVENSON SCOTT ARLEN	9/26/2005	994927	107			3.04		HIGH MILEAGE
2005	FROST ASHLEY ELIZABETH	9/21/2005	994273	107			33.90		HIGH MILES 244,000
2005	GROCE SAMUEL EUGENE	9/09/2005	994330	101			30.48		HIGH MILEAGE
2005	HADLEY WILLIAM ALTON	9/09/2005	997538	109			4.09		UTILITY TRAILER
2005	HERITAGE RUBY TYSOR	9/08/2005	997900	109			.54		IN WRONG DIST/CHNG 103
2005	HIGDON PAUL ERIC	9/15/2005	994485	105			65.16		VALUE IN ERROR
2005	JUSTICE ALTON EARL	9/15/2005	994636	113			39.77		VALUE IN ERROR
2005	KAY NANETTE SELLERS	9/26/2005	991637	109			19.47		HIGH MILEAGE
2005	LANGLEY CLIFTON RAY JR	9/21/2005	993174	109			13.96		WRONG VALUE ON TL
2005	LEMONS CHARLIE WILSON JR	9/22/2005	988266	202			54.10	5.00	NOT IN CITY LIMITS
2005	LEMONS CHARLIE WILSON JR	9/22/2005	994260	202			1.11	5.00	NOT IN CITY LIMITS
2005	LONG JOHN WILLIAM	9/06/2005	987346	107			19.07		WRONG VALUE ON KRAF TL
2005	MATTHEWS BETHANY ROCHELLE	9/26/2005	997860	101			216.23		MILITARY HOME FLA
2005	MCDANIEL ROY THORNTON JR	9/26/2005	996912	202			27.99	5.00	IN PAMLICO COUNTY
2005	MCGINN THOMAS JEROME IV	9/14/2005	997287	107			83.36		TRANSF OUT TO DURHAM C
2005	MCKNIGHT JAMES MICHAEL	9/01/2005	991079	107			25.86		VEH IN WAKE CO
2005	MITCHELL TIMOTHY RAY	9/15/2005	989467	107			12.80		WRONG VALUE ON TL
2005	MITCHELL TIMOTHY RAY	9/15/2005	999069	107			12.80		WRONG VALUE ON TL
2005	MORRIS SAMUEL RAY	9/20/2005	993429	106			8.52		UTILITY TRAILER
2005	PARKER ELIZABETH ANN	9/07/2005	932823	107			7.09		WRONG VALUE ON TOYT MA
2005	PENNEY BERNARD H	9/26/2005	993385	107			13.35		DONATED TO KIDNEY FOUN
2005	PHILLIPS MICHAEL GARRICK	9/16/2005	991344	103			16.95		5X8 UTILITY TRAILER
2005	ROGERS JOHN HARVEY	9/02/2005	991842	101			16.85		HIGH MILEAGE



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YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	RUSSELL TAMARA LYNN	9/23/2005	996626	201			79.23			SITUS IN ROWAN CO
2005	SAFRIT CHARLES LEE	9/30/2005	994787	101			16.60			SHOULD BE REDU 10%
2005	SARTWELL WILLIAM RANDOLPH	9/15/2005	994251	103			46.12			HIGH MILEAGE
2005	SCHOLL THOMAS FRANCIS	9/01/2005	992031	107			27.97			DEDUCTED/MILEAGE
2005	SHARPE RICKY CHARLES	9/09/2005	993980	104			6.80			TRAILER WRONG VALUE
2005	SHERMAN SUZANNE THERESA	9/16/2005	997171	107			76.29			FARM TRAILER PD 5379 7
2005	SMITH CARL VANCE	9/23/2005	993286	109			14.32			PAID 1500 IN 2005
2005	SMITH JACKIE LEE	9/15/2005	998595	109			15.97			PAID 500 IN JUNE 04
2005	STALLER TYSON MARVIN	9/09/2005	994081	202			200.86	5.00		SITUS IN WAKE CO
2005	TILLMAN JOE JACK	9/13/2005	994026	104			26.99			ANTIQUE VEH/VERIFIED
2005	TUCKER GARY LYNN	9/22/2005	993565	104			.10			SITUS IN FD 103
2005	UBER KATHARINE FAULS	9/06/2005	989032	107			6.10			HIGH MILES 154559
2005	UBER WILLIAM WAYNE	9/06/2005	992757	107			6.96			HIGH MILES 115255
2005	VANDERFORD RICHARD HURLEY	9/19/2005	996421	109			11.73			HIGH MILEAGE ON VEH
2005	VEASEY EDDIE LINWOOD	9/09/2005	989434	101			22.60			BOAT TRAILER
2005	WALTERS JENNIFER	9/02/2005	937194	107			5.24			HIGH MILEAGE
2005	ADCOCK DANIEL STEVE	9/16/2005	939818	105					115.00	MH REMOVED FROM PROPER
2005	ALSTON VERONICA ANNETTE	9/20/2005	971070	201					144.00	DWG VACANT UNLIVAB/ALI
2005	AZTEC	9/12/2005	955855	103						REPORTED IN ERROR
2005	BALDWIN BETTY F	9/13/2005	940311	107						
2005	BALDWIN LOUISE	9/07/2005	959501	107	372.33					115.00 MH STORAGE
2005	BEAL MELVIN LIFE EST	9/07/2005	949151	104	199.64					NOSCE GIVEN/CORRECTED
2005	BEDNAR VICKIE H	9/19/2005	962787	106	502.87					115.00 NOSCE GIVEN/CORRECTED
2005	BETTS CAROLINE SCOTT	9/07/2005	967038	106						115.00 TAKE D'WDE FROM HERE
2005	BRADLEY DOROTHY A	9/07/2005	940862	112	170.56					CORRECT PER AUDIT
2005	BRADY HOWARD	9/07/2005	940883	113	238.64					146.50 NO SCE GIVEN/CORRECTED
2005	BRADY VICKY L	9/13/2005	940929	109						115.00 NO SCE GIVEN/CORRECTED
2005	BRAFFORD GERTRUDE ESTATE	9/13/2005	962522	104						115.00 VACANT PROPERTY
2005	BREWER JESSE DARRELL	9/29/2005	944084	113						115.00 HSE VACANT 2 YRS
2005	BROOKS SARAH CHEEK	9/07/2005	944484	101	278.07					3.67 LISTED IN MOORE CO
2005	BROWN MARGARET S	9/12/2005	977681	101	18.71					NO SCE GIVEN/CORRECTED
2005	BROWNIE BRADLEY C	9/16/2005	955477	101	41.58					L/H DBLST M430
2005	BURKE G W	9/13/2005	941554	103						115.00 REBILL DW & REMOVE LU
2005	BURNETTE ANNIE RUTH	9/07/2005	985194	103	156.71					115.00 MH UNSOUND
2005	BURNS MAX B	9/09/2005	941656	103	224.77					NO SCE GIVEN/CORRECTED
2005	CHATHAM FARMS LLC	9/13/2005	952556	109						115.00 MOVE BUILDINGS TO 0012
2005	CHAVIS MOLLIE	9/13/2005	952082	107						345.00 2 HSE ON PROP UNLIVEAB
2005	CLEARY BENJAMIN D	9/01/2005	977458	105						115.00 HSE VACANT SINCE 2000
2005	CLEARY DAVID BENJAMIN	9/01/2005	943643	105						51.77 MH DBLST W/M1007713-2
2005	COATES STEVEN MARK	9/16/2005	952693	107						66.68 MH DBLST W/M1007713-2
2005	COLLINS RAYMOND	9/29/2005	976966	107						115.00 1 HSE ON PROPERTY
2005	COLLINS RAYMOND L	9/29/2005	939653	107						34.00 HAS PVT HAULER REP WST
2005	COMMONWEALTH CONSTRUCTION &	9/22/2005	951383	107						34.00 HAS PVT HAULER REPB WS
2005	COOK SCOTT	9/13/2005	986817	107						115.00 C/O ISSUED 1/12/2005
2005	COOK SCOTT	9/13/2005	998861	107						34.00 HAS SERVICE ALLIED WAS
2005	COOPER PHILLIP NORMAN	9/30/2005	942539	201						34.00 HAS SERVICE ALLIED WAS
2005	CULBERSON A P	9/13/2005	949471	109						73.08 DBLST W/1196004
2005	CURRIE LILLIE DELL	9/07/2005	958416	103	131.40					115.00 DWG VACANT SINCE 2002
2005	CURRIE LUCILLE SCOTTEN	9/07/2005	972995	101	204.34					NOSCE GIVEN/CORRECTED
2005	DANKA OFFICE IMAGING CO	9/16/2005	986262	105						31.30 NO SCE GIVEN/CORRECTED
2005	DAVIS ARMENTHA LEE	9/16/2005	943046	105						1.66 CORRECT YR ACQUIRED
2005	DICKERSON LINDA TILLEY	9/06/2005	980370	113						90.05 REMOVE LATE LIST
										MH DBSLT AS REAL 00733

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YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	DOHERTY MICHAEL PATRICK	9/12/2005	963895	107		72.85				DBLSTED/W ACC# 1245708
2005	DOLMAT JOHN	9/13/2005	979317	107				34.00		REL 1 LFT 34.00/REP/WS
2005	DUBESTER ILANA L	9/22/2005	948707	109				115.00		REL 1 SWFEE 115.0
2005	ELKINS J C JR	9/07/2005	944839	200		7.59				NOT RUNNING
2005	ELKINS J C JR	9/07/2005	944840	200		33.97				NOT RUNNING
2005	ELKINS J C JR	9/07/2005	944841	200		21.31				NOT RUNNING & NO PART
2005	ELKINS WILLIAM RANDY	9/07/2005	944938	200		416.32				DBLST WITH 64694
2005	ELKINS WILLIAM RANDY	9/07/2005	944942	200		20.52				SOLD IN 2004
2005	ELLIS VERNA	9/13/2005	985620	124				115.00		DUMPSTER REPUBLIC WAST
2005	FEARRINGTON HOMEOWNERS ASSO	9/06/2005	946430	107	2.58					TAX EXEMPT HOA
2005	FISH JEAN WILLIAMS	9/13/2005	944310	107				230.00		1 HSE ON PROP VACANT 1
2005	FOX EDWARD F	9/13/2005	946796	113		30.21				MHSLD MOVED OUT OF COU
2005	FRAZIER ALICE S MRS	9/07/2005	947034	101	363.02					NO SCE GIVEN/CORRECTED
2005	FRENCH EVELYN	9/15/2005	957317	107	141.30					NO SCE GIVEN/CORRECT
2005	FULLER DEBORAH PENDERGRAPH	9/09/2005	938114	108				115.00		ONLY 2 DWGS ON PROPERTY
2005	GAINES GERTIE G	9/08/2005	954139	103	281.40					ACREAGE CORRECTION PER
2005	GAINES MARY LISA O	9/13/2005	998867	103				230.00		SEE NOTES FOR 2004 REL
2005	GARCIA LEE ROY	9/26/2005	953216	101		12.38				LATE LIST CHARGE IN ER
2005	GIBBONS ROBERT LAWRENCE	9/20/2005	966870	107		8.67				DBLST WITH 1189629
2005	GIBBONS ROBERT LAWRENCE	9/20/2005	966871	107		3.62				DOES NOT OWN
2005	GOLDSTON MARY HEADEN	9/09/2005	952858	106		210.73				DW DBLST W/18408
2005	GOLDSTON NATHANEIL L	9/06/2005	961272	104	45.35					SW MH DBLST W/1196847
2005	GOMEZ PIEDAD ETAL TRUSTEES	9/02/2005	951019	101	2159.79			115.00		TAX EXEMPT
2005	GOODRICH WILLIAM D	9/14/2005	967143	107				115.00		HSE IN ORANGE COUNTY
2005	GRIFFIN JOSEPH LON	9/13/2005	944572	202		4.80				DECEASED/BOAT SOLD
2005	HACKNEY WILLIAM B & NINA	9/07/2005	967478	107				34.00		REMOVE LFT/WSTE IND
2005	HARRINGTON TONYA	9/26/2005	966815	101		31.08				LATE LIST CHARGE IN ER
2005	HARRIS JEAN STANCILL	9/02/2005	963833	107		13.14				CORRECT VALUE/REMOVE L
2005	HART HAROLD K	9/13/2005	947143	101	4.95					INSIDE CITY LIMITS
2005	HATLEY RONALD W	9/01/2005	967857	107				115.00		HAS BEEN EXEMPTED
2005	HAYES RONALD M	9/13/2005	958470	107		85.08				WRONG VALUE ON 1993 BO
2005	HEATH DARCY LABARE	9/26/2005	957766	201		54.32				BOAT SOLD IN 2004
2005	HICO BAPTIST CHURCH INC	9/16/2005	961265	109	1697.32					TAX EXEMPT
2005	HOOKER PAULINE R	9/07/2005	957098	104	139.21					NO SCE GIVEN/CORRECTED
2005	HOWARD ADELE C LIFE ESTATE	9/07/2005	965142	107	314.44					NO SCE GIVEN/CORRECT
2005	HOWERTON KELLY W	9/13/2005	985614	107				115.00		MH STORAGE
2005	IKON OFFICE SOLUTIONS	9/27/2005	966236	202		9.98				CORRECT SCH TO S5 PER
2005	IMPERIALE JACK D	9/06/2005	953567	107		2.97				SOLD AND OUT OF COUNTY
2005	JOHNSON ESTELLE	9/20/2005	968696	202		15.00				SEE ACCT# 1228277
2005	JOHNSON JOHN GLENDON	9/13/2005	968742	106				115.00		MH STORAGE VACANT 6 YR
2005	JOHNSON JONATHAN N	9/20/2005	938073	202		22.15				SEE ACCT #1228898
2005	JOHNSON MARY JANE	9/16/2005	955906	107				115.00		ONLY 1 SWFEE
2005	JOHNSON WILLIAM EARL	9/06/2005	952174	109				115.00		APPLICATION ON FILE
2005	JONES DOSHIE M	9/07/2005	968915	113	203.63					NO SCE GIVEN/CORRECTED
2005	JONES EMMA LIFE ESTATE	9/07/2005	959280	113	239.15					NO SCE GIVEN/CORRECTED
2005	JONES LULA E	9/21/2005	968945	201				144.00		HSE BURNED/OK ALICE 9/
2005	JUSTICE JACK P & MARY	9/28/2005	969054	201	124.13					UNDV FACTOR NOT CONSID
2005	KIDD ROLAND DWIGHT	9/23/2005	978621	113				81.00		HOUSE VACANT 10YR+
2005	KIMREY RONALD RAYFORD	9/13/2005	969249	202		4.07				VEHICLE GONE
2005	KINTE NEGEST	9/13/2005	950850	105				115.00		MH NOT OCCUPIED
2005	KIRKMAN MICHAEL LEE	9/13/2005	982438	106				115.00		HSE NOT COMPLETE
2005	KIRKMAN TAMMY OWENS	9/08/2005	945347	107		12.40				DOUBLE LIST-1245733

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YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	LATTIS MARILYN ANN	9/15/2005	982467 107					920.00	DELETE ALREADY BILLED
2005	LATTIS MARILYN ANN	9/15/2005	982471 107						ADD SWFEE TO THIS PARC
2005	LEASEPLAN USA	9/08/2005	966286 103		124.56				ASSET DBLST SAME ACCT
2005	LEGLER J CLARKE	9/27/2005	949646 107					81.00	VACANT PROPERTY
2005	LOPEZ INGRID	9/26/2005	963378 101		14.69				LATE LIST CHARGE IN ER
2005	LOPEZ IRIS	9/26/2005	966814 101		19.26				LATE LIST CHARGE IN ER
2005	LOWDERMILK WILBER L	9/07/2005	938614 113	235.74					NO SCE GIVEN / CORRECT
2005	MANNINO MARK V	9/20/2005	955267 124	340.47					REBILL DW TO AC# 12484
2005	MARLEY DAVID F	9/16/2005	982842 101	178.19				115.00	REBILL MH TO 0078656
2005	MARSH ROBERT SR HEIRS	9/29/2005	970063 103					115.00	ONLY 1 DWG ON PROPERTY
2005	MAYBERRY KATIE SUE	9/12/2005	974907 108		49.63				TIMELY PP APPEAL
2005	MERRILL CHRISTY	9/09/2005	963576 107					34.00	PVT HAULER/WASTE INDUS
2005	MICOL MARK K	9/12/2005	966959 107		65.04				OCNTY SHOULD BE BURKE
2005	MIDDLE TREE FARM	9/07/2005	963793 106		159.60				SEE ACCT# 1246484
2005	MIDDLE TREE FARM	9/07/2005	963794 106		4.42				SEE ACCT# 1246484
2005	MILLER BILLY JOE	9/21/2005	949705 107		3.62				DBLST/1230165
2005	MITCHELL BOBBY &	9/13/2005	970649 103					115.00	COTTAGE USED STORAGE
2005	MOODY RACHEL MAY	9/07/2005	947030 103	131.41					NO SCE GIVEN/CORRECTED
2005	MOORE JAMES NASH	9/02/2005	943410 103		1.44				DOES NOT OWN
2005	MOORE JAMES NASH	9/02/2005	943411 103		.22				VAL IN ERROR
2005	MOORE JAMES NASH	9/02/2005	943412 103		1.44				DOES NOT OWN
2005	MUELLER KRAIG	9/02/2005	960600 107	824.92				115.00	CO ISSUED 4-19-05
2005	MURY SHAWN	9/07/2005	961638 106		24.53				MH DESTROYED 12/04
2005	NALL F E	9/07/2005	971019 200	187.41					NO SCE GIVEN/CORRECTED
2005	NEFF ROBERT A	9/06/2005	967002 106		17.74				DBLST WITH 20055
2005	NORTHCUTT CYNTHIA LEE	9/06/2005	943950 107		11.92				DOES NOT OWN OCNTY NOW
2005	ODDON JOHN DAVID JR	9/12/2005	958138 103	239.71					SQ FT HSE OVERSTATE
2005	OLDHAM JANICE E	9/08/2005	952828 104		20.41				TIMELY PP APPEAL
2005	ORLANDO KEITH F	9/22/2005	961971 109	374.94					SHOULD GET L/USE/CORRE
2005	OROURKE JAMES P	9/02/2005	948846 107		36.14				BOAT LOCATED IN SC
2005	OVIDEO MARTHA	9/26/2005	963398 101		10.21				LATE LIST CHARGE IN ER
2005	PARKER ERNEST T	9/20/2005	938843 108		31.86				DBLSTED/NOW TAGGED
2005	PARTIN LELA LAFAYE	9/29/2005	946882 106	1385.83				115.00	CORRECT SQ FT PER KDJ
2005	PATTERSON CLYDE L	9/13/2005	961943 105					115.00	HSE VACANT SINCE 2002
2005	PATTERSON WILLIAM M	9/02/2005	949614 109					81.00	DWG NOT LIVABLE
2005	PERRICONE FRANK A	9/06/2005	959302 107	798.26					PARCEL VOIDED IN 2003
2005	PHILLIPS LYNVILLE & NANCY	9/27/2005	971874 101		7.02				NOT DRIVABLE
2005	PITNEY BOWES CREDIT CORP	9/20/2005	972030 200		102.42				MOVED OUT OF CHATHAM
2005	PITNEY BOWES CREDIT CORP	9/20/2005	984035 104		72.91				ASSET MOVED OUT OF COU
2005	POE CHARLIE DENNIS	9/21/2005	944967 103		10.77				JON BOAT/VALUED WRONG
2005	POE CLOYCE P	9/07/2005	957319 110	893.95					NOSCE GIVEN/CORRECTED
2005	POE WILLIAM S	9/13/2005	972107 110					115.00	MH SPACE VACANT
2005	POLASEK CRAIG LEE	9/07/2005	966920 107		106.62				WRONG VALUE ON BOAT
2005	REID SANDRA LEA	9/06/2005	958344 101		307.08				DBLST WITH 76551
2005	RICHARDS WAYLON SCOTT	9/06/2005	966925 107		127.19				IN MILITARY/LES PROVID
2005	RICHARDS WAYLON SCOTT	9/06/2005	966926 107		117.80				IN MILITARY/LES PROVID
2005	RIDDLE LETON D JR & LOUISE	9/13/2005	972565 107					115.00	1 MH RENTAL SPACE ABAN
2005	RODRIGUEZ JUAN PATRICK	9/08/2005	963862 107		51.39				BOAT SOLD 9/24/03
2005	ROSE ALFRED	9/15/2005	956421 105					34.00	PVT HAULER/BROCKS SANI
2005	SANDY BRANCH BAPTIST CHURCH IN	9/01/2005	947622 103					115.00	DWG NOT LIVABLE
2005	SCHOLZ DEBORAH ANN	9/06/2005	966962 107		10.85				DOES NOT OWN ANYLONGER
2005	SILER CITY PENTECOSTAL CHURCH	9/06/2005	949200 101					115.00	NO FEE PER SONYA W MGT

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YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	SMITH HEISKELL ERNEST L ESTATE	9/06/2005	964217	109	166.88					NO SCE GIVEN/CORRECTED
2005	SMITH TERRY E	9/13/2005	973551	105					115.00	MH STORAGE
2005	SPAIN LOIS M	9/07/2005	962864	201	434.75					NO SCE GIVEN/CORRECTED
2005	STEPHENS GEORGE A	9/13/2005	966936	107		132.25				DBLSTED W/ AC#1200607
2005	STERLING NATIONAL BANK	9/19/2005	966499	107		587.67				SITUS IN WAKE CO
2005	STITT DORA	9/09/2005	966937	107		22.77				DOUBLE LISTED - 124202
2005	STUTTS PATRICIA A & ANTHONY W	9/13/2005	983996	105					115.00	NO ONE LIVEING IN MH
2005	THORNE CHRISTOPHER C	9/16/2005	958588	107	166.30				115.00	1 HSE ON PROPERTY
2005	TRUM CHRISTOPHER H	9/19/2005	951318	107					34.00	PVT HAULER/ WASTE INDU
2005	TYLER MICHAEL J	9/13/2005	981830	107		9.47				BOAT NOT WORKING
2005	TYSON ROSIE L & TOMMY LARRY NA	9/13/2005	982187	101					115.00	HSE UNINHABITABLE
2005	WARD R WAYNE & MARY	9/15/2005	974876	110					115.00	HOUSE UNINHABITABLE
2005	WATSON MARY N	9/22/2005	974939	107	376.65					LATE COMPL TO AUDI LET
2005	WEBSTER CHARLES BRANTLEY	9/13/2005	979874	103					115.00	MH STORAGE
2005	WEBSTER LILLIAN E	9/13/2005	974991	103					115.00	HSE VACANT SINCE 1994
2005	WELCH MICHAEL CHARLES	9/02/2005	960754	107		57.82				BOAT SITUS WAKE COUNTY
2005	WELCH MICHAEL CHARLES	9/02/2005	960755	106		103.49				NO LISTING
2005	WEST RICHARD C & JUDITH P	9/12/2005	980818	104	38.93				115.00	RELEASED/1 MH/1SWFEE
2005	WHITE JAMES ROBERT	9/13/2005	963336	108					115.00	MH MOVED 7/04
2005	WILLETT PEARL R	9/07/2005	975362	113	32.93					NO SCE GIVEN/CORRECTED
2005	WILLETT PEARL R	9/09/2005	998786	113	166.33					REBILL W/SCE
2005	WILLETT RITA G	9/07/2005	967061	104					115.00	ONLY 1 MH&SPACE
2005	WILLIAMS GARY EDWARD & COLEEN	9/07/2005	978811	107		3.83				JON BOAT SOLD/2002
2005	WILSON DEL RAY	9/12/2005	954261	101	493.89					DW MH TO ACCT# 1250629
2005	WILSON JOHN ASHLEY	9/12/2005	987163	101		161.58				TIMELY PP APPEAL
2005	WILSON LARRY A	9/06/2005	985183	105	369.55				115.00	DW DBLST W/REAL 007970
2005	YOUNG HENRY ODELL JR	9/19/2005	975920	104		2.20				MAIL RETURNED/DECEASED

\*\* YEAR TOTALS \*\*

16092.93 4232.76 1732.44 25.00 7622.00

\*\*\* FINAL TOTALS \*\*\*

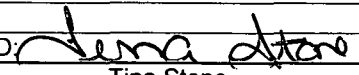
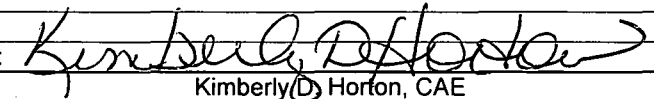
18945.67 5255.57 1814.83 25.00 9138.00

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

**CHATHAM COUNTY TAX ADMINISTRATORS OFFICE**

**TAX REFUNDS FISCAL YEAR 2005-2006**

**November 17, 2005**

1	ALLTEL COMMUNICATIONS	\$342.04	REFUND FOR OVER REPORTING PER AUDIT FINDINGS
	% RASH & ASSOCIATES		
	ATTN: JOYCE GILL		ACCT# 59142 TAX YR 2002 VALUE 25,612= \$165.55
	PO BOX 260888		
	PLANO, TX 75026-0888		ACCT# 1072629 TAX YR 2004 VALUE 6,022, TAX YR 2003 VALUE 2,103 AND TAX YR 2002 VALUE 3,137= \$79.72
			ACCT# 59143 TAX YR 2003 VALUE 3,604 & TAX YR 2002 VALUE 10,317=\$96.77
	APPROVED: 		APPROVED: 
	Tina Stone		Kimberly D. Horton, CAE
	Business/Personal Property Appraiser		Tax Administrator

**CHATHAM COUNTY, NC AND POSITRON PUBLIC SAFETY SYSTEMS CORP.  
PROFESSIONAL/NON-PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT, made and entered into this 11<sup>th</sup> day of November, 2005 (the "Effective Date"), by and between Chatham County, a municipal corporation and political subdivision of the State of North Carolina, acting by and through its duly authorized representative, hereinafter referred to as the "County", party of the first part, and Positron Public Safety Systems Corp.

with principal offices located at  
5101 Buchan Street  
Montreal, Canada  
Phone: (514) 345-2200  
Fax: (514) 345-2227  
Federal I.D. No.: 582381670

hereinafter referred to as the "Vendor" party of the second part.

**WITNESSETH**

WHEREAS, the County desires to engage the services of the Vendor to provide to and maintain for the County a public safety application system meeting the requirements set forth in the County's Request for Proposals dated June 6, 2004 and Vendor's Proposal, dated August 3, 2004 as revised in October 14, 2004 and November 30, 2004 (the "Vendor's Proposal").

NOW THEREFORE, for and in consideration of the mutual undertakings of the parties to this Contract, the County and the Vendor hereby agree, each with the other, that the Vendor shall provide products and services as an independent contractor in accordance with the terms and conditions of this Contract.

**ARTICLE I – SCOPE OF SERVICES**

1.1 **Scope of Services.** The Vendor's obligations hereunder shall commence with Task One, such task which is made up of providing to the County: (a) a pre-configuration analysis; (b) a Statement of Work and Project Plan; (c) a Gantt Chart; (d) a detailed clarification of functional specifications; (e) an Investment Summary; and (f) an Acceptance Test Plan (collectively the "Task One Documentation"). The Task One Documentation shall specifically address and be limited to the Licensed Software found in the Investment Summary and which is being purchased by the County as of the Effective Date. Once completed, the Task One Documentation shall be incorporated into and made part of this Contract, either by attachment or by reference.

The Task One Documentation, and the pricing related thereto, shall be based on the Vendor's Proposal. If after completion of the Task One Documentation additional Hardware, Licensed Software, Third Party Software, Maintenance Services and/or Services not set out in Vendor's Proposal are required (the "Additional Products and Services"), such Additional Products and Services shall be deemed change orders and additional costs may be charged to County.

The Vendor shall provide to the County the Hardware, Licensed Software, Third Party Software and the Services set out in the Investment Summary in accordance with the terms

and conditions set out in this Contract, the County's Request for Proposals, the Vendor's Proposal, and the Task One Documentation

With regard to data conversion, no data conversion is required to be provided by the Vendor. The County represents and warrants that its database and GIS MAP data is accurate. If the County database and GIS MAP data are not accurate, additional fees may be charged to the County by the Vendor.

- 1.2 **Maintenance Services.** The Vendor shall provide the County with Maintenance and Support Services according to the terms and conditions set out in Articles XIX, XX, and XXI of this Contract.
- 1.3 **Phases of Software Implementation.** The Licensed Software will be implemented in phases, as set forth in the Statement of Work and Project Plan, to facilitate timely completion of Installation, setup, Training and operations.
- 1.4 **Authorization to Proceed.** The Project will be carried out in phases for the Licensed Software, and each phase will require an Authorization to Proceed. The documents authorizing the Vendor to proceed must be signed by the County's Project Manager prior to the Vendor proceeding with the Installation and implementation of successive Licensed Software modules. The Vendor and the County shall coordinate the Installation and implementation schedules contained in the Exhibits hereto and may, by mutual written agreement, amend said schedules as necessary. Subject to the availability of appropriated funding, the County will not unreasonably withhold authorization and will not unreasonably delay initiation of phases. This representation shall not create or impose upon the County any obligation, duty or liability to the Vendor to appropriate any funds beyond those actually appropriated.

**ARTICLE II - TERM**

- 2.1 **Commencement and Expiration.** This Contract shall commence upon the Effective Date and expire ten (10) years thereafter, unless terminated earlier in accordance with other provisions of this Contract (the "Term").
- 2.2 **Annual Maintenance and Support.** Annual Maintenance and Support Services shall commence upon installation for the Licensed Software and the Third Party Software and shall continue for the Term, unless terminated earlier in accordance with the other provisions of this Contract. Thereafter, the Maintenance and Support Services may be renewed for successive one-year terms or a period agreed upon by the Vendor and the County. The Vendor shall provide the County with an amended proposal at least ninety (90) calendar days prior to the expiration of the Term and the County shall provide the Vendor with its response at least sixty (60) calendar days prior to the expiration of the Term. Billing for Call Center Support will commence upon installation of the Licensed Software and the Third Party Software. Billing for Annual Maintenance and Support Services shall commence one year from full integration acceptance of the Licensed Software.

ARTICLE III – PAYMENT

- 3.1 **Contract Amount.** As compensation for the Vendor's services as an independent contractor for all services specified and products provided under this Contract, including the Services performed during Task One, and the Maintenance and Support Services the County shall pay the Vendor a total not to exceed \$690,584.11 (the "Total Price"), excluding optional items which the County may elect to purchase or license at a later date. The County shall pay the Vendor in accordance with the fee schedule set forth in Article III.
- 3.2 **Invoices.** The Vendor shall submit invoices identifying each item billed. Payment is due thirty (30) Days after the receipt of invoice.
- 3.3 **Optional Items.** As of the Effective Date, the County has elected not to purchase the optional items set out in the Vendor's Proposal. In the event the County elects to purchase the optional items, the price set forth in the Vendor's Proposal, other than for the Firehouse Software, shall remain fixed and firm for eighteen (18) months from the Effective Date. For the Firehouse Software, the price set forth in the Investment Summary shall remain fixed and firm for twelve (12) months from the Effective Date.
- 3.4 **Additional Products and Services.** The amounts set out herein assume the Vendor's standard products. If during the pre-configuration stage additional equipment, products, services or modifications to the Vendor's standard products are required, such equipment, products, services and modifications are not included in the price set out herein.
- 3.5 **Currency.** All prices are in U.S. dollars and are exclusive of any sales, goods and services, excise, value added or similar taxes of any kind, whether of federal or any other jurisdictional level.
- 3.6 **Payment Terms.** Subject to Section 3.2, the County shall pay to the Vendor the Total Price according to the following scheduled progress payments:

**(1) Hardware:**

The County shall pay to the Vendor the amounts set out in the Investment Summary for the Hardware as follows:

- (a) fifty percent (50%) of the total amount due for the Hardware shall be paid to the Vendor upon Contract signature; and
- (b) fifty percent (50%) of the total amount due for the Hardware shall be paid to the Vendor upon acceptance of set up and installation of the Hardware at the County. As used in this subsection (1), "set up and installation" of the Hardware means the delivery of the Hardware to the client site so that such Hardware is ready for testing.

**(2) Third Party Software:**

The County shall pay to the Vendor the amounts set out in the Investment Summary for the Third Party Software as follows:

- (a) Fifty percent (50%) of the total amount due for the Third Party Software shall be paid to the Vendor upon Contract signature; and



(b) Fifty percent (50%) of the total amount due for the Third Party Software shall be paid to the Vendor upon delivery of the Third Party Software to the County. As used in this subsection (2) "delivery" means the Third Party Software is installed on the Hardware so that such Third Party Software is ready for testing.

**(3) Licensed Software:**

The County shall pay to the Vendor the amounts set out in the Investment Summary for the Licensed Software as follows:

- ➔ (a) Twenty percent (20%) of the total amount due for each module shall be paid to the Vendor upon Contract signature;
- (b) Twenty percent (20%) of the total amount due for each module shall be paid to the Vendor upon Installation of each module;
- (c) Twenty percent (20%) of the total amount due for each module shall be paid to the Vendor as of the date go Live notification is given by the Vendor to the County for each module. As used in the subsection (3), "go Live notification" means notification that a module is operational and ready for acceptance testing;
- (d) Twenty percent (20%) of the total amount due for each module shall be paid to the Vendor upon Acceptance of each module; and
- (e) Twenty percent (20%) of the total amount due for all modules shall be paid to the Vendor upon the County's acceptance of full integration testing. As used in this subsection (3), "full integration testing" means all modules have been Accepted and are operational together.

**(4) Interfaces:**

The County shall pay to the Vendor the amounts set out in the Investment Summary for the Interfaces as follows:

- ➔ (a) Twenty percent (20%) of the total amount due for each Interface shall be paid to the Vendor upon Contract signature;
- (b) Twenty percent (20%) of the total amount due for each Interface shall be paid to the Vendor upon Installation of each Interface;
- (c) Twenty percent (20%) of the total amount due for each Interface shall be paid to the Vendor upon the day go Live notification is given by the Vendor to the County. As used in the subsection (3), "go Live notification" means notification that an Interface is ready for Acceptance testing;
- (d) Twenty percent (20%) of the total amount due for each Interface shall be paid to the Vendor upon Acceptance; and
- (e) Twenty percent (20%) of the total amount due for all Interfaces upon the County's Acceptance of full integration testing. The term "full integration testing" has the meaning ascribed to it in subsection (3) above.

**(5) Enhancements:**

The County shall pay to the Vendor the amounts set out in the Investment Summary for the Enhancements as follows:

- ➔ (a) Fifty percent 50% of the total amount due for the Enhancements shall be paid to the Vendor upon Contract signature; and
- (b) Fifty percent (50%) of the total amount due for the Enhancements shall be paid to the Vendor upon the County's acceptance of the Enhancements to the County.

**(6) Professional Services:**

For Professional Services, other than Project Management Services and Maintenance and Support Services, the County shall pay the Vendor on a time and materials basis as Professional Services are rendered, provided that the amount paid out for such services shall not exceed the amounts set out in the Vendor's Proposal. As used in this subsection (6), "Professional Services" includes the site survey services, the Installation services and the Implementation Services. As used in this subsection (6), "Implementation Services" includes Training the County's personnel on how to use the Licensed Software and the Vendor's services.

**(7) Project Management Services:**

The County shall pay to the Vendor the amounts set out in the Investment Summary for the Project Management Services as follows:



- (a) Five percent (5%) of the total amount due for Project Management Services shall be paid to the Vendor upon Contract signing;
- (b) Twenty-five percent (25%) of the total amount due for Project Management Services shall be paid to the Vendor upon the completion of the Task One Documentation;
- (c) Twenty-five percent (25%) of the total amount due for Project Management Services shall be paid to the Vendor upon Installation of the System;
- (d) Twenty-five percent (25%) of the total amount due for Project Management Services shall be paid to the Vendor upon the Vendor's notification to the County that the System is Live and ready for Acceptance Testing; and
- (e) Twenty percent (20%) of the total amount due shall be paid to the Vendor upon full integration of all modules and Interfaces. As used in this subsection (7) "full integration" means all modules and Interfaces have been tested and Accepted.

3.7 **Yearly Maintenance and Support Services:** In consideration for the Maintenance and Support Services, the County shall pay to Vendor a fee of \$386,101.61 (the "Maintenance Services Fee"). The Maintenance Services Fee shall be paid in ten (10) annual payments. The fee for Year 1 of Maintenance Services is included in the Vendor's Proposal and said services shall commence on full integration acceptance of the Licensed Software ("Acceptance Date"). The fee for Year 1 of Call Center Support Services shall be due on the Live date. In order for the Vendor to accommodate the County's July 1<sup>st</sup> budget cycle and considering Maintenance Services begin on the Acceptance Date and that Call Center Support begins on Live Date, the Maintenance Services Fee for Year 2 shall be adjusted accordingly. The Maintenance Services fee of \$38, 273.40 for Year 2 shall be divided between Call Center Support Services and Maintenance Services and shall be payable on July 1<sup>st</sup> following the Live Date and Acceptance Date. The fees shall be prorated to cover the days of Maintenance and Support Services left to be provided to the County from the first anniversary of the Live Date or Acceptance Date, whichever is applicable, to the subsequent July 1<sup>st</sup> date. All payments subsequent to Year 1 shall be invoiced on July 1<sup>st</sup>.

Below is the formula to calculate the proration of Maintenance Services Fee in Year 2:

$$\frac{\text{(Year 2 fee for Maintenance Services)}}{365} \times \text{no. of days left to provide Maintenance Services}$$
 +

(Year 2 fee for Call Center Support)  $365 \times$  no. of days left to provide Call Center Support Services

Example: The Acceptance Date is September 30, 2006 and the anniversary of the Acceptance Date is September 30, 2007. Live Date is May 31, 2006 and the anniversary of the Live Date is May 31, 2007. County's budget cycle requires invoicing on July 1<sup>st</sup>, and therefore invoicing for Year 2 of the Maintenance Services Fee shall be on July 1<sup>st</sup>, 2007. The Maintenance Services Fee of \$38,273.40 shall be divided between Maintenance Services and Call-Center Support and prorated as follows:

\$36,453.46 (Maintenance Services in Year 2)  $\div 365 \times 272 =$  \$27,165.32 (dollar value of the fee for Maintenance Services attributed to the period between the anniversary of System Acceptance and July 1<sup>st</sup>)

+

1,819.94 (Call Center Support in Year 2)  $\div 365 \times 30 =$  \$149.58 (dollar value of the Call Center Support Fee attributed to the period between the anniversary of the Live Date and July 1<sup>st</sup>)

The annual payment amounts for the initial software purchase are as follows:

Year 1:	\$12,757.80 (Call Center only)
Year 2:	\$38,273.40 pro-rated as set out above
Year 3:	\$39,038.87
Year 4:	\$39,819.65
Year 5:	\$40,616.04
Year 6:	\$41,428.36
Year 7:	\$42,256.93
Year 8:	\$43,102.06
Year 9:	\$43,964.11
Year 10:	\$44,843.39

3.8 **Payment for Travel Expenses:** The Vendor's travel expenses are incorporated within the prices set out in the Investment Summary, attached hereto as Exhibit C. Should County purchase additional products and/or services not included in the Vendor's Proposal and whose price does not incorporate Vendor's travel expenses, County shall then reimburse the Vendor for any related travel and per diem expenses in accordance with the County's then-current travel policy and only at the County's then-current travel and per diem rates, which are attached as Exhibit F. The County shall provide reasonable advance written notice to the Vendor of any changes in the then-current travel and per diem rates.

3.9 **County Delay and Payment to the Vendor:** The Vendor shall not be held responsible for any delays or failures in the set up, installation, go Live notification, Acceptance or full integration testing of the modules, acceptance of full integration testing, the Interfaces or the System resulting from delays caused by the County's failure to carry out the County's obligations set out in the Task Once Documentation or herein, and the County shall continue to

make the scheduled progress payments set out in Article III. If the Vendor informs the County the System is ready for Acceptance testing and the County delays in Acceptance testing, or if the County fails to notify the Vendor that there are problems with, a module, an Interface or the System, or if the County fails to issue a Certificate of Acceptance within the Performance Period, the County shall pay to the Vendor any and all payments due hereunder.

- 3.10 **Cancellation and Rescheduling Charges.** Should the County cancel, prior to shipment, any part of the System under this Contract, the County agrees to pay to the Vendor cancellation charges, not as a penalty, which shall total all expenses, including labor expenses, incurred by the Vendor prior to said cancellation. Licensed Software, Third Party Software, Interfaces, Enhancements or Hardware that have been specially developed for County's specific applications shall not be subject to cancellation. Cancellation or rescheduling is not permissible after shipment of the System.

#### ARTICLE IV – RESPONSIBILITIES OF THE COUNTY

- 4.1 **Appropriation of Funds.** In the event the County does not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in the Contract, the County may unilaterally terminate the Contract immediately upon written notice to the Vendor. In the event that the County terminates the Contract under this Section 4.1, the County shall pay the Vendor for any costs incurred or services rendered by the Vendor up to the date of termination. Notwithstanding anything herein to the contrary, under no circumstances shall this Contract be interpreted or construed to bind the County beyond the extent of the funds appropriated by the County Commissioners for the performance of the County's obligations hereunder. The County acknowledges that the County shall not request the Vendor to deliver products, perform services or incur expenses exceeding any available funding. In the event that the County terminates the Contract under this Section 4.1, and the County does not pay the Vendor for any costs incurred or services rendered by the Vendor up to the date of termination, the Vendor shall have the right to remove any equipment, products, Hardware, Licensed Software and Third Party Software installed at or delivered to the County.
- 4.2 **County Property.** Any data or material which the County furnishes to the Vendor shall remain the property of the County. When the Vendor no longer needs such data or material for its performance of this Contract, the Vendor shall return such data or material to the County or destroy such data or material using a method approved by the County.
- 4.3 **County Ownership.** Any documentation or report created for the exclusive use of the County resulting from the execution of this Contract shall be the sole property of the County.

#### ARTICLE V – RESPONSIBILITIES OF THE VENDOR

- 5.1 **Compliance with Laws.** The Vendor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract and shall obtain all necessary licenses and permits thereunder.

- 5.2 **Taxes.** The County shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Vendor, and the Vendor shall pay all such taxes; furthermore, should the County nevertheless pay any such taxes, the Vendor shall reimburse the County therefore. In the event of non-payment of any taxes, the County will timely notify the Vendor of such non-payment and of the County's intention to make such payments. The County is tax exempt under state law and will provide the Vendor with its tax exemption certificate
- 5.3 **Advertising.** The Vendor shall not use any indication of its services to the County for commercial or advertising purposes. However, the Vendor may list the County as a reference account for prospective customers and issue one (1) press release to announce the signing of this Contract.
- 5.4 **Anti-Kickback Provision.** The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 5.5 **Year 2050 Compliance.** The Vendor warrants that the Licensed Software shall successfully transition into the year 2050 with the correct system date.
- 5.6 **Licensed Software Maintenance Lifecycle Protection.** Provided that the County's operating system, Licensed Software and Hardware products are up-to-date, and provided that the County has maintained its Maintenance and Support Services payments to the Vendor throughout the Term of the Contract, in the event the Vendor makes available during the Term successor software products (i.e., software products based on a new technical architecture) with substantially similar functionality to the Licensed Software ("Successor Products") the County may transfer the Licensed Software to the Successor Products for no additional Licensed Software license fees. In such event, notwithstanding anything to the contrary herein, the County shall pay the then-current Licensed Software Maintenance Services Fee and Maintenance Support Fee for the Successor Products, in addition to any mutually agreed upon fees for Services and third party fees associated with the Successor Products. The County shall be responsible for ensuring that all operating system, Licensed Software and Hardware requirements are up-to-date and compatible with the Successor Products. Upon receipt of notification from the Vendor that it plans to introduce a Successor Product, the County shall have fifteen (15) months from the notification date to determine whether it will license the Successor Product. The Vendor shall, for that fifteen (15) month period continue to provide Maintenance and Support Services for the version of the Licensed Software prior to a Successor Product. If at the termination of the fifteen (15) month period the County does not license the Successor Product, the Vendor will not be responsible for failures of the System, nor shall the Vendor be obligated to provide the Maintenance and Support Services.

5.7 **Status Reports.** The Vendor's Project Manager shall, upon request by the County, furnish the County with status reports indicating the percentage of the total hours allotted for this Contract in the Statement of Work and Project Plan that has been provided to the County.

**ARTICLE VI – HUMAN RIGHTS**

6.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Vendor agrees that it shall be an unlawful employment practice for an employer:

- (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
- (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex or national origin."

By entering into this Contract, the Vendor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

**ARTICLE VII – INDEMNITY AND INSURANCE**

7.1 **Indemnification.** Subject to the limitations of liability set out in Section 18.3, the Vendor shall indemnify, defend and hold harmless the County, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and reasonable expenses (including court costs and reasonable attorneys' fees) arising from any material default or material breach by the Vendor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Vendor, its officers, agents and employees (collectively "Claims"). The Vendor shall, upon written notification from the County, assume and defend, at the Vendor's expense, the County from any Claims. The Vendor's liability under this Section for any cause whatsoever, and regardless of the form of action, whether in contract or tort (including negligence) shall not exceed one million dollars (\$1,000,000.00). The Vendor shall not be responsible for any acts, errors, omissions or negligence of County, its officers, agents or employees.

7.2 **Insurance.** The Vendor shall keep in full force and effect at all times during this Contract and all extensions hereof, and shall furnish the County with evidence of the following types of insurance in the amounts specified with an insurer licensed to do business in the State of North Carolina:

- a. Commercial General Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence. Commercial General Liability includes: contractual, independent contractors, products and completed operations; personal and advertising injury; tenant legal liability; and medical expense.



- b. Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- c. Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301. If any employee of the Vendor is not subject to the North Carolina Workers' Compensation Act, the Vendor shall nevertheless compensate such employee at the level required by that Act.
- d. The Vendor shall furnish the County a certificate of insurance evidencing the above coverage, naming the County, its officers and its employees as additional insured on Commercial General Liability and Automobile Liability Policies and providing that the coverage will not be canceled without sixty (60) calendar days' written notice to the County. In the event Vendor reduces coverage below the amounts set forth above, Vendor will provide the County with sixty (60) calendar days' prior written notice.

**ARTICLE VIII – ASSIGNMENT AND TERMINATION**

- 8.1 **Assignment.** Assignment by the Vendor to any third party of any contract based on the County's Request for Proposals or any monies due shall be absolutely prohibited and will not be recognized by the County unless approved in advance by the County in writing.
- 8.2 **Termination for Cause.** The Vendor shall have a thirty (30) calendar day period within which to cure an Event of Default as set out in Section 8.3, commencing upon the Vendor's receipt of notice of default from the County. The County shall notify the Vendor within three (3) Days of becoming aware of such Event of Default. If the Event of Default is not cured at the end of the cure period, the County may terminate this Contract effective immediately upon the Vendor's receipt of notice of termination. Subject to Section 13.7, the County will make payments to the Vendor for Accepted products, Licensed Software, Third Party Software, Hardware and services and delivered to the County, and for costs and expenses incurred by the Vendor prior to the date of the Vendor's receipt of the County's termination notice.
- 8.3 **Event of Default by the Vendor.** Subject to an event of Force Majeure, as set out in Section 10.4 of this Contract, and subject to Section 8.4, any one of the following events shall constitute an Event of Default by the Vendor:
  - a. The abandonment of the Contract by the Vendor or any portion thereof;
  - b. The abandonment by the Vendor of the Services or of the Maintenance and Support Services, provided that such abandonment is not on account of the County's failure to pay undisputed Services Maintenance and Support Services fees;
  - c. The Vendor's failure to cure a Substantial Breach within thirty (30) calendar days of receiving written notice from the County;
  - d. Three (3) occurrences of a Substantial Breach within any consecutive twelve-month period, provided that the County has given notice of each Substantial Breach to the Vendor, regardless whether the Vendor shall have remedied any such Substantial Breach;

- e. The discovery by the County that any material statement of fact furnished to the County by the Vendor in connection with the Vendor's Proposal for the privilege awarded hereunder is false or materially misleading;
- f. Commencement of any insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or adjustment of indebtedness) against the Vendor or any guarantor or surety of this Contract, if an order for relief is entered against such party and the same is not stayed or vacated within thirty (30) calendar days after entry thereof, or if such party fails to secure a discharge of the proceedings within sixty (60) calendar days after the filing thereof;
- g. The making by the Vendor or by any guarantor or surety of this Contract of an assignment for the benefit of its creditors or the filing of a petition for or the entering into of an arrangement with its creditors;
- h. The appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of the Vendor or of any guarantor or surety of this Contract, whether or not judicial proceedings are instituted in connection with such appointment or sufferance; and
- i. The placement of any lien or levy upon property used by the Vendor in its operations of the Licensed Software which is not discharged of record within sixty (60) calendar days, or any levy under any such lien.

8.4 **Delays:** No Event of Default shall be considered to have occurred, nor shall the Vendor be held responsible due to any delays or failures resulting from an event of Force Majeure, as set out in Section 10.4 herein, or due to any delays which are documented and demonstrated by the Vendor as resulting from the County, its employees or any of the County's third party vendors, subcontractors or other third parties under the control of the County. The County shall use reasonable efforts to ensure the County's third party vendors, subcontractors and other third parties under the control of County collaborate with the Vendor.

#### ARTICLE IX – DISPUTE RESOLUTION

- 9.1 **Choice of Law.** The laws, rules, and regulations of the State of North Carolina shall govern this Contract and any performances made or actions brought hereunder.
- 9.2 **Choice of Forum and Venue.** Any action arising from this Contract or its performance shall be brought and maintained only in a court located within the Chatham County, North Carolina.
- 9.3 **Jurisdiction Acknowledgement.** The Vendor accepts the jurisdiction of any court of competent jurisdiction in which an action is brought pursuant to this article for purposes of that action and waives all defenses to venue and jurisdiction in such courts. .
- 9.4 **Contract Construal.** Neither the form of this Contract, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.



9.5 **Dispute Resolution.** Should a dispute arise with respect to this Contract, the Vendor and the County agree to act immediately to resolve any such dispute. The County may withhold fees associated with disputed products or services until such dispute is resolved. The Vendor will continue providing services, including Maintenance and Support Services, during a dispute. Notwithstanding the foregoing, the Vendor may suspend providing services in dispute during the dispute resolution process, except for Maintenance and Support Services, which Vendor may only suspend if the County fails to pay undisputed Licensed Software and Third Party Software Maintenance Services Fees or Call Center Support Services Fees within sixty (60) calendar days of the due date, provided, however, that the obligation of the Vendor to provide such Maintenance and Support Services will terminate once the dispute resolution process set out in 9.5 b has been carried out. If the Vendor and the County cannot resolve a dispute within thirty (30) calendar days following notification in writing by either party of the existence of said dispute, then the following procedure shall apply:

- a. Each party shall appoint one person to act as impartial representative in an attempt to resolve the dispute. However, the County's representative shall be a member of the County's Contracts Administration Team assigned to this dispute. The appointed individual shall be of sufficient knowledge and experience to understand and deal with the dispute but shall not be a person assigned to the project. The appointed individuals will appoint a third person. The set of five (5) individuals consisting of the County's Project Manager for this project, the Vendor's Project Manager for this project, and the three (3) appointees is called a Dispute Resolution Group.
- b. The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a minimum of four (4) four-hour sessions during the subsequent four (4) Days in an attempt to resolve the dispute. Any resolution shall be reduced in writing and signed by the Vendor and the County in a manner consistent with Section 10.6 so that such resolution shall constitute a modification to the Contract. The costs associated with the foregoing dispute resolution process shall be shared equally between the Vendor and the County.
- c. In the event the Dispute Resolution Group fails to resolve the dispute, the parties may agree to submit to non-binding mediation. Otherwise, either party may assert its other rights and remedies under this Contract or within a court of competent jurisdiction in accordance with Section 9.2.
- d. The County and the Vendor agree to modify the implementation schedule to the extent it is affected by the dispute resolution process.

**ARTICLE X – MISCELLANEOUS PROVISIONS**

10.1 **Exhibits and Order of Precedence:** The Exhibits set out in this Section 10.1 form an integral part of this Contract and are incorporated into and made part of this Contract. The following order of precedence shall apply in the event of a conflict among any of the documents forming part of this Contract:



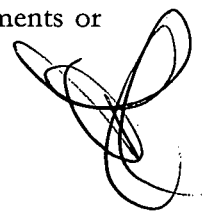
- a. this Contract;
- b. the Task One Documentation, except for the Investment Summary, attached hereto as Exhibit A;
- c. the Vendor's Proposal, attached hereto as Exhibit B;
- d. the Investment Summary, attached hereto as Exhibit C;
- e. the County's Request for Proposal, attached hereto as Exhibit D;
- f. the Escrow Agreement, attached hereto as Exhibit E;
- g. the County's Travel Policy, attached hereto as Exhibit F;
- h. the Vendor's Service Description Document, attached hereto as Exhibit G; and
- i. the Vendor's Responses to Post Proposal Conference Questions, attached hereto as Exhibit H.

10.2 **Audit.** The Vendor shall maintain full and complete books and records of its accounts for the County in accordance with generally accepted accounting practices. Such books and records pertaining to the County shall be retained for a period of three (3) years, and shall at all reasonable times on prior written notice be available for audit and inspection at the Vendor's office during normal business hours by the County or a designated representative of the County.

10.3 **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.

10.4 **Force Majeure.** If either party is unable to perform its obligations under this Contract due to an event of Force Majeure such obligations shall be suspended as long as the Force Majeure persists, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay. As used herein, "Force Majeure" means: acts of God, explosion, flood, lightening, epidemic or accident; war, hostilities, invasion or act of foreign enemies; rebellion, revolution, insurrection, terrorist act, military or usurped power of civil war; riot, civil commotion or disorder; strikes, lock-outs or other industrial actions or trade disputes of whatever nature; or any cause or circumstance whatsoever beyond the parties' reasonable control.

10.5 **Merger.** This Contract, including the Exhibits incorporated herein, and any mutually agreed upon amendments that follow, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Vendor and the County regarding those terms. No prior written agreements or



contemporaneous or prior oral agreements between the Vendor and the County regarding this Contract's subject matter shall be of any effect.

- 10.6 **Modification.** This Contract shall not be amended, modified, or otherwise changed except by the written consent of the Vendor and the County given in the same manner and form as the original signing of this Contract.
- 10.7 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, the County and the Vendor hereby agree that (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the County or the Vendor; (iii) no individual or entity shall obtain any right to make any claim against the County or the Vendor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this Section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.
- 10.8 **Notice.** All notices required for the purposes of this Contract shall be in writing and shall be delivered personally, by courier, by registered mail, prepaid post with return receipt, or by facsimile, addressed to:.

For the County:  
County Manager  
12 East Street  
Pittsboro, NC 27312  
Tel: (919) 542-8201  
Fax: (919) 542-8272

For the Vendor:  
Reginald Weiser, President  
cc: Dimitra Diplarakos, Senior Corporate Legal Counsel  
Positron Public Safety Systems Corp.  
5101 Buchan, Suite 400  
Montreal, Quebec Canada H4P 2R9  
Tel: (514) 345-2200  
Fax: (514) 345-2227  
E-mail: [rweiser@positron911.com](mailto:rweiser@positron911.com)  
[ddiplarakos@positron911.com](mailto:ddiplarakos@positron911.com)

or to such other coordinates as each party may, from time to time, designate in writing to the other party. Any such notice shall be considered to have been delivered if sent by facsimile on the first business day after transmission, and in all other cases, on the date of actual delivery. As used in this Section 10, "business day" means any day of the week, excluding Saturday, Sunday and statutory or civic holiday.

- 10.9 **Severability.** The illegality or invalidity of any term or clause of this Contract shall not affect the validity of the remainder of the Contract, and the Contract shall remain in full force and effect as if such illegal or invalid term or clause was not contained herein.
- 10.10 **Waiver.** The waiver by either party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract. No waiver of any breach of any term or provision of this Contract shall be effective or binding unless made in writing and signed by the party purporting to grant the waiver.
- 10.11 **References:** The terms “hereof”, “hereunder” and similar expressions refer to this Contract and not to any particular Section, subsection or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references to Sections, subsection, and Exhibits are to Sections of, subsections of, and exhibits to and this Contract.
- 10.12 **Extended Meanings:** In this Contract, words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations. The term “including” or “includes” means “including without limiting the generality of the foregoing.”
- 10.13 **Due Date:** In the event that any due date in virtue of this Contract falls on a non-business day, the following business day shall be deemed to be the due date.
- 10.14 **Survival.** Sections 10.4, 11.20, 11.22, 11.31, 11.38, Articles XVI and XVII, Sections 18.3, 22.2 and 22.5 and this Section 10.14 shall survive the expiration or termination of this Contract and shall remain in full force and effect.
- 10.15 **Counterparts.** This Contract may be signed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same document.



**SPECIAL TERMS AND CONDITIONS  
(INFORMATION TECHNOLOGY)**

**ARTICLE XI – DEFINITIONS**

For the purposes of this Contract, the following terms shall have the meanings ascribed to them below, unless the context clearly indicates that another meaning was intended:

- 11.1 **Acceptance.** “Acceptance” shall mean the County’s signature of the certificate of Acceptance for each item of Licensed Software which will occur pursuant to the terms and conditions of Section 13.5. The verb “accept” shall also have this meaning. The certificate of Acceptance shall include as a required attachment an Acceptance checklist, the contents of which the parties shall mutually agree.
- 11.2 **Acceptance Documents.** “Acceptance Documents” shall mean the Vendor’s Acceptance Test Plan checklist set forth in the Vendor’s Proposal and as amended by the Statement of Work and Project Plan, Vendor Clarifications, and the Documentation.
- 11.3 **Acceptance Test Plan.** “Acceptance Test Plan” has the meaning ascribed to it in Section 13.1.
- 11.4 **Authorization to Proceed.** “Authorization to Proceed” shall mean a formal document that is signed by County prior to Vendor proceeding with Implementation of any given product or Services.
- 11.5 **Call Center Support Services.** “Call Center Support Services” means the Vendor’s team of first level support technicians providing help desk services to the County twenty-four (24) hours-a-day seven (7) days-a-week, as set out herein.
- 11.6 **Certificate of Installation.** “Certificate of Installation” shall mean a written document, which the Vendor shall deliver to the County, which authorized representatives of both the Vendor and the County must sign, and which confirms that the Vendor has Installed the Licensed Software at the County’s premises, that the Vendor has delivered the Documentation to the County’s premises, and that the Licensed Software complies materially with the specifications contained in the Vendor’s Documentation. In the event the County fails to sign the Certificate of Installation within fifteen (15) calendar days of receipt without cause, Certificate of Installation shall be deemed delivered to the Vendor.
- 11.7 **Code.** “Code” shall mean computer programming executable code and shall include any Enhancements, Interfaces, or updates thereto created by the Vendor. Unless otherwise specified, Code shall include Object Code only.
- a. **Object Code** – “Object Code” shall mean the machine-readable form of the Code.
- b. **Source Code** – “Source Code” shall mean the human-readable form of the Code.

11.8 **Confidential Data.** "Confidential Data" shall mean all data that the County supplies to the Vendor. North Carolina law may prohibit the unauthorized disclosure, dissemination or release of much of the data that the County will supply to the Vendor to enable the Vendor to meet its obligations under this Contract.

11.9 **Days.** "Days" shall mean business days observed by the County. The County's business day is between 8 AM and 5 PM (Eastern Time), Monday through Friday, except for County holidays.

11.10 **Defect.** For purposes of Acceptance testing and Maintenance and Support Services, the term "Defect" means failure of the Licensed Software to conform to the functional descriptions of the Licensed Software in the Vendor's Proposal as amended by the Statement of Work and Project Plan, and the then-current version of the Licensed Software user manuals. In the event of conflict between the aforementioned documents, the Statement of Work and Project Plan will control through Phase II Acceptance and the then-current version of the Licensed Software Documentation will control thereafter. Examples of Priorities are set forth in Vendor's Support Call Process document. However, Vendor will defer to the County, in its reasonable discretion in accordance with this definition, in assigning a Priority to a Defect.

a. **Priority 0 Defect.** "Priority 0 Defect" shall mean a Defect that prevents system users from accessing, using, or benefiting from the Licensed Software, that compromises the County's applicable associated business processes, that is not in compliance with Mandates or that has an adverse impact on the integrity of the data, whether these failures are catastrophic or random losses of functionality or data. In other words, the Licensed Software is not functioning to the point that the Licensed Software is the cause of the County not being able to enter and store data at any point when using the Licensed Software and the Licensed Software may be down or non-operational. The following list represents examples, referenced in the Vendor's Support Call Process Document, of what the County deems Priority 0 Defects:

1. Critical Issue – Licensed Software is down;
2. Undiagnosed but feared critical; intermittent processing errors or unstable performance
3. Situation may require a restore – Licensed Software use suspended until a diagnosis is given;
4. Federal deadline / penalty or fine to be levied;
5. State/local deadline / penalty or fine to be levied;
6. Federal/State/local deadline approaching within 15 Days;
7. Implementer on site and training cannot continue due to the Vendor's action or inaction;
8. Site is going live today;
9. System down due to hard drive/server failure caused by the Licensed Software, provided the County is under a current contract with the Vendor; or
10. System down due to expired/deactivated license.

b. **Priority 1 Defect.** "Priority 1 Defect" shall mean a Defect that prevents only certain system users from accessing, using, or benefiting from all or part of the Licensed Software or that causes intermittent errors in the use of the Licensed Software. The Licensed Software functions with inconveniences or programmatic error; however, the Licensed Software has not stopped the County's daily operations or affected the County's data. The following list represents examples, referenced in the Vendor's Support Call Process Document, of what the County deems Priority 1 Defects:

1. Severe issue, but there is a work around;
2. Federal/State/local deadline approaching within 30 Days;
3. Issue that may cause Vendor to contact an external vendor so time to solve is not within Vendor's control;
4. Issue that may need to be evaluated for a major release so it is critical because of the release deadline;
5. Request for new media – timing critical; or
6. The County calling back with validation information on a modification sent to the site for confirmation.

c. **Priority 2 Defect.** "Priority 2 Defect" shall mean a Defect that is either cosmetic in nature or does not have an adverse impact on users in the normal use of the Licensed Software or is not a Priority 0 Defect nor a Priority 1 Defect.

11.11 **Defect Correction.** "Defect Correction" shall mean either (i) a modification of or addition to the Licensed Software that, when made or added to the Licensed Software, corrects a Defect or (ii) a procedure or routine accepted by both parties that, when observed in the regular operation of the Licensed Software, eliminates the practical adverse effect on the County of a Defect while preserving the efficiency of the County's public safety system operations in conformity with the RFP and the Vendor's Documentation.

11.12 **Delivery.** When describing software, "Delivery" shall mean the point before Installation at which the Vendor has physically or electronically provided such software to the County's premises. When describing deliverables other than software, "Delivery" shall mean the point at which the Vendor has physically or electronically provided such items to the County's premises. The verb "deliver" shall also have these meanings.

11.13 **Documentation.** "Documentation" shall mean the Vendor's standard software manuals, entity relationship models, data dictionaries, release notes, and user's guides pertaining to the Licensed Software.

11.14 **Enhancement.** "Enhancement" shall mean any software change, modification, improvement, translation, service, development, upgrade or update or collection thereof resulting in functional changes to the Licensed Software. However, the term Enhancement shall not include either Defect Corrections or modifications made by the Vendor to keep the Licensed Software in compliance with Mandates. The Vendor and the County shall define any Enhancements in a written statement of work signed by both parties.

11.15 **F.O.B.** "F.O.B." means freight on board Chatham County, North Carolina.

- 10.16 **Full Integration Testing.** “Full Integration Testing” means testing of the modules in order to determine if they work together as specified for thirty (30) consecutive days.
- 11.17 **Hardware.** “Hardware” means the hardware provided by the Vendor to the County, as set out in the Investment Summary.
- 11.18 **Installation.** “Installation” means the delivery of the pre-configured Hardware, the Third Party Software and Licensed Software to the client site so that such Hardware, Third Party Software and Licensed Software is ready for set up, verification and training. The verb “install” shall also have this meaning.
- 11.19 **Intellectual Property Law or Intellectual Property Rights.** “Intellectual Property Law” or “Intellectual Property Rights” means any and all proprietary rights provided under (i) patent law; (ii) copyright law; (iii) trademark law; (iv) design patent or industrial design law; (v) semi-conductor chip or mask work law; or (vi) any other statutory or common law principle applicable to this Contract or the Licensed Software, the Third Party Software or the Hardware provided by the Vendor hereunder which may provide a right, title or interest in or to any ideas, discoveries, formulae, algorithms, concepts, inventions and know-how, including without limitation, trademarks, service marks, designs, source code, integrated circuit topographies, copyrights, as well as design rights, confidential information, trade secrets and any other similar intellectual property or proprietary rights protected in any country.
- 11.20 **Interface.** “Interface” shall mean a software component that connects two or more other components for the purpose of passing information from one to another.
- 11.21 **Licensed Software.** “Licensed Software” shall mean the computer programming executable Object Code as well as any other linked or attached software routines either embedded or otherwise required for the software licensed to the County by the Vendor, such Licensed Software which is set out in the Investment Summary. This Contract may refer either to all of the Licensed Software generally or to particular Licensed Software products. This definition excludes all computer software not developed by the Vendor that might be used in conjunction with the Licensed Software.
- 11.22 **Live (aka Operational).** “Live” means that the Licensed Software is in use, for daily operations, as set forth in the Statement of Work and Project Plan.
- 11.23 **Mandate.** “Mandate” shall mean Federal or State of North Carolina legislation that, as a result of its enactment, requires the Licensed Software to provide specific application functionality. The term “Mandate” shall include agreed upon modifications to Licensed Software during implementation to be compliant with the County's election of existing enabling legislation.
- 11.24 **Maintenance Services.** “Maintenance Services” means the Software Evergreen and On-site Maintenance Services provided by the Vendor.
- 11.25 **Maintenance and Support Services.** “Maintenance and Support Services” means the Maintenance Services and Call Center Support Services provided by the Vendor.



- 11.26 **On-site Services.** “On-site Services” means maintenance services provided by the Vendor’s support technicians at the County’s site.
- 11.27 **Performance Period.** “Performance Period” means the period of time set out in Section 13.5.
- 11.28 **Perpetual License.** “Perpetual License” means an irrevocable, unconditional license in the Licensed Software granted to County in perpetuity, subject to the terms and conditions set out in Sections 13.7, 16.3, 16.6 and 18.9, in exchange for the Licensed Software license fees set forth in the Investment Summary, by the Vendor, the terms of which are binding upon the owner, its heirs, assigns and successors-in-interest.
- 11.29 **Project Management Services:** “Project Management Services” means the services set out in the Vendor’s Proposal, more specifically the tasks set out in sub-section 1.1 of the Vendor’s November 30, 2004 entitled “Service Description Document”.
- 11.30 **Proprietary Information.** “Proprietary Information” shall mean any data, information, or material for which the Vendor (i) invokes the protections of Chatham County Code, as amended, prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected as Proprietary Information, and (iii) states the reasons why protection is necessary. Proprietary Information shall include any information belonging to the Vendor in which the Vendor holds any Intellectual Property Rights.
- 11.31 **Services.** “Services” shall mean the following services when provided by the Vendor to the County:
- a. Installation as set forth in the Investment Summary.
  - b. Implementation in the quantity set forth in the Investment Summary, as amended by the Statement of Work and Project Plan
  - c. Interfaces and Enhancements set forth in the Investment Summary, as amended by the Statement of Work and Project Plan, and
  - d. Verification testing.
- 11.32 **Software Evergreen.** “Software Evergreen” means provision to the County of the most recent versions of the purchased Licensed Software, minor and major releases, and problem workarounds, all of which shall become subject to the software license terms and conditions set out herein.
- 11.33 **Software Release.** “Software Release” shall mean a new version of the Licensed Software that may include Defect Corrections, Interfaces, and Enhancements.
- 11.34 **Substantial Breach.** “Substantial Breach” shall mean (i.) Vendor’s failure to Install all of the Licensed Software and Third Party Software, (ii.) failure to complete implementation by the dates set forth in the mutually agreed Statement of Work and Project Plan, (iii.) failure to modify the Licensed Software so that it remains compliant with Mandates, , (iv.) abandonment of the Contract or any portion thereof without consent by the County, unless such abandonment is on account of the County’s failure to pay to the Vendor undisputed

amounts due hereunder, (v.) failure to correct a Priority 0 Defect, or (vi.) abandonment of its management and on-going maintenance of the Licensed Software in accordance with this Contract, unless such abandonment is on account of the County's failure to pay to the Vendor undisputed project management fees and undisputed on-going Maintenance and Support Services fees due hereunder. The Vendor shall not be deemed to be in Substantial Breach resulting from an event of Force Majeure, as set out in subsection 10.4, or if the Vendor's failure to carryout the obligations set out herein is caused by any delay resulting from the County or any of the County's third party vendors or subcontractors.

- 11.35 **Substantial Nonconformity.** "Substantial Nonconformity" means a failure of the Licensed Software to substantially conform to the Acceptance Documents.
- 11.36 **System.** "System" means the Licensed Software, the Third Party Software and the Hardware provided by the Vendor to the County hereunder.
- 11.37 **Third Party Software.** "Third Party Software" shall mean any software not developed by the Vendor, such Third Party Software which is set out in the Investment Summary, and licensed hereunder.
- 11.38 **Training.** "Training" shall mean dedicated professional education on use of the Licensed Software. Training may consist of both structured classroom training and individual operator training and assistance in "live data" situations. Training does not include fit analysis, Installation, or Analysis Services.
- 11.39 **Vendor Proprietary Information Software.** Section 2.2-3705.1(6) of the Code of North Carolina defines "Vendor Proprietary Information Software" to mean "computer software acquired from a vendor for purposes of processing data for agencies or political subdivisions of the State." For the purposes of this Contract, "Vendor Proprietary Information Software" shall mean the Licensed Software, any Third Party Software provided to the County, and any Enhancements, Software Releases or Interfaces that the Vendor makes thereto.

## ARTICLE XII – STATEMENT OF WORK AND PROJECT PLAN

- 12.1 **Generally.** As part of Task One, the Vendor shall develop a Statement of Work and Project Plan with Gantt Chart with assistance from the County's Project Manager. The Statement of Work and Project Plan shall further define the Services to be provided by the Vendor pursuant to Section 1.0 above and shall set forth a schedule for the implementation of these Services. The County's Project Manager must approve in writing the Statement of Work and Project Plan before it can take effect, such approval which shall not be unreasonably withheld. The Vendor shall not be responsible for any delays occasioned by the failure of the County's Project Manager to approve the Statement of Work and Project Plan. Once approved in writing by the County's Director of Finance, the Statement of Work and Project Plan shall be incorporated into and made a part of this Contract.
- 12.2 **Modification of Statement of Work and Project Plan.** Changes in or modifications to the Statement of Work and Project Plan shall take effect only if agreed to by both the Ven-

dor and the County and only if expressed in a written Memorandum of Understanding signed by the Vendor's Project Manager and the County's Project Manager.

12.3 **Time of the Essence.** The parties hereto agree that time is of the essence in the performance of this Contract. The Vendor understands that the Delivery and Installation of its products and Services within the timeframes and guidelines specified by the Statement of Work and Project Plan is essential to this Contract's success.

12.4 **Liquidated Damages.** The Vendor acknowledges that it understands and agrees:

- a. That time is of the essence for the performance of this Contract, as stated in Section 12.3 herein.
- b. That the County's damages for the Vendor's failure to make the Licensed Software available for use in Live production on the date(s) set forth in the Statement of Work and Project Plan and to deliver Enhancements and Interfaces identified as "Level 1" in the Statement of Work and Project Plan within thirty (30) calendar days of the deadline identified in the Statement of Work and Project Plan cannot be accurately ascertained or definitely measured, and
- c. That payments specified herein are due to the County as damages for late performance, not as penalties.
- d. Subject to Sections 8.4 and 10.4 herein, provided the County has fulfilled its responsibilities set forth in the mutually agreed Statement of Work and Project Plan, in the event the a Licensed Software is not available for use in Live production on the date(s) set forth in the Statement of Work and Project Plan due to Vendor's action or inaction, Vendor will remit to the County Five Hundred Dollars (\$500) per Day until the said Licensed Software is Live, not to exceed 50% of the license fee associated with the specific Licensed Software module not so available, the value of each specific Licensed Software module as set out in the Investment Summary.
- e. If the County elects to purchase the Enhancements and/or the Interfaces, and provided the County has fulfilled its responsibility to provide the Vendor with the information necessary for Vendor to perform the work related to the purchased Enhancement or Interface (the "County Enhancement and Interface Obligations"), the Vendor agrees that the Enhancements and the Interfaces will be provided to the County by the deadlines set forth in the Statement of Work and Project Plan. Subject to Sections 8.4 and 10.4 herein, if the Vendor fails to deliver an Enhancement or an Interface identified as "Level 1" in the Statement of Work and Project Plan within thirty (30) Days of the deadline identified, the Vendor shall pay to the County a liquidated damages amount equal to Five Hundred Dollars (\$500) per Day until such Enhancement or Interface is provided to the County, such liquidated damages which shall not to exceed 50% of the fee for such Enhancement or Interface, provided the County has fulfilled the County Enhancement and Interface Obligations.

- f. The Vendor hereby waives any defenses as to the validity of any liquidated damages stated in this Contract as they may appear on the grounds that such liquidated damages are void as penalties.

**ARTICLE XIII – ACCEPTANCE TESTING**

- 13.1 **Acceptance Test Plan.** The County Project Manager and Vendor Project Manager shall mutually develop an Acceptance Test to outline procedures for the Acceptance testing of the Licensed Software (the “Acceptance Test Plan”). The Acceptance Test Plan shall include an Acceptance checklist for each delivered and installed Licensed Software product. The Acceptance Test Plan, upon approval by the County’s Project Manager and the Vendor’s Project Manager, shall be incorporated into and made a part of the Statement of Work and Project Plan as a schedule thereto. Further, the Acceptance checklist for each Licensed Software product, upon approval by both the Vendor’s Project Manager and the County’s Project Manager, shall be incorporated into and made a part of the certificate of Acceptance for that Licensed Software product.
  
- 13.2 **Installation.** Provided the County makes the appropriate equipment available to the Vendor, the Vendor will perform the Installation as set out in the Statement of Work and according to the timetable set out therein. Installation objectives will be met and verified for each Licensed Software module on the system. The Certificate of Installation, detailing the Licensed Software modules on County’s hardware, and the date of the Installation and verification test, as well as the initials of the Vendor testing agent and County’s Project Manager is attached hereto and incorporated by reference the County and the Vendor will verify that the Licensed Software module is 1) licensed to the County, 2) properly installed on County’s hardware, 3) at the latest release level, 4) operational and ready for setup training, and 5) at least one (1) operational workstation and one (1) operational printer are connected to the system. This will entail accessing the Licensed Software module and verifying that every screen option will open properly. The Vendor shall produce a printed header report and attach the report to a copy of the Certificate of Installation as verification of Installation acceptance.
  
- 13.3 **Training.** Licensed Software will be scheduled for Training on a timetable according to mutual agreement of both parties, and accepted by County when County employees are trained on that Licensed Software and the Licensed Software performs in conformance with the Acceptance Documents. The County will notify Vendor in writing upon successful completion of each application module. Training by Vendor will be confirmed by County in writing by the initialed Customer Service Report (CSR) for the hours of training provided. Such Training is to be authorized by the County’s Project Manager, as evidenced in the mutually agreed Statement of Work and Project Plan, and conducted by Vendor. County personnel will be trained by the Vendor in the use of the Licensed Software. The Vendor shall provide County written certification upon completion of the Training.
  
- 13.4 **Additional Testing Related to Licensed Software.** The County shall, as part of the Acceptance testing for the Licensed Software, initiate the test in accordance with the mutually agreed upon Statement of Work and Project Plan and Acceptance Test Plan upon its receipt of the Certificate of Installation for each Licensed Software product. The County shall have

five (5) Days from Installation to complete the verification test in accordance with Vendor's Verification Document set out in the Vendor's Proposal.

13.5 **Licensed Software Acceptance.** Acceptance will be conferred on the basis of individual Licensed Software. The Acceptance Documents will serve as the basis for developing the Acceptance checklist that is part of the Acceptance Test Plan. The procedure for Acceptance will be as follows:

- a. **Performance Period.** With respect to each Licensed Software module Installed, there shall be a performance period not to exceed forty-five (45) calendar days. The performance period shall commence on the first Day after the County's receipt of notice from the Vendor that Training on the appropriate Licensed Software module is complete. It is hereby understood that the performance period begins after Training, Implementation and Analysis Services, applicable Enhancement and Interface development, and the Documentation are completed in accordance with the Statement of Work and Project Plan. During the performance period, the County will verify that the Licensed Software and any Enhancements and Interfaces Delivered and Installed substantially comply with the Acceptance Documents.
- b. The County, at its sole discretion, may suspend Acceptance testing for a period of five (5) Days to allow the Vendor to correct any Priority 0 Defects. The County shall furnish the Vendor with its Acceptance test results, including all Priority 0 Defects and Priority 1 Defects identified during the Acceptance testing of each Licensed Software product, in writing within five (5) Days of the last Day on which the County conducts Acceptance testing. Notwithstanding anything set forth herein, the County's use of Licensed Software in Live production for forty five (45) consecutive calendar days shall constitute Acceptance.
- c. During the performance period County shall operate the Licensed Software in accordance with County's normal operating practices. County shall determine during this period if the Licensed Software performs substantially in accordance with the Acceptance Documents and representations set forth in the Vendor's Enhancement and Interface specifications. In the event that the Licensed Software contains a Substantial Nonconformity, upon written notice from the County to Vendor, Vendor shall modify or adjust the Licensed Software to cure the Substantial Nonconformity at Vendor's expense.
- d. Promptly upon successful completion of the performance period, County shall issue the certificate of Acceptance.
- e. In the event the Licensed Software fails to be Accepted by the County after the initial performance period due to a Substantial Nonconformity, the Vendor shall have the opportunity to cure any Defect pursuant to Section 13.6.
- f. In the event the Licensed Software fails to be Accepted by the County after the second performance period due to a Substantial Nonconformity, the County shall have the opportunity to reject the Licensed Software pursuant to Section 13.7.

- 13.6 **Cure of Acceptance Test Failure.** Beginning on the first Day following the initial performance period, the Vendor shall have ten (10) calendar days to correct any Priority 0 Defects not already corrected during any discretionary suspension of Acceptance testing by the County pursuant to Section 13.5 above and ten (10) calendar days to correct any Priority 1 Defects that the County identifies during its Acceptance testing. Following the tenth (10<sup>th</sup>) calendar day, a second performance period shall commence upon the County's receipt of written notice of completion of said corrections.
- 13.7 **Rejection.** If the Licensed Software still contains a Substantial Nonconformity forty-five (45) calendar days after the commencement of the second performance period, the County shall have the right to terminate i) its license in the Licensed Software module containing such Substantial Nonconformity; or ii) this Contract in its entirety in the event such Substantial Nonconformity is in the Power CAD software.. If the County chooses to cancel the purchase of any Licensed Software module pursuant to this Section, the County shall receive from the Vendor i) a refund equal to the Licensed Software license fee paid by the County for the Licensed Software module containing the Substantial Nonconformity (the "Non-Conforming Software"), less any amounts paid to the County by the Vendor for the Non-Conforming Software as liquidated damages, and the County shall return to the Vendor forthwith the Non-Conforming Software, and any copies thereof, or ii) in the event of a Substantial Nonconformity in the Power CAD software, a refund equal to all Licensed Software license fees and services fees paid by the County hereunder, less any amounts paid to the County by the Vendor in relation to the Licensed Software and the services, including liquidated damages paid by the Vendor, and the County shall return forthwith all Licensed Software to Vendor. Such refund shall be made by the Vendor thirty (30) calendar days after notice by County to the Vendor of such cancellation.

#### ARTICLE XIV – PROJECT RESPONSIBILITIES OF THE COUNTY

- 14.1 **County Products.** Any County-specific code segments, reports, screens, or new and independent applications that access data from or through the Licensed Software that the County develops and builds with or without any development assistance from the Vendor shall remain the sole property of the County. The County acknowledges and agrees that the Vendor shall not provide Maintenance and Support Services on such code segments, reports, screens, or new and independent applications.
- 14.2 **Maintenance of Equipment.** The County shall maintain all equipment owned or leased by the County in good working order and in accordance with manufacturer's specifications. The County shall be responsible for the continued availability of other computer or communications hardware and software necessary to ensure the timely delivery of the Licensed Software and any Enhancements, Interfaces, or Defect Corrections.
- 14.3 **Provision of Data.** The County shall be solely responsible for the quality and accuracy of all data that it provides to the Vendor. If the County does not provide its data to the Vendor in accordance with the Vendor's specified format and schedule, the Vendor shall use reasonable efforts to reschedule and process the data as promptly as possible, but related expenses incurred by the Vendor shall be charged to the County and the Vendor shall not be liable for resulting delays in the schedule set forth by the Statement of Work and Project Plan.

14.4 **Compliance with Instructions and Procedures.** The County shall comply with all operating instructions for the Licensed Software and any Enhancements, Interfaces, or Defect Corrections thereto that the Vendor Delivers to and Installs at the County's premises and that the County Accepts. Except as this Contract otherwise provides, the County shall be responsible for the supervision, management and control of the County's use of the Licensed Software, including, without limitation, the implementation of (i) sufficient procedures to satisfy the County's requirements for the security and accuracy of the input that the County provides and (ii) reasonable procedures to verify reports and other output from the Vendor within the required time frames.

14.5 **Project Manager.** The County shall assign a County employee or independent contractor to serve as its Project Manager. In the event the County assigns an independent contractor to serve as its Project Manager, the County shall require such independent contractor to sign a confidentiality agreement prepared by the Vendor prior to performing services on this project. Unless otherwise approved by the County's Project Manager or by the County Manager, the Vendor shall communicate with the County only through the County's Project Manager. In the event of an unresolved dispute with the County's Project Manager, such dispute will be resolved in accordance with Section 9.5 of this Contract.

14.6 **Miscellaneous Responsibilities.** The County shall cause its personnel to:

- a. Attend tests of the Licensed Software;
- b. Inspect the Licensed Software when Installed on the County's equipment;
- c. Review and evaluate the Documentation when delivered;
- d. Furnish the Vendor with reasonable notice of any Defects in either the Licensed Software or the Documentation that the County believes may exist on the basis of any test or other inspection required hereunder; and
- e. Perform tasks outlined in the Statement of Work and Project Plan.

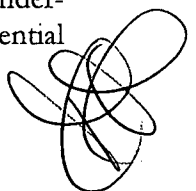
14.7 **Site Obligations.** The County shall, at its expense, ensure at all times that it fulfills the following obligations:

- a. Obtain the necessary consent from the landlord, the building owner, the mortgager and/or any other third parties having an interest in the installation site to install the System to be provided by the Vendor hereunder and to assist the Vendor in obtaining any other necessary approvals and permits for same.
- b. Allow employees or agents of the Vendor access to the site where the System is to be installed (the "Site") at hours consistent with the requirements of installation.
- c. Provide unobstructed access for the installation of the System throughout the Site.
- d. Provide access for the installation of cable and Hardware throughout the Site.

- e. Ensure that any hardware provided by the County for this project meets the Vendor's updated specifications, such updated specifications which shall be set out in the Task One Documentation.
- f. Provide, within the Site, suitable and easily accessible floor space to permit for secure storage of tools, test sets and Vendor employees' personal effects.
- g. Ensure that the premises will meet all temperature, humidity controlled, air-conditioned, and other environmental requirements set forth in the applicable System specifications and will be dry and free from dust and in such condition as not to be injurious to the employees or agents of the Vendor or the System to be installed.
- h. Provide all patching, painting, openings, conduits, floor reinforcements or other mechanical modifications pertinent to this installation.
- i. Provide ample electric current of proper voltage for any necessary purpose suitably terminated in a room where it is required. Provide properly grounded copper cold water pipe before meter ground at equipment locations as specified by the Vendor.
- j. Provide an exclusive dial-up POTS (Plain Old Telephone Service) line or a VPN tunnel to allow for remote diagnostics and a modem for establishing remote access by the Vendor.
- k. Dispose of all packing material.
- l. Maintain a procedure external to the System in which the Licensed Software and the Third Party Software was installed, for the reconstruction of lost or altered files, data, or programs deemed necessary by the County.
- m. Ensure that the Vendor is advised and informed in a timely and detailed fashion of any problems with the System.
- n. Provide the Vendor with any information required under this Contract for performance of same.

**ARTICLE XV – PROJECT RESPONSIBILITIES OF THE VENDOR**

- 15.1 **Changes in Implementation Schedule.** The Vendor shall promptly notify the County of any changes needed to the Statement of Work and Project Plan based on Delivery problems or other factors beyond the Vendor's reasonable control. If these problems persist, the Vendor shall seek a mutually agreeable alternate solution with the County.
- 15.2 **Protection of Confidential Data.** The Vendor shall take all steps necessary to ensure that any Confidential Data provided by County to the Vendor in furtherance of the performance of this Contract are not disclosed to the public or to any organizations or individuals, unless the County first approves such disclosure in writing. The Vendor acknowledges its understanding that the laws of the State of North Carolina prohibit the release of Confidential





Data to unauthorized individuals or organizations and that the Vendor may be liable under those laws for any Confidential Data that it releases to individuals or organizations without written authorization from County. Therefore, the Vendor shall implement procedures to safeguard any Confidential Data provided by County in support of this Contract to the Vendor or to any subcontractor thereof from access by individuals or entities other than its own employees or those of its subcontractors using the Confidential Data in the performance of this Contract. The Vendor shall instruct its employees and those of its subcontractors not to copy or duplicate in any manner other than as required for the normal course of business in the performance of this Contract, or make any disclosures with reference to, any Confidential Data provided by the County.

- 15.3 **Project Manager.** The Vendor shall provide a Project Manager, subject to approval of the County, to oversee the project until its completion, as long as the assigned Project Manager is an employee of the Vendor; provided however, that the County shall have the right to require the Vendor to replace the Project Manager. The Vendor's Project Manager shall oversee the overall project on behalf of the Vendor and shall be on-site during all major project activities as defined in the Statement of Work and Project Plan and for three (3) Days following the County's Live implementation of the Licensed Software. Vendor agrees to coordinate all activity with County on a regular basis.
- 15.4 **Customer Care Representative.** After the System is Live, the Vendor will assign to the County a Customer Care Representative to serve as the County's liaison.

**ARTICLE XVI – LICENSE**


- 16.1 **Ownership.** All right and interest in and title to the Licensed Software, all Enhancements, all Interfaces and all Intellectual Property Rights therein, are vested in and shall remain the property of the Vendor or its licensors. All ideas, concepts, methods, know-how and techniques related to the Licensed Software, the Interfaces and the Enhancements shall remain the sole property of Vendor. This Contract does not provide the County with title to or ownership of the Licensed Software, Interfaces or Enhancements, but only a right of limited use in the Licensed Software, Interfaces and Enhancements through the software license set out herein. Title and all ownership and Intellectual Property Rights in the Licensed Software, Interfaces and Enhancements shall remain with the Vendor and shall not pass to the County. The County shall keep the Licensed Software, the Interfaces and the Enhancements free and clear of all claims, liens, and encumbrances. However, all data processed by the Licensed Software, Interfaces and Enhancements shall remain the County's property. The County agrees not to claim or contest the title or ownership of the Vendor or its licensors in or to the Licensed Software, the Interfaces or the Enhancements or the Intellectual Property Rights therein.
- 16.2 **Grant of Software License.** The Vendor grants to the County a perpetual, non-exclusive, non-transferable license for the County's personnel to use Licensed Software, the Interfaces and the Enhancements at the Site on the number of servers and workstations set out the Investment Summary for the County's internal purposes. The Licensed Software, Interfaces and Enhancements may be used only for, by, or on behalf of the County. This license excludes use by any third parties whose use is not provided for herein. After Installation, the County shall not install the Licensed Software, Interfaces or Enhancements on any other

computer system or use it at any other location without the Vendor's express authorization obtained in advance, which shall not be unreasonably withheld. The Licensed Software, Interfaces and Enhancements are not licensed to perform functions or processing for entities other than the County that were not considered by the Vendor while determining its pricing.

- 16.3 **Restrictions on Use.** Except as set out herein, the County agrees that it shall not: (a) copy the Licensed Software, Interfaces or Enhancements; (b) network the Licensed Software, Interfaces or Enhancements; (c) modify, enhance, reverse-engineer, decompile, disassemble, translate or convert into human readable form all or any part of the Licensed Software, Interfaces or Enhancements or develop derivative works or any functionally compatible, substantially similar or competitive works from the Licensed Software, the Interfaces or the Enhancements. Copyright and other Intellectual Property Laws protect the Licensed Software, the Interface, the Enhancements and any accompanying Documentation. Unauthorized copying of the Licensed Software, the Interfaces, the Enhancements and the accompanying Documentation is expressly forbidden, except as set out herein.
- 16.4 **Term of License.** Notwithstanding the provisions of Article II above, the term of this license with respect to the Licensed Software, the Interfaces and the Enhancements shall commence upon payment of all Licensed Software, Interface and Enhancement fees due and shall remain in force as a perpetual license so long as the parties perform as provided herein or until the County ceases its use of the Licensed Software. The Vendor may terminate the license granted herein and require the County to return the Licensed Software and destroy all copies thereof, if the County is in breach of any of the terms and conditions of the license granted herein. Prior to terminating the license granted herein, the Vendor will advise the County of the breach and provide the County with ten (10) Days to remedy any such breach.
- 16.5 **Archive Copies.** The County shall be entitled to make two (2) copies of the Licensed Software for archival purposes and to make one (1) additional copy each time an operating copy becomes unusable and must be replaced, but only if the County first ensures that all copies it makes of the Licensed Software under this Section include screen displays of the Vendor's proprietary or intellectual property notices as recorded on the original copy provided by the Vendor and the County affixes a label to each disk, reel, or other housing for the medium on which each copy is recorded setting out the same proprietary or intellectual property notices as such appear on the unit of the Licensed Software from which the copy is made in the same manner.
- 16.6 **Effect of Contract Termination.** Upon termination of this Contract, the County shall return or certify the destruction of all copies of the Licensed Software and Documentation, in its custody or possession to the Vendor within thirty (30) calendar days of such termination, and the County shall no longer use the Licensed Software, unless such termination shall have resulted from an Event of Default, in which case such use of the Licensed Software shall be governed by Section 16.2. Further, upon termination of this license, all rights that the Vendor has granted to the County will terminate and will revert to the Vendor.

**ARTICLE XVII – PROPRIETARY INFORMATION**

- 17.1 **Applicability.** This article shall not be applicable to and shall impose no obligation on the recipient with respect to any portion of Proprietary Information which:



- a. Was at the time received generally known or available to the public;
- b. Becomes available to the public through no act or omission of the recipient, its agents, assignees, employees, or successors-in-interest; or
- c. Must be released pursuant to (i) the North Carolina Freedom of Information Act, as amended, (ii) any other applicable law, or (iii) a lawful court order entered by any court of competent jurisdiction.

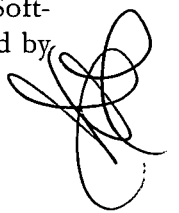
The County's obligations under this article shall remain in effect for as long as the County continues to use or possess the Licensed Software or any trade secrets derived therefrom.

17.2 **Intellectual Property Rights in Licensed Software.** The Vendor claims and reserves all rights and benefits in the Licensed Software and the Documentation that Intellectual Property Law provides. The Licensed Software is a commercially valuable, proprietary product of the Vendor, the design and development of which reflect the effort of skilled development experts and the investment of considerable time and money. The Vendor treats the Licensed Software as confidential, and the Licensed Software contains substantial trade secrets of the Vendor, which the Vendor has entrusted to the County in confidence to use only as expressly authorized by the Vendor in this Contract or otherwise.

17.3 **Confidentiality.** The Vendor and the County shall keep in confidence and shall not disclose to others any Proprietary Information furnished by one party to the other in furtherance of the performance of this Contract.

17.4 **Vendor Proprietary Information Software.** The County recognizes the proprietary nature of the Vendor's Licensed Software and the Third Party Software and agrees that such Licensed Software and Third Party Software constitutes the Proprietary Information of the Vendor or its licensors and that the Licensed Software and the Third Party Software are exempt from the disclosure requirements of the North Carolina Freedom of Information Act. Thus, the County shall not disclose or release the Licensed Software or the Third Party Software to any party requesting it pursuant to the North Carolina Freedom of Information Act or to any other party. The County shall not, at any time, disclose or disseminate the Licensed Software or the Third Party Software to any person who does not need to obtain access thereto consistent with the County's rights under this Contract or other applicable agreements. Under no circumstances shall the County "unlock" the code of the Licensed Software or the Third Party Software, as the term is generally used in the trade, unless authorized by this Contract or other applicable agreements. The County shall devote its reasonable efforts to ensure that all of its personnel and all other persons afforded access to the Licensed Software and Third Party Software shall protect it against improper use, dissemination, or disclosure. In the event the County receives a request to disclose any information in relation to the Vendor's Licensed Software or the Third Party Software, the County shall notify the Vendor of such request to afford the Vendor the opportunity to challenge same.

17.5 **Source Code Escrow.** The Vendor agrees to place the Source Code for the Licensed Software into escrow with a software escrow agent acceptable to both parties, as evidenced by



the executed Source Code Escrow Agreement attached hereto at Exhibit E. The Software Escrow fees shall be paid by the County, such fees which shall not exceed \$2,000.00.

- 17.6 **Ownership of Source Code and Data Models.** The Vendor warrants to the County that the Vendor possesses all the rights in the Licensed Software necessary to enter into this Contract.
- 17.7 **Title.** The Vendor shall retain all right, title, and interest in and to the Source Code, including ownership of trade secrets and copyrights pertaining thereto.
- 17.8 **Data.** The Vendor and the County shall ensure that any data or portions thereof provided by one party to the other in furtherance of the performance of this Contract are not made available by either party or its agents, assignees, employees, or successors-in-interest to the public or to any organizations or individuals, unless such shall be approved in writing by the party to whom the data to be made available belongs.
- 17.9 **Return of Proprietary Information.** Upon termination or expiration of this Contract, the Vendor and the County agree to return to each other Proprietary Information in its possession or control and belonging to the other party, except to the extent that the party to whom the Proprietary Information belongs may provide otherwise in writing.

#### ARTICLE XVIII – WARRANTY

- 18.1 **Licensed Software Warranty.** The Vendor warrants for a period of one (1) year from the date of the County’s acceptance of full integration testing, for the County’s benefit alone, that the Licensed Software conforms in all material respects to the specifications for the current version or any upgraded versions of the Licensed Software as described in the Documentation. This warranty is expressly conditioned on the County’s observation of proper operating, security, and data-control procedures as set forth in the Documentation provided with the Licensed Software. The County acknowledges that any unauthorized modifications made by the County to the Licensed Software shall render Vendor’s warranty void.
- 18.2 **Hardware Warranty.** The Vendor warrants for a period of three (3) years from the date of Installation, that the Hardware conforms in all material respect to the specifications described in the Hardware documentation.
- 18.3 **Limitation of Liability.** Subject to anything to the contrary contained herein, the Vendor’s sole obligation and liability and the County’s sole remedy for the Vendor’s negligence, breach of warranty, breach of contract or for any other liability in any way connected with or arising out the Licensed Software, the Third Party Software, the Hardware (collectively the “Vendor System”), this Contract or the Services provided hereunder shall be as follows:
- a. In all situations involving the performance or non-performance of the Vendor System or any component thereof, the County’s sole remedy shall be, at the Vendor’s option, the repair or replacement of the Vendor System or said component.
  - b. For any other claim in any way related to the subject matter of this Contract, or any order under this Contract, the County shall be entitled to recover actual and direct

damages; provided that the Vendor's liability for damages for any cause whatsoever, and regardless of the form of action, whether in contract or tort (including negligence), shall be limited to the value of this Contract.

The Vendor shall not be held responsible for correcting reported Licensed Software or Third Party Software defects which cannot be reproduced on either the Vendor's or the County's systems. A reproducible defect is a defect that can be reproduced so that the source of the defect can be found and corrected.

The Vendor shall not be obligated to repair or replace any item of the Vendor System that has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, such material, software or equipment which may be defective, of poor quality or incompatible with the System, and the Vendor shall not be obligated to repair or replace any component of the Vendor System which has not been installed by the Vendor or by a Vendor authorized technician.

IN NO EVENT SHALL THE VENDOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR OR ADDITIONAL DAMAGES INCURRED OR SUFFERED INCLUDING LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, LOSS OF EXPECTED SAVINGS OR BUSINESS INTERRUPTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, THE SYSTEM, SUPPLIES, MAINTENANCE OR OTHER SERVICES FURNISHED HEREUNDER, EVEN IF THE VENDOR HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, THE VENDOR DISCLAIMS ANY FURTHER REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING THE CONDITIONS AND WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, PERFORMANCE AND THOSE ARISING FROM STATUE, TO THE EXTENT PERMITTED BY LAW. THE VENDOR DOES NOT WARRANT THAT THE SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR THAT IT WILL BE ERROR FREE.

The remedies provided herein are the parties' sole remedies. The essential purpose of these stipulated remedies is to completely allocate the risk between the parties. The prices and charges in this Contract reflect such an allocation of risks, and accordingly this limitation of remedies shall not have failed in its essential purpose so long as the Vendor is willing and able to perform as provided above.

- 18.4 **Licensed Software Obsolescence.** Provided the County has a Maintenance Agreement in place with the Vendor, subject to Article IX, the Vendor agrees to make complete and timely modifications to the Licensed Software products as required by Mandates. In the event the County elects to adopt State of North Carolina enabling legislation not subject to modification under Article XX of this Contract, the Vendor and the County will determine a mutually agreed cost based on the Vendor's then-current rates which shall be comparable to industry standards for the Vendor to modify the Licensed Software products to incorporate such

enabling legislation. The Vendor is not responsible for obsolescence of the Licensed Software that may result from unique changes in the County's requirements not required by any Mandate. The foregoing warranty shall apply only to the most current version of the Licensed Software issued by the Vendor. The Vendor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Software.

In the event a modification developed by the Vendor removes functionality in the application modules that adversely affects the public safety communications process of the County, the Vendor will demonstrate to the County the new method for performing such process. Provided the County has a Maintenance Agreement in place with the Vendor, the County may reject such new method, in which event Vendor will modify the application modules so that the County may perform the material process using the previous method, at no additional cost beyond the annual Licensed Software maintenance fees.

18.5 **Patent Indemnity.** Subject to the limitations of liability set out in Section 18.3, the Vendor warrants that the Licensed Software does not infringe on any United States patent rights held by any other person or entity. In the event that the Licensed Software is determined to infringe upon any existing United States patent rights held by any other person or entity, the Vendor shall defend and hold harmless, subject to a limitation of liability of value of the Contract the County and its officers, agents and employees from any claim or proceedings brought against the County and from any cost damages and expenses finally awarded against the County which arise as a result of any claim that is based on an assertion that the County's use of the Licensed Software under this Contract constitutes an infringement of any United States patent provided that:

- a. The Vendor must be notified promptly in writing by the County of any notice of such claim;
- b. The Vendor must have sole control of the defense of any action on such claim and in all negotiation for its settlement or compromise; and
- c. The County did not use the Licensed Software with knowledge that such Licensed Software infringed on a United States patent, or after receiving notice of an infringement claim, without providing the Vendor at its election five (5) Days to;
  - (i) procure the County the right to continue use of the Licensed Software, or
  - (ii) modify or replace the Licensed Software so that it becomes non-infringing.

18.6 **Virus Free Software.** Up to the Installation of the Licensed Software, the Vendor warrants that the Vendor's Licensed Software Delivered to, Installed for, and accepted by the County shall be free of any known computer viruses, hidden "logic bombs," and any other such Code which could be activated inadvertently or otherwise at a later date or time.

18.7 **Current Version.** The Vendor warrants that all software provided to the County under this Contract shall be the latest version <sup>^</sup>

*Jake*



- 18.8 **Remedy.** As the County's exclusive remedy for any Substantial Nonconformity or Defect in the Licensed Software for which the Vendor is responsible, the Vendor shall attempt through reasonable effort to correct or cure such nonconformity or Defect. The Vendor shall not be obligated, however, to correct, cure, or otherwise remedy any nonconformity or Defect in a module of the Licensed Software if the County has made any changes whatsoever to that module, if that module has been misused or damaged in any respect, or if the County has not reported to the Vendor the existence and nature of such Substantial Nonconformity or Defect upon discovery thereof.
- 18.9 **Refund.** If only the Vendor has made changes to the Licensed Software and the Vendor cannot cure a material Defect in accordance with the procedures outlined in Articles XX or XXI then the Vendor shall refund within thirty (30) calendar days the license fees and related services fees paid by the County specifically related to the nonconforming individual application module of the Licensed Software, less any amounts paid to the County by the Vendor in relation to the Defect as liquidated damages and the County shall return the Licensed Software containing the material Defect, and any copies thereof, to the Vendor, and the license granted hereunder for said Licensed Software shall be terminated forthwith. If the Vendor fails to Deliver a module of the Licensed Software, then the Vendor shall refund within thirty (30) calendar days the license fees and related services fees specifically related to the module of the Licensed Software not so Delivered, less any amounts paid to the County by the Vendor as liquidated damages for the failure to Deliver, and any license granted hereunder to said Licensed Software shall be terminated forthwith.

**ARTICLE XIX – MAINTENANCE AND SUPPORT RESPONSIBILITIES OF THE COUNTY**

- 19.1 **Access to Facilities.** To assist the Vendor in the performance of its maintenance and support obligations hereunder, the County shall provide access to its facilities in accordance with any applicable security procedures of the County. County will allow Vendor access to work-site in early morning and evening hours to expedite Installation by mutual agreement. The Vendor shall give the County prior notification when access is required.
- 19.2 **Remote Access Services.** To assist the Vendor in the performance of its obligations under this Contract, the County shall provide remote access services to the Vendor in accordance with the County's current security policies and procedures for such remote access.
- 19.3 **Duplication of Defect.** The County shall provide the Vendor with information sufficient for the Vendor to duplicate the circumstances under which a Defect with the Licensed Software became apparent.
- 19.4 **County Representative for On-Site Support.** A representative of the County shall be present when the Vendor provides any on-site support. If such County representative is not present when the Vendor's representative arrives on site, the Vendor shall perform no work and shall charge the County for the time of the Vendor's representative.
- 19.5 **Operating System Compatibility.** Subject to Section 5.6, the County shall request that the Vendor review, for a mutually agreed upon fee each operating system or operating system upgrade that the County wishes to implement in conjunction with the Licensed Software, before implementation, to verify that the operating system or the operating system upgrade

is compatible with the Licensed Software. The Vendor shall inform the County whether the operating system or the proposed operating system upgrade is compatible with the Licensed Software in sufficient time to avoid any delay in the County's implementation.

- 19.6 **Responsibility for County Provided Equipment.** The County shall be responsible, based on specifications contained in the Statement of Work and Project Plan, where applicable, for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, and other hardware necessary to operate the Licensed Software.
- 19.7 **System Administrator Identification.** The County shall advise the Vendor of its selection for each of its two (2) Systems Administrators. The Vendor shall train the two (2) identified System Administrators concurrently. The County reserves the option to replace either or both of the System Administrators with new System Administrators at the County's sole discretion, provided the County pays to the Vendor the costs of training any additional or replacement System Administrators. If the County replaces any System Administrators, the County shall notify the Vendor in writing of such replacement within five (5) Days of such replacement.
- 19.8 **Authorized Contacts.** The County intends that the maintenance and support provisions of this Contract cover only calls received from persons identified for the Vendor in writing by the County as a current System Administrator. Therefore, the Vendor shall not respond to and shall not bill the County for calls received from anyone not identified in writing by the County as a current System Administrator.

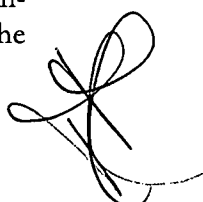
**ARTICLE XX – MAINTENANCE AND SUPPORT SERVICES**

- 20.1 **Support.** Provided that the County has paid up the Licensed Software maintenance fees owed to the Vendor) as provided herein, throughout the Term. the Vendor shall render the following services in accordance with its Support Call Process set out in the Vendor's Proposal, in support of all Licensed Software provided to the County and licensed hereunder.
- a. **Control Center.** The Vendor shall maintain a program control center capable of receiving by telephone any operator reports of system irregularities.
  - b. **Hot Line.** The Vendor shall maintain a telephone hot line that allows the County to report system problems and seek assistance in use of the Licensed Software.
  - c. **Staff.** The Vendor shall maintain a trained staff available during the hours stated above (i) to answer questions concerning the Licensed Software and system operations, (ii) to identify and isolate the source of Defects and (iii) to properly assign the Defect to technical staff, prioritizing the call based on the terms of this Contract.
  - d. **Tracking.** The Vendor's staff shall assign a tracking number to uniquely identify each Defect or other request for support.
- 20.2 **Defect Correction.** Throughout the Term set forth in Section 2.3, the Vendor shall correct Defects reported by the County in accordance with the terms and conditions of this Contract within the response time based on the level of the reported Defect as defined by Sec-



tion 21.1 below. The Vendor shall, after verifying that such a Defect is present, initiate work within the response time specified in Section 21.1 below in a diligent manner toward development of a Defect Correction. Following completion of the Defect Correction, the Vendor shall provide the Defect Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Defect Correction, and the Vendor shall include the Defect Correction in all subsequent Software Releases.

- 20.3 **New Software Releases.** Provided that the County has paid up the maintenance fees set out herein the Vendor may, from time to time, issue to its customers generally, including the County, new Software Releases containing Defect Corrections, minor Enhancements, Interfaces or both, and, in certain instances if the Vendor so elects, major Enhancements, Interfaces or both. Throughout the Term, the Vendor shall provide the County with one copy of each new Software Release. The Vendor shall provide reasonable assistance to help the County install and operate each new Software Release, provided that such assistance, if required to be provided at the County's facilities or by remote connection to the County's hardware shall be subject to such charges mutually agreed to by the County and the Vendor.
- 20.4 **Requests for Additional Services.** Throughout the Term the Vendor shall consider and evaluate the development of Enhancements, Interfaces or both for the specific use of the County and shall respond to the County's requests for additional services pertaining to the Licensed Software (including, without limitation, data conversion and report-formatting assistance), provided that such services, if agreed to be provided, shall be at the Vendor's then current prices on a time and material basis.
- 20.5 The Vendor shall update the Documentation within ninety (90) calendar days of a Software Release being released to reflect the functionality of any and all Software Releases.
- 20.6 **Exclusions from Support Service.** The following services are outside the scope of the Maintenance and Support Services provided hereunder and may result in additional charges, on a time and materials basis:
- a. Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including fire, flood, water, wind, lightening and transportation of the System from one location to another;
  - b. Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including failure to provide adequate electrical power, air-conditioning or humidity control, or the County's improper use, management or supervision of the System, including the use of supplies and accessories. Proper use and environmental requirements are determined by the product documentation;
  - c. Repair of problems caused by use of the System for purposes other than for which it is designed;
  - d. Repair of problems caused by changes to the Hardware or the network made without obtaining the Vendor, such network requirements which shall be provided to the County in the Statement of Work;



- e. Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, such material, software or equipment which may be defective, or poor quality or incompatible with the System; and
- f. Repair or replacement any component of the System which has not been installed by the Vendor or a Vendor authorized technician.

**ARTICLE XXI – RESPONSE REQUIREMENTS AND REMEDIES**

21.1 **Response Times.** The Vendor shall meet the following response time requirements for properly reported Defects:

a. ***For Priority 0 Defects.*** Response times for Priority 0 Defect shall be in accordance with the five-step process outlined below.

1. Step 1. A System Administrator designated pursuant to Section 19.7 above shall make initial contact with the Vendor to report the Priority 0 Defect. The System Administrator will clearly state that a Priority 0 Defect is being reported.
2. Step 2. Within two (2) business hours of the initial contact, the Vendor shall respond to the County’s initial contact to solicit specific details on the Priority 0 Defect.
3. Step 3. Within four (4) hours of the Vendor’s response to the County’s initial contact, the Vendor shall confirm to the County that a Priority 0 Defect exists and that the Vendor has begun working towards a Defect Correction.
4. Step 4. Within six (6) hours of the Vendor’s response to the County’s initial contact, the Vendor shall furnish the County with a Defect Correction for the Priority 0 Defect, if completed, or a problem status resolution report, if the Defect Correction is not completed.
5. Step 5. Within twelve (12) hours of the Vendor’s response to the County’s initial contact, the Vendor shall furnish the County with a Defect Correction for the Priority 0 Defect, if completed, an application software work around, or a problem status resolution report, if the Defect Correction is not completed. The Vendor shall furnish the County with a problem status resolution report every twelve (12) hours until the Vendor furnishes the County with a Defect Correction for the Priority 0 Defect.
6. If the Vendor is unable to correct a Priority 0 Defect within seventy-two (72) hours of the initial contact, the County may invoke the Escalation Procedure pursuant to Section 21.2.

b. ***For Priority 1 Defects.*** Response times for a Priority 1 Defect shall be in accordance with the five-step process outlined below.

1. Step 1. A System Administrator designated pursuant to Section 19.7 above shall make initial contact with the Vendor to report the Priority 1 Defect.

The System Administrator will clearly state that a Priority 1 Defect is being reported.

2. Step 2. Within four (4) business hours of the initial contact, the Vendor shall respond to the County's initial contact to solicit specific details on the Priority 1 Defect.
3. Step 3. Within two (2) business hours of the Vendor's response to the County's initial contact, the Vendor shall confirm to the County that a Priority 1 Defect exists and that the Vendor has begun working towards a Defect Correction.
4. Step 4. The Vendor shall use its reasonable efforts in accordance with the industry standard for software maintenance and support of this type to provide a Defect Correction in the form of a workaround solution to the Priority 1 Defect, if appropriate.
5. Step 5. The Vendor shall incorporate a permanent Defect Correction for the Priority 1 Defect into the next Software Release.
6. If the Vendor is unable to correct a Priority 1 Defect within thirty (30) calendar days of the initial contact, the County may invoke the Escalation Procedure pursuant to Section 21.2.

If the Vendor issues a Software Release to the County within six (6) months of the initial contact to which Step 1 above refers, the Vendor may furnish the County with the Defect Correction for the Priority 1 Defect in that Software Release. If the Vendor does not issue a Software Release to the County within six (6) months of the initial contact, the Vendor shall furnish the County with a Defect Correction for the Priority 1 Defect as soon as possible.

21.2 **Escalation Procedure.** The County may invoke the escalation procedure described in this Section when (i) the Vendor does not respond to the County within the response time required by Section 21.1 above or (ii) the Priority 0 Defect is of such a nature as to preclude the County from using the Licensed Software.

- a. Call the Vendor's Help Desk.
- b. If unable to reach the Vendor's Help Desk or if unsatisfactory response in accordance with Section 21.1 above, call the Vendor team leader at the telephone numbers set forth in the Support Call Process document.
- c. If unable to reach the Vendor team leader or if unsatisfactory response in accordance with Section 21.1 above, call the Vendor support manager for the affected Licensed Software item(s).
- d. If unable to reach the Vendor support manager or if unsatisfactory response in accordance with Section 21.1 above, call the Vendor President.

## ARTICLE XXII-THIRD PARTY SOFTWARE

22.1 **License of Third Party Software.** Upon the County's payment for the Third Party Software, for the license fees set forth in this Contract, the Vendor shall grant to the County and the County shall accept from the Vendor a nonexclusive, nontransferable, non-assignable li

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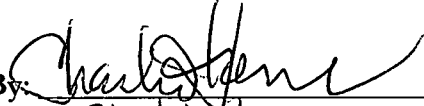
cense to use the Third Party Software and accompanying Documentation and related materials for the internal business purposes of the County, subject to the conditions and limitations in this article and except as otherwise provided in this Section. The Vendor shall ensure that all Third Party Software from third parties with whom the County already has an existing license or similar contractual agreement is added, when possible, to such agreements so that the County possesses a direct contractual relationship with the third party supplying, maintaining and supporting such Third Party Software. Should the County during any time period not possess an existing license or similar contractual agreement with the third party that supplies, maintains and supports the Third Party Software, the license granted by the first sentence of this Section shall remain in effect during all such time periods.

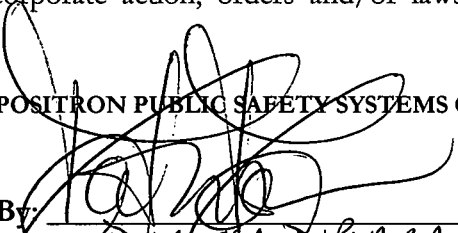
- 22.2 **Ownership.** Ownership of the Third Party Software, and the accompanying Documentation and related materials, shall remain with the third party manufacturer or supplier. All right and interest in and title to the Third Party Software and the accompanying Documentation and all Intellectual Property Rights therein, are vested in and shall remain the property of the third party developer or supplier. All ideas, concepts, methods, know-how and techniques related to the Third Party Software shall remain the sole property of the third party developer or supplier. This Contract does not provide County with title to or ownership of the Third Party Software, but only a right of limited use in the Third Party Software through the software license set out herein. The County shall keep Third Party Software free and clear of all claims, liens, and encumbrances.
- 22.3 **Warranty.** The Vendor is authorized by the manufacturer or supplier of all Third Party Software to grant licenses or sublicenses to such products. The parties understand and agree that the Vendor is not the manufacturer of the Third Party Software. As such, the Vendor does not warrant or guarantee the condition of the Third Party Software or the operation characteristics of the Third Party Software. The Vendor hereby grants and gives the County any warranty adjustments that the Vendor may receive from the manufacturer or supplier of the Third Party Software.
- 22.4 **Maintenance.** In the event the County elects not to purchase through the Vendor maintenance services on the Third Party Software licensed or sold herein, it shall be the responsibility of County to repair and maintain the Third Party Software after Acceptance.
- 22.5 **Limitation of Liability.** In no event shall the Vendor be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the Third Party Software. The Vendor's liability for damages arising out of this Article shall be limited by the limitations of liability set forth in Section 18.3. The prices set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Article.

The parties hereto have executed this Contract and do each hereby warrant and represent that their respective signatory whose signature appears below is, on the Effective Date of this Contract, duly authorized by all necessary and appropriate corporate action, orders and/or laws to execute this Contract.

CHATHAM COUNTY, NC.

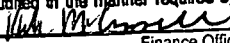
POSITRON PUBLIC SAFETY SYSTEMS CORP.

By:   
Name: Charles Horne  
Title: Co. Mgr

By:   
Name: DIMITRA DIPLARAKOS  
Title: SENIOR CORPORATE LEGAL COUNSEL

12/1/05  
Date

NOV. 11, 2005  
Date

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

# TSM SOUTH, INC.

Chatham County Emergency Operations Center Quote Revised 1/21/06

## EQUIPMENT PURCHASE AGREEMENT

This AGREEMENT, made between **TSM South, Inc.** (TSM South) and **Chatham County Emergency Operations Center** (CUSTOMER) on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, together with the County of Chatham, North Carolina Request For Proposal EOC Administrative Telephone System, and all TSM South revised NEC Univerge NEAX2000 IPS Telephone System & NEAXMAIL AD-64 Voice Mail System For County of Chatham, NC Emergency Operations Center proposals dated January 21, 2006 and earlier, submitted in response to the RFP constitutes the entire agreement between CUSTOMER and TSM South with respect to the subject matter and no waiver, modification or amendments of any of the terms or conditions hereof shall be effective unless set forth in writing duly signed by TSM South and CUSTOMER.

Conflicts in documents that comprise the agreement between TSM South and Chatham County, NC are resolved by the following order of precedence:

1. Proposal responses submitted by TSM South to Chatham County, NC in descending date order.
2. The Chatham County, NC RFP.
3. Change Orders
4. This Equipment Purchase Agreement.

Subject to the terms and conditions described herein, TSM South agrees to sell and CUSTOMER agrees to purchase from TSM South the equipment listed in SECTION 7 - PRICING DETAIL dated December 19,2005 of the TSM South Proposal. Alternatively, TSM South may arrange for the CUSTOMER to Lease the equipment through NEC Financial Services.

**1. PRICE AND PAYMENTS** The price of Equipment shall be \$ 58,047.60 plus applicable sales taxes. 40% of the Equipment Price is to be paid upon execution of this Agreement, and another 30% of the Equipment Price is to be paid upon completion of system installation, setup, and testing. The balance of agreed contract amount, and additional charges and credits for any change orders issued, is due on system acceptance and after audit of charges and reconciliation of change orders by the Customer. If the CUSTOMER elects to lease or rent the equipment, the CUSTOMER will authorize the 3<sup>rd</sup> party, who is to purchase the equipment on behalf of County of Chatham, EOC to pay progress payments to TSM South and subsequently upon completion of the installation to pay the final balance due. Any advance rental or leasing payments required by the 3<sup>rd</sup> party will be paid by County of Chatham to TSM South upon execution of this Agreement.

**2. DEFAULT** In the event that CUSTOMER shall fail to make any payments when due, under this contract with TSM South or CUSTOMER shall fail to perform any other obligation to be performed by it hereunder, then TSM South, without liability, may suspend shipments and work on this and any other contracts between CUSTOMER and TSM South until payments are made in full or until receipt by TSM South of assurances satisfactory to TSM South. In the events of suspension or cancellation, the CUSTOMER shall remain liable to TSM South for material supplied and work performed and any other damages or expenses incurred by TSM South. In the event that this matter is turned over to an attorney for collection, the customer agrees that the jurisdiction for said collection shall be Chatham County, NC.

**3. DELIVERY AND INSTALLATION** TSM South shall install Equipment at Premises, and CUSTOMER agrees to accept delivery and to permit TSM South access to Premises as TSM South shall require for the purpose of installing Equipment. If Premises are not available, TSM South shall have the option to terminate this Agreement without liability.

**4. UNUSUAL CONCEALMENT REQUEST BY CUSTOMER**  
CUSTOMER will provide any additional electrical outlets that may be reasonably necessary and should CUSTOMER require any unusual concealment of wiring which has been installed according to the usual telephone company specification, CUSTOMER will pay for such additional telephone conduit and raceway as may be required.

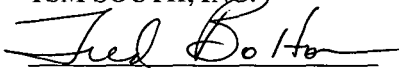
# TSM SOUTH, INC.

Chatham County Emergency Operations Center Quote Revised 1/21/06

5. **RISK OF LOSS** The risk of loss for any damage to or destruction of the Equipment or any portion thereof from and after the time of delivery thereof to Premises shall be on CUSTOMER, except with respect to damage or destruction resulting from the negligence or willful conduct of TSM South.
6. **LIABILITY** TSM South will exercise all reasonable efforts in furnishing the services and furnishing parts and equipment provided herein, but shall not be liable for delays or failure to do so caused by Acts of God, Government, labor difficulties, failure of transportation, manufacturer material back-orders, or other causes beyond the control of TSM South. Due to a prohibition by our insurance carrier, our technicians are not permitted to move furniture or other equipment. Any customer requested staging or movement of furniture or existing equipment is the responsibility of the CUSTOMER. Further, TSM South shall in no event be liable for any general, special, or consequential damages for loss, damage, or expense directly or indirectly arising from the Customer's inability to use the equipment installed either separately or in combination with any other equipment or from any other cause. Further, the CUSTOMER agrees that TSM South is not the manufacturer of the equipment to be installed and agrees not to hold TSM South liable for the responsibilities of the manufacturer. The sole and exclusive remedy available to the CUSTOMER for TSM South's material breach of this Agreement shall be cancellation of this Agreement
7. **WARRANTY** TSM South warrants Equipment provided hereunder to be free from defects in material under normal use and service for a period of one (1) year from the date of installation. TSM South's obligations under the warranty are limited to the repair and / or replacement of defective parts. TSM South shall not be liable for any special, indirect, incidental or consequential damages for breach of warranty.
8. **MISCELLANEOUS** In the event that any term or condition of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of any other term or condition thereof. TSM South shall not be liable for failure to perform its part of the Agreement when such failure is due to fire, flood, strike or similar labor disturbances, industrial disturbances, war, riot, insurrection and/or other causes beyond its control. In the event TSM South's performance hereunder is prevented due to one or more such causes, at its option, TSM South shall have the right to either terminate this AGREEMENT and reclaim or be paid for the Equipment installed to date of such termination or to continue with its performance hereunder following the cessation of such causes and receive the benefit of Customer's performance hereunder as though such causes had not occurred.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

TSM SOUTH, INC.



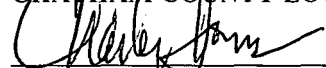
(Signature)

Fred Bolton

(Name)

3/1/06  
(Date)

CHATHAM COUNTY EOC



(Signature)

Charles Horne

(Name)

Feb. 14 2006  
(Date)

# TSM SOUTH, INC.

Chatham County Emergency Operations Center Quote Revised 1/21/06

## EMERGENCY OPERATIONS CENTER PBX SYSTEM CONFIGURATION

<b>Equipment Type</b>	<b>Required</b>	<b>Equipped</b>	<b>Wired</b>
Analog Station Ports	8	8	24
Digital Station Port	36	40	96
Analog Trunk Ports	8	8	16
Analog Instrument	Existing	8	16
Digital Instrument	23	48	96
T1 Tie-Line Channels	24	24	24
Digital Announcement	4	4	4
ISDN-PRI	2	2	4
6 Party Conference	1	1	2
External Paging Ports	-	Uses Analog Trunk ports	32 Zones
MOH Ports	1	1	1

<b>Voice Mail</b>			
Quantity of Ports	8	8	?
Type of Ports (Analog/Digital/Both)	Digital	Digital	Digital
Storage Hours	1650	1650	1650
TeLANophy Licenses	-	25	1000



# TSM SOUTH, INC.

Chatham County Emergency Operations Center Quote Revised 1/21/06

## NEAX 2000 IPS Telephone System & AD-64 Voice Mail System

### EQUIPMENT LIST

<u>Qty</u>	<u>Component/Assembly Description</u>	<u>Part Number</u>
1	NEC NEAX PIM PKG with Back-Up CPU	BSC-I SYSTEM
2	ICS VS PIMMD	ICS VS PIMMD UA
1	8 Port Central Office Interface	PN-8COTS
1	T1 Interface to Tie Line to Meridian 1	SPN-24DTAC-B
1	Meridian -1 T1 Tie Line Interface	NTAK09BA
2	Channel Service Unit	ADTRAN CSU ACE
2	PRI ISDN Interface	SPA-24PRTBA-C
1	8-Port Single Line Station Interface Card	PN-8LCAA
6	8-Port Digital Station Interface Card	PN-8DLCP
1	Key Keeper	KEY KEEPER (FD)
1	Line/Trunk Licenses (64)	LT-64 PORT
1	System Cable	POWER CABLE
1	System Cable	48-TW-0.7 CABLE
1	System Cable	MAT CA-T
2	Register Sender Interface	SPA-8RSTM
1	Power Supply	PZ-PW122
2	Ethernet Control Unit	PZ-M606-A
1 Set	System Documents	IPS DOCUMENTS CD
1	8-Port NEAXMail AD-64 System	AD-64 8 PORT PKG
1	UPS with 16 Hour Battery	APC
1	6-Party Conference Bridge Unit	PN-CFTB
1	Base Tray Assembly	BASE UNIT
1	4 Channel Announcement Card	PN-4DATC
21	16-Button Display Digital Telephones	DTR-16D-2 (BK)
2	2.4 GHz Analog Cordless Headsets	CT-M175

# TSM SOUTH, INC.

Chatham County Emergency Operations Center Quote Revised 1/21/06

## EQUIPMENT PHYSICAL AND ELECTRICAL REQUIREMENTS

### ENVIRONMENTAL CONDITIONS

**The NEAX PBX Systems will operate satisfactorily under the following conditions:**

**Temperature:**

Operating: 32 degrees F to 104 degrees F

Recommended long term: 50 degrees F to 90 degrees F

**Humidity:**

Operating: 10%-90% Relative Humidity, Non-condensing

**Power:**

120/240 VAC+10%, 60HZ+10%

A grounded, dedicated outlet which is separately fused is required.

### POWER REQUIREMENTS AND HEAT DISSIPATION

**Based on a 5 PIM NEAX2000:**

**Typical Current Draw:** 7.2 Amperes @ 120vdc

**Heat Dissipation:** 2706 BTU/Hour

### SAFETY REQUIREMENTS

The NEAX PBX Systems operate from AC voltage, 120 or 240 volts, which is converted to DC for distribution to the various modules within the system. There are no high voltages generated within the system, but normal precautions relative to use of any electrical equipment should be taken when working in the vicinity of the PBX.

**SECTION 7**

**SECTION 7**

**PRICING INFORMATION**

**January 21, 2006**

# TSM SOUTH, INC.

Chatham County Emergency Operations Center Quote Revised 1/21/06

## PRICING DETAIL NEAX2000 IPS Telephone System & AD-64 Voice Mail System

### SCHEDULE I. EOC SYSTEM EQUIPMENT

<b>TABLE I</b>				
<u>Qty</u>	<u>Component/Assembly Description</u>	<u>Part Number</u>	<u>Unit Price</u>	<u>Total Price</u>
1	NEC NEAX PIM PKG with Back-Up CPU	BSC-I SYSTEM	\$9,230.00	\$ 9,230.00
2	ICS VS PIMMD	ICS VS PIMMD UA	1,216.94	2,433.88
1	8 Port Central Office Interface	PN-8COTS	639.00	639.00
1	NEC T1 Tie Line Interface to Meridian 1	SPN-24DTAC-B	1,912.50	1,912.50
1	Meridian -1 T1 Tie Line Interface Unit	NTAK09BA	2,100.00	2,100.00
2	Channel Service Unit	T1-CSU ACE	800.00	1,600.00
2	PRI ISDN Interface	SPA-24PRTBA-C	2,840.00	5,680.00
1	8-Port Single Line Station Interface Card	PN-8LCD	781.00	781.00
6	8-Port Digital Station Interface Card	PN-8DLCP	781.00	4,686.00
1	Key Keeper	KEY KEEPER (FD)	1.42	1.42
2	Line/Trunk Licenses (64)	LT-64 PORT	426.00	852.00
1	System Cable	POWER CABLE	56.80	56.80
2	System Cable	48-TW-0.7 CABLE	170.40	340.80
2	System Cable	MAT CA-T	205.60	411.20
2	Register Sender Interface	SPA-8RSTM	624.80	1,249.60
1	Power Supply	PZ-PW122	351.96	351.96
2	Ethernet Control Unit	PZ-M606-A	2,414.00	4,828.00
1	Firmware Processor	PN-CP15	5,250.00	5,250.00
1 Set	System Documents	IPS DOCUMENTS CD	71.00	71.00
1	8-Port NEAXMail AD-64 System	AD-64 8 PORT PKG	14,496.00	14,496.00
1	UPS with 16 Hour Battery	APC	4,071.00	4,071.00
1	6-Party Conference Bridge Unit	PN-CFTB	600.00	600.00
2	Base Tray Assembly	BASE UNIT	122.70	245.40
1	Freight			960.00
		Installation and Training		4,800.00
	<b>NEAX2000 IPS TOTAL INSTALLED LIST PRICE:</b>			<b>\$67,647.56</b>
	<b>LESS: DISCOUNT</b>			<b>(18,603.08)</b>
	<b>NEAX2000 IPS &amp; AD-64 INSTALLED - NET PRICE:</b>			<b>\$49,044.48</b>

# TSM SOUTH, INC.

Chatham County Emergency Operations Center Quote Revised 1/21/06

## SCHEDULE II.

<b>SCHEDULE II. NEC TELEPHONES</b>				
Qty	Component/Assembly Description	Part Number	Discounted Unit Price	Discounted Total Price
	<b>A. Digital Dterm Series i Telephones:</b>			
	8-Button Series i Display Telephone	DTR-16D-2	170.00	
21	16-Button Series i Display Telephone	DTR-16D-2	189.00	\$ 3,969.00
	32-Button Series i Display Telephone	DTR-32D-2	269.00	
	60-Button DSS/BLF Add-On Console	DCU-60-1 CONSOLE	195.00	
	<b>B. IP Telephones:</b>			
	8-Button Series i Display Telephone	ITR-8D-3	259.00	
	16-Button Series i Display Telephone	ITR-16D-3	295.75	
	32-Button Series i Display Telephone	ITR-32D-3	396.75	
	Softphone Software & 4-Seat License	SP30-4	475.00	
	<b>C: Power Adapters for IP Phones</b>			
	In-line Power Adapter	ILPA	49.05	
	AC Power Adapter	AC-2R	15.60	
	<b>D: Cordless Phones &amp; Headsets</b>			
2	2.4 Ghz Analog Cordless Head Set	CT-M175	115.00	230.00
	900 MHz Dterm 4-Line Cordless II	DTR-4R-2	460.00	
	900 MHz Dterm 4-Line Cordless Lite II	DTH-4R-1	382.00	
23	<b>E: Telephone User Guide</b>	USER GUIDE	2.40	55.20
<b>TOTAL DISCOUNTED PRICE FOR TELEPHONE TERMINAL EQUIPMENT:</b>				<b>\$ 4,252.20</b>

## SCHEDULE III. OPTIONAL EQUIPMENT

<b>III. OPTIONAL ITEMS:</b>				
Qty	Component/Assembly Description	Part Number	Discounted Unit Price	Discounted Total Price
	<b>IP Protocol Assembly Dis-Assembly Cards:</b>			
1	8-Port (PAD) Card	SPN-8IPLC	1,647.20	\$ 1,647.20
	24-port PAD Daughter Card	PZ-24IPLC	3,767.97	
	<b>Call Accounting:</b>			
	Call Accounting System Terminal	Dell	1,200.00	
	Call Accounting Software	Call Analyst	2,000.00	
	<b>NEC Conference Bridge Units:</b>			
	32 Party Conference Circuit Card	PN-CFTB	1,209.66	
	<b>NEC Digital Announcement Cards:</b>			
1	4-Channel Digital Announcement Card	PN-4DATC	1,212.72	\$ 1,212.72
	<b>NEC Voice Mail System</b>			
	Upgrade 4-port AD-64 Voice Mail to 16-Ports	4P-16P VM	15,341.00	
	RAID Array Hard Drive for Voice Mail System	RAID	3,567.00	

# TSM SOUTH, INC.

Chatham County Emergency Operations Center Quote Revised 1/21/06

## SCHEDULE III. OPTIONAL EQUIPMENT (Continued)

Qty	Component/Assembly Description	Part Number	<u>Discounted Unit Price</u>	<u>Discounted Total Price</u>
	<b>Replay Station Side Call Recorder</b>			
	16 Port Station Side Call Recorder Server & software	16- REPLAY	16,834.50	
	<b>Oaisys Trunk Side Call Recorder Server</b>			
	2 PRI Trunk Side Call Recorder Server & Software	2-PRI	26,745.25	
	1 PRI Trunk Side Call Recorder & Software	1-PRI	18,349.75	
	<b>NEC 5-Year Extended Warranty on NEC Circuit Cards &amp; Phones</b>			<u>1,891.00</u>
	<b>Total Optional Equipment &amp; Services Purchase Price before tax:</b>			<b>\$4,750.92</b>

<b>SUMMARY</b>	
<b>Equipment Purchase Price:</b>	
System Equipment – from Schedule I	\$ 49,044.48
Telephone Terminal Equipment – from Schedule II	4,252.20
Optional Equipment & Services - From Schedule III	<u>4,750.92</u>
<b>Total Equipment Purchase Price before tax</b>	<b>\$ 58,047.60</b>

### Chatham County Emergency Operations Center LEASE OPTIONS

**Monthly Payment:**

Based on Equipment Lease with 2 Advance Payments  
And \$1.00 Buyout at End-of-Term.

	<b>5-Year Lease Monthly Payment</b>	<b>3-year Lease Monthly Payment</b>
<b>Purchase Price:</b>		
System Equipment \$ 49,044.48	\$ 973.04	\$1,516.95
Telephones \$ 4,252.20	84.36	131.52
Optional Equipment \$ 4,750.92	<u>94.25</u>	<u>146.94</u>
<b>Total Monthly Payment before tax</b>	<b>\$ 1,151.65</b>	<b>\$1,795.41</b>

**NOTES:**

1. Taxes are not shown in the above figures. NEC Financial Services will add sales tax, if applicable, to the monthly payment when the leasing invoice is rendered.
2. The lease rate factor for a 3-year lease is currently 0.03093 times the initial purchase amount, and the lease rate factor for a 5 year lease is 0.01984

# TSM SOUTH, INC.

Chatham County Emergency Operations Center Quote Revised 1/21/06

## RATES FOR CONTRACT MAINTENANCE AND EQUIPMENT MOVES AND CHANGES

**Rate for Contract Maintenance** following the initial full service warranty period. Prices include all labor, transportation, and parts for the NEC Telephone System, the telephone instruments, operator console(s), and Voice Mail system:

**OPTION I - Business Day Support, 8am-5pm, Monday-Friday, excluding up to 6 Holidays per year. 12-month term.**

	<u>W/5-Year NEC Parts Warranty</u>	<u>w/out 5-Year NEC Parts Warranty</u>
Telephone System	\$ 340/Mo	\$ 442/Mo.
Voice Mail System	\$ 64/Mo.	\$ 100/Mo.
TOTAL/Month =	\$ 404/Mo.	\$ 542/Mo.
TOTAL/Year =	\$ 4,848/Yr.	\$ 6,504/Yr.

**OPTION II - 24 Hour/day, 7-day/week support.**

	<u>w/5-Year NEC Parts Warranty</u>	<u>w/out 5-Year NEC Parts Warranty</u>
Telephone System	\$ 387/Mo.	\$ 544/Mo.
Voice Mail System	\$ 100/Mo	\$ 120/Mo.
TOTAL/Month =	\$ 487/Mo.	\$ 664/Mo.
TOTAL/Year =	\$ 5,844.00/Yr.	\$ 7,968.00/Yr.

**Rate for other equipment moves and changes:**

1. \$105.00 per hour 8:00-5:00 M-F  
Minimum of 1 hour per service call
2. After 5:00 PM, and Saturday work at 1.5 times the weekday rate. Sunday and work on National Holidays at 2.0 times the week-day rate.
3. TSM South, Inc. reserves the right to change the labor rate annually to reflect economics and demand.

# **CHATHAM COUNTY WATERSHED PROTECTION ORDINANCE**

## **COUNTY COMMISSIONERS**

**Bunkey Morgan, Chair  
Tommy Emerson, Vice-Chair**

**Patrick Barnes  
Mike Cross  
Carl Outz**

## **PLANNING BOARD/WATERSHED REVIEW BOARD**

**Charles Eliason, Chair  
Mark McBee, Vice-Chair**

**Jennifer Andrews  
Angela Brown  
Clyde Harris  
Paul McCoy**

**Martin Mason  
Winifred Smith  
Chris Walker  
Cecil Wilson**

## **PLANNING DEPARTMENT**

**Keith Megginson  
Jason Sullivan  
Lynn Richardson  
Angela Birchett  
Kay Everage**

**Director of Planning  
Planner  
Land Use Administrator II  
Zoning Enforcement  
Administrative**

**Ordinance Adopted December 6, 1993  
Ordinance Effective January 1, 1994  
Latest Revision November 7, 2005**



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**THE CHATHAM COUNTY  
WATERSHED PROTECTION ORDINANCE**

**ARTICLE 100: AUTHORITY AND GENERAL REGULATIONS**

**Section 101. Authority and Enactment.**

The Legislature of the State of North Carolina has, in Chapter 153A, Article 6, Section 121, General Ordinance Authority; and in Chapter 143, Article 21, Watershed Protection Rules, delegated the responsibility or directed local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. The Governing Board of Chatham County does hereby ordain and enact into law the following articles as the Watershed Protection Ordinance of Chatham County.

**Section 102. Jurisdiction.**

The provisions of this Ordinance shall apply within all of Chatham County outside incorporated municipalities. The Ordinance may apply within incorporated municipalities when provided by an interlocal agreement. The extra-territorial jurisdiction of municipalities may be exempted from the jurisdiction of the Ordinance by an interlocal agreement. Various categories of water supply watersheds are shown on the maps entitled "Watershed Protection Map of Chatham County, North Carolina" ("the Watershed Map"), which is adopted simultaneously herewith. The Watershed Map and all explanatory matter contained thereon accompanies and is hereby made a part of this Ordinance. This Ordinance shall be permanently kept on file in the office of the Clerk to the Chatham County Board of County Commissioners.

**Section 103. Exceptions to Applicability.**

(A) Nothing contained herein shall repeal, modify, or amend any Federal or State law or regulation, or any ordinance or regulation pertaining thereto except any ordinance which these regulations specifically replace; nor shall any provision of this Ordinance amend, modify, or restrict any provisions of the Book of Ordinances of Chatham County; however, the adoption of this Ordinance shall and does amend any and all ordinances, resolutions, and regulations in effect in the county at the time of the adoption of this Ordinance that may be construed to impair or reduce the effectiveness of this Ordinance or to conflict with any of its provisions.

(B) It is not intended that these regulations interfere with any easement, covenants or other agreements between parties. However, if the provisions of these regulations impose greater restrictions or higher standards for the use of a building or land, then the provisions of these regulations shall control.

(C) Existing development, as defined in this ordinance, is not subject to the requirements of this ordinance. Expansions to structures classified as existing development must meet the requirements of this ordinance; however, the built-upon area of the existing development is not required to be included in the density calculations.

(D) A pre-existing lot owned by an individual prior to the effective date of this ordinance, regardless of whether or not a vested right has been established, may be developed for single family residential purposes without being subject to the restrictions of this ordinance except Section 304 where practicable. However, this exemption is not applicable to multiple contiguous lots under single ownership unless the lots violate the minimum lot size established by the N.C. Environmental Management Commission. Lots in violation of N.C. Environmental Management Commission minimum standards shall be combined according to Section 307(A)(2).

**Section 105. Criminal Penalties.**

Any person violating any provision of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with NCGS 14-4. The maximum fine for each offense shall be \$500.00. Each day that the violation continues shall constitute a separate offense.

**Section 106. Remedies.**

(A) If any subdivision, development and/or land use is found to be in violation of this Ordinance, the Chatham County Governing Board may, in addition to all other remedies available either in law or in equity, institute a civil penalty in the amount of \$25.00, action or proceedings to restrain, correct, or abate the violation; to prevent occupancy of the building, structure, or land; or to prevent any illegal act, conduct, business, or use in or about the premises. In addition, the N.C. Environmental Management Commission may assess civil penalties in accordance with North Carolina G.S. 143-215.6(a). Each day that the violation continues shall constitute a separate offense.

(B) If the Watershed Administrator finds that any of the

provisions of this ordinance are being violated, he shall notify in writing the owner or person responsible for such violation, indicating the nature of the violation, and ordering the action necessary to correct it. He shall order discontinuance of the illegal use of land, buildings or structures; removal of illegal buildings or structures, or of additions, alterations or structural changes thereto; discontinuance of any illegal work being done; or shall take any action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions. If a ruling of the Watershed Administrator is questioned, the aggrieved party or parties may appeal such ruling to the Watershed Review Board.

**Section 107. Severability.**

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, the declaration shall not affect the validity of this Ordinance as a whole or any part thereof that is not specifically declared to be invalid or unconstitutional.

**Section 108. Effective Date.**

This Ordinance shall take effect and be in force on and after January 1, 1994.

**ARTICLE 200: SUBDIVISION REGULATIONS.**

**Section 201. General provisions.**

(A) No subdivision plat of land within the jurisdiction of this Ordinance shall be filed or recorded by the Register of Deeds until it has been approved in accordance with the provisions of this Ordinance. Likewise, the Clerk of Superior Court shall not order or direct the recording of a plat if the recording of such plat would be in conflict with this Ordinance.

**ARTICLE 300: DEVELOPMENT REGULATIONS**

**Section 301. Establishment of Watershed Area.**

The purpose of this Article is to list and describe the watershed areas herein adopted. The areas of Chatham County within the jurisdiction of this Ordinance as specified in Section 102 are hereby established as watershed areas.

For purposes of this Ordinance the county is hereby divided into

CHATHAM COUNTY WATERSHED PROTECTION ORDINANCE

the following areas:

- (A) WS II - BW (Balance of Watershed):

This area is the portion of Chatham County draining to University Lake. Generally it is bounded on the east by U.S. 15-501, the south by S.R. 1532 (Manns Chapel Road), on the west by S.R. 1534 and on the north by the Chatham/Orange County line.

- (B) WS III - CA (Critical Area):

This area is the land extending beyond the area designated as River Corridor, but within a distance of 2,640 feet from the normal pool elevation of approximately 540 feet of the Rocky River Lower Reservoir. (#8)

- (C) WS III - BW (Balance of Watershed)

This area is the land draining to the Siler City water system intake on the Rocky River.

- (D) WS IV - CA (Critical Area):

This area is the land within: (1) One mile and draining to the water intakes for Pittsboro (Haw River), Sanford (Cape Fear River), and Goldston-Gulf (Deep River). (2) One-half mile from the normal pool level and draining to Jordan Lake.

- (E) WS IV - PA (Protected Area):

This land is the area that is within 10 miles and draining to the water intakes listed in (D) (1) above and within 5 miles and draining to (D) (2) above.

- (F) River Corridor (RC):

These areas consist of land within a line drawn parallel to rivers a distance of 2,500 feet from the banks except for specific excluded areas on the watershed maps.

- (G) River Corridor Special Area (RCSA): This land is within the river corridor, but due to various existing infrastructure, is given a special designation on the watershed map and in the text.

- (H) Local Watershed Area: (LWA): This land is all the area of Chatham County outside (A) - (G) above and outside

the designated municipal watershed jurisdictions.

**Section 302. Watershed Areas Described.**

(A) WS-II Watershed Areas - Balance of Watershed (WS-II-BW)

(1) Allowed Uses:

(a) Agriculture, subject to the provisions of the Food Security Act of 1985 and the Food, Agricultural, Conservation and Trade Act of 1990. Agricultural activities conducted after January 1, 1993 shall maintain a minimum ten (10) foot vegetative buffer, or equivalent control as determined by the Soil and Water Conservation Commission, along all perennial waters indicated on the most recent versions of U.S.G.S. 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies. Animal operations greater than 100 animal units shall employ Best Management Practices by July 1, 1994 recommended by the Soil and Water Conservation Commission.

(b) Silviculture, subject to the provisions of the Forest Practices Guidelines Related to Water Quality (15 NCAC 1I.6101-.0209).

(c) Residential development.

(d) Non-residential development - limited to those permitted uses in attachment A.

(2) Density and Built-upon Limits:

(a) Single Family Residential--development shall not exceed one dwelling unit per 40,000 square feet on a project by project basis. No residential lot shall be less than 40,000 square feet, except within an approved cluster development.

(b) All Other Residential and Non-Residential--development shall not exceed twelve percent (12%) built-upon area on a project by project basis. No residential lot or non-residential lot shall be less than 40,000 square feet, except within an approved cluster development.

(3) Prohibited Uses:

- (a) New sludge application site
- (b) New landfills
- (c) Petroleum contaminated soil remediation
- (d) Toxic or hazardous materials unless specifically in relation to a permitted use

CHATHAM COUNTY WATERSHED PROTECTION ORDINANCE

- and unless a spill containment plan is approved and implemented.
- (B) WS-III Watershed Areas - Critical Area (WS-III-CA).

(1) Allowed Uses:

(a) Agriculture, subject to the provisions of the Food Security Act of 1985 and the Food, Agriculture, Conservation and Trade Act of 1990. Agricultural activities conducted after January 1, 1993 shall maintain a minimum ten (10) foot vegetative buffer, or equivalent control as determined by the Soil and Water Conservation Commission, along all perennial waters indicated on the most recent versions of U.S.G.S. 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies. Animal operations greater than 100 animal units shall employ Best Management Practices by July 1, 1994 recommended by the Soil and Water Conservation Commission.

(b) Silviculture, subject to the provisions of the Forest Practices Guidelines Related to Water Quality (15 NCAC 1I.6101-.0209).

(c) Residential.

(d) Non-residential development - limited to those permitted uses listed in attachment A.

(2) Density and Built-upon Limits:

(a) Single Family Residential--development shall not exceed one dwelling unit per acre on a project by project basis. No residential lot shall be less than 40,000 square feet, except within an approved cluster development.

(b) All Other Residential and Non-Residential--development shall not exceed twelve percent (12%) built-upon area on a project by project basis. For the purpose of calculating built-upon area, the total project area shall include total acreage in the tract on which the project is to be developed. No residential lot or non-residential lot shall be less than 40,000 square feet, except within an approved cluster development.

(3) Prohibited Uses:

- (a) New sludge application sites
- (b) New landfills
- (c) Petroleum contaminated soil remediation
- (d) Toxic or hazardous materials unless

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specifically in relation to a permitted use and unless a spill containment plan is approved and implemented.

- (C) WS-III Watershed Areas - Balance of Watershed (WS-III-BW).

(1) Allowed Uses:

(a) Agriculture, subject to the provisions of the Food Security Act of 1985 and the Food, Agricultural, Conservation and Trade Act of 1990. Agricultural activities conducted after January 1, 1993 shall maintain a minimum ten (10) foot vegetative buffer, or equivalent control as determined by the Soil and Water Conservation Commission, along all perennial waters indicated on the most recent versions of U.S.G.S. 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies. Animal operations greater than 100 animal units shall employ Best Management Practices by July 1, 1994 recommended by the Soil and Water Conservation Commission.

(b) Silviculture, subject to the provisions of the Forest Practices Guidelines Related to Water Quality (15 NCAC 1I.6101-.0209).

(c) Residential development.

(d) Non-residential development

(2) Density and Built-upon Limits:

(a) Single Family Residential--development shall not exceed one (1) dwelling unit per acre, as defined on a project by project basis. No residential lot shall be less than 40,000 square feet, except within an approved cluster development (#6) or compact community.

(b) All Other Residential and Non-Residential--development shall not exceed twenty-four percent (24%) built-upon area on a project by project basis except that up to five percent (5%) of the balance of the watershed may be developed for non-residential uses to seventy percent (70%) built-upon area on a project by project basis when approved as a special non-residential intensity allocation. The Watershed Administrator is authorized to approve SNIAs consistent with the provisions of this ordinance. Projects must minimize built-upon surface area, direct stormwater



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away from surface waters and incorporate Best Management Practices to minimize water quality impacts. For the purpose of calculating built-upon area, total project area shall include total acreage in the tract on which the project is to be developed. No residential or non-residential lot shall be less than 40,000 square feet, except within an approved cluster development (#6) or compact community.

(3) Prohibited Uses:

- (a) New sludge application sites.
- (b) New landfills
- (c) Petroleum contaminated soil remediation
- (d) The storage of toxic and hazardous materials unless a spill containment plan is approved and implemented.

(D) WS-IV Watershed Areas - Critical Area (WS-IV-CA)

(1) Allowed Uses:

(a) Agriculture subject to the provisions of the Food Security Act of 1985 and the Food, Agriculture, Conservation and Trade Act of 1990. Agricultural activities conducted after January 1, 1993 shall maintain a minimum ten (10) foot vegetative buffer, or equivalent control as determined by Soil and Water Conservation Commission, along all perennial waters indicated on the most recent versions of U.S.G.S. 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies. Animal operations greater than 100 animal units shall employ Best Management Practices by July 1, 1994 recommended by the Soil and Water Conservation Commission.

(b) Silviculture, subject to the provisions of the Forest Practices Guidelines Related to Water Quality (15 NCAC 1I.6101-.0209).

(c) Residential.

(d) Non-residential development - limited to those permitted uses listed in attachment A except 1,000 feet from the intersection of U.S. 64 and S.R. 1008 where non-residential allowed, according to the business uses of attachment B.

(#3) (e) In the Jordan Lake Critical Area only, and subject to the limitations hereinafter set forth, there shall be allowed: computer sales and service; internet

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service providers; art and craft sales; clothing sales; fishing equipment sales; sale, rental and service of water sports equipment; and consultation services such as financial, marriage, personal and any other type of individual or group counseling. Uses allowed under this subparagraph (e) shall be subject to the following:

- (I) Uses enumerated shall be allowed on at least one road classified as a collector road, or higher classification; and
- (II) The use area shall be restricted to a location within 500 feet of a road intersection, and
- (III) The land area involved at a quadrant of an intersection shall not be greater than two acres, and
- (IV) All uses involving the storage of toxic, hazardous, or highly flammable substances shall be prohibited.

(#5) (f) In the Jordan Lake Critical Area only, and subject to the limitations hereinafter set forth, there shall be allowed: high-tech precision computerized machine shop to Attachment A. Uses allowed under this subparagraph (f) shall be subject to the following:

- (I) The amendment shall be applicable to the Jordan Lake Critical Area only.
- (II) To keep the area of land used for this use at a minimum the property shall be no larger than 5 acres in size or the percentage of area devoted to said use shall be reduced such that it does not exceed that used for a 5 acre tract.
- (III) Liquids used in the operational processes of the industry shall be stored under cover with spill containment equal to at least one half the volume of the liquid stored."

(2) Density and Built-upon Limits:

(a) Single Family Residential--development shall not exceed one dwelling unit per acre on a project by project basis. No residential lot shall be less than 40,000 square feet, except within an approved cluster

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development.

(b) All Other Residential and Non-Residential--development shall not exceed twenty-four percent (24%) built-upon area on a project by project basis. For the purpose of calculating the built-upon area, total project area shall include total acreage in the tract on which the project is to be developed. No residential lot or non-residential lot shall be less than 40,000 square feet, except within an approved cluster development.

(3) Prohibited Uses:

- (a) New sludge application sites
- (b) New landfills
- (c) Petroleum contaminated soil remediation
- (d) Toxic or hazardous materials unless specifically in relation to a permitted use and unless a spill containment plan is approved and implemented.

(E) WS-IV Watershed Areas - Protected Area (WS-IV-PA).

(1) Uses Allowed:

(a) Agriculture, subject to the provisions of the Food Security Act of 1985 and the Food, Agricultural, Conservation and Trade Act of 1990. Agricultural activities conducted after January 1, 1993 shall maintain a minimum ten (10) foot vegetative buffer, or equivalent control as determined by the Soil and Water Conservation Commission, along all perennial waters indicated on the most recent versions of U.S.G.S. 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies. Animal operations greater than 100 animal units shall employ Best Management Practices by July 1, 1994 recommended by the Soil and Water Conservation Commission.

(b) Silviculture, subject to the provisions of the Forest Practices Guidelines Related to Water Quality (15 NCAC 1I.6101-.0209).

(c) Residential development.

(d) Non-residential development

(2) Density and Built-upon Limits:

(a) Single Family Residential--development shall

CHATHAM COUNTY WATERSHED PROTECTION ORDINANCE

not exceed one (1) dwelling unit per acre, as defined on a project by project basis. No residential lot shall be less than 40,000 square feet except within an approved cluster development (#6) or compact community.

(b) All Other Residential and Non-Residential--development shall not exceed twenty-four percent (24%) built-upon area on a project by project basis. For projects without a curb and gutter street system, development shall not exceed thirty-six percent (36%) built-upon area on a project by project basis. For the purpose of calculating built-upon area, total project area shall include acreage in the tract on which the project is to be developed. No residential or non-residential lot shall be less than 40,000 square feet, except within an approved cluster development (#6) or compact community.

(3) Prohibited Uses:

(a) The storage of toxic and hazardous materials unless a spill containment plan is approved and implemented.

(F) River Corridor (RC)

(1) Allowed Uses:

(a) Agriculture, subject to the provisions of the Food Security Act of 1985 and the Food, Agricultural, Conservation and Trade Act of 1990. Agricultural activities conducted after January 1, 1993 shall maintain a minimum ten (10) foot vegetative buffer, or equivalent control as determined by the Soil and Water Conservation Commission, along all perennial waters indicated on the most recent versions of U.S.G.S. 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies. Animal operations greater than 100 animal units shall employ Best Management Practices by July 1, 1994 recommended by the Soil and Water Conservation Commission.

(b) Silviculture, subject to the provisions of the Forest Practices Guidelines Related to Water Quality (15 NCAC 1I.6101-.0209).

(c) Residential development.

(d) Non-residential development listed as permitted uses in attachment A.

CHATHAM COUNTY WATERSHED PROTECTION ORDINANCE

(2) Density and Built-upon Limits:

(a) Single Family Residential--development shall average one dwelling unit per five (5) acres on a project by project basis. No residential lot shall be less than three (3) acres, except within an approved cluster development or a family subdivision may have lots a minimum of two acres in size. (#1)

(b) All Other Residential and Non-Residential--development shall not exceed twelve percent (12%) built-upon area on a project by project basis. The minimum lot size shall be five (5) acres. No residential lot or non-residential lot shall be less than (5) acres except within an approved cluster development.

(3) Prohibited Uses:

- (a) New sludge application sites.
- (b) New landfills
- (c) Petroleum contaminated soil remediation
- (d) Buildings, equipment or material storage within the 100 year flood hazard area as designated on the most recent "Flood Hazard Boundary Map Chatham County Unincorporated Areas"
- (e) Toxic or hazardous materials unless specifically in relation to a permitted use, and unless a spill containment plan is approved and implemented.

(G) River Corridor Special Area - (RCSA):

(1) Uses Allowed:

(a) Agriculture, subject to the provisions of the Food Security Act of 1985 and the Food, Agricultural, Conservation and Trade Act of 1990. Agricultural activities conducted after January 1, 1993 shall maintain a minimum ten (10) foot vegetative buffer, or equivalent control as determined by the Soil and Water Conservation Commission, along all perennial waters indicated on the most recent versions of U.S.G.S. 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies. Animal operations greater than 100 animal units shall employ Best Management Practices by July 1, 1994 recommended by the Soil and Water Conservation Commission.

(b) Silviculture, subject to the provisions of the Forest Practices Guidelines Related to Water Quality (15 NCAC 11.6101-.0209).

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- (c) Residential development.
- (d) Non-residential development.

(2) Density and Built-upon Limits:

(a) Single Family Residential--development shall not exceed one (1) dwelling unit per acre, as defined on a project by project basis. No residential lot shall be less than 40,000 square feet except within an approved cluster development.

(b) All Other Residential development shall not exceed twenty-four percent (24%) built-upon area on a project by project basis. For projects without a curb and gutter street system, development shall not exceed thirty-six percent (36%) built-upon area on a project by project basis. In addition, non-residential uses may occupy fifty percent (50%) built-upon area when approved as a special non-residential intensity allocation (SNIA). The Watershed Administrator is authorized to approve SNIAs consistent with the provisions of this ordinance. Projects must minimize built-upon surface area, direct stormwater away from surface waters and incorporate Best Management Practices to minimize water quality impacts. For the purpose of calculating built-upon area, total project area shall include acreage in the tract on which the project is to be developed. No residential or non-residential lot shall be less than 40,000 square feet, except within an approved cluster development.

(3) Prohibited Uses:

- (a) New sludge application sites
- (b) New landfills
- (c) Petroleum Contaminated soil remediation
- (d) Buildings, equipment or material storage within the 100 year flood hazard area as designated on the most recent "Flood Hazard Boundary Map Chatham County Unincorporated Areas"
- (e) Toxic or hazardous materials unless a spill containment plan is approved by the County Fire Inspector and implemented.

(H) Local Watershed Area - (LWA):

(1) Allowed Uses:

- (a) Agriculture, subject to the provisions of the Food Security Act of 1985 and the Food,

CHATHAM COUNTY WATERSHED PROTECTION ORDINANCE

Agricultural, Conservation and Trade Act of 1990. Agricultural activities conducted after January 1, 1993 shall maintain a minimum ten (10) foot vegetative buffer, or equivalent control as determined by the Soil and Water Conservation Commission, along all perennial waters indicated on the most recent versions of U.S.G.S. 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies. Animal operations greater than 100 animal units shall employ Best Management Practices by July 1, 1994 recommended by the Soil and Water Conservation Commission.

(b) Silviculture, subject to the provisions of the Forest Practices Guidelines Related to Water Quality (15 NCAC 11.6101-.0209).

(c) Residential development.

(d) Non-residential development.

(2) Density and Built-upon Limits:

(a) Single Family Residential--development shall not exceed one (1) dwelling unit per acre, as defined on a project by project basis. No residential lot shall be less than 40,000 square feet except within an approved cluster development (#6) or compact community.

(b) All Other Residential and Non-Residential development shall not exceed twenty-four percent (24%) built-upon area on a project by project basis. For projects without a curb and gutter street system, development shall not exceed thirty-six percent (36%) built-upon area on a project by project basis. In addition, non-residential uses may occupy ten percent (10%) of the watershed outside A-G above with a seventy percent (70%) built-upon area when approved as a special non-residential intensity allocation (SNIA). The Watershed Administrator is authorized to approve SNIAs consistent with the provisions of this ordinance. Projects must minimize built-upon surface area, direct stormwater away from surface waters and incorporate Best Management Practices to minimize water quality impacts. For the purpose of calculating built-upon area, total project area shall include acreage in the tract on which the project is to be developed. No residential or non-residential lot shall be less than 40,000 square feet, except within an approved cluster development (#6) or compact community.

(3) Prohibited Uses:

(a) The storage of toxic and hazardous materials unless a spill containment plan is approved and implemented.

**Section 303. Cluster Development.**

Clustering of development is allowed in all Watershed Areas of the County under the following conditions:

(A) Minimum lot sizes are not applicable to single family cluster development projects; however, the total number of lots shall not exceed the number of lots allowed for single family detached developments in Section 302. With regard to land lying within the Pokeberry Creek drainage area, known and referred to as "hydrologic unit # 03030002060010" and within more than one Watershed Area, the total number of lots allowed in the entire project shall be calculated as set forth for the respective applicable Watershed Areas set forth herein, but the lots may be located anywhere within the project and no maximum number of lots shall apply solely within the respective Watershed Areas. Built upon area or stormwater control requirements of the project shall not exceed that allowed by this ordinance for the watershed area in which the project is located. The applicant shall provide satisfactory evidence to support the cluster design as compared to the design allowed under the standard provisions of the Ordinance. (#7)

(B) All built-upon area shall be designed and located to minimize stormwater runoff impact to the receiving waters and minimize concentrated stormwater flow.

(C) The remainder of the tract shall remain in a vegetated or natural state. Where the development has an incorporated property owners association, the title of the open space area shall be conveyed to the association for management. Where a property association is not incorporated, a maintenance agreement shall be filed with the property deeds.

**Section 304. Buffer Areas Required.**

(A) A minimum fifty (50) foot vegetative buffer for development activities is required along all perennial and intermittent waters indicated on the most recent versions of U.S.G.S. 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies. A minimum one hundred (100) foot vegetative buffer for development activities is required along all rivers. A minimum one hundred (100) foot vegetative buffer for development activities is required along all perennial and intermittent waters within 2,500 feet of rivers. The vegetative buffers listed above



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shall be required unless the applicant demonstrates that a lesser distance (but not less than thirty (30) feet) is adequate to guard against stream pollution. Evidence may be based on topography, soils, geology, and other pertinent information. (#8)

A minimum one hundred (100) foot vegetative buffer is required along all perennial streams for all new development activities that exceed the low density option. A buffer width reduction is not allowed for development activities that exceed the low density option. (#8)

(B) No new development is allowed in the buffer except for water dependent structures and public projects such as road crossings and greenways where no practical alternative exists. These activities should minimize built-upon surface area, direct runoff away from the surface waters and maximize the utilization of stormwater Best Management Practices. Desirable artificial streambank or shoreline stabilization is permitted.

(C) To avoid a loss of effectiveness in protecting streams, the stream buffer shall remain in natural undisturbed vegetation, except as provided below.

1. Clearing, grading or other land disturbing activities which would reduce the effectiveness of the buffer shall be re-vegetated.

2. Buildings and other features that require grading and construction shall be set back at least ten (10) feet from the edge of the buffer. Crossings by streets, driveways, culverts, railroads, recreational features, intakes, docks, utilities, bridges or other facilities shall be designed to minimize the amount of intrusion into the buffer. The buffer can serve to meet minimum lot size requirements if there is sufficient buildable area remaining on the lot.

3. Stream buffers can be used for passive recreational activities such as walking and bicycling trails, provided that service facilities for such activities, including but not limited to parking, picnicking and sanitary facilities, are located outside the buffer. Trails running parallel to the stream shall be located at least ten (10) feet from the edge of the stream. Water oriented recreational facilities, such as boat or fishing piers, shall require an approved use permit from the Watershed Administrator.

4. Clearing and re-vegetating the stream buffer for the purposes of improving its pollutant removal efficiency may be permitted.

**Section 305. Rules Governing the Interpretation of Watershed Area Boundaries.**

Where uncertainty exists as to the boundaries of the watershed areas, as shown on the Watershed Map, the following rules shall apply:

(A) Where area boundaries are indicated as approximately following either street, alley, railroad or highway lines or centerlines thereof, such lines shall be construed to be said boundaries.

(B) Where area boundaries are indicated as approximately following lot lines, such lot lines shall be construed to be said boundaries. However, a surveyed plat prepared by a registered land surveyor may be submitted to the county as evidence that one or more properties along these boundaries do not lie within the watershed area.

(C) Where the watershed area boundaries lie at a scaled distance more than twenty-five (25) feet from any parallel lot line, the location of watershed area boundaries shall be determined by use of the scale appearing on the Watershed Map.

(D) Where the watershed area boundaries lie at a scaled distance of twenty-five (25) feet or less from any parallel lot line, the location of watershed area boundaries shall be construed to be the lot line.

(E) Where other uncertainty exists, the Watershed Administrator shall interpret the Watershed Map as to location of such boundaries. This decision may be appealed to the Watershed Review Board.

**Section 306. Application of Regulations.**

(A) No building or land shall hereafter be used and no development shall take place except in conformity with the regulations herein specified for the watershed area in which it is located.

(B) No area required for the purpose of complying with the provisions of this ordinance shall be included in the area required for another building.

(C) Every residential building hereafter erected, moved or structurally altered shall be located on a lot which conforms to the regulations herein specified, except as permitted in Section 307.

(D) If a use or class of use is not specifically indicated as being allowed in a watershed area, such use or class of use is prohibited.

**Section 307. Existing Development.**

Any existing development as defined in this ordinance, may be continued and maintained subject to the provisions provided herein. Expansions to structures classified as existing development must meet the requirements of this ordinance. However, the built-upon area of the existing development is not required to be included in the density calculations.

(A) Vacant Lots. This category consists of vacant lots for which plats or deeds have been recorded in the office of the Register of Deeds of Chatham County. Lots may be used for any of the uses allowed in the watershed area in which it is located, provided the following:

(1) Where the lot area is below the minimum specified in this ordinance the Watershed Administrator is authorized to issue a Watershed Protection Permit.

(2) Notwithstanding the foregoing, whenever two or more contiguous residential vacant lots of record are in single ownership at any time after the adoption of this ordinance and such lots individually have less area than the minimum requirements for residential purposes for the watershed area in which such lots are located, as established by the N.C. Environmental Management Commission, such lots shall be combined to create one or more lots that meet the standards of this ordinance, or, if this is impossible, reduce to the extent possible the nonconformity of the lots.

(B) Occupied Lots. This category consists of lots, occupied for residential purposes at the time of the adoption of this ordinance. These lots may continue to be used provided that whenever two or more adjoining lots of record, one of which is occupied, are in single ownership at any time after the adoption of this ordinance, and such lots individually or together have less area than the minimum requirements for residential purposes for the watershed area in which they are located as established by the N.C. Environmental Management Commission. Such lots shall be combined to create lots which meet the minimum size requirements or which minimize the degree of nonconformity.

(C) Uses of Land. This category consists of uses existing at the time of adoption of this ordinance where such use of the land is not permitted to be established hereafter in the watershed area in which it is located. Such uses may be continued except as

follows:

(1) When such use of land has been changed to an allowed use, it shall not thereafter revert to any prohibited use.

(2) Such use of land shall be changed only to an allowed use.

(3) When such use ceases for a period of at least one year, it shall not be reestablished.

(D) Reconstruction of Buildings or Built-upon Areas. There are no restrictions on single family residential development. Any other existing building or built-upon area not in conformance with the restrictions of this ordinance that has been damaged or removed may be repaired and/or reconstructed provided:

(1) Repair or reconstruction is initiated within twelve (12) months and completed within two (2) years of such damage.

(2) The total amount of space devoted to built-upon area may not be increased unless stormwater control that equals or exceeds the previous development is provided.

**Section 308. Watershed Protection Permit.**

(A) No building or built-upon area shall be erected, moved, enlarged or structurally altered, nor shall any building permit be issued nor shall any change in the use of any building or land be made until a Watershed Protection Permit has been issued by the Watershed Administrator. No Watershed Protection Permit shall be issued except in conformity with the provisions of this ordinance.

(B) Watershed Protection Permit applications shall be filed with the Watershed Administrator. The application shall include a completed application form (see Attachment C) and supporting documentation deemed necessary by the Watershed Administrator.

(C) Prior to issuance of a Watershed Protection Permit, the Watershed Administrator may consult with qualified personnel for assistance to determine if the application meets the requirements of this ordinance.

(D) A Watershed Protection Permit shall expire if a Building Permit or Watershed Occupancy Permit for such use is not obtained by the applicant within twelve (12) months from the date of issuance.

**Section 309. Building Permit Required.**

No permit required under the North Carolina State Building Code shall be issued for any activity for which a Watershed Protection Permit is required until that permit has been issued.

**Section 310. Watershed Protection Occupancy Permit.**

(A) The Watershed Administrator shall issue a Watershed Protection Occupancy Permit certifying that all requirements of this ordinance have been met prior to the occupancy or use of a building hereafter erected, altered or moved and/or prior to the change of use of any building or land. The Watershed Protection Occupancy Permit may coincide with the final Building Inspections Permit.

(B) A Watershed Protection Occupancy Permit, either for the whole or part of a building, shall be applied for coincident with the application for a Watershed Protection Permit and shall be issued or denied within ten (10) days after the erection or structural alterations of the building.

(C) When only a change in use of land or existing building occurs, the Watershed Administrator shall issue a Watershed Protection Occupancy Permit certifying that all requirements of this ordinance have been met coincident with the Watershed Protection Permit.

(D) If the Watershed Protection Occupancy Permit is denied, the Watershed Administrator shall notify the applicant in writing stating the reasons for denial.

(E) No building or structure which has been erected, moved, or structurally altered may be occupied until the Watershed Administrator has approved and issued a Watershed Protection Occupancy Permit.

**Section 311. Compact Communities.**

For approved compact communities, the provisions set forth in the Chatham County Compact Communities Ordinance with regard to maximum density, built-upon areas, and stream buffers shall supplement the provisions hereof and in the event of a conflict, the most restrictive provision or the one which imposes the highest standard or requirement shall prevail, except as otherwise specified.

**ARTICLE 400: PUBLIC HEALTH REGULATIONS**

**Section 401. Public Health, in general.**

No activity, situation, structure or land use shall be allowed within the watershed which poses a threat to water quality and the public health, safety and welfare. Such conditions may arise from inadequate on-site sewage systems which utilize ground absorption; inadequate sedimentation and erosion control measures; the improper storage or disposal of junk, trash or other refuse within a buffer area; the absence or improper implementation of a spill containment plan for toxic and hazardous materials; the improper management of stormwater runoff; or any other situation found to pose a threat to water quality.

**Section 402. Abatement.**

(A) The Watershed Administrator shall monitor land use activities within the watershed areas to identify situations that may pose a threat to water quality.

(B) The Watershed Administrator shall report all findings to the Watershed Review Board. The Watershed Administrator may consult with any public agency or official and request recommendations.

(C) Where the Watershed Review Board finds a threat to water quality and the public health, safety and welfare, the Board shall institute any appropriate action or proceeding to restrain, correct or abate the condition and/or violation.

**ARTICLE 500: ADMINISTRATION, ENFORCEMENT AND APPEALS**

**Section 501. Watershed Administrator and Duties thereof.**

The county shall appoint a Watershed Administrator, who shall be duly sworn in. It shall be the duty of the Watershed Administrator to administer and enforce the provisions of this ordinance as follows:

(A) The Watershed Administrator shall issue Watershed Protection Permits and Watershed Protection Occupancy Permits as prescribed herein. A record of all permits shall be kept on file and shall be available for public inspection during regular office hours of the Administrator.

(B) The Watershed Administrator shall serve as clerk to the

Watershed Review Board unless another person is appointed by the county.

(C) The Watershed Administrator shall keep records of all amendments to the local Water Supply Watershed Protection Ordinance and shall provide copies of all amendments upon adoption to the Supervisor of the Classification and Standards Group, Water Quality Section, North Carolina Division of Environmental Management.

(D) The Watershed Administrator shall keep records of the jurisdiction's utilization of the provision that a maximum of five percent (5%) of the WS-III-BW watershed may be developed with non-residential development to a maximum of seventy percent (70%) built-upon surface area. The Watershed Administrator shall keep records of other special non-residential intensity allocations (SNIA) as provided in this ordinance. Records for each watershed shall include the total acres of non-critical watershed area, total acres eligible to be developed under this option, total acres approved for this development option, and individual records for each project with the following information: location, acres, site plan, use, stormwater management plan as applicable and inventory of hazardous materials as applicable.

(E) The Watershed Administrator is granted the authority to administer and enforce the provisions of this Ordinance, exercising in the fulfillment of his responsibility the full police power of the county. The Watershed Administrator, or his duly authorized representative, may enter any building, structure, or premises, as provided by law, to perform any duty imposed upon him by this Ordinance.

(F) The Watershed Administrator shall keep a record of variances to the local Water Supply Watershed Protection Ordinance. This record shall be submitted to the Supervisor of the Classification and Standards Group, Water Quality Section, North Carolina Division of Environmental Management on an annual basis and shall provide a description of each project receiving a variance and the reasons for granting the variance.

**Section 502. Appeal from the Watershed Administrator.**

Any order, requirement, decision or determination made by the Watershed Administrator may be appealed to and decided by the Watershed Review Board.

An appeal from a decision of the Watershed Administrator must be submitted to the Watershed Review Board within thirty (30) days from the date the order, interpretation, decision or determination is made. All appeals must be made in writing stating the reasons for appeal. Following submission of an appeal, the Watershed

Administrator shall transmit to the Board all papers constituting the record upon which the action appealed from was taken.

An appeal stays all proceedings in furtherance of the action appealed, unless the officer from whom the appeal is taken certifies to the Board after the notice of appeal has been filed with him, that by reason of facts stated in the certificate, a stay would in his opinion cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application of notice of the officer from whom the appeal is taken and upon due cause shown.

The Board shall fix a reasonable time for hearing the appeal and give notice thereof to the parties and shall decide the same within a reasonable time. At the hearing, any party may appear in person, by agent or by attorney.

**Section 503. Changes and Amendments to the Watershed Protection Ordinance.**

(A) The county Governing Board may, on its own motion or on petition, after public notice and hearing, amend, supplement, change or modify the watershed regulations and restrictions as described herein.

(B) No action shall be taken until the proposal has been submitted to the Watershed Review Board for review and recommendations. If no recommendation has been received from the Watershed Review Board within forty-five (45) days after submission of the proposal to the Chairman of the Watershed Review Board, the county Governing Board may proceed as though a favorable report had been received.

(C) Under no circumstances shall the county Board adopt such amendments, supplements or changes that would cause this ordinance to violate the watershed protection rules as adopted by the N.C. Environmental Management Commission. All amendments must be filed with the N.C. Division of Environmental Management, N.C. Division of Environmental Health, and the N.C. Division of Community Assistance.

**Section 504. Public Notice and Hearing Required.**

Before adopting or amending this ordinance, the county Governing Board shall hold a public hearing on the proposed changes. A notice of the public hearing shall be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published for the first time not less than ten (10) nor more than twenty-



five (25) days before the date fixed for the hearing.

**Section 505. Establishment of Watershed Review Board.**

(A) There shall be and hereby is created the Watershed Review Board consisting of a minimum of five (5) members appointed by the county Governing Board. The Chatham County Planning Board is hereby appointed as the Watershed Review Board.

**Section 506. Rules of Conduct for Members.**

Members of the Board may be removed by the county Governing Board for cause, including violation of the rules stated below:

(A) Faithful attendance at meetings of the Board and conscientious performance of the duties required of members of the Board shall be considered a prerequisite to continuing membership on the Board.

(B) No Board member shall take part in the hearing, consideration, or determination of any case in which he is personally or financially interested. A Board member shall have a "financial interest" in a case when a decision in the case will: 1) cause him or his spouse to experience a direct financial benefit or loss, or 2) will cause a business in which he or his spouse owns a 10 per cent or greater interest, or is involved in a decision-making role, to experience a direct financial benefit or loss. A Board member shall have a "personal interest" in a case when it involves a member of his immediate family (i.e., parent, spouse, or child).

(C) No Board member shall discuss any case with any parties thereto prior to the public hearing on that case; provided, however, that members may receive and/or seek information pertaining to the case from the Watershed Administrator or any other member of the Board, its secretary or clerk prior to the hearing.

(D) Members of the Board shall not express individual opinions on the proper judgement of any case prior to its determination on that case.

(E) Members of the Board shall give notice to the chairman at least forty-eight (48) hours prior to the hearing of any potential conflict of interest which he has in a particular case before the Board.

(F) No Board member shall vote on any matter that decides an application or appeal unless he had attended the public hearing on

that application or appeal.

**Section 507. Powers and Duties of the Watershed Review Board.**

(A) Administrative Review. The Watershed Review Board shall hear and decide appeals from any decision or determination made by the Watershed Administrator in the enforcement of this ordinance.

(B) Variances. The Watershed Review Board shall have the power to authorize, in specific cases, minor variances from the terms of this Ordinance as will not be contrary to the public interests where, owing to special conditions, a literal enforcement of this Ordinance will result in practical difficulties or unnecessary hardship, so that the spirit of this Ordinance shall be observed, public safety and welfare secured, and substantial justice done. In addition, the county shall notify and allow a reasonable comment period for all other local governments having jurisdiction in the designated watershed where the variance is being considered.

(1) Applications for a variance shall be made on the proper form obtainable from the Watershed Administrator and shall include the following information:

(a) A site plan, drawn to a scale of at least one (1) inch to forty (40) feet, indicating the property lines of the parcel upon which the use is proposed; any existing or proposed structures; parking areas and other built-upon areas; surface water drainage. The site plan shall be neatly drawn and indicate north point, name and address of person who prepared the plan, date of the original drawing, and an accurate record of any later revisions and general vicinity map.

(b) A complete and detailed description of the proposed variance, together with any other pertinent information which the applicant feels would be helpful to the Watershed Review Board in considering the application.

(c) The Watershed Administrator shall notify in writing each local government having jurisdiction in the watershed. Such notice shall include a description of the variance being requested. Local governments receiving notice of the variance request may submit comments to the Watershed Administrator prior to a decision by the Watershed Review Board. Such comments shall become a part of the record of proceedings of the Watershed Review Board.

(2) Before the Watershed Review Board may grant a variance, it shall make the following three findings, which shall be recorded in the permanent record of the case, and

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shall include the factual reasons on which they are based:

(a) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Ordinance. In order to determine that there are practical difficulties or unnecessary hardships, the Board must find that the five following conditions exist:

(1) If the applicant complies with the provisions of the Ordinance, the applicant can secure no reasonable return from, nor make reasonable use of, the property. Merely proving that the variance would permit a greater profit to be made from the property will not be considered adequate to justify the Board in granting an variance. Moreover, the Board shall consider whether the variance is the minimum possible deviation from the terms of the Ordinance that will make possible the reasonable use of his property.

(2) The hardship results from the application of the Ordinance to the property rather than from other factors such as deed restrictions or other hardship.

(3) The hardship is due to the physical nature of the applicant's property, such as its size, shape, or topography, which is different from that of neighboring property.

(4) The hardship is not the result of the actions of an applicant who knowingly or unknowingly violates the Ordinance, or who purchases the property after the effective date of the Ordinance, and then comes to the Board for relief.

(5) The hardship is peculiar to the applicant's property, rather than the result of conditions that are widespread. If other properties are equally subject to the hardship created in the restriction, then granting a variance would be a special privilege denied to others, and would not promote equal justice.

(b) The variance is in harmony with the general purpose and intent of the Ordinance and preserves its spirit.

(c) In the granting of the variance, the public safety and welfare have been assured and substantial

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justice has been done. The Board shall not grant a variance if it finds that doing so would in any respect impair the public health, safety, or general welfare.

(3) In granting the variance, the Board may attach thereto such conditions regarding the location, character, and other features of the proposed building, structure, or use as it may deem advisable in furtherance of the purpose of this ordinance. If a variance for the construction, alteration or use of property is granted, such construction, alteration or use shall be in accordance with the approved site plan.

(4) The Watershed Review Board shall refuse to hear an appeal or an application for a variance previously denied if it finds that there have been no substantial changes in conditions or circumstances bearing on the appeal or application.

(5) A variance issued in accordance with this Section shall be considered a Watershed Protection Permit and shall expire if a Building Permit or Watershed Occupancy Permit for such use is not obtained by the applicant within six (6) months from the date of the decision.

(6) If the application calls for the granting of a major variance, and if the Watershed Review Board decides in favor of granting the variance, the Board shall prepare a preliminary record of the hearing with all deliberate speed. The preliminary record of the hearing shall include:

- (a) The variance application;
- (b) The hearing notices;
- (c) The evidence presented;
- (d) Motions, offers of proof, objections to evidence, and rulings on them;
- (e) Proposed findings and exceptions;
- (f) The proposed decision, including all conditions proposed to be added to the permit.

The preliminary record shall be sent to the Environmental Management Commission for its review as follows:

(a) If the Commission concludes from the preliminary record that the variance qualifies as a major variance and that (1) the property owner can secure no reasonable return from, nor make any practical use of the property unless the proposed variance is granted, and (2) the variance, if granted, will not result in a serious threat to the water supply, then the Commission shall approve the variance as proposed or approve the proposed variance with

conditions and stipulations. The Commission shall prepare a Commission decision and send it to the Watershed Review Board. If the Commission approves the variance as proposed, the Board shall prepare a final decision granting the proposed variance. If the Commission approves the variance with conditions and stipulations, the Board shall prepare a final decision, including such conditions and stipulations, granting the proposed variance.

(b) If the Commission concludes from the preliminary record that the variance qualifies as a major variance and that (1) the property owner can secure a reasonable return from or make a practical use of the property without the variance or (2) the variance, if granted, will result in a serious threat to the water supply, then the Commission shall deny approval of the variance as proposed. The Commission shall prepare a Commission decision and send it to the Watershed Review Board. The Board shall prepare a final decision denying the variance as proposed.

(C) Subdivision approval. See Article 200.

(D) Public Health. See Article 400.

(E) Approval of all development greater than the low density option. (For Future Inclusion)

**Section 508. Appeals from the Watershed Review Board.**

Appeals from the Watershed Review Board must be filed with the Superior Court within 30 days from the date of the decision. The decisions of the Board are subject to review by the Superior Court by proceedings in the manner of certiorari.

**ARTICLE 600: DEFINITIONS**

**Section 601. General Definitions.**

**Agricultural Use.** The use of waters for stock watering, irrigation, and other farm purposes.

**Animal Unit.** A unit of measurement developed by the U.S. Environmental Protection Agency that is used to compare different types of animal operations.

**Best Management Practices (BMP).** A structural or nonstructural management-based practice used singularly or in combination to reduce nonpoint source inputs to receiving waters in order to achieve water quality protection goals.

**Buffer.** An area of natural or planted vegetation through which stormwater runoff flows in a diffuse manner so that the runoff does not become channelized and which provides for infiltration of the runoff and filtering of pollutants. The buffer is measured landward from the normal pool elevation of impounded structures and from the bank of each side of streams or rivers.

**Building.** Any structure having a roof supported by columns or by walls, and intended for shelter, housing or enclosure of persons, animals or property. The connection of two buildings by means of an open porch, breezeway, passageway, carport or other such open structure, with or without a roof, shall not be deemed to make them one building.

**Built-upon area.** Built-upon areas shall include that portion of a development project that is covered by impervious or partially impervious cover including buildings, pavement, gravel roads, recreation facilities (e.g. tennis courts), etc. (Note: Wooden slatted decks and the water area of a swimming pool are considered pervious.)

**Clerk to the Watershed Review Board.** The Watershed Administrator or other person appointed by the county.

**Cluster Development.** The grouping of buildings in order to conserve land and provide for innovation in the design of the project. This term includes non-residential development as well as single-family residential subdivisions and multi-family developments that do not involve the subdivision of land. "Planned Residential Developments," as provided for under the Chatham County Zoning Ordinance and "Planned Unit Developments," as provided for under the Chatham County Subdivision Regulations, shall each be deemed to be Cluster Development under this Chatham County Watershed Protection Ordinance. (#7)

**Compact Community.** A compact residential development with a mixed commercial use village center with a conditional use permit required as a prerequisite to any use or development.

**Composting Facility.** A facility in which only stumps, limbs, leaves, grass and untreated wood collected from land clearing or landscaping operations is deposited.

**Critical Area.** The area adjacent to a water supply intake or

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reservoir where risk associated with pollution is greater than from the remaining portions of the watershed. The critical area is defined as extending either one mile from the normal pool elevation of the reservoir in which the intake is located or to the ridge line of the watershed (whichever comes first); or one mile upstream from the intake located directly in the stream or river (run-of-the-river), or the ridge line of the watershed (whichever comes first). Local governments may extend the critical area as needed. Major landmarks such as highways or property lines may be used to delineate the outer boundary of the critical area if these landmarks are immediately adjacent to the appropriate outer boundary of one mile.

**Development.** Any land disturbing activity which adds to or changes the amount of impervious or partially impervious cover on a land area or which otherwise decreases the infiltration of precipitation into the soil.

**Discharging Landfill.** A facility with liners, monitoring equipment and other measures to detect and/or prevent leachate from entering the environment and in which the leachate is treated on site and discharged to a receiving stream.

**Dwelling Unit.** A building, or portion thereof, providing complete and permanent living facilities for one family.

**Existing Development.** Those projects that are built or those projects that at a minimum have established a vested right under North Carolina zoning law as of the effective date of this ordinance based on at least one of the following criteria:

- (1) substantial expenditures of resources (time, labor, money) based on a good faith reliance upon having received a valid local government approval to proceed with the project, or
- (2) having an outstanding valid building permit as authorized by the General Statutes (G.S. 153A-344.1 and G.S. 160A-385.1), or
- (3) having expended substantial resources (time, labor, money) and having an approved site specific or phased development plan as authorized by the General Statutes (G.S. 153A-344.1 and G.S. 160A-385.1).

**Existing Lot (Lot of Record).** A lot which is part of a subdivision, a plat of which has been recorded in the Office of the Register of Deeds prior to the adoption of this ordinance, or a lot described by metes and bounds, the description of which has been so recorded prior to the adoption of this ordinance.

**Family Subdivision.** Family subdivision means one or more divisions of a tract of land (a) to convey the resulting parcels, with the exception of parcels retained by the grantor, to a relative or relatives of direct lineage, or to the surviving spouse, if any, of any deceased lineal descendant, as a gift or for nominal consideration, but only if no more than one parcel from such tract is conveyed by the grantor to any one relative or such relative's surviving spouse; or (b) to divide land from a common ancestor among tenants in common, all of whom inherited by intestacy or by will. This provision shall apply only where the grantor or decedent already owned the land so divided upon the effective date of this ordinance. (#1)

**Hazardous Material.** Any substance listed as such in: SARA section 302, Extremely Hazardous Substances, CERCLA Hazardous Substances, or Section 311 of CWA (oil and hazardous substances).

**Home Occupations.** Any use conducted entirely within a dwelling or accessory building not larger than 1500 square feet and carried on by the occupants thereof and not more than three non-residents of the property which use is clearly incidental and secondary to the use of the dwelling for residential purposes and does not change the character thereof. Provided further that no mechanical equipment is installed or used except as is normally used for domestic or professional purposes, and that not over twenty-five percent (25%) of the total floor space of any dwelling is used for the occupation.

**Industrial Development.** Any non-residential development that requires an NPDES permit for an industrial discharge and/or requires the use or storage of any hazardous material for the purpose of manufacturing, assembling, finishing, cleaning or developing any product or commodity.

**Impervious Surface.** See Built-upon area.

**Landfill.** A facility for the disposal of solid waste on land in a sanitary manner in accordance with Chapter 130A Article 9 of the N.C. General Statutes. For the purpose of this ordinance this term does not include composting facilities.

**Lot.** A parcel of land occupied or capable of being occupied by a building or group of buildings devoted to a common use, together with the customary accessories and open spaces belonging to the same.

**\* Major Variance.** A variance that results in any one or more of the following:

- (1) the complete waiver of a management requirement;



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- (2) the relaxation, by a factor of more than ten (10) percent, of any management requirement that takes the form of a numerical standard;
- (3) the relaxation of any management requirement that applies to a development proposal intended to qualify under the high density option.

**Minor Variance.** A variance that does not qualify as a major variance.

**Non-residential Development.** All development other than residential development, agriculture and silviculture.

**Plat.** A map or plan of a parcel of land which is to be, or has been subdivided.

**Residential Development.** Buildings for residence such as attached and detached single-family dwellings, apartment complexes, condominiums, townhouses, cottages, etc. and their associated outbuildings such as garages, storage buildings, gazebos, etc. and customary home occupations.

**Single Family Residential.** Any development where: 1) no building contains more than one dwelling unit, 2) every dwelling unit is on a separate lot, and 3) where no lot contains more than one dwelling unit.

**Street (Road).** A right-of-way for vehicular traffic which affords the principal means of access to abutting properties.

**Structure.** Anything constructed or erected, including but not limited to buildings, which requires location on the land or attachment to something having permanent location on the land.

**Subdivider.** Any person, firm or corporation who subdivides or develops any land deemed to be a subdivision as herein defined.

**Subdivision.** All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose of sale or building development (whether immediate or future) and shall include all division of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definition nor be subject to the regulations authorized by this ordinance:

- (1) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots

CHATHAM COUNTY WATERSHED PROTECTION ORDINANCE

- are equal to or exceed the standards of this ordinance;
- (2) The division of land into parcels greater than 10 acres where no street right-of-way dedication is involved;
  - (3) The public acquisition by purchase of strips of land for the widening or opening of streets;
  - (4) The division of a tract in single ownership whose entire area is no greater than two acres into not more than three lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of the this ordinance;
  - (5) The division of a tract into plots or lots used as a cemetery.

**Toxic Substance.** Any substance or combination of substances (including disease causing agents), which after discharge and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, has the potential to cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions (including malfunctions or suppression in reproduction or growth) or physical deformities in such organisms or their off spring or other adverse health effects.

**Variance.** A permission to develop or use property granted by the Watershed Review Board relaxing or waiving a water supply watershed management requirement adopted by the Environmental Management Commission that is incorporated into this ordinance.

**Water Dependent Structure.** Any structure for which the use requires access to or proximity to or citing within surface waters to fulfill its basic purpose, such as boat ramps, boat houses, docks and bulkheads. Ancillary facilities such as restaurants, outlets for boat supplies, parking lots and commercial boat storage areas are not water dependent structures.

**Watershed.** The entire land area contributing surface drainage to a specific point (e.g. the water supply intake.)

**Watershed Administrator.** An official or designated person of county responsible for administration and enforcement of this ordinance.

**Watershed Review Board.** The Chatham County Board of Commissioners shall designate this review Board.

**Section 602. Word Interpretation.**

CHATHAM COUNTY WATERSHED PROTECTION ORDINANCE

For the purpose of this ordinance, certain words shall be interpreted as follows:

Words in the present tense include the future tense.

Words used in the singular number include the plural, and words used in the plural number include the singular, unless the natural construction of the wording indicates otherwise.

The word "person" includes a firm, association, corporation, trust, and company as well as an individual.

The word "structure" shall include the word "building."

The word "lot" shall include the words, "plot," "parcel," or "tract."

The word "shall" is always mandatory and not merely directory.

The word "will" is always mandatory and not merely directory.

ATTACHMENT A: Permitted Uses

Accessory uses and structures clearly incidental to a permitted use  
Accessory dwelling unit i.e. guest house, pool house, garage apartment and in-house apartment  
Animal husbandry, specialized with a minimum lot area of 15 acres  
Avocational farming  
Bed and Breakfast Inns with no more than six rooms for rent with a minimum lot area of three acres  
Boarding stables with a minimum lot area of three acres  
Breeding stables with a minimum lot area of three acres  
Boat, Camper, and Recreational Vehicle Storage  
Breeding kennels with a minimum lot area of three acres  
Churches and other places of worship provided such are located on a lot of not less than three acres  
Day Care Centers in the principal residence to accommodate not more than 15 children at any one time  
Day Care Center for more than 15 children with a minimum lot area of three acres  
Dwellings, single-family, manufactured  
Dwellings, single-family site built and modular  
Family Care Home limited to not more than six persons  
Fire Stations and emergency medical facilities with a minimum lot area of three acres  
Grounds and facilities for hunting and fishing clubs with a minimum lot area of 20 acres  
Grounds and facilities for non-profit clubs with a minimum lot area of three acres  
Guest house, pool house, garage apartment  
High-tech precision computerized machine shop [#5]  
Home occupations  
Horticulture, specialized with a minimum lot area of three acres  
Kindergartens and nurseries with a minimum lot area of three acres  
Mini-Warehouse Storage Facilities:  
a) Mini-warehouses shall not be allowed to keep on the premises explosives, inflammable liquid, hazardous/toxic waste and other pollutants, contraband, live animal, or other goods prohibited by law.  
b) Stormwater management facility to retain the first ½ inch of runoff from the impervious surface area  
Planned residential developments  
Public and private recreation camps and grounds  
Public parks and recreation areas including marinas and concessions with a minimum lot area of three acres  
Public utility facilities  
Schools, public and private with a minimum lot area of three acres  
Street and railway rights-of-way  
Public utility transmission lines

CHATHAM COUNTY WATERSHED PROTECTION ORDINANCE

Temporary construction trailers or structure

ATTACHMENT B: Permitted Uses

ABC stores

Amusement enterprises such as pool, bowling, roller rink when housed entirely within a permanent structure

Antique and furniture shops

Appliance sales and service

Art supply retail sales

Automobile repair garages

Automobile sales and service

Automobile service stations including tune-ups, minor repairs, tire service, washing facilities, both manual and automatic, and similar services. Fuel, oil and similar pumps and appliances may be located in the minimum required front and side yards provided that none shall be located nearer than 15 feet to any street line and may be covered by an attached or free standing unenclosed canopy provided such canopy does not extend nearer than five feet to any property line and does not cover greater than 30% of the required yard area

Bait and tackle shops

Bake shops and similar food preparation intended primarily for retail sales on the premises for consumption either on or off premises

Banks, savings and loans, finance companies, credit agencies and similar financial institutions

Bicycle sales and repair

Boat, trailer and other utility vehicle sales and service

Book, stationery and office supply stores

Bus passenger stations

Cabinet shops

Catering establishments

Churches and other places of worship

Clothing shops

Dairy bars and ice cream shops intended primarily for retail sale on the premises for consumption either on or off premises

Drug stores

Eating and drinking establishments

Fabric shops

Feed, seed, fertilizer retail sales

Fire stations and emergency medical service facilities

Florist shops

Food stores, retail

Funeral homes, embalming including crematoria

Fur storage

Furrier, retail sales

Gift shops

Hardware, appliances, electrical and similar items retail sales

Heating, plumbing, electrical, cabinet and similar shops

Horticulture, specialized

CHATHAM COUNTY WATERSHED PROTECTION ORDINANCE

Hospital, health and welfare centers, nursing homes  
Hotels, motels and inns  
Attachment B - (con't)

Incidental storage of goods intended for retail sales on the premises  
Interior design shops  
Jewelry and watch sales and service, goldsmith  
Laboratory - dental, medical, optical  
Landscape design business  
Landscaping and grading business  
Laundries, laundromats and dry cleaning establishments  
Lawn and garden shops  
Leather goods sales and service including manufacture for retail sales on premises  
Libraries, Museums and Art Galleries  
Lock and gunsmith  
Lodges, fraternal and social organization clubs  
Medical clinics - inpatient and outpatient care  
Mobile home sales and service  
Motorcycle sales and service  
Music stores  
Newsstands  
Office - business, professional and governmental  
Office - engineering supply and similar sales and services including blueprinting, photostating and similar services  
Opticians and optical sales and service  
Paint retail shops  
Pawnshops and secondhand stores  
Pet shops  
Photographic studios, camera shops  
Physical culture establishments  
Post offices  
Printing and publishing  
Public and private schools, training and conference centers  
Radio and television stations and their towers when the towers are located on the same site with the station  
Repair shops for jewelry, shoes, radios, televisions and other small office or household appliances  
Retail stores and personal service shops similar to those listed dealing in direct consumer and personal services  
Secretarial and job service offices  
Sporting goods sales  
Swimming pool and related items sales and service  
Temporary construction trailers or structures which meet the district setbacks  
Upholstery, wallpaper and decorator shops  
Uses and structures customarily accessory to any permitted use  
Veterinary clinics and hospitals with dog runs or equivalent facilities

**ARTICLE 700: AMENDMENTS**

	PAGE
Amendments effective May 20, 1996 (#1)	40
Amendment effective August 18, 1997 (#2)	40
Amendment effective May 26, 1999 (#3)	41
Amendment effective October 16, 2000 (#4)	41
Amendment effective April 16, 2001 (#5)	41
Amendment effective April 19, 2004 (#6)	42
Amendment effective March 21, 2005 (#7)	43
Amendment effective November 7, 2005 (#8)	44

AMENDMENTS EFFECTIVE MAY 20, 1996 (#1)

A) TEXT: Page 10 Section 302(F) - add language

(2) Density and Built-upon Limits:

(a) Single Family Residential-development shall average one dwelling unit per five (5) acres on a project by project basis. No residential lot shall be less than three (3) acres, except within an approved cluster development or a family subdivision may have lots a minimum of two acres in size.

B) TEXT: Page 28 Section 601 General Definitions - add language

Family Subdivision. Family subdivision means one or more divisions of a tract of land (a) to convey the resulting parcels, with the exception of parcels retained by the grantor, to a relative or relatives of direct lineage, or to the surviving spouse, if any, of any deceased lineal descendant, as a gift or for nominal consideration, but only if no more than one parcel from such tract is conveyed by the grantor to any one relative or such relative's surviving spouse; or (b) to divide land from a common ancestor among tenants in common, all of whom inherited by intestacy or by will. This provision shall apply only where the grantor or decedent already owned the land so divided upon the effective date of this ordinance.

AMENDMENT EFFECTIVE AUGUST 18, 1997 (#2)

A) TEXT: Page 3 Section 301 Establishment of Watershed Area, (D) WSIV-CA (Critical Area); Page 5 Section 302 Watershed Areas Described (D), (1) allowed uses (d) Non-residential development permitted uses in Attachment A (page 32)- add language

Mini-Warehouse Storage Facilities:

1. Mini-Warehouses shall not be allowed to keep on the premises explosives, inflammable liquid, hazardous/toxic waste and other pollutants, contraband live animals, or other goods prohibited by law.
2. Stormwater management facility to retain the first ½ inch of runoff from the impervious surface



CHATHAM COUNTY WATERSHED PROTECTION ORDINANCE

area.

AMENDMENT EFFECTIVE MAY 26, 1999 (#3)

- A) TEXT: Page 8 Section 302(D) WS-IV Watershed Areas Critical Area (WS-IV-CA)  
(1) Allowed Uses: a new paragraph to be designated as "(e)", and to read as follows:

"(e) In the Jordan Lake Critical Area only, and subject to the limitations hereinafter set forth, there shall be allowed: computer sales and service; internet service providers; art and craft sales; clothing sales; fishing equipment sales; sale, rental and service of water sports equipment; and consultation services such as financial, marriage, personal and any other type of individual or group counseling. Uses allowed under this subparagraph (e) shall be subject to the following:

- (I) Uses enumerated shall be allowed on at least one road classified as a collector road, or higher classification; and
- (II) The use area shall be restricted to a location within 500 feet of a road intersection, and
- (III) The land area involved at a quadrant of an intersection shall not be greater than two acres, and
- (IV) All uses involving the storage of toxic, hazardous, or highly flammable substances shall be prohibited."

AMENDMENT EFFECTIVE OCTOBER 16, 2000 (#4)

- A) TEXT: Page 34 - ATTACHMENT A: Permitted Uses  
Add the following uses:

Boat, Camper, and Recreational Vehicle Storage

AMENDMENT EFFECTIVE APRIL 16, 2001 (#5)

- A) TEXT: Page 8 Section 302(D) WS-IV Watershed Areas Critical Area )WS-IV-CA)

CHATHAM COUNTY WATERSHED PROTECTION ORDINANCE

(d) Non-residential development - limited to those permitted uses listed in attachment A except 1,000 feet from the intersection of U.S. 64 and S.R. 1008 where non-residential allowed, according to the business uses of attachment B.

A new paragraph to be designated as "(f)", and to read as follows:

"(f) In the Jordan Lake Critical Area only, and subject to the limitations hereinafter set forth, there shall be allowed: high-tech precision computerized machine shop to Attachment A. Uses allowed under this subparagraph (f) shall be subject to the following:

- (I) The amendment shall be applicable to the Jordan Lake Critical Area only.
- (II) To keep the area of land used for this use at a minimum the property shall be no larger than 5 acres in size or the percentage of area devoted to said use shall be reduced such that it does not exceed that used for a 5 acre tract.
- (III) Liquids used in the operational processes of the industry shall be stored under cover with spill containment equal to at least one half the volume of the liquid stored."

AMENDMENT EFFECTIVE APRIL 19, 2004

(#6)

1. That Section 302 (C) (2) (a); (E) (2) (a); and (H) (2) (a) be amended by adding to the end of the second sentence therein the following:

"or compact community.", and

that Section 302 (C) (2) (b); (E) (2) (b); and (H) (2) (b) be amended by adding to the last sentence therein the following:

"or compact community."

2. That a new Section 311 be added to read as follows:

"Section 311. Compact Communities

For approved compact communities, the provisions set

forth in the Chatham County Compact Communities Ordinance with regard to maximum density, built-upon areas, and stream buffers shall supplement the provisions hereof and in the event of a conflict, the most restrictive provision or the one which imposes the highest standard or requirement shall prevail, except as otherwise specified."

3. That Section 601 entitled General Definitions be amended to read as follows:

"Compact Community - A compact residential development with a mixed commercial use village center with a conditional use permit required as a prerequisite to any use or development."

AMENDMENT EFFECTIVE MARCH 21, 2005

(#7)

**Section 303. Cluster Development.**

1. That the first clause of Section 303 entitled "Cluster Development" and Subsection (A) thereof be amended to read as follows:

Clustering of development is allowed in all Watershed Areas of the County under the following conditions:

(A) Minimum lot sizes are not applicable to single family cluster development projects; however, the total number of lots shall not exceed the number of lots allowed for single family detached developments in Section 302. With regard to land lying within the Pokeberry Creek drainage area, known and referred to as "hydrologic unit # 03030002060010" and within more than one Watershed Area, the total number of lots allowed in the entire project shall be calculated as set forth for the respective applicable Watershed Areas set forth herein, but the lots may be located anywhere within the project and no maximum number of lots shall apply solely within the respective Watershed Areas. Built upon area or stormwater control requirements of the project shall not exceed that allowed by this ordinance for the watershed area in which the project is located. The applicant shall provide satisfactory evidence to support the cluster design as compared to the design allowed under the standard provisions of the Ordinance.

**Section 601 - General Definitions.**

2. That Section 601 entitled "General Definitions" and the definition of "Cluster Development" therein be amended to

read as follows:

**Cluster Development.** The grouping of buildings in order to conserve land and provide for innovation in the design of the project. This term includes non-residential development as well as single-family residential subdivisions and multi-family developments that do not involve the subdivision of land. "Planned Residential Developments," as provided for under the Chatham County Zoning Ordinance and "Planned Unit Developments," as provided for under the Chatham County Subdivision Regulations, shall each be deemed to be Cluster Development under this Chatham County Watershed Protection Ordinance.

AMENDMENT EFFECTIVE NOVEMBER 7, 2005 (#8)

All amendments are in italic and all deletions are indicated with a strikethrough. The italic is only added for emphasis and is not to be incorporated into any amendments as approved by the Board of Commissioners.

**Section 102. Jurisdiction (pg. 2, Note: this section does not include a text amendment, but is an amendment to the watershed protection map)**

Adopt the revised map titled "Watershed Protection Map of Chatham County, North Carolina".

**Section 301. Establishment of Watershed Area. (pg. 5)**

(B) WS III - CA (Critical Area):

*This area is the land ~~within 1 mile and draining to the Siler City water system intake on Rocky River extending beyond the area designated as River Corridor, but within a distance of 2,640 feet from the normal pool elevation of approximately 540 feet of the Rocky River Lower Reservoir.~~*

**Section 304. Buffer Areas Required. (pg. 16)**

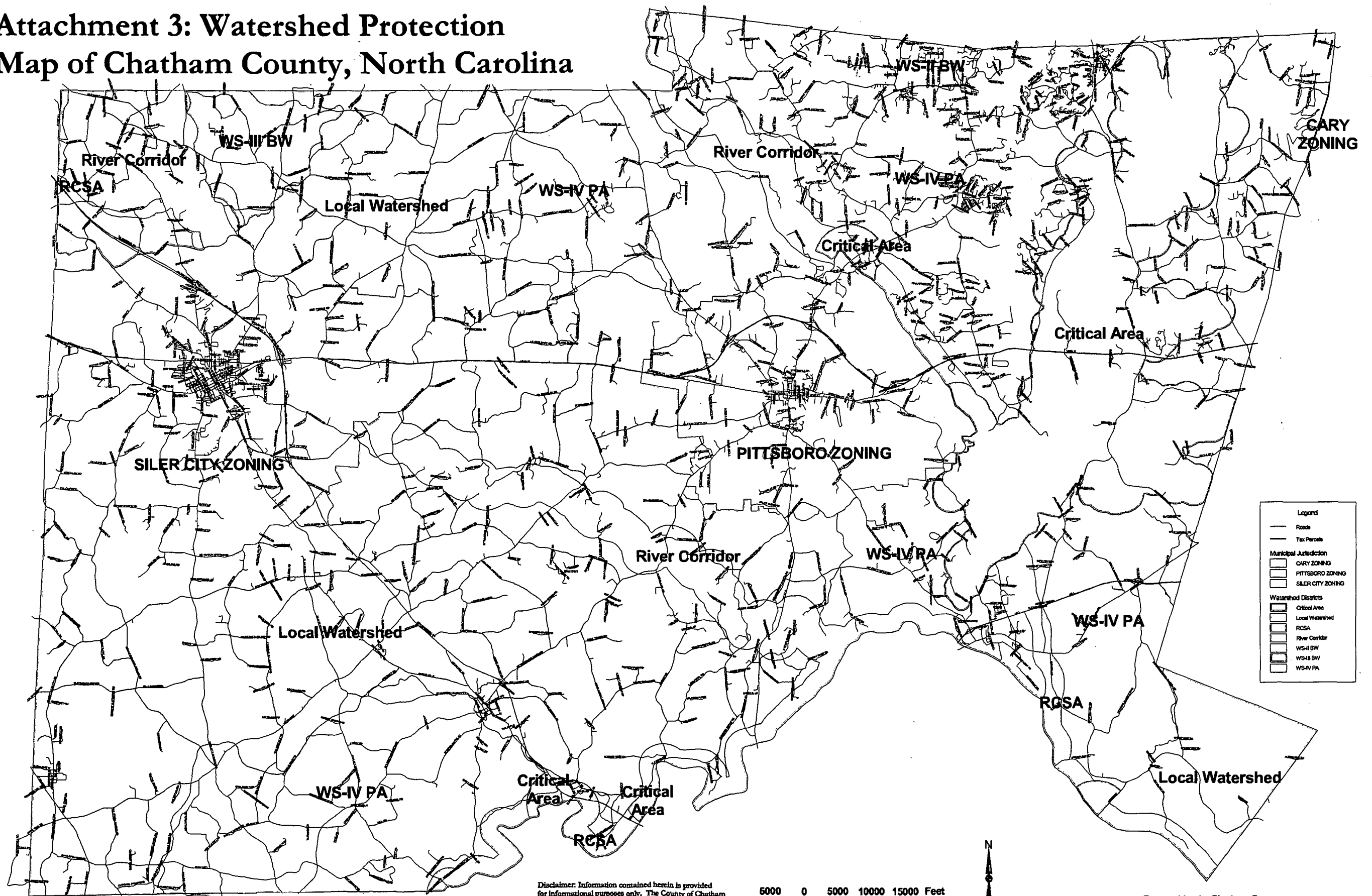
(A) A minimum fifty (50) foot vegetative buffer for development activities is required along all perennial and intermittent waters indicated on the most recent versions of U.S.G.S. 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies. *A minimum one hundred (100) foot vegetative buffer for development activities is required along all Rivers. and A minimum one hundred (100) foot vegetative buffer for development activities is required along all perennial and intermittent waters within 2,500 feet of rivers*

CHATHAM COUNTY WATERSHED PROTECTION ORDINANCE

~~shall have a minimum one hundred (100) foot vegetative buffer.~~  
The vegetative buffers listed above shall be required unless the applicant demonstrates that a lesser distance (but not less than thirty (30) feet) is adequate to guard against stream pollution. Evidence may be based on topography, soils, geology, and other pertinent information.

*A minimum one hundred (100) foot vegetative buffer is required along all perennial streams for all new development activities that exceed the low density option. A buffer width reduction is not allowed for development activities that exceed the low density option.*

# Attachment 3: Watershed Protection Map of Chatham County, North Carolina



Disclaimer: Information contained herein is provided for informational purposes only. The County of Chatham provides geographic information systems (GIS) data, maps, and metadata with no claim as to the completeness, usefulness, or accuracy of its content, positional or otherwise.

Prepared by the Chatham County  
Planning Department, June 2005  
Includes an Amendment to the Rocky River Lower Reservoir

# AIA<sup>®</sup> Document B141<sup>™</sup> – 1997 Part 1

## **Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services**

### TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

**AGREEMENT** made as of the Nineteenth day of December in the year Two Thousand Five

*(In words, indicate day, month and year)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, address and other information)*

The County of Chatham

P.O. Box 87

Pittsboro, North Carolina 27312

and the Architect:

*(Name, address and other information)*

Hobbs Architects, P.A.

480 Hillsboro Street

Suite 400

Pittsboro, North Carolina 27312

For the following Project:

*(Include detailed description of Project)*

County of Chatham

Pittsboro and Siler City, North Carolina

Additions and renovations to five Chatham County buildings as follows: "A" –

**Based on original scope of work for the Dunlap Building**

- a. Addition to the DSS Building (approximately 18,000 SF).
- b. Renovations:

- Renovations to approx. 5,000 SF of the existing DSS Building
- Renovations to approx. 2,370 SF of the Dunlap Building
- Renovations to approx. 1,000 SF of the Law Enforcement Center
- Renovations to the Health Dept. in Siler City, N.C.\*
- Renovations to the Soil and Water Office\*

\* PME services will be performed on an hourly basis

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

2. For the purposes of this proposal, the preliminary construction budget for

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User Notes:

(3169149724)

all projects is established at a total of \$3,376,802.00. The total of new construction costs for the DSS project is estimated to be approximately \$2,600,000.00, and renovations to approximately 5,000 SF of the existing DSS building are estimated to be approximately \$405,240.00. The total of the remaining renovation budgets for the four remaining buildings is estimated to be \$371,562.00. The four renovation projects are proposed to be one bid package and the entire work at the DSS Building is proposed as a second bid package.

3. Proposed Scope of Work in "A" above includes services required to complete Architectural, Structural Engineering, Plumbing-Mechanical-Electrical Engineering, Civil Engineering, Landscape Architecture, and Interior Design.

OR

### "B" - Based on increased scope of work for the Dunlap Building

1. The Work includes an addition to the DSS Building and renovations to five (5) existing buildings owned by Chatham County as follows:

- a. Addition to the DSS Building (approximately 18,000 SF).
- b. Renovations:
  - Renovations to approx. 5,000 SF of the existing DSS Building
  - Renovations to approx. 6,700 SF of the Dunlap Building
  - Renovations to approx. 1,000 SF of the Law Enforcement Center
  - Renovations to the Health Dept. in Siler City, N.C.\*
  - Renovations to the Soil and Water Office\*

\* PME services will be performed on an hourly basis

2. For the purposes of this proposal, the preliminary construction budget for all projects is established at a total of \$3,701,674.00. The total of new construction costs for the DSS project is estimated to be approximately \$2,600,000.00, and renovations to approximately 5,000 SF of the existing DSS building are estimated to be approximately \$405,240.00. The total of the renovation budgets for the four remaining buildings is estimated to be \$696,434.00. This scope includes 6,700 sq/ft of renovations to the Dunlap Building, which raises the initial budget estimate of \$177,628.00 to \$502,500.00. The four renovation projects are proposed to be one bid package and the entire work at the DSS Building is proposed as a second bid package.

3. Proposed Scope of Work in "B" includes services required to complete Architectural, Structural Engineering, Plumbing-Mechanical-Electrical Engineering, Civil Engineering, Landscape Architecture, and Interior Design.

4. Work included in Scope "B" is contingent upon approval by the County Commissioners.

## ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

### § 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is: All buildings in project are county office buildings. The addition to the DSS Building is an office expansion.

*(Identify or describe, if appropriate, proposed use or goals.)*

§ 1.1.2.2 The physical parameters are:



*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)*

See scope of work on pages 1&2 of this agreement

**§ 1.1.2.3** The Owner's Program is:

*(Identify documentation or state the manner in which the program will be developed.)*

The program will be developed through meetings with owner appointed committees per project. One person will be designated by the Owner as the Owner's representative to the Architect.

**§ 1.1.2.4** The legal parameters are:

*(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)*

A topographic survey and Phase 1 Environmental Assessment of the Camp Street site will be provided by the owner. The remaining projects involve interior renovations only.

**§ 1.1.2.5** The financial parameters are as follows.

1. Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation is as follows:

See estimated construction budgets "A" & "B" on page 2 of this Agreement.

**§ 1.1.2.6** The time parameters are:

*(Identify, if appropriate, milestone dates, durations or fast track scheduling.)*

**Preliminary Schedule**

- |   |                 |
|---|-----------------|
| 1. Begin work                                     | January, 2005   |
| 2. Programming and Site Evaluation                | February, 2006  |
| • 3-4 meetings to finalize programming for DSS    |                 |
| • 2-3 meetings to finalize programming for Dunlap |                 |
| • Produce final program document for approval     |                 |
| • Total time 6 weeks                              |                 |
| 3. Schematic Design                               | April, 2006     |
| • 2-3 meetings to finalize DSS                    |                 |
| • 2 meetings to finalize Dunlap                   |                 |
| • Produce final Schematic Design Drawings         |                 |
| • Total time 6 weeks                              |                 |
| 4. Design Development                             | May, 2006       |
| • 1-2 meetings for DSS                            |                 |
| • 1-2 meetings for Dunlap                         |                 |
| • Produce final Design Development Drawings       |                 |
| • Total time 6 weeks                              |                 |
| 5. Construction/Bid Documents                     | August, 2006    |
| • Total time 12 weeks                             |                 |
| 6. Reviews and permits                            | September, 2006 |
| • Estimated time 4 weeks                          |                 |
| 7. Bids   | October, 2006   |
| • 4 weeks   |                 |
| 8. Award Project                                  | November, 2006  |
| 9. Construction – Occupancy                       |                 |
| • Dunlap, Law Enf. Center, Siler City HD, S&W     | April, 2007     |
| • DSS Addition                                    | September, 2007 |

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:  
*(Identify method such as competitive bid, negotiated contract, or construction management.)*

The work is to be publicly bid as two projects.

§ 1.1.2.8 Other parameters are:  
*(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)*

N/A

### § 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:  
*(List name, address and other information.)*

Renee Dickson, Assistant Chatham County Manager, P.O. Box 87, Pittsboro, North Carolina 27312

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:  
*(List name, address and other information.)*

None

§ 1.1.3.3 The Owner's other consultants and contractors are:  
*(List discipline and, if known, identify them by name and address.)*

Southwind Surveying & Engineering, Inc. (Surveying)

§ 1.1.3.4 The Architect's Designated Representative is:  
*(List name, address and other information.)*

Grimsley T. Hobbs Jr, AIA  
Hobbs Architects, PA  
480 Hillsboro Street  
Suite 400  
Pittsboro, North Carolina 27312

§ 1.1.3.5 The consultants retained at the Architect's expense are:  
*(List discipline and, if known, identify them by name and address.)*

Bass, Nixon & Kennedy, Inc. – Plumbing, Mechanical, Electrical Engineer.  
Lasater-Hopkins-Chang, Engineers, PA – Structural Engineering  
Southwind Surveying & Engineering, Inc. – Civil Engineering  
Sears Design Group, PA – Landscape Architecture  
Interior Design – To Be Determined

§ 1.1.4 Other important initial information is:

N/A

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

N/A

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

## ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

### § 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

### § 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in

Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

**§ 1.2.3.3** The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

**§ 1.2.3.4** The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

**§ 1.2.3.5** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 1.2.3.6** The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

**§ 1.2.3.7** The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

## **ARTICLE 1.3 TERMS AND CONDITIONS**

### **§ 1.3.1 COST OF THE WORK**

**§ 1.3.1.1** The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

**§ 1.3.1.2** The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

**§ 1.3.1.3** The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

### **§ 1.3.2 INSTRUMENTS OF SERVICE**

**§ 1.3.2.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

**§ 1.3.2.2** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing

license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

**§ 1.3.2.3** Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 1.3.2.4** Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

### **§ 1.3.3 CHANGE IN SERVICES**

**§ 1.3.3.1** Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

**§ 1.3.3.2** If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1.

### **§ 1.3.4 MEDIATION**

**§ 1.3.4.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed

in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

**§ 1.3.4.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**§ 1.3.4.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

*(Paragraphs deleted)*

### **§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

### **§ 1.3.7 MISCELLANEOUS PROVISIONS**

**§ 1.3.7.1** This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.

**§ 1.3.7.2** Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

**§ 1.3.7.3** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

**§ 1.3.7.4** To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 1.3.7.5** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**§ 1.3.7.6** Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

**§ 1.3.7.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

**§ 1.3.7.8** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 1.3.7.9** The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

### **§ 1.3.8 TERMINATION OR SUSPENSION**

**§ 1.3.8.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 1.3.8.2** If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 1.3.8.3** If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 1.3.8.4** This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 1.3.8.5** This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 1.3.8.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

**§ 1.3.8.7** Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

### **§ 1.3.9 PAYMENTS TO THE ARCHITECT**

**§ 1.3.9.1** Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

**§ 1.3.9.2** Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .3 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .4 renderings, models and mock-ups requested by the Owner;
- .5 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .6 reimbursable expenses as designated in Section 1.5.5;
- .7 other similar direct Project-related expenditures.

**§ 1.3.9.3** Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

**§ 1.3.9.4** Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

**ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS**

**§ 1.4.1** Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

**§ 1.4.1.1** Standard Form of Agreement between Owner and Architect, AIA Document B141-1997.

**§ 1.4.1.2** Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

*(List other documents, if any, delineating Architect's scope of services.)*

N/A

Scope of Services dated 12-19-05 Attached as Appendix "A"

**§ 1.4.1.3** Other documents as follows:

*(List other documents, if any, forming part of the Agreement.)*

See 'Scope of Work' dated 12-19-05 which is Attachment "A" to this Agreement

**§ 1.4.2** Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:None

**ARTICLE 1.5 COMPENSATION**

**§ 1.5.1** For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Fee for Scope of Work (A):

Lump sum fee of \$368,000.00 (Three hundred sixty eight thousand dollars)

OR



Fee for Scope of Work (B):  
Lump sum fee of \$412,000.00 (Four hundred fourteen thousand dollars)

Fees are to be billed monthly in accordance with the approved progress of the work.

• Schematic Design Phase	(15%)	\$ 55,200.00	(15%)	\$ 61,800.00
• Design Development Phase	(20%)	\$ 73,600.00	(20%)	\$ 82,400.00
• Construction Document Phase	(40%)	\$147,200.00	(40%)	\$164,800.00
• Bidding Phase	(5%)	\$ 18,400.00	(5%)	\$ 20,600.00
• Construction Phase	(20%)	\$ 73,600.00	(20%)	\$ 82,400.00
Total of Scope "A"		(100%) \$ 368,000.00	Scope "B"	(100%) \$ 412,000.00

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

*(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)*

Hourly Rates:

1. Principal Architect or Engineer	\$ 120.00
2. Senior Technical Staff	\$ 85.00
3. CAD Technician	\$ 45.00
4. Office Administrative	\$ 37.00

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one and two tenths ( 1.2 ) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one ( 1 ) times the expenses incurred by the Architect, and the Architect's employees and consultants. § 1.5.5 Other Reimbursable Expenses, if any, are as follows:

None

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of five thousand dollars ( \$ 5,000.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable thirty ( 30 ) days from the date of the Architect's invoice. Amounts unpaid thirty one ( 31 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of interest agreed upon.)*

18% Per annum

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and*

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User Notes:


(3169149724)

elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers. )

§ 1.5.9 If the services covered by this Agreement have not been completed within twenty four ( 24 ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

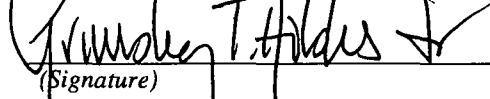
This Agreement entered into as of the day and year first written above.

OWNER




(Signature)  
County of Chatham, North Carolina  
Bunkey Morgan, Chairman  
Chatham County Board of Commissioners  
(Printed name and title)

ARCHITECT



(Signature)  
Grimsley T. Hobbs, Jr., A.I.A., President  
Hobbs Architects, P.A.  
(Printed name and title)


Attest:



Sandra B. Sublett  
Clerk to the Board, Chatham County Commissioners

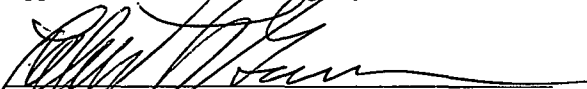
Pre-Audit Certification:

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

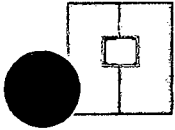


Vicki McDonnell  
Chatham County Finance Officer

Approved as to Form and Legality:



Bob Gunn, Chatham County Attorney



## Hobbs Architects, P.A.

480 Hillsboro Street, Suite 400 -- Chatham Mills P.O. Box 1457  
Pittsboro, North Carolina 27312

919-545-2004 voice  
919-545-9002 fax

**ATTACHMENT "A" - THIS DOCUMENT IS ATTACHED TO THE DESIGN AGREEMENT  
BETWEEN THE COUNTY OF CHATHAM AND HOBBS ARCHITECTS, P.A.  
DATED DECEMBER 19, 2005**

**I. SCOPE OF WORK: (Revised) 12-19-05**

**'A' - Based on original scope of work for the Dunlap Building**

1. The Work includes an addition to the DSS Building and renovations to five (5) existing buildings owned by Chatham County as follows:

a. Addition to the DSS Building (approximately 18,000 SF).

b. Renovations:

- Renovations to approx. 5,000 SF of the existing DSS Building
- Renovations to approx. 2,370 SF of the Dunlap Building
- Renovations to approx. 1,000 SF of the Law Enforcement Center
- Renovations to the Health Dept. in Siler City, N.C.
- Renovations to the Soil and Water Office

2. For the purposes of this proposal, the preliminary construction budget for all projects is established at a total of \$3,376,802.00. The total of new construction costs for the DSS project is estimated to be approximately \$2,600,000.00, and renovations to approximately 5,000 SF of the existing DSS building are estimated to be approximately \$405,240.00. The total of the remaining renovation budgets for the four remaining buildings is estimated to be \$371,562.00. The four renovation projects are proposed to be one bid package and the entire work at the DSS Building is proposed as a second bid package.

3. Proposed Scope of Work in "A" above includes services required to complete Architectural, Structural Engineering, Plumbing-Mechanical-Electrical Engineering, Civil Engineering, Landscape Architecture, and Interior Design.

**'B' - Based on increased scope of work for the Dunlap Building**

1. The Work includes an addition to the DSS Building and renovations to five (5) existing buildings owned by Chatham County as follows:

a. Addition to the DSS Building (approximately 18,000 SF).

b. Renovations:

- Renovations to approx. 5,000 SF of the existing DSS Building
- Renovations to approx. 6,750 SF of the Dunlap Building
- Renovations to approx. 1,000 SF of the Law Enforcement Center

- Renovations to the Health Dept. in Siler City, N.C.
- Renovations to the Soil and Water Office

2. For the purposes of this proposal, the preliminary construction budget for all projects is established at a total of \$3,701,674.00. The total of new construction costs for the DSS project is estimated to be approximately \$2,600,000.00, and renovations to approximately 5,000 SF of the existing DSS building are estimated to be approximately \$405,240.00. The total of the renovation budgets for the four remaining buildings is estimated to be \$696,434.00. This scope includes 6,700 sq/ft of renovations to the Dunlap Building, which raises the initial budget estimate of \$177,628.00 to \$502,500.00 - an increase of \$324,872.00. The four renovation projects are proposed to be one bid package and the entire work at the DSS Building is proposed as a second bid package.

3. Proposed Scope of Work in "B" includes services required to complete Architectural, Structural Engineering, Plumbing-Mechanical-Electrical Engineering, Civil Engineering, Landscape Architecture, and Interior Design.

'C' - Scope of work to be provided by Owner:

1. Measured survey of site showing property limits, existing structures and improvements, Building setbacks, easements, grades including contours and spot elevations, significant trees, shrubs, utilities, etc.
2. Soil borings and associated geo-technical work. \*
3. Compaction and concrete testing during construction. \*
4. Fees required by state and local governments for submission, review, and/or permitting
5. Cost of printing of bid documents and distribution to bidders.
6. The investigation and abatement of hazardous material that affects the work of this project.

\* Hobbs Architects, P.A. will provide Chatham County assistance in securing RFQ's and the selection of firms for these services.

## II. PROFESSIONAL SERVICES PER PHASE

Schematic Design Phase to include the following services:

- 1.1. Develop the proposed building programs with the Owner for each building project
- 1.2. Review all building programs and revise with Owner
- 1.3. Prepare site concept drawings of two possible locations for the DSS Addition
- 1.4. Sketch and prepare floor plans based on the established programs for each project. Develop the preferred site layout for the DSS addition
- 1.5. Review plumbing, electrical, and heating & air conditioning concepts with Owner
- 1.6. Revise floor plan designs for each project and provide exterior building elevations of the major DSS facades
- 1.7. Review floor plan designs and exterior elevations with Owner for final schematic drawings

- 1.8. Receive approval from Owner on the Schematic Design Phase

**Design Development Phase to include the following:**

- 2.1 Coordinate DSS Building footprint with entrances, walks, utilities, grading, walkways and landscaping
- 2.2 Prepare floor plans to indicate door and room finish information
- 2.3 Prepare exterior elevations and preliminary building cross sections
- 2.4 Prepare typical wall sections indicating proposed construction materials
- 2.5 Provide general plumbing, mechanical and electrical information. Indicate types, sizes and locations of major equipment or devices
- 2.6 Review information with Owner to finalize Design Development Phase
- 2.7 Receive approval from Owner on the Design Development Phase

**Construction Document Phase to include the following:**

- 3.1 Based on approval of the Design Development Phase, proceed with the drawings and specifications (Construction Documents) as required for bidding the projects and receiving approval for a building permit. Two separate Bid Document packages will be developed to allow the DSS Building to be bid separately from the four renovation projects. Bid Documents will be prepared for two separate bids (1. DSS and 2. The four other renovation projects together)
  - 3.1.1 Title/Code Sheet: Indicating building code information required by the local inspections department
  - 3.1.2 Structural Drawings to include foundation, wall, & roof framing plans and associated details
  - 3.1.3 Floor Plans with pertinent information including dimensions & notes
  - 3.1.4 Drawings with exterior elevations and building sections
  - 3.1.5 Drawings with wall sections indicating proposed construction details, materials, and building height
  - 3.1.6 Drawing with Reflected Ceiling Plans indicating ceiling layout plans coordinated with lights and HVAC equipment
  - 3.1.7 Drawings with Finish and Door Schedules
  - 3.1.8 Drawings with miscellaneous architectural details and notes
  - 3.1.9 Plumbing Engineering Drawings indicating plumbing fixture design layout, plumbing fixture schedules, details, notes, and associated information
  - 3.1.10 Heating, ventilation & air conditioning (Mechanical) engineering drawings indicating equipment & duct layout, duct sizes, equipment schedules, details, notes and associated information
  - 3.1.11 Electrical engineering drawings indicating electrical equipment, layout, equipment & fixture schedules, details, notes, and associated information
- 3.2 Assemble Specifications for inclusion into the Bid Document package as follows:
  - 3.2.1 Architectural, Civil, Structural, Plumbing, Mechanical, Electrical Engineering, and Landscape Architecture Specifications

- 3.3 Assist the Owner in printing Bid Documents and in the public bidding of the project
- 3.4 The projects will be bid as Single Prime Contracts

#### Bidding Phase:

- 4.1 Distribute Bid Document packages to interested bidders
- 4.2 Conduct Pre-Bid Conference at sites with General Contractors to review Scope of Work
- 4.3 Respond via Addenda to questions by General Contractors during Bidding Phase
- 4.4 Receive, analyze, and make recommendations on bids to the Owner
- 4.5 Execute construction contract between Owner and Contractors

#### Construction Phase

- 5.1 Conduct Pre Construction and Monthly Construction Meetings. Provide written report of meetings to Owner and General Contractor
- 5.2 Provide the services of an interior designer to assist Owner in selection of colors and finishes at the DSS Building
- 5.3 Review material and equipment submittals
- 5.4 Visit site as appropriate (weekly average) to observe construction in progress. Provide written reports of site visits and other significant correspondence related to the work. Distribute copies to Owner and General Contractor. Construction meetings requiring attendance of the Consultants for both projects will be held on the same day for the efficiency of time.
- 5.5 Respond to questions by the General Contractor and Owner
- 5.6 Review and forward approved Contractor's pay requests to Owner for payment
- 5.7 Conduct Pre Final and Final Inspections
- 5.8 Close project out

III. PAYMENT SCHEDULE FOR ARCHITECTURAL & ENGINEERING SERVICES FOR PROPOSALS  
'A' & 'B':

Fees are to be billed on a monthly basis in accordance with the progress of the work but are not to exceed the Lump Sum Fee for each Phase:

	'A'	'B'
1. Schematic Design Phase	(15%) \$ 55,200.00	(15%) \$ 61,800.00
2. Design Development Phase	(20%) \$ 73,600.00	(20%) \$ 82,400.00
3. Construction Document Phase	(40%) \$147,200.00	(40%) \$164,800.00
4. Bidding Phase	(5%) \$ 18,400.00	(5%) \$ 20,600.00
5. Construction Phase	(20%) \$ 73,600.00	(20%) \$ 82,400.00
TOTAL	(100%) \$368,000.00	OR (100%) \$412,000.00

# AIA<sup>®</sup> Document B141<sup>™</sup> – 1997 Part 2

## **Standard Form of Architect's Services:** *Design and Contract Administration*

### TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
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- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.



§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK**

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

§ 2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Section 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

**ARTICLE 2.2 SUPPORTING SERVICES**

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

§ 2.2.1.1 The Architect shall consult with the Owner's appointed committees to establish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage;

rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 2.2.1.3** The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

#### **ARTICLE 2.3 EVALUATION AND PLANNING SERVICES**

**§ 2.3.1** The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

**§ 2.3.2** The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

**§ 2.3.3** The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

#### **ARTICLE 2.4 DESIGN SERVICES**

**§ 2.4.1** The Architect's design services shall include normal structural, mechanical and electrical engineering services.

#### **§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS**

**§ 2.4.2.1** The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

#### **§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS**

**§ 2.4.3.1** The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

#### **§ 2.4.4 CONSTRUCTION DOCUMENTS**

**§ 2.4.4.1** The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

**§ 2.4.4.2** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The

Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

## **ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES**

**§ 2.5.1** The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

**§ 2.5.2** The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

**§ 2.5.3** The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

### **§ 2.5.4 COMPETITIVE BIDDING**

**§ 2.5.4.1** Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

**§ 2.5.4.2** If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

**§ 2.5.4.3** If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

**§ 2.5.4.4** The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 2.5.4.5** The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

**§ 2.5.4.6** The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

**§ 2.5.4.7** The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

*(Paragraphs deleted)*

## **ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES**

### **§ 2.6.1 GENERAL ADMINISTRATION**

**§ 2.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

**§ 2.6.1.2** The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

**§ 2.6.1.3** The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

**§ 2.6.1.4** Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

**§ 2.6.1.5** The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

**§ 2.6.1.6** If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

**§ 2.6.1.7** The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 2.6.1.8** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

**§ 2.6.1.9** The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

## **§ 2.6.2 EVALUATIONS OF THE WORK**

**§ 2.6.2.1** The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 2.6.2.2** The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

**§ 2.6.2.3** The Architect shall at all times have access to the Work wherever it is in preparation or progress.

**§ 2.6.2.4** Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

**§ 2.6.2.5** The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is

fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

### **§ 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR**

**§ 2.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 2.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 2.6.3.3** The Architect shall maintain a record of the Contractor's Applications for Payment.

### **§ 2.6.4 SUBMITTALS**

**§ 2.6.4.1** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 2.6.4.2** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 2.6.4.3** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

### **§ 2.6.5 CHANGES IN THE WORK**

**§ 2.6.5.1** The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2.

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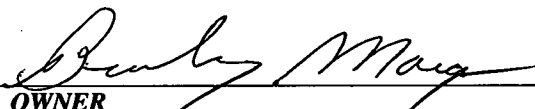
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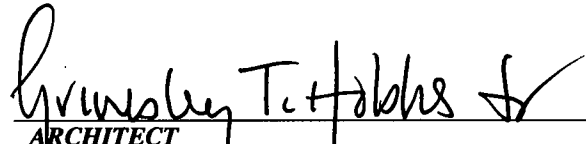
**ARTICLE 2.9 MODIFICATIONS**

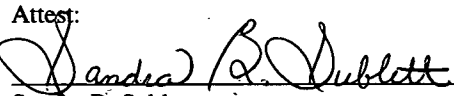
§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date:

This Agreement entered into as of the day and year first written above.

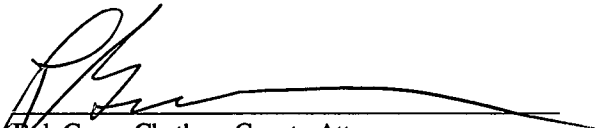
  
\_\_\_\_\_  
**OWNER**  
(Signature)  
County of Chatham, North Carolina  
Bunkey Morgan, Chairman  
Chatham County Board of Commissioners  
\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
**ARCHITECT**  
(Signature)  
Grimsley T. Hobbs, Jr., A.I.A., President  
Hobbs Architects, P.A.  
\_\_\_\_\_  
(Printed name and title)

Attest:  
  
\_\_\_\_\_  
Sandra B. Sublett  
Clerk to the Board, Chatham County Commissioners

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

  
\_\_\_\_\_  
Vicki McDonnell,  
Chatham County Finance Officer

Approved as to Form and Legality:  
  
\_\_\_\_\_  
Bob Gunn, Chatham County Attorney

**MINUTES**  
**CHATHAM COUNTY BOARD OF COMMISSIONERS**  
**WORK SESSION**  
**NOVEMBER 07, 2005**

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The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Building Auditorium, 45 South Street, located in Pittsboro, North Carolina, at 11:00 AM on November 07, 2005.

Present: Chairman Bunkey Morgan; Vice Chair, Tommy Emerson; Commissioners Patrick Barnes, Mike Cross, and Carl Outz; County Manager, Charlie Horne; County Attorney, Robert L. Gunn; Assistant County Manager, Renee Dickson; Finance Officer, Vicki McConnell; and Clerk to the Board, Sandra B. Sublett

The meeting was called to order by the Chairman at 11:08 AM.

**Work Session**

1. **Ag Advisory Presentation**
2. **CAD Presentation**
3. **Capital Financing**
4. **Water System Update**
5. **American Moulding Update**

The County Manager reviewed the work session agenda.

**IMPACT FEES**

Jenny Williams, Central Permitting Director, gave an update on the Impact Fees. She stated that in response to tracking manufactured homes by their serial number for the purpose of paying the Educational Impact Fee, she had contacted Kim Horton, Tax Administrator, and was informed that currently there are 3,897 manufactured homes assessed taxes in Chatham County; that in order to establish the serial number on each of these homes, additional staff would have to be hired; that Orange County was also contacted concerning this matter since they currently charge the school impact fee and was presented with the same scenario that Chatham County now faces; that Orange County's response was that the homeowner would be charged an impact fee if they moved the manufactured home and a new dwelling site was established; that she had met with the Finance Officer, and considered the option of having the septic system at the previous location abandoned; that Holly Coleman, Environmental Health Director, had concerns with this solution because this may not leave a location for a replacement system in the future; that in reference to a memo from Paul Messick, Attorney, in September, 2005 he states "The exemption of some developments must be supported by a logical, rational basis so that the remaining new developments' required payments are fair and reasonable portions of the need generated by them."; and that based on this information, they were unable to reach a simple workable solution to exempt payment.

Ms. Williams agreed to look into obtaining a signed affidavit from the manufactured homeowner stating that the same manufactured home and owner would not pay if proof could be provided that the manufactured home was grandfathered or that the manufactured home had previously paid the impact fee.

This issue is to return to the Board at a later date.

### **AMERICAN TOBACCO TRAIL UPDATE**

Keith Megginson, Planning Director, stated that the American Tobacco Trail was discussed at the Technical Advisory Committee meeting of the Metropolitan Planning Organization (MPO); that the money that was given by Congressman Price for the completion of the American Tobacco Trail; that the segments that need completing are in Durham and Chatham Counties; that the officials discussing this issue referred it to Jason Sullivan's group to look at the money; that at the last Technical Advisory Committee meeting, there was a motion made that Durham County receive all of the money; that it was then sent to another committee for consideration; that there are no firm completion numbers on the trail whether in Durham or Chatham Counties or the two combined; that at the next Technical Advisory Committee meeting their agenda will have a status report; that they are bringing it to the Board at this time as they never know what the MPO is going to do; that one reason Durham is anxious to proceed is that they have to have a bridge built across Interstate #40 at considerable cost; that while Chatham County would like it to be deferred, they have gotten some figures from Tom Norton as to what a bicycle route would cost; that they do not know if it will include some unique aspects of the Chatham County trail; that a contract was signed between the Commissioners, the Wildlife Resource Commission, and the State for the portion of the trail along the Corps of Engineers' property; that some of those aspects are signage for hunters to know the trail boundaries, signage for bicycle, walkers, or horse users will know where the trail is located and that there is nearby hunters; that there is also a fencing requirement of the trail; that there is a little over a mile on the Chatham County side that must be fenced; that Durham does not have these aspects; that Wake County will also be giving the County some money; that the trail in Chatham County is not yet open but is being used; that Wake County chose not to pave their portion of the trail; that Wake County has three full-time staff members and three part-time staff members devoted to the American Tobacco Trail; and that they hope that the TAC will allow the TCC to continue their work getting the figures together and then get back with them for a recommendation.

Chairman Morgan urged the Planning Director to convey to Durham County that Chatham County wants its share of the money.

Commissioner Cross stated that he had informed the committee that if they took the money from Chatham County, the County does not have money in the budget to complete it and that there might not be a Chatham County section if the funds were used elsewhere.

### **AG ADVISORY PRESENTATION**

Charlie Bolton, Agriculture Advisory Committee Chairman, stated that the Chatham County Agriculture Advisory Committee has received several complaints from farmers concerning misunderstandings about how equipment and supplies are to be listed on property tax forms; that recent audits by the Tax Office have led to discoveries of underpaid taxes in some cases; that most of these farmers are willing to pay the back taxes but are greatly concerned about the interest and penalty of ten (10%) percent per year going back five years; that many feel this is too great a penalty considering the differences in opinion on the listing requirements among accountants and other tax professionals; that the Chatham County Agriculture Advisory Committee voted unanimously on October 11, 2005 to request that the Board of Commissioners cancel or refund the penalty and interest on incorrectly listed business property and supplies for the 2004-2005 tax years; that according to figures supplied by the Tax Office, this would amount to \$17,900 for farm businesses and \$150,300 for non-farm businesses; and that they understand that Chatham County finances are tight, but that they believe this would be a good incentive to keep the existing businesses healthy.

Commissioner Cross moved to give penalty and interest relief for farm and non-farm businesses. Commissioner Outz seconded the motion.

Kim Horton, Chatham County Tax Administrator, stated that for the discoveries, outside help has to be hired; that this is at a cost to the County; that it is unfair to the taxpayers who list in a timely manner and pay on time that the County takes general dollars and pay to encourage people to list properly; that when the discoveries are made, there is a lot of additional cost and time involved in getting property that should have been listed in the beginning listed and evaluated correctly. Ms. Horton stated that a workshop was held in 1997 to teach the farmers how to properly list their farm equipment



The County Attorney strongly encouraged the Board to consider carefully before they waived penalties and interest so as not to set a precedent. He stated that the County had a case pending before the State Property Tax Commission; that the Board must treat everyone the same; that he is in sympathy with the farmer, but that he doesn't think that they can be treated differently than other citizens without running afoul of the Constitution. He advised the Board "not to go there".

Chairman Morgan moved to table the motion.

Commissioner Outz stated that he would like to see a brochure on taxes; that he thinks it needs to be clarified; that he doesn't understand why the Tax Office has to start with the initial cost of an old piece of farm equipment; that he felt that the Board should be more business friendly; that the County is trying to recruit industry; and then there is a "fuss" all the time because the ones that are already here are not paying their share of the taxes; that he sees the same thing in the poultry industry; that he doesn't think they appreciate and recognize enough the business and industry that are already in the County.

Commissioner Barnes stated that if the Board was going to forgive penalties for the farmers that they should forgive penalties for non-farmers to be fair.

The Tax Administrator explained that the Chatham County Tax Office is offering work shops and individual training so that these issues can be clarified; that they are meeting jointly with Lee County and offering a workshop on listing business equipment; that they also have a local meeting scheduled in the next few weeks to discuss issues of concern.

Commissioner Emerson stated that his sympathy lies with the farmers; that when they took their jobs as Commissioners, they swore to uphold the laws of the Constitution of the State of North Carolina; that they want to help the farmers, but that they do not wish to break the law; that he doesn't want the County to be subject to litigation; that it would be difficult for him to vote for something that the County Attorney recommended against.

Commissioner Emerson seconded the Chairman's motion to table the matter.

The Chairman asked for a breakdown of the \$150,000 for non-farm businesses.

Commissioner Cross withdrew his motion to give penalty and interest relief for farm and non-farm businesses based on the recommendation of the County Attorney.

Commissioner Outz withdrew his second to the motion.

The motion to table carried five (5) to zero (0).

### **LUNCH BREAK**

The Chairman called for a lunch break at 12:10 PM and stated that the meeting would be reconvened at 12:55 PM.

The Chairman reconvened the meeting at 12:57 PM.

### **CAPITAL IMPROVEMENT PROGRAM**

The County Manager explained that a lot of work had gone into the financial planning of the Capital Improvement Program; that a number of hours had gone into its preparation; and that he feels like it is a good plan.

Doug Carter, the financial planner hired to help the County fund its capital program, reviewed the qualifications in performing the newly prepared Capital Improvements Program.

He commended the Board of Commissioners for placing the County in the position to fund the debt without future tax increases for the recommended eleven capital projects stating that the plan would be possible, in part, by a four-cent tax increase placed in reserve combined with school impact fees. He stated that the County should receive the most

favorable debt terms because of its very high credit as evidenced by its "AA-" bond rating from Standard and Poor and its "A1" rating from Moody's Investor Service. He stated that he did not know of any other jurisdiction that is able to achieve this kind of program with regard to the financial plan to fund facilities.

The plan will allow the County to borrow \$133 million for capital projects, including three new schools, community college buildings, a new library, and several other County facilities. He stated that the plan is made possible, in part, by a four-cent tax increase in the FY 2005-06 budget (placed in reserve) combined with school impact fees; that the impact fees are worth approximately 4.5-5 cents on the property tax rate; that without these revenue sources and the capacity created by paying off existing debt, the County could face a large tax increase in future years; that as it is, current sources should cover the debt; that it is significant to do a program this big for four cents; that the County should receive the most favorable debt terms because of its very high quality credit; that in preliminary discussions with the Local Government Commission, the state agency that oversees local governments' borrowing, the County originally had been told that the maximum amount it could borrow was approximately seventy million dollars; and that with his expertise and work with County staff increased the debt capacity by approximately \$63 million, allowing the County to include the new northeast high school in the capital program.

Other capital projects will be funded by certificates of participation (COPs) and include: A new elementary school in Siler City, a new middle school in northeast Chatham County; a new, larger cafeteria for Jordan Matthews High School, renovations to Horton Middle School, enhanced public facilities (i.e. water and sewer for the County's business park in Siler City), a new community college job training center in Siler City (to be located within the County's Business Park), a new building for the Pittsboro Campus of Central Carolina Community College (CCCC), an expansion of the social services building, a new judicial facility, a joint Central Carolina Community College/County library.

Chairman Morgan moved, seconded by Commissioner Cross, to proceed with the Capital Improvement Program as discussed.

The County Manager asked if the motion included the plan as a General Obligation (GO) Bond for \$44 million. The Board agreed.

The motion carried four (4) to one (1) with Commissioner Outz opposing. A copy of the Capital Improvement Program is attached hereto and by reference made a part hereof.

#### **AMERICAN MOULDING UPDATE**

Fred Hobbs, with Hobbs, Upchurch & Associates, stated that as the Board of Commissioners is aware, American Moulding has filed Chapter 11 proceedings; that he is in attendance to report to the Board what that means in terms of the grant and what the Board's options are with regard to proceeding with the grant; that tentative approval had been received on a \$750,000.00 grant from the Department of Commerce; that this was predicated on seventy-five jobs which included \$10,000.00 per job; that the total project cost to extend sewer from the City of Sanford to Goldston was over a million dollars; that at the time of their Chapter 11 filing, the State said that they could not proceed with the CDBG grant; that had subsequently returned and said that they could under a certain set of conditions; that the conditions include: 1) The Board of Commissioners hold a public hearing on a date to be chosen by them which requires at least a ten day public notice; 2) That at that public hearing and in the advertisement for the public hearing, that a statement be made "that to the extent that American Moulding does not create the jobs for which grant money is received, that the Board of Commissioners would reimburse the State for those jobs that are not created; 3) That the terms of the grant would be: The State would give the County the grant if, in the best case scenario, that American Moulding must create the jobs and maintain those jobs for at least a year with the worst case scenario that they must create and maintain those jobs for two years; that the differences in those timelines are currently being negotiated with the State; that the good news is that the State has agreed to allow the County to return to the original commitment of the project and to count jobs that were created from that point; that they may have created all seventy-five of those jobs prior to their filing; that it is probably that they are at or near their job creation level at this time; and that the issue for the Board becomes the stability and reliability of American Moulding going forward.

Chairman Morgan stated that Tony Tucker, Economic Development Director, appealed to the Department of Commerce but did not get very far. However, when he called Representative Joe Hackney who intervened and made some telephone calls, they returned with the good news for which the County is appreciative.

The County Attorney stated that he was able to get the American Moulding filing with the bankruptcy court with the Eastern District of California; that most of the detailed financials had not been filed; that they listed their major creditors and said that generally their assets were somewhere between ten and fifty million dollars; and that their liabilities were somewhere between ten and fifty million dollars; that from that, they cannot conclude that the assets equal the liabilities; and that there was a hearing on the previous Friday of which he has been unable to get the results.

Commissioner Emerson moved, seconded by Commissioner Barnes, to proceed with the public hearing as required by the State and notify taxpayers and place the public hearing on November 21, 2005 Board of Commissioners' meeting. The motion carried five (5) to zero (0).

Mr. Hobbs asked for guidance as to whether the Board desires them to hold in abeyance or whether they need to start back.

Chairman Morgan stated that they were permitted for thirty-nine employees; that he would not doubt that there was more there today; that the only way in which they are going to get permitted from environmental or the State is for Mr. Hobbs to continue and get the DENR and get the permits.

By consensus, the Board agreed for Hobbs, Upchurch & Associates to continue.

**64 West Line:**

Mr. Hobbs stated that the cost of the line extending westward US Highway #64 to Siler City was approximately \$1,600,000.00; that the question was how quickly they could get to it; that they are starting construction on the Pea Ridge Road line this week; that it will take eight to ten months to complete; that from that point of delivery on Highway #15-501 they will go up Mt. View Church Road to the intersection of Alex Cockman Road and Highway #902 and then from there to Highway #64 and then the part along Highway #64 is \$1,600,000.00; that there are lines to connect to that; that there tanks and booster pump stations; that construction can begin as soon as the construction is nearing completion on Pea Ridge Road.

Chairman Morgan stated that he would like to see the timing pushed ahead for being able to get the Highway #64 project carried through.

**Business Industrial Park:**

Mr. Hobbs stated that the Corps of Engineers came out and concurred with the wetlands delineation, slightly reducing it in two areas, adjacent to the hospital site; that this will help that line; that there was an issue with regard to the use of bottomless culverts to avoid wetland impact; that the Department of Transportation, at certain levels, did not like it; that they met with the division engineer; that they have agreed with the use of the bottomless culverts; that it appears that the project will be built with zero wetland impact with significant environmental stewardship of the land; and that it is something that will save in time and possibly money.

He stated that the Department of Transportation has completed a traffic study and that it warrants a traffic signal on Highway #64.

**Future Summit:**

The County Manager asked that Board members bring their calendars to the next Board of Commissioners' meeting in order to plan for the future Board summit.

**Pea Ridge Road Groundbreaking:**

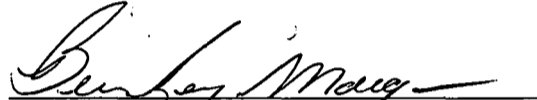
The County Manager explained that groundbreaking on Pea Ridge Road will probably come within the next week and a half stating that the date will be confirmed.

**3 M Project:**


The County Manager stated that he would speak more about the 3M project at the November 21, 2005 Board of Commissioners' meeting; that it has come in over budget in spite of the second bid; that it will be discussed in greater detail at the next meeting.

**ADJOURNMENT**

Commissioner Emerson moved, seconded by Commissioner Cross, to adjourn the meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 2:04 PM.

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners

# County of Chatham, NC



## Capital Improvement Program

County Commissioners Meeting  
November 7, 2005

# *Table of Contents*

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⊕ Capital Projects Summaries

⊕ Financial Plan

⊕ Financial Model

⊕ Calendar

## *Capital Improvement Projects - General Government*

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Industrial Park \$6,700,000

Pittsboro CCCC Campus Addition/  
Pittsboro Library \$8,140,000

Siler City CCCC Campus \$2,600,000

Judicial Facility \$7,500,000

Social Services \$4,300,000

Other - TBD \$15,160,000

Total: \$44,400,000

## *Capital Improvement Projects - Schools*

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Siler City Elementary \$17,130,000

Northwest Middle \$18,540,000

New High School \$43,870,000

School Additions \$8,300,000

Total: \$87,840,000



## *Capital Projects Expenditure Schedule*

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<u>Project</u>	<u>Starting in</u>	<u>Ending in</u>
Industrial Park	January 2006	June 2007
Pittsboro Lib./Comm. Coll.	April 2006	March 2008
Comm. Coll./Siler City	April 2006	March 2008
Judicial Facility	January 2008	December 2009
Social Services	January 2006	December 2007
Other - TBD	July 2008	June 2011
Siler City Elementary	July 2006	June 2009
Northwest Middle	January 2008	December 2010
New High School	January 2009	December 2011
School Additions	July 2006	June 2009

## *Assumptions for the Financial Plan*

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- ⊕ COPs and GO for High School Issued on a Cash Flow Need Basis Not When Contracts Are Issued (lowers significantly the impact on taxes)
- ⊕ Operating Cost Impact Estimated for Schools
- ⊕ Tax Rate Assumption - 2006 One Cent Approximately \$588,000 - 2.5% Annual Growth
- ⊕ Impact Fees to be Dedicated for Capital Program - \$4,000,000 available in 2005

## *Assumptions for the Financial Plan (cont.)*

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- ⊕ Current Appropriations for Debt Payments will continue to Provide New COPs Capacity
- ⊕ Structure Future Issuance of COPs and GO to Minimize Impact on Tax Rate – Structure to Meet 4¢ Increase in 2005
- ⊕ Maintain a Dedicated Capital Fund as a Means to Achieve the Capital Program with the Current 4¢ Tax
- ⊕ Work with Local Government Commission to Create Most Cost Efficient Structure

## *Assumptions for the Financial Plan (cont.)*

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### ⊕ COPs Structures

- ⊕ Thirty Year Pay Back - Defer Principal Two Years - Twenty-Eight Year Level Principal Amortization (creates higher early years d/s, policy of LGC)
- ⊕ No Capitalized Interest or Reserve Anticipated

### ⊕ GO Structure

- ⊕ Twenty-Five Year Pay Back - Defer Principal for Two Years - Twenty-Three Year Level Principal Amortization
- ⊕ No Capitalized Interest

## *The Financial Plan and Potential Budget Impact*

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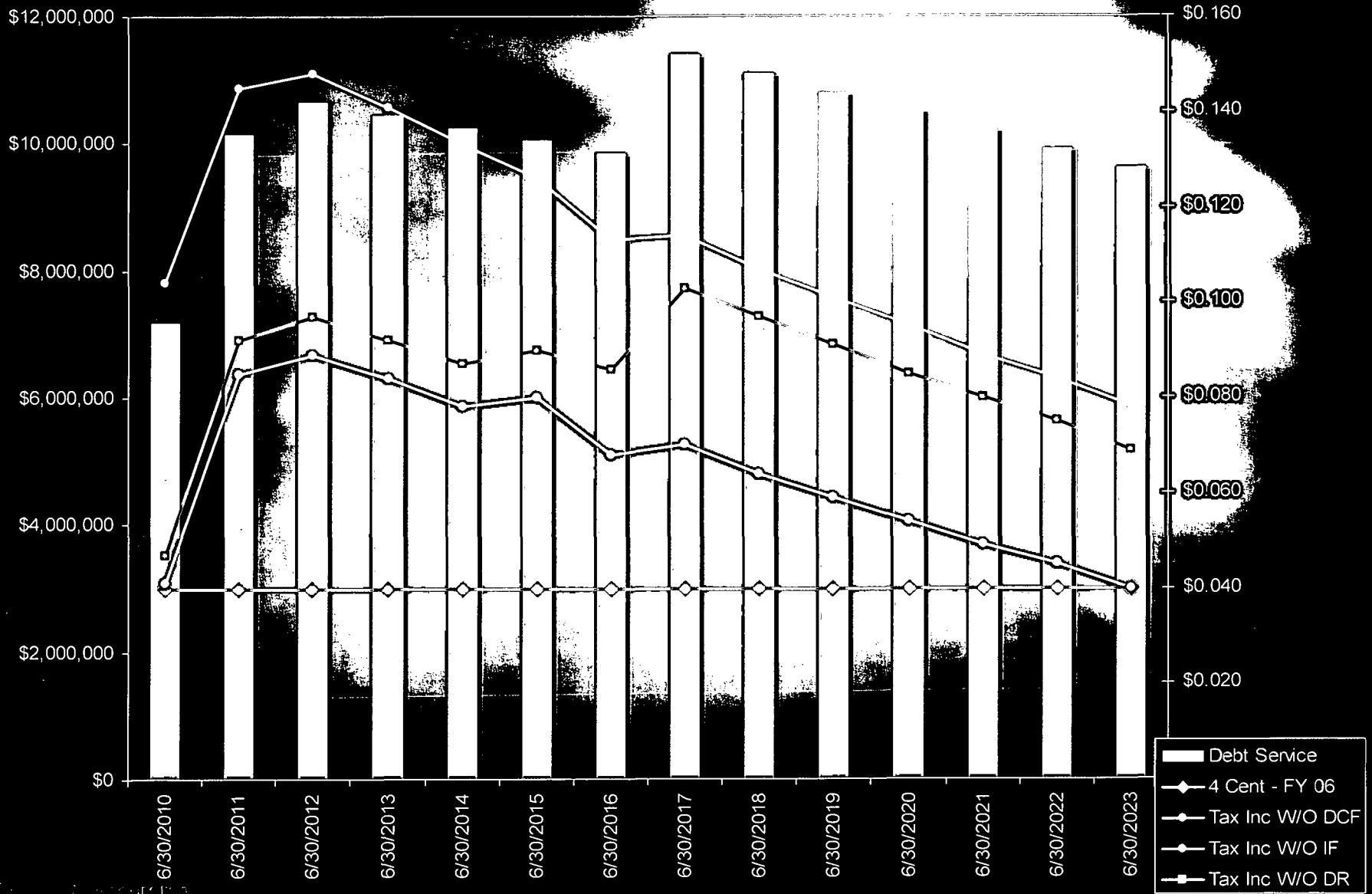
The Following Information Provides Financial Plan and Budget Information:

- ⊕ Table that Follows Outlines the Tax Levy and Capital Financial Schedule
- ⊕ Graph that Follows Demonstrates How Debt Service and Tax Levies Interface
- ⊕ Table that Follows Outlines the Interaction of the Entire Financial Plan

## *Comparison of Project Expenditures*

<u>Fiscal Year</u>	<u>Financing Schedule COPs &amp; GO</u>	<u>Tax Rate Increase</u>
2006	\$40,000,000	\$0.04
2008	\$30,000,000	
2009	\$19,000,000	
2009 (GO)	\$44,000,000	
2010	\$700,000 (School Operating Cost)	\$0.01
2012	\$700,000 (School Operating Cost)	\$0.01
<b>Total:</b>	<b>\$133,000,000</b>	<b>\$0.06</b>

## County of Chatham - Debt Service & Tax Rate Equivalents 10/19/2005



# Outline of Entire Financial Plan

FY Ending	Principal	Interest	Fiscal total	Tax Increase	New Cap. Debt Service	New Cap. Cap. in cents	New Cap. Impact Fees	New Cap. Cap. in cents	4¢ Prop. Tax Ded.	Net Debt Service of Ded Cap fund	Net Tax Incr. w/o Ded Cap Fund	Ded Cap Fund Accum.
6/30/06	\$0	\$0	\$0	\$0.000	\$0	\$0.000	\$2,772,400	\$0.047	\$2,352,000	-\$5,124,400	-\$0.087	\$9,244,400
6/30/07	\$0	\$2,100,000	\$2,100,000	\$0.035	\$95,850	\$0.002	\$3,633,500	\$0.061	\$2,410,800	-\$4,095,150	-\$0.068	\$13,616,882
6/30/08	\$0	\$2,100,000	\$2,100,000	\$0.034	\$200,838	\$0.003	\$4,053,900	\$0.066	\$2,471,072	-\$4,625,860	-\$0.075	\$18,651,248
6/30/09	\$200,000	\$5,985,000	\$6,185,000	\$0.098	\$300,043	\$0.005	\$4,741,200	\$0.075	\$2,532,848	-\$1,389,091	-\$0.022	\$20,599,877
6/30/10	\$200,000	\$6,972,000	\$7,172,000	\$0.111	\$407,081	\$0.006	\$4,109,000	\$0.063	\$2,596,168	\$59,751	\$0.001	\$21,217,873
6/30/11	\$3,180,000	\$6,961,500	\$10,141,500	\$0.152	\$509,118	\$0.008	\$4,007,500	\$0.060	\$2,661,072	\$2,963,810	\$0.045	\$18,890,599
6/30/12	\$3,860,000	\$6,794,550	\$10,654,550	\$0.156	\$555,931	\$0.008	\$4,007,500	\$0.059	\$2,727,600	\$3,363,519	\$0.049	\$16,093,793
6/30/13	\$3,860,000	\$6,591,900	\$10,451,900	\$0.150	\$606,356	\$0.009	\$4,007,500	\$0.057	\$2,795,792	\$3,042,252	\$0.044	\$13,534,360
6/30/14	\$3,860,000	\$6,389,250	\$10,249,250	\$0.143	\$698,856	\$0.010	\$3,935,500	\$0.056	\$2,865,688	\$2,699,206	\$0.038	\$11,241,185
6/30/15	\$3,860,000	\$6,186,600	\$10,046,600	\$0.137	\$789,431	\$0.011	\$3,407,500	\$0.046	\$2,937,332	\$2,912,337	\$0.040	\$8,666,084
6/30/16	\$3,860,000	\$5,983,950	\$9,843,950	\$0.131	\$1,318,271	\$0.018	\$3,407,500	\$0.045	\$3,010,764	\$2,107,415	\$0.028	\$6,818,651
6/30/17	\$5,610,000	\$5,781,300	\$11,391,300	\$0.148	\$2,621,305	\$0.034	\$3,407,500	\$0.044	\$3,086,032	\$2,276,463	\$0.030	\$4,746,743
6/30/18	\$5,610,000	\$5,486,775	\$11,096,775	\$0.140	\$2,621,305	\$0.033	\$3,407,500	\$0.043	\$3,163,184	\$1,904,736	\$0.024	\$2,934,364
6/30/19	\$5,610,000	\$5,192,250	\$10,802,250	\$0.133	\$2,621,305	\$0.032	\$3,407,500	\$0.042	\$3,242,264	\$1,531,181	\$0.019	\$1,542,714
6/30/20	\$5,610,000	\$4,897,725	\$10,507,725	\$0.126	\$2,621,305	\$0.032	\$3,407,500	\$0.041	\$3,323,320	\$1,155,600	\$0.014	\$433,396
6/30/21	\$5,610,000	\$4,603,200	\$10,213,200	\$0.120	\$2,621,305	\$0.031	\$3,407,500	\$0.040	\$3,406,404	\$777,991	\$0.009	-\$331,594
6/30/22	\$5,610,000	\$4,308,675	\$9,918,675	\$0.114	\$2,621,305	\$0.030	\$3,407,500	\$0.039	\$3,491,564	\$398,306	\$0.005	-\$739,847
6/30/23	\$5,610,000	\$4,014,150	\$9,624,150	\$0.108	\$2,621,305	\$0.029	\$3,407,500	\$0.038	\$3,578,852	\$16,493	\$0.000	-\$773,536
6/30/24	\$5,610,000	\$3,719,625	\$9,329,625	\$0.102	\$2,621,305	\$0.029	\$3,407,500	\$0.037	\$3,663,324	-\$367,504	-\$0.004	
6/30/25	\$5,610,000	\$3,425,100	\$9,035,100	\$0.096	\$2,621,305	\$0.028	\$3,407,500	\$0.036	\$3,760,032	-\$753,737	-\$0.003	

\*\*Notes: Additional 0.01¢ in 2010 and 0.01¢ in 2012 for School Operating Costs - Estimated



## *Proposed Calendar*

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October 19	Meet with the Local Government Commission
October 24	County Meeting and Presentation
November 7	Presentation with County Commissioners
Winter/Spring TBD	Rating Agency visits to New York
Spring/Summer 2006	Issuance

**MINUTES**  
**CHATHAM COUNTY BOARD OF COMMISSIONERS**  
**WORK SESSION**  
**NOVEMBER 21, 2005**

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The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Henry H. Dunlap Jr. Building Classroom, located in Pittsboro, North Carolina, at 3:00 PM on November 21, 2005.

Present: Chairman Bunkey Morgan; Vice Chair, Tommy Emerson; Commissioners Patrick Barnes, Mike Cross, and Carl Outz; County Manager, Charlie Horne; County Attorney, Robert L. Gunn; Assistant County Manager, Renee Dickson; Finance Officer, Vicki McConnell; and Clerk to the Board, Sandra B. Sublett

The meeting was called to order by the Chairman at 3:00 PM.

***Work Session Agenda***

1. Water System Presentation
2. Impact Fees/Mobile Homes
3. 3M Options
4. Library Grant
5. Solid Waste Decal Update

The County Manager reviewed the Work Session Agenda.

**BOARD OF ELECTIONS:**

Dawn Stumpf, Elections Director, stated that the Chatham County Board of Elections would like to drop the lease agreement with EMJ from the November 21, 2005 Board of Commissioners' consent agenda. She stated that a potential office site has been located that would better serve the needs of the Elections Office; that she had talked to the builder, Mr. Tom Cochran, and that he had verbally agreed to build office and storage space to suit the needs of the Elections Office and secure storage as well as space for One Stop Voting for \$12 per foot; that he could have the space ready by the end of January, 2006; that she had already spoken to the Finance Officer and Assistant County Manger regarding the issue; that they were in agreement on the change of sites; that filing for County offices begins on February 13, 2006; and that offices would need to be moved before that time.

The Board of Commissioners agreed to remove the lease from their consent agenda and voted to give the County Manager's staff the authority to make decisions on the new lease without coming to the Board for a vote in order to expedite the process.

Chairman Morgan moved, seconded by Commissioner Emerson, to permit staff to negotiate the lease, with the approval of the County Attorney, for rental space for the Board of Elections to provide on-site One Stop Voting, at a cost of \$3,000 per month, to be taken from contingency funds. The motion carried five (5) to zero (0).

**WATER SYSTEM PRESENTATION**

Tim Carpenter, Hobbs, Upchurch & Associates, gave an update of Chatham County Water System projects and options. A copy of his presentation is as follows:

**Group "B" Pea Ridge Road 16" Transmission Main:**

- Funding
  - NCDENR-SRF Low Interest Loan
- Total Project Costs \$7,986,898
- Project Status
  - Contractor Selected – Reynolds, Inc.

- Pre-construction conference held on October 26, 2005
- Contract Execution – in progress
- Start date: November 28th
- Completion Date
  - Contract time is 335 days
  - Constructor expects to complete project in approximately 5-6 months

#### **Group “B” Projects: WTP High Service Pump Station Upgrade**

- Project
  - Expand the existing high service to service the North Chatham water system, as well as the south and westward expansion of the water system
- Funding
  - NCDENR-SRF Low Interest Loan
- Total estimated project cost: \$561,600
- Project Status
  - Plans have been permitted and ready to bid
  - Bid date needs to be coordinated with the construction of the Pea Ridge Road water main and the North Chatham Hydraulic Improvements (Tank and Booster Pump Station)
  - Anticipated project bid date: February 1, 2006

#### **North Chatham Hydraulic Improvements**

- Project
  - To construct a new elevated storage tank, booster station and water main to supply water to the Governor’s Club tank and proposed Manns Chapel Road tank
  - To install control valve stations
- Funding
  - Chatham County/Impact Fees
- Total Project Costs: \$2,429,396
  - Contract 1: Tanks & BPS \$2,113,100 (bid costs)
  - Contract 2 & 3: Water mains & control valve \$316,296 (completed construction costs)
- Project Status
  - Contract 2 & 3: Complete
  - Contract 1: Construction began November 1, 2005
  - Completion date: February 1, 2007 (by contract)

#### **Silk Hope School Water Main Extension – Started September, 2005**

- Project
  - To provide water service to the Silk Hope School
    - Water is being supplied through an interconnect with the Town of Siler City
    - Project was originally bid as one contract, then due to the bid prices the project was divided into two contracts: water main construction & directional bore under Rocky River
    - The directional bore bids were later rejected & NCDOT authorized the permitting of a bridge attachment across the Rocky River.
- Total Project Costs: \$1,135,517
  - Water main construction \$1,035,517
  - Bridge attachment & culvert crossing \$100,000 (estimated)
- Project Status
  - The water main is under construction
  - Bridge attachment is being submitted for review by the NCDOT
- Completion Date: April 2006

#### **Western Transmission Mains**

- Project:

- The westward extension of the Pea Ridge Road 16" Transmission Main to continue the supply of water from the Jordan Lake WTP to the western portions of the county. This project will eliminate bulk water purchase and lay the groundwork for the SW Chatham Water District. The project consists of extending 16" and 12" transmission mains, one booster pump station and one 0.50 MG elevated storage tank.
- Funding: Private placement financing.
- Total Estimated Project Costs: \$11,014,160
- Project Status
  - Design is complete and should bid within about three months.
- Project Schedule:
  - It is necessary to allow the construction of the Pea Ridge Road main to get well underway

#### **Group "B" Projects: Raw Water Pump Station**

- Project
  - Construct new 10.0 MGD raw water pump station on the Town of Cary intake site
- Funding
  - NCDENR-SRF Low Interest Loan
- Total Project Costs \$2,757,500
- Project Status
  - Project design is approximately 75% complete
  - Need to schedule a meeting with the Town of Cary to review preliminary project design
  - Anticipated bid date: April 2006

#### **Chatham County Water Districts**

- Project
  - Southeast Chatham Water District
  - Approximately 23 miles of water main & one elevated storage tank
- Funding
  - USDA-Rural Development (loan funding)
- Total Estimated Project Costs \$3,612,372
- Project Status
  - Funded by USDA in September 2005
  - Preparing final documents for USDA
    - Water purchase contracts
    - Water system, management contract
    - Engineering design contract
- Project Schedule
  - Begin design in January 2006
    - 4 months for design
    - .1 month for permitting
  - Begin construction in summer 2006
  - End construction in March 2007

#### **Chatham County Water District (continued)**

- Project
  - Southwest Chatham Water District
    - Approximately 48 miles of water main, one elevated storage tank and one booster pump station
- Funding
  - USDA-Rural Development (potential loan and grant)
- Total Estimated Project Costs \$6,307,322
- Project Status
  - USDA-RD is putting together funding documents for January to February of 2006
- Project Schedule
  - Letter of conditions anticipated for January to February of 2006

### Jordan Lake 4.0 MGD Water Treatment Plant Upgrade

- Project
  - Expand the capacity of the existing Jordan Lake treatment from 3.0 MGD to 7.0 MGD
- Funding
  - Chatham County Loan/Availability Fees
- Total Estimated Project Costs \$6,758,202
- Project Status
  - Design plans 70% complete
  - Anticipated that the first contract bid shall be the construction of the 2.0 MG clearwell to begin in Spring 2006
  - Permits submitted January 2006
  - Possible construction commencing in late summer 2006 (dependant upon Harnett County option)
  - Major issue to consider is allocation from Jordan Lake

### Southern Supreme Water Main

- Project
  - To provide water service to Southern Supreme in Bear Creek
- Funding
  - NCDOC-CDBG/ED Grant \$240,000; local match \$179,238 (to be eventually purchased by USDA Southwest Water District project)
- Total Estimated Project Cost \$419,238
- Project Status
  - CDBG funding nearing completion
  - Project design complete and submitted for permits
  - Bid date in January, provided that the funding package has been formally approved

### Water District Early Taps

- Project
  - To provide water service taps to residents that live adjacent to existing water mains and reside in the Districts (Southeast and Southwest)
- Funding: \$123,200
  - Customer Tap Fees - \$47,000(approximate and based on \$500 per customer)
  - County Contribution - \$76,200
- Total Estimated Project Cost \$ \$123,200
- Project Status
- Under construction

### Total of All Current Water System Projects

▪ Group "B" Pea Ridge Road Transmission Mains	\$ 7,986,898
▪ Group "B" WTP High Service Pump Station Upgrade	\$ 561,600
▪ North Chatham Hydraulic Improvements	\$ 2,429,396
▪ Silk Hope School Water Main Extension	\$ 1,135,517
▪ Western Transmission Mains	\$11,014,160
▪ Group "B" Raw Water Pump Station	\$ 2,757,500
▪ Southeast Chatham Water District	\$ 3,612,372
▪ Southwest Chatham Water District	\$ 6,307,322
▪ Jordan Lake 4.0 MGD WTP Expansion	\$ 6,758,202
▪ Southern Supreme Water Main Extension	\$ 419,238
▪ Water Districts Early Taps	\$ 123,200

### TOTAL OF ALL PROJECT COSTS **\$43,105,405**

- The Total Project Cost represents projects that are either recently completed, currently under construction, or slated for construction in the very near future.
- The funding of the above projects include: Low Interest Loan Funding, Private Placement Loans, Federal Loans and Grants (USDA), County Funds, Tap Fee Funding and Economic Development Funds

### **Additional Consideration of Options for Long-Term Water Supply (20 Years)**

- Harnett County recently presented other considerations for the long-term supply of water to Chatham County. These options include the following:
  - Three options were presented:
    - 6.0 MGD Supply
    - 10 MGD Supply
    - 12 MGD Supply
  - Each option included transmission network upgrades in Harnett County.
  - Each option also included the purchase of capacity from Harnett County by participating in the upgrade of Harnett County's water treatment plant.
  - The 10 and 12 MGD options would require the upgrade of the County's Pea Ridge Road Project from New Elam Church Road to the Jordan Lake water treatment plant.
  - Option #1: This Harnett County Option is evaluated by comparing the expansion of the Jordan Lake WTP to 10 MGD to the connection to the Harnett County Water System and supplying bulk water for up to 10.0 MGD.
  - Option #2: This Harnett County Option is evaluated by comparing the expansion of the Jordan Lake WTP to 12 MGD to the connection to the Harnett County Water System and supplying bulk water for up to 12.0 MGD.
  - Option #3: This Harnett County Option is evaluated by utilizing the expansion of the Jordan Lake WTP along with connecting to the Harnett County Water System for up to 6.0 MGD. This option could yield as much as 12 MGD and still make use of the County's 6.0 MGD allocation from Jordan Lake.

### **Additional Consideration of Options for Long Term Water Supply (20 Years) – Summary (Options #1, #2, and #3)**

- Option #1: Purchase Bulk Water from Harnett County (up to 10 MGD) and convert the Jordan Lake water treatment plant to a regional pump station OR expand the Jordan Lake Plant to 10 MGD.
  - Purchase from Harnett County – Estimated Annual Costs - \$7,270,300
  - Expand Plant – Estimated Annual Costs - \$4,898,500
- Option #2: Purchase bulk water from Harnett County (up to 12 MGD) and convert the Jordan Lake water treatment plant to a regional pump station OR upgrade the Jordan Lake water treatment plant to 12 MGD.
  - Purchase from Harnett County – Estimated Annual Costs – \$7,938,600
  - Expand Plant – Estimated Annual Costs - \$5,057,750
- Option #3: This is a combination of the Harnett and Jordan Lake WTP Option. Participate in 6.0 MGD water purchase from Harnett County and expand the Jordan Lake water treatment plant to 6.0 MGD.
  - Combination – Estimated Annual Costs – \$6,445,772
- **ALL ANNUAL OPERATIONAL COST (bulk purchase and or production of water) WERE ASSUMED AT AN AVERAGE DAILY USAGE OF 7.0 MGD.**

Commissioner Emerson stated that he thought the Board was really going to have to analyze it in order to make a decision; that if the Board makes a commitment to Option #1, #2, or #3 as in Option #3 and enter into a contract with Harnett County, they will incur big costs quickly up front; that concern is to carefully analyze the impact that the up-front costs are going to have on the total cash flow; that the Board cannot really make a decision until they know what the assumptions are or how much money they are going to have to put in and when they are going to have to do so; and then do some analysis.

Commissioner Barnes mentioned an article in the *News & Observer* giving different county water projections for the next twenty years. He stated that in twenty years there are going to be serious growth problems; that water is going to limit growth in Chatham County; that when a moratorium is mentioned, everyone goes bezerk; that one can't build without water; that the availability of water is going to be a prime factor; that what is now being talked about is going to be the most significant thing that this Board does; that at the last Water Advisory Meeting, this issue was discussed; that the main focus is where the County is going to be in ten-twenty years; that they are opening the "flood gates" as far as people and development coming in; that one of two things has to be done: 1) The Board will have to quickly adopt one of the programs; or 2) Stop growth; that from the Water Advisory Board,

he feels that connecting with Harnett County for water would be an excellent idea; that he wouldn't want to see the County sold short; that he feels that the most important feature of it is to not overlook what the County is going to need and not just need but absolutely have to have twenty years from now; that if the Board of Commissioners had done their homework twenty-thirty years ago, the County would not be where it is today; that future thought, at that time, was that Chatham was not going to grow to capacity; that it is not just Chatham that is in this situation; that the Board has to think about what they have to spend this instant, but what it's going to cost to survive if the County continues as it is going; that from a personal standpoint, he would vote not to let another person come into Chatham County for another twenty years, but that is not reality; that the question is "How much water is Chatham County going to need twenty years from now?" He stated that what the Board does between now and January 1, 2006 as far as the waterline is concerned, determines where the County is going to be twenty years from now; that he doesn't think that the Water Advisory Board is interested in giving up Jordan Lake because it is in the County; that Chatham is not the only one looking at Harnett County; that given a little time, the allocations that Harnett County is now offering is going to be taken by someone else; that he has talked with a Harnett County Commissioner who stated that they had been a lot more aggressive than Chatham has; that they have a group there now that is all for Harnett; that they are looking at 40 MGD; that Chatham has a plant that provided four million maximum; that twenty years from now, the County could be in the same spot that it is today; and that it is not going to be a popular decision.

The Finance Officer stated that she was more interested in where the Board wants to be and then they will come up with a plan to pay for it.

Commissioner Barnes stated that he felt that they all agreed that they need to start with a combination; that a combination would cut some of the pressure; that in all honesty, there is going to be a fight with Cary and probably Durham and Orange Counties, over how much water the County is going to suck out of Jordan Lake; that now what the County is taking out of the lake compared to what it is going to want twenty years from now is peanuts; that Jordan Lake is not going to supply what everyone wants; that this is one reason that the County needs to keep its share and increase its share of Jordan Lake; that he feels that if Chatham was depending on Lee, Harnett, and Durham for its entire water system would be unwise; that there will be costs incurred either way; that the County needs to look wisely at what it does; and that it needs to focus on what it needs twenty years from now.

A question and answer period ensued between the Board and Mr. Carpenter. The Board asked that Mr. Carpenter provide a hard-copy of his presentation.

Ray Greenlaw stated that the County Manager introduced a twenty-five year, long-term water supply concept; that Mr. Carpenter elaborated on the plan; that there were valid options; that the County needs to do the same thing with wastewater management; that there needs to be a twenty-five year, long-term plan from wastewater management so that it can be spread over all of the County.

Chairman Morgan stated that this Board will look at long-term plans in order to make commitments.

The Finance Officer cautioned that no matter which way the Board proceeds, that they are looking at General Fund money; that there is no way to pay for it through "user fees"; that they make look at Special Obligation Bonds that uses sales tax money to back it up; and that they are looking at a commitment of General Fund money, more than the one million dollars already committed.

Commissioner Emerson restated that it is going to take money; that the County does not have the money; that the County will have to borrow the money; and that it will cost and that the County will have to pay it back. He asked that Moncure not be forgotten by the USDA folks as the project progresses.

Mr. Carpenter stated that he is meeting with Mike Harris during the first week in December to talk about the southeast portion of the County.

Commissioner Emerson asked about the blasting for the Pea Ridge projects.

Mr. Carpenter stated that the contractor has to have a blasting permit; that they are doing seismic evaluations of the houses; that they are basically inspecting the structure to make sure that everything is intact and then after blasting they check to see if there is a crack; that this is done to cover their responsibility to make certain that they are not paying for someone else's responsibility; that the controlled blasting is done to crack the rock into manageable sizes; and that it is something to be terribly worried about.

Mr. Carpenter stated that they would prepare brochures/fact sheets to distribute to customers along the route.

### **BUSINESS PARK**

Fred Hobbs, Hobbs, Upchurch & Associates, explained the original design from Alston Bridge Road to Highway #64 in the business park. He stated that when they spoke with the Corps and State Regulatory person, they determined that if they continued in that fashion, they would exceed the project costs; that it is not budgeted at \$6.7 million; that that design was abandoned and they started on the new alignment; that he wanted to make certain that DOT and Corps approval; that they know what type of culverts they are going to use; that they are presented with two changes: 1) the redesign of slightly over half of the project to accommodate the new alignment; 2) the construction of a bridge as opposed to box culverts on Love's Creek; that if the triple barrel box culverts are put in on Highway #64, there are wetlands and stream channel impacts; that in order to avoid that, they want to build a conventional bridge; that they will have zero wetland and zero stream impacts with the design proposed; that the design contract adds \$130,000 to the design fee and \$52,000 for the design of the bridge; that to remove some of the "sting", the project costs from exceeding \$6.7 million to approximately \$6 million by making those changes; that the one exception, as a result of the traffic study, turn lanes will be warranted on Highway #64 and on Alston Bridge Road; that they do not have the turn lanes budgeted into the \$6 million figure; and that he hopes that the Department of Transportation will participate in, if not build, the turn lanes.

**\*See Minutes of June 05, 2006 Work Session for clarification.**

### **SOLID WASTE DECAL UPDATE**

The Chatham County Waste Management Staff presented a proposed change to the current decal policy as follows:

The proposed decal policy should:

- Create a more equitable use of the centers (those who pay for the program have access to the program)
- Better management of the decal program (they will actually expire)
- Potential improvement of the collection of taxes and solid waste fees
- Increase public awareness of the Solid Waste Program
- No exemptions – no out-of-county or business use

Bob Holden, Solid Waste Manager, explained that on October 17, 2005, staff and Solid Waste Advisory Committee members (SWAC) met with the Town Board of Siler City; that they had a good discussion; that the town board voted unanimously to support the County's proposed decal policy as long as it was optional, and not mandated, for town residents to purchase a decal.

He stated that on October 20, 2005, staff met with the Town Board of Goldston; that an interesting discussion ensued; that the Town Board, with a split vote, supported the County's proposed decal policy as long as it was optional, not mandated, for town residents to purchase a decal.

He further stated that on October 24, 2005, staff and Solid Waste Advisory Committee (SWAC) members met with the Town Board of Pittsboro; that again this meeting generated an interesting conversation; that their concerns ranged from: 1) the availability fee seems too high for infrequent use of the centers; 2) the swap shop should still be accessible



without a decal; 3) the decals must be voluntary; and that the town board did not take any action.

Chairman Morgan asked why the Town of Pittsboro Board did not vote on the revised decal policy.

Mr. Holden responded that he was not under the impression that the towns were supposed to vote on the decal policy; that it was the staffs' understanding that they were to just inform the town boards of the proposed decal policy; and that they gave the impression that they were ok with it.

Commissioner Barnes stated that staff and the Solid Waste Advisory Committee have done an exceptional job; that they have spent a lot of time on this proposed policy; and that he feels they have come up with an excellent plan.

Commissioner Emerson moved, seconded by Commissioner Barnes, to adopt **Resolution #2005-58 Adopting the Chatham County Solid Waste Decal Policy**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

### **3M PROJECT**

Fred Hobbs stated that the Town of Pittsboro has continued to express concern that they get nothing out of this project with regard to the 3M project; that their staff is meeting with them to explain that they do indeed get something out of it; that Mr. Hughes has indicated some lack of interest in whether or not they go forward; that 3M is still vitally interested in the project perhaps to the extent that they may be willing to invest money in the project; that he suggests that the Clean Water Management Trust Fund be looked at for more money; that Rural Center money can be used for this project; that he believes that they can get \$300,000 later; that they think that this is important that they keep Pittsboro engaged in the project; that he feels that it does have value to them; that the Board of Commissioners also has a million dollar federal grant through the congressman's office, as well as Clean Water Management grants, that to turn back in would have a negative implication on the County for future grant cycles; that they are working on it, trying to find additional funding; and that they would like for it to be known that this is a win-win situation for the County, the Town of Pittsboro, and 3M.

### **LIBRARY**

The County Manager asked that the Board acknowledge that the library was applying for a grant to study the operations of a joint County-Pittsboro-Central Carolina Community College library; that it would be all State money; and that there would be no County match.

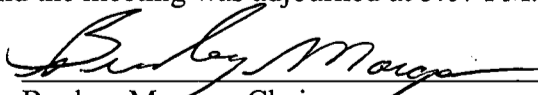
Commissioner Emerson moved, seconded by Commissioner Outz, to approve the application for the library to apply for the grant. The motion carried five (5) to zero (0).

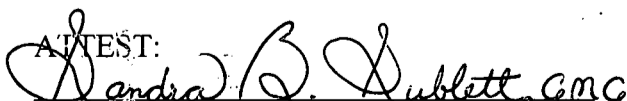
### **IMPACT FEES**

Commissioner Cross moved, seconded by Commissioner Barnes, to adopt the revised Impact Fee Policy with respect to mobile homes effective January 1, 2006, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

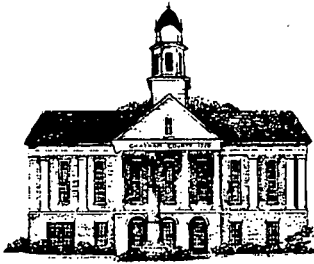
### **ADJOURNMENT**

Commissioner Barnes moved, seconded by Commissioner Cross, to adjourn the meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 5:07 PM.

  
Bunkey Morgan, Chairman

ATTEST:  
  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners

# COUNTY OF CHATHAM



COMMISSIONERS

BUNKEY MORGAN  
Chairman

THOMAS J. EMERSON  
Vice Chair

PATRICK BARNES  
MIKE CROSS  
CARL OUTZ

CHARLIE HORNE  
County Manager

ROBERT L. GUNN  
County Attorney

Phone (919) 542-8200  
Fax (919) 542-8272

P. O. BOX 87  
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

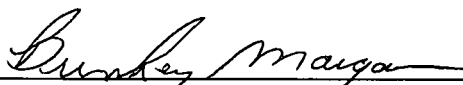
## *Resolution Adopting Chatham County Solid Waste Decal Policy*

**WHEREAS**, Chatham County Waste Management Department desires to institute an equitable and manageable system to facilitate proper use of the County's collection center program;


**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the County of Chatham, North Carolina that we do hereby adopt the Chatham County Solid Waste Decal Policy.

**BE IT FURTHER RESOLVED** that said policy shall become effective January 1, 2006.

Adopted this, the 21st day of November, 2005.

  
Bunkey Morgan, Chairman

**ATTEST:**

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners

**Chatham County Waste Management Department  
Solid Waste Decal Policy**

**Section I**

**PURPOSE:**

To institute an equitable and manageable system to facilitate proper usage of Chatham Collection Centers by using identifying decals issued on a calendar year.

**Section II**

**DEFINITIONS:**

- A. Decals – An identifying label
- B. Calendar year – Twelve month period beginning in January
- C. Solid Waste Fees – The fee structure that supports all operations of Chatham County's Waste Management Department as follows:
  - Availability Fee (AVF): A flat fee per dwelling unit is charged to all homeowners in the unincorporated areas of the County. This fee generates revenues to cover the operating costs of keeping the collection centers available throughout the County. The fee also covers a portion of the cost of other Waste Management Programs (e.g. education, environmental enforcement, LCID landfill, household hazardous waste, yard waste, white goods and scrap tire management) that are available to all County residents.
  - Disposal Fee (LFT): A flat fee per dwelling unit is charged to all homeowners in the unincorporated areas of the County who rely on the collection centers as their principal legal source for household waste disposal. Private haulers provide lists of their residential customers (to waive this fee) as part of their annual permitting process. This disposal fee generates revenues to cover the costs of disposing (tipping fee) waste from the collection centers.
- D. Qualifying household – Residents of Chatham County that pay Chatham County Solid Waste fee(s), thereby qualifying them for use of Chatham County Collection Centers
- E. Businesses – Commercial enterprises, all of which are exempt from use of Chatham County Collection Centers for disposal of business waste and recyclables
- F. Resident – Private citizen of Chatham County, all of whom are eligible for use of Chatham County Collection Centers for disposal of residential trash and recyclables through payment of Chatham County Solid Waste fees
- G. Dwelling – A structure in which people live that is assessed fees and taxes
- H. Collection Center – A staffed facility that is owned or operated by the County at which County residents may bring their residential garbage and recyclables.

**Section III**

**GUIDELINES:**

- A. Solid Waste decals will be issued on a calendar year, based on payment of Chatham County Solid Waste Fee(s).
- B. Residents who fail to display current Chatham County Solid Waste decal shall not be allowed inside the collection centers for disposal of garbage and recyclables, use of swap shops, grazing card program, or for any other non-official reason.
- C. Two decals shall be issued per qualifying household.
- D. Decals shall not be issued to out-of-county residents.
- E. Decals shall not be issued to Chatham County businesses.
- F. Residents living in the incorporated parts of Chatham County (towns) may obtain Solid Waste decals by paying the Solid Waste Availability Fee through the Waste Management office.
- G. Residents may purchase a replacement Solid Waste decal for the price of \$10 through the Waste Management office in case of a broken windshield, new vehicle purchase, or other valid reason.
- H. Residents moving into a dwelling that is current on payment of Chatham County Solid Waste Fee(s) may obtain two replacement decals at \$10 each through the Waste Management office.
- I. Residents moving into a newly constructed dwelling after January 1<sup>st</sup> may obtain Solid Waste decals through the Waste Management office by paying a pro-rated amount of the Chatham County Solid Waste Fee(s) for the remainder of the calendar year.

STATE OF NORTH CAROLINA  
COUNTY OF CHATHAM

AFFIDAVIT FOR EXEMPTION FROM EDUCATIONAL FACILITIES IMPACT FEE

The undersigned, being first duly sworn, says:

1. That he/she is a resident of \_\_\_\_\_ County, presently residing at \_\_\_\_\_.
2. That he/she is the owner of the following described manufactured home:
  - a. Make: \_\_\_\_\_ b. Year: \_\_\_\_\_
  - c. Size: \_\_\_\_\_ d. Color: \_\_\_\_\_
  - e. Title Number: \_\_\_\_\_ issued by North Carolina Division of Motor Vehicles, or by the State of \_\_\_\_\_
  - f. Other descriptive information: \_\_\_\_\_
3. Date purchased: \_\_\_\_\_. I have owned the above described manufactured home at all times since said date.
4. Since the date I purchased the above described manufactured home, it has been in Chatham County at the following locations for the periods indicated:
  - a. Most recent location: \_\_\_\_\_, from \_\_\_\_\_ until \_\_\_\_\_.
  - b. Second most recent location: \_\_\_\_\_, from \_\_\_\_\_ until \_\_\_\_\_.
  - c. Third most recent location: \_\_\_\_\_ from \_\_\_\_\_ until \_\_\_\_\_.
  - d. Give any dates the manufactured home was located in a mobile home park: \_\_\_\_\_.
5. I previously paid the Chatham County Educational Facilities Impact fee for said manufactured home on the following date as evidenced by the attached receipt: \_\_\_\_\_.
6. I have not paid the Chatham County Educational Facilities Impact fee, but believe the manufactured home is exempt from said fee as being grandfathered for the following reasons: \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Date

Sworn to and subscribed before me,  
A Notary Public on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Chatham County Educational Facilities Impact fee exempted by \_\_\_\_\_  
on \_\_\_\_\_ Central Permitting Director

**MINUTES**  
**CHATHAM COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**NOVEMBER 21, 2005**

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The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Superior Courtroom, 1 Hillsboro Street, Pittsboro, North Carolina, at 6:00 PM on November 21, 2005.

Present: Chairman Bunkey Morgan; Vice Chair, Tommy Emerson; Commissioners Patrick Barnes and Mike Cross; County Manager, Charlie Horne; County Attorney, Robert L. Gunn; Assistant County Manager, Renee Dickson; Finance Officer, Vicki McConnell; and Clerk to the Board, Sandra B. Sublett

Absent: Commissioner Outz

The meeting was called to order by the Chairman at 6:08 PM.

**PLEDGE OF ALLEGIANCE AND INVOCATION**

Chairman Morgan invited everyone present to stand and recite the Pledge of Allegiance after which Commissioner Cross delivered the invocation.

**AGENDA AND CONSENT AGENDA**

The Chairman asked if there were additions, deletions, or corrections to the Agenda and Consent Agenda.

Chairman Morgan stated that Item #6, consideration of a request to approve a lease for the Chatham County Board of Elections will be considered by the Board at a later date; that Item #14, consideration of a request to appoint a member to the Recreation Advisory Board by Commissioner Barnes will be deferred until a later date; and that Item #10, public hearing to receive public comments on the submission of an amended community Development Block Grant (CDBG) application for economic development had changed to a public input session on the feasibility of getting a sewer line to Goldston.

Commissioner Emerson moved, seconded by Commissioner Cross, to approve the Agenda and Consent Agenda with the noted requests and changes as follows:

**CONSENT AGENDA**

1. **Minutes:** Consideration of a request to approve Board minutes for regular meeting held November 07, 2005 and Work Session held November 07, 2005

The motion carried four (4) to zero (0).

2. **Road Names:** Consideration of a request from citizens to approve the naming of private roads in Chatham County as follows:

A. Cash Hill Drive                      B. Wilson Hill Drive

The motion carried four (4) to zero (0).

3. **Tax Releases and Refunds:** Consideration of a request to approve tax releases and refunds, attached hereto and by reference made a part hereof.

The motion carried four (4) to zero (0).

4. **Funds Acceptance for Protection of Cape Fear Shiner Habitat:** Consideration of a request to accept funding in the amount of \$10,000.00 for the protection of the Cape Fear Shiner habitat

The motion carried four (4) to zero (0).

5. **Resolution Honoring the Service of Mary Ann Perkins to Chatham County:** Consideration of a request to adopt **Resolution #2005-59 Honoring the Service of Mary Ann Perkins to Chatham County**, attached hereto and by reference made a part hereof.

The motion carried four (4) to zero (0).

- ~~6. **Board of Elections Lease:** Consideration of a request to approve a lease for the Chatham County Board of Elections~~

Action on this item was deferred until a later date.

### END OF CONSENT AGENDA

### PUBLIC INPUT SESSION

Sally Kost, 1101 New Hope Church Road, Apex, NC, stated that she would like to address two concerns; that the Mayor of Cary had noted that the Town of Cary and the Chatham County Board of Commissioners will meet to discuss eastern Chatham County; that she questioned why Chairman Morgan chose Commissioner Outz to accompany him to the meeting; that one of Commissioner Barnes' campaign issues is for open government, and this was a direct slap to that promise; that the recent \$133 million in capital projects is troubling because the process was not an open one to the voters; and that non-voter approved debt should be used sparingly.

Chairman Morgan stated that Commissioner Barnes and Commissioner Cross had previously had two meetings with Cary officials; that Commissioner Outz had not met with them concerning this matter; and that Commissioner Emerson had accompanied him to the last meeting discussing planning for eastern Chatham County.

Peter Theye, 1065 Boothe Hill Road, Chapel Hill, NC, stated that he wanted to share a couple of observations about the meeting with the Division of Water Quality; that the participants felt like they had made an impact; that it was unlike any other commissioner meeting he had been to in the last four years; that he doesn't know why he was missing time with his family when nothing he says matters; and that there is no connection between the Board and the citizens.

### PLANNING AND ZONING

#### *Public Hearings:*

**Public Hearing on Revision to Existing Conditional Use Permit for Restricted B-1 Uses Off Highway #15-501 North:** Public hearing to receive public comments on a request by Greg Isenhour, IS Development Company, LLC, on behalf of North Chatham Park, Lot #5, for a revision to the existing conditional use permit for restricted B-1 uses, on 5.63 acres, off Highway #15-501 North, Williams Township, condition #1, requesting a time extension

There was no one present who wished to make public comments.

**Public Hearing on Proposed Text Amendments to the Chatham County Zoning Ordinance:** Public hearing to receive public comments to consider proposed text amendments to the Chatham County Zoning Ordinance to replace conditional use zoning with conditional zoning

Loyse Hurley, 16 Matchwood, Pittsboro, NC, stated that she is President of Chatham Citizens for Effective Communities (CCEC); that they have reviewed the Conditional Zoning Ordinance and finds some vulnerability for the County, its citizens and its future; that overall the ordinance doesn't distinguish a major development proposal from a minor one; that they are all treated the same; that a large commercial development proposal which will have a more significant fiscal, environmental and traffic impact on the County is identical to a one-house addition to a development; that there needs to be some limit, based on the number of houses or acreage, which triggers a different procedure; that conditional zoning replaces the five findings within a conditional Use Permit with a lesser standard of review criteria; that

this is less protective for the County; that the Board is exposing itself to massive pressure from developers unless each and every development is approved with only the conditions they will accept; that essentially, the Board would be making all decisions on any development on an individual "developer's contractual" basis; that even the developers should want some rules and consistency so that one developer does not have an advantage over another; that it would be better protection for the County if there were restrictions like the five findings upon which the approval is based; that specific concerns on conditional zoning include: 1) Pre-submittal meeting – abutters must receive notice but that it's left to the developers to decide which, if any, other citizens who may be included; that they're back to that basic difference between that big development and that one little house; 2) The report on the preliminary meeting is one-sided; it omits a discussion of the issues not changed by the developers as a result of the property owner's requests; that it is possible that a developer can not meet these requests but the ordinance does not call for an explanation of why they can't meet them; that the ordinance also makes clear developers are not legally required to hold such meetings, since there are no legal consequences if they ignore this requirement; that this meeting could be waived entirely; that on the other hand, there is no requirement that the Board will attend this meeting; that such attendance should make it easier in the Board's dealings with citizens and developers alike; that the important points are that a representative of the citizens should be able to sign off on the developer's report of this meeting and the meeting allow for a free and open discussion of the concerns about the proposed development; 3) Section 5.10 allows the Planning Director to administratively approve an increase of 10% or 1,000 square feet for commercial but doesn't include any such authority for residential; that while this is intended for use as an administrative tool, this section does not limit the number of times the Planning Director can do this; that a development, theoretically, could be increased in 10% increments forever; that some limit is needed in this section; 4) There are numerous deficiencies in the County's ordinances which need to be in a place before conditional zoning is enacted in order to provide the County with adequate protection; that there is a "building block" process here and the "basement" is incomplete.

Ms. Hurley stated that close to a year ago, the CCEC requested sufficient lead time to thoroughly review developers' submissions; that the current Conditional Use Permit procedure only gave about 15 days for citizen review, while the developer had months to prepare; that the current public hearing process did not include sufficient time for a professional and knowledgeable review by the citizens; that there are professionals who are willing to help the county with their expertise and knowledge; that they are called "volunteers"; that they provide a competent review at no cost to the County; that County staff needs additional personnel to handle this growth the County is experiencing; that it's not a case of anti-development or pro-development here; that professional reputations would be on the line; that one does not have any review of changes made by the developers during the process; that the Board is taking it on "blind faith" that the developers have absolutely no interest in the outcome and are supplying the Board with all the facts and the very best advice possible; that this defies credibility; that one of the benefits cited for conditional zoning is the idea that the Board would be able to discuss a proposed development, freely, and openly; that she wonders why two hearings cannot be held; that the first would be an informational, and the second hearing would be a quasi-judicial hearing that would come to the Board for a vote; that the vote would be based on the five findings along with the benefit of all the facts heard at the public hearing; that the information received at the public hearing would still be fresh in members' minds and not months old; and that it would lengthen the process but it would also free the Board up to discuss proposals with anyone and would provide the best information upon which to make their decision.

**Rita Spina**, 12 Matchwood, Pittsboro, NC, stated that the current ordinances have served the County well: the protection of drinking water supply and the quasi-judicial nature of public hearings that reserve the rights of both citizens and the County; that she questioned the longer term impact on the entire County; that jurisdictions carefully planned ahead 10-20 years; that they knew where they were going and had a long range plan to get there; that good strategic planning is the base of success; that the County has been in the state of lack of strategic planning before; that the schools with their lack of infrastructure, the lack of water to the specific parts of the County who needed it, overworked County staff, and the lack of any good, successful economic development planning show the lack of strategic planning; that the County lacks any comprehensive strategic plan to attack the County's infrastructure needs for the County over the next ten to twenty years; that the Land Use Plan has been



deliberately ignored and doesn't have a map showing where residential and commercial development should be located; that she understands that the Board wants to throw this plan aside and develop another one; that that would be a travesty and a total waste of effort when all that has to be done is a map added; that the Board has never officially passed the lighting ordinance, the premises sign ordinance, or developed the commercial corridor ordinance; that developers have been allowed to plan the County; that the proposed 10/70 Rule will not protect the watershed and conditional zoning will neither protect the citizens or the County; that a comprehensive, adequate economic development plan is needed; that it appears that the Board has a plan for its success based on high density development of the northeast section of the county with no strategic plan and rejection of all protections for the citizens; that the Board of Commissioners' plan is perceived to be based on the questionable income from potential tax dollars of this density development in the northeast part of the County; that the development is placed on the mega developers who have taken over; that the plan they are seeing has been negligent in considering the longer range consequences of this type of piecemeal progression; that these variables that are being ignored today will haunt the County at every level over the years to come; that the County has experience resistance and disregard of any expert analysis of issues the community has raised at almost every meeting over the past two years; that neglect of the future impact on water supply, water quality, protection of the watershed, an increase in traffic congestion, protection from strip mall development along commercial corridors, invasion of the natural/rural aspects of the area that have brought so many to live here, and a work load on County departments that is overwhelming; that there has been no recognition of the need for future preparation for all that is already approved over the next 10-15 years; that the only thing that has been looked at has been the County's rising economic debt that will fall on the shoulders of tomorrow's citizens; that the request has been denied; that this lack of strategic planning will only lead to similar situations plus an increased demand from thousands of new residents in this part of the County; that this is not a view against residential and commercial development by the citizens; that it is a view that growth in and of itself is not enough; that it must be planned for well into the future; that it must take into consideration its assets and potential liabilities; that it must be looked at from every angle so as to protect what is good and what needs attention, build and serve all in such a way that the look and feel of the specialness of the County is preserved; that there should be a hard look at the real dollar costs for preserving the necessities of safe and sufficient water, costs for retrofitting of outworn and inefficient systems, the movement of people and goods on the highways, the greenness of a healthy environment, school infrastructure, the safety and security of its citizens; conditional use zoning has protections for all; that there is no reason to change its intent; that it could be adjusted and modified to save time and money and to be more inclusive for citizens but does not need to change or lose its protections; and that she is an advocate for a moratorium for six months while the Board works out a strategic plan and looks closely at what the real needs of the County will be for years to come.

**William Tessein**, 758 The Preserve Trail, Chapel Hill, NC, stated that conditional zoning keeps citizens out of the process; that it meets the needs of the developers; that the conditional use process helps to protect the County; that citizens will have no protection against Commissioners who have no plan, do not care about environmental consequences, and do not worry about future tax increases; that the developer should prove, beyond a shadow of a doubt, that their request will not be harmful to the surrounding environment; that he has trouble with a political body making land use decisions that affect him, at the request of developers, without those developers being required to prove beyond any doubt that their request will not be harmful to the environment that surrounds them all; that he has trouble with the fact that a developer does not need to prove beyond expectations that their request is in harmony with the quality of life as now known; that it is worthwhile; that the conditional zoning will make it nearly impossible for citizens to have recourse; that the Board needs to promote change with the involvement of the citizens; that the proposed developers' conditional zoning will prohibit or make it practically impossible for the citizens of Chatham County to have any reasonable recourse when a decision on land use is made; that political decisions are hard to overturn; that the legal system presumes the vote is in the citizen's best interest; that he suggests improving the current conditional use permit process giving the public sufficient review time; that then, impact studies could be obtained, and any needed revisions to development proposals made before a decision is rendered; that allowing conditional zoning in a rural, growing county will make unrestricted growth the County's identity; and that the Commissioners need to promote change that ensures greater control by the voters. He asked that conditional zoning be unanimously denied.

**Beverly Murdock**, 11312 US #15-501, Suite 107-300, Chapel Hill, NC, stated that she is opposed to conditional zoning; that this process involves closed meetings behind closed doors; and that all citizens should have an opportunity to speak out about issues. She urged the Board to vote against conditional zoning;

**Bob Murdock**, 11312 US #15-501 Suite 107-300, Chapel Hill, NC, stated that he is opposed to the conditional zoning process; that the Board has already been following that process and it doesn't work well; that under the current process, developers do talk with Board members; that currently the Board can set conditions on the application but they do not; that he proposes some modification of the current process; that the period of notice should be extended; that the applicant should be required to live by the conditions set forth in the application; and that if the Board abuses the process now as it is, it will abuse it later.

**Sally Erickson**, 115 Blue Heron Farm Road, Pittsboro, NC, stated that she was here to speak for the priceless beauty of the landscape; that the 10/70 rule is a bad idea; that this County is creative and resourceful; that citizens can be better and smarter; that citizens can create meaningful work for people; that at some point, things have to stop growing; that she wants things to slow down; that she wants more planning and deliberation; that conditional zoning looks like a terrible idea as well; that this is the beginning of a working democracy; that the tide has turned; that people are not going to go away; that together people are learning what endless sprawl looks like; and that in the year 2020, life should still be sweet in Chatham County.

**Jeffrey Starkweather**, 590 Old Goldston Road, Pittsboro, NC, stated that the change in the approval process for development reviews will drastically change the way process operates and standards by which conditions on development proposals can be imposed; that many are concerned that developers are driving the process and citizens are not given sufficient time to provide meaningful input or raise questions about proposed developments; that by the time the County Commissioners make decisions on conditional use permits, it has often been months since they have heard the quasi-judicial "factual" testimony upon which they are supposed to decide on the five findings of fact; that citizens also have reason to believe that developers and their attorney have access to private meetings with certain Commissioners that are not afforded to adjacent property owners and other affected residents; that last year, Chatham Citizens for Effective Communities (CCEC) formed a planning task force consisting of former Planning Board members, attorneys and small, local developers; that they came up with a suggestion to tweak the current planning review process to remedy most of these problems; that this would involve simply adding a public information meeting at the beginning of the process to be attended by Commissioners, Planning Board members, and citizens; that this hearing, all attending would learn the details of the development proposals, be able to ask questions of developers, as well as hear citizen concerns and their general opinion of the proposal; that there would be no sworn testimony; that CCEC was going to suggest that the official quasi-judicial hearing be delayed until after the planning department and board, with developer and citizen input, had reviewed the proposed development and made recommendations for changed or additional conditions and for approval or denial of the conditional use request; that the Commissioner could deliberate on what they had heard from all parties at this hearing and make their decision at a subsequent public meeting as they saw fit; that instead of making that proposal directly to the Commissioners, they thought the Board would be more receptive to the idea of forming an ad hoc planning review task force consisting of representatives of all the stakeholders in the process – citizens, Planning Board members, planning staff, developers, and attorneys; that the idea was to have them all come together and see if there was a process that they all could agree on that would work for each party; that it was obvious that this would require some compromise; that this proposal was presented to the Board informally through a Board member and was apparently ignored; that the Planning Director's staff was assigned to coming up with a solution without the official input of any of other stakeholders parties, except the Planning Board when he formally presented it to them; that he provided the Planning Board with no alternatives; that he does not believe that the Planning Director's proposed conditional zoning proposal solves the problems they raised, instead it exacerbates some of them as follows: 1) The proposed pre-submittal meeting held by the developer with adjacent property owners does not require inclusion of the general public and there is no required enforcement mechanism for use by citizens if they are deprived of an opportunity to attend the meeting. The report is controlled by the developers who will invariably use public relations techniques in reporting a positive and sanitized version of the meeting. 2) The

hearing is still at the beginning of the process and citizens not invited to the pre-meeting with the developer will still be unprepared to seriously challenge or raise questions about the proposal. 3) For Commissioners who like a little privacy from time to time, when the proposal is adopted there will be inundated telephone calls and e-mails from developers and their attorney, adjacent property owners and their attorneys, and citizen groups and individual citizens and their attorneys. 4) Most of the jurisdictions that have implemented conditional zoning have been large cities and counties in metropolitan areas with large, experience planning staffs. 5) Ordinances have not been developed that were proposed by the Land Use Plan to help guide conditional zoning.

He stated that contract zoning will be essentially converted into a back-room negotiation between the developers and individual County staff and Commissioners; that he wants the Board to entertain CCEC's suggestions made approximately one year ago; that they stand ready to sit down with other stakeholders including developers and their attorneys, to see how they can make their present review process more predictable, fair, and adequate; that they stand behind their proposal to make a slight adjustment in the current process by adding an informal hearing at the beginning of the process and moving the quasi-judicial process until the Planning Board review and just prior to the Commissioners' decision on the proposal.

**Allison Weakley**, 311 Boothe Mountain Road; Chapel Hill, NC, stated that she is opposed to the conditional zoning proposal; that the proposal and process used in the Boothe Mountain subdivision was critical and allowed for sworn testimony and five findings; and that conditional zoning is completely subjective.

**Nick Robinson**, 4885 Manns Chapel Road, Chapel Hill, NC, stated that this is not a conspiracy on behalf of developers to make things easier; that citizens have recourse as it is now with the process; that with the conditional zoning process, there would be little to base court action on; that if the Board was to deem more time for citizen review, that more study could be done; that conditions should be based on size; that a higher density provision should be included for multi-family units; that eight weeks is too long to file an appeal with the court system; and that it draws the process out unnecessarily.

#### **BREAK**

The Chairman called for a ten-minute break.

The Chairman reopened the public hearing.

**Elaine Chiosso**, 1076 Rock Rest, Pittsboro, NC, stated that she was speaking on behalf of the Haw River Assembly; that they welcome changing the system to allow for more time for citizens to review the proposals; that the five findings are critical; that the current system is broken; that the way this process is being used is the problem; that the quasi-judicial process needs to remain intact; and that they have pushed the Division of Water Quality to have a public hearing on the water quality permit issued to Briar Chapel.

**Katie Kenlan**, 1076 Rock Rest, Pittsboro, NC, stated that she is disappointed in her local government; and that the text amendment is not a good idea because it would not force developers to abide by a set of findings.

**William Sommers**, 1067 Fearington Post, Pittsboro, NC, stated that the best part of this process is to initiate public discussion of development proposals at the beginning of the zoning/planning approval process; that currently the space for public input is constrained in both time and importance because it comes at the very end of the approval process when most of the details have already been agreed upon; that other aspects of the conditional zoning proposal imply a less defined and more loosely construed application of planning and zoning principles to development submissions which will reduce significantly the necessary protection of the public interest and will be damaging to the planned growth of the County; that one example is the elimination of the approval standards, i.e. the five findings requirement; that a better and simplified way to approach this proposal is to amend the current zoning ordinance by providing guidelines and direction for open public discussion of development proposals at the beginning of the approval process while leaving intact the remainder of the current zoning ordinance; that in this way, the zoning/planning process will

be more transparent and encouraging to public participation while at the same time preserving those elements in the current zoning ordinance that are needed to protect the public interest and provide direction for the planned growth of Chatham County; that it should also be noted that most responsible developers are amenable to initial discussions with residents who may be impacted by a particular development and are, in general, willing to receive input from the whole of the community at this stage in the approval process; that efforts should be directed toward this end so that both the developers and the general public are able to share their concerns at the beginning of the process where they can exchange commentary for and against; that this is where agreed upon changes can be effected without the risk involved in costly revisions as would be true if substantial changes are recommended toward the conclusion of the approval process; that by relegating real public participation to the end of the process heightens incipient disagreements making for an unhealthy decision-making process; that with regard to the 10/70 amendments to the Watershed Protection Ordinance, he feels that the practical results of the proposed amendment will be costly to Chatham County; and that Chatham County does not have an overall storm drainage master plan including a storm sewer system map, a control ordinance, and the development of an illicit discharge and detection/elimination plan. He requested that the Board put this amendment aside until a more detailed assessment of future costs, including its relation to the barest outline of a storm water master plan can be made to justify the adoption of the 10/70 rule.

**Mark Barroso**, 110 Persimmon Hill, Pittsboro, NC, stated that the developers must only invite immediate neighbors to the meetings, not all impacted parties; and that it must be used in good faith by the developers which seems unlikely.

**Bob McConnaughey**, 129 North Small Street, Pittsboro, NC, stated that Pittsboro has had the same problem and that only adjacent property owners must be notified unless it has caused problems.

**Kate Dunlap**, 1322 Mt. Olive Church Road, Pittsboro, NC, stated that her comments are relevant to the conditional zoning and the 10/70 rule; that she read the Land Use Plan only last week; that the five findings are subjective; that it is disingenuous to proclaim one has a viable Land Use Plan when it is subjective and there is no map. She stated that the Board should work to make notable history.

**Liz Cullington**, 290 Rocky Hills, Pittsboro, NC, stated that the current ordinance is broken, but that this is a serious change. She stated that she hopes that the Board is not in a hurry to make it.

**Kathleen Hundley**, 136 Rocky Road, Pittsboro, NC, stated that she is speaking on behalf of the Friends of the Rocky River; that the process should be conservative; that it would be useful for a citizens group directory; that at least 30 days prior to a hearing, a meeting would be held with the developer, not just adjacent property owners; that the developer should submit an impact study regarding those issues; that the current requested changes have been requested by developers for developers; and that the citizens and their elected leaders are not here to respond to developers.

Chairman Morgan stated that he agreed with everyone who spoke at the night's meeting; that he thinks that the plan which the County now has should be kept and improvements made; that the total concept should not be changed; that he thinks the five findings should be relied upon; and that the plan should be relied upon and expanded.

Commissioner Cross asked if the County keeps Conditional Use Zoning and adds the developer's citizen meeting required with conditional zoning thirty days prior, if this would be a satisfactory solution.

Those in attendance seemed to desire two public hearings, one up-front with the application and one toward the end just prior to the Board of Commissioners' decision.

Commissioner Cross asked that when the developer invites adjoining property owners to their meeting, would an invite to citizen's organizations to send one representative be satisfactory.

Those in attendance seemed to want any and all members to be allowed to attend.

Commissioner Cross asked that when the minutes of the meeting are prepared, would the group be able to select someone to sign minutes with the developer verifying that they actually represent what happened in the meeting.

Commissioner Cross was informed that three signatures are already required, which, he stated, is contrary to what he read.

Commissioner Barnes stated that he was delighted to see everyone in attendance; that he had made two notes during the meeting; that conditional zoning had received a "no"; that conditional use zoning had received a "yes" with time to process the open public discussion; that the five findings should be left; that the County has a Land Use Plan and it should be implemented; that the Strategic Use Plan has been adopted and should be used; that it is not quite that simple; that there are not enough people in the Planning Department; that the Planning Director is good, but that he is not a magician; that he welcomes everyone to continue to come back to the meetings; and that he recommends that citizens keep on pushing.

Commissioner Emerson stated that the Board didn't need to be in a hurry to do anything; that they need to take their time with it; that if anything needs to be changed, it needs to be changed for the better; and that it needs to be returned to the Planning Board for their review.

Charles Eliason, Planning Board Chairman, stated that he agrees with the comments that have been made; and that the Planning Board will consider everything that has been said.

#### **BOARD OF COMMISSIONERS' MATTERS**

##### ***Public Input:***

**Public Input Session on Submission of Amended Community Development Block Grant for American Moulding & Millwork:** Public input session to receive public comments on the submission of an amended Community Development Block Grant (CDBG) Application for Economic Development. The County is requesting \$750,000 in CDBG assistance to serve American Moulding & Millwork which has recently filed Chapter 11.

**Larry Miller**, PO Box 11, Goldston, NC, stated that they need the help; that they have bad soil; that the school has been fined for sewage related problems; and that he is asking the County for help.

**Ricky Beal**, PO Box 314, Goldston, NC, stated that he has lived in Goldston his entire life; that he worked with Goldston-Gulf Sanitary District; that most of the soils will not support a septic system of any type; that the businesses in the area suffer; that this is a great opportunity for the people of Goldston and Gulf.

**Mayor Tim Cunnup**, 415 Rosemary Street, Goldston, NC, stated that he appreciated the people of Goldston attending; that they are very appreciative of any efforts the Board of Commissioners takes to help put sewer in Goldston; that without sewer there is no room for expansion; that they are at an economic standstill; that the soils are not good; that there are approximately 170 houses and commercial buildings in the city limits; that many of these septic systems break down on a consistent basis; that the smell of sewage is pervasive at times; that Goldston does not ask the County for help often; that they are confident that with the Board's support they can take care of the other work to hook up residents to this line; and that Goldston believes in this project and hopes that the Board will see fit to support them in this effort.

**Robert Eby**, 19 East Madison, Pittsboro, NC, congratulated the Board on abandoning the CDBG grant application on behalf of American Moulding & Millwork; that 95% of the gallons allotted were to go to the citizens of Goldston anyway; that it is certainly a worthwhile effort; that it looks like another ad hoc project; that there is no plan for County sewer; that there is no long range economic development plan; and that he hopes this might be a step toward good long range planning;

**Paul McCoy**, 3557 Pea Ridge Road, New Hill, NC, stated that he appreciates the Board listening with regard to American Moulding & Millwork; that the Board should not abandon efforts to get sewer to Goldston; and that this opportunity should not be passed up.

**Jeffrey Starkweather**, 590 Old Goldston Road, Pittsboro, NC, stated that when the proposal was first made, he thought it was a good idea; that his concern was about wages; that the average manufacturing wage is \$245/week and below state average; that the employer should be at the state average; that the Chatham Coalition is supportive of sewer in Goldston; that the Land Use Plan calls for Goldston to be an economic center; that there are no land use controls in the Goldston area; and that the Land Use Plan refers to resisting strip commercial development.

**Randolph Voller**, 21 Randolph Court, Pittsboro, NC, stated that sewer and infrastructure for Goldston and Pittsboro are needed; that east and west Chatham should evaluate the wastewater situation in all areas; and that this project should be reconciled with all municipalities in the County

**Tony Tucker**, 118 West Street, Pittsboro, NC, President of the Economic Development Commission, stated that he is speaking on behalf of Goldston; that the Economic Development Commission Board supports this project; that they are trying to recruit a business that will help defray the cost and be attractive to the neighborhood; that the commitment from Sanford is still in place; and that the County should not let this opportunity pass by.

**John Gray**, 123 Cub Creek Extension, Chapel Hill, NC, stated that the Board has an opportunity to do something for the community and that he encourages them to take advantage of it; that they should be aware of the public health impact; that the Board should explore the possibility of Sanford increasing the capacity; that Goldston should make decisions on behalf of their citizens; and that he supports whatever it takes to make this happen.

**Mark Barroso**, 110 Persimmon Hill, Pittsboro, NC, stated that he helped start Chatham First; that he is happy to support this project; and that he encouraged those in his group to support their neighbors in Goldston.

Commissioner Emerson congratulated Goldston on their celebration honoring the veterans of Chatham County. He stated that Commissioner Cross did an excellent job with his presentation.

Commissioner Barnes stated that the Board had been discussing economic development for several years in the County; that good economic development is impossible without water and sewer; that water was discussed in the afternoon work session; that it is going to be a costly venture; that there is no problem with the sewer because it is non-existent; that with water comes sewer; that the problem that arises with this is payment; that it is an acceptable process; that he would be unable to vote for American Moulding & Millwork sewer unless there were conditions imposed; that these would include collateral (that the owner of the building would be responsible for picking up the tab if it folded) instead of the County; that if American Moulding & Millwork survived but did not meet the requirements, they would be liable for the funds the County invested; that if the County had to pay the money back, American Moulding & Millwork would be liable; that he would want something to show for their efforts; that Goldston needs sewer to survive; that someday, the County needs to find a way to pay for it; that Goldston needs jobs for economic development; that he doesn't see anything wrong with getting into the business; that the possibility must be looked at for using the building in another constructive way; and that sewer lines are needed over the entire County.

Chairman Morgan stated that Commissioner Outz was attending another meeting, but endorsed the idea of the sewer line coming from Sanford to Goldston.

**BREAK**

The Chairman called for a ten-minute break.

## PLANNING AND ZONING

**Public Hearing on Proposed Text Amendments to the Watershed Protection Ordinance:** Public hearing to receive public comments to consider proposed text amendments to the Chatham County Watershed Protection Ordinance to include the 10/70 provision in the WS-IV Protected Area

**Roland Siverson**, 5560 Castle Rock Farm Road, Pittsboro, NC, urged the Board to vote "no" on this provision. He stated that the primary risk is to the watershed and the water supply to the County; that there are a large number of homes earmarked for development; that it will have an adverse affect on the environment; that many of the ordinances that would help with some of the issues that will arise do not exist; that there are resources that the citizens do not want to squander; and that it is a huge responsibility that has long term ramifications.

**Sonny Keisler**, 3006 River Forks Road, Sanford, NC, stated that he is representing Friends of the Rocky River; that they oppose the 10/70 rule unless the following conditions are met: 1) The rule must contain provisions that guarantee first class protection of the natural, social, aesthetic and economic environment of the County including especially streams, rivers, and lakes. 2) first class enforcement capabilities must first be put in place including hefty fines for violation of 10/70 provisions. 3) A broader land use policy has been developed that acknowledges the reality of climate change and related environmental problems and begins to prepare the County for the severe environmental, social, and economic disruptions that most likely will be occurring throughout this century. In this regard, a 10/70 rule must not be used as a means of implementing outdated 20<sup>th</sup> century development and population growth concepts that have guided the rapid growth of Raleigh, Charlotte, and Atlanta. In the 21<sup>st</sup> century these "Growth At Any Cost" concepts will end up costing Chatham County government and its citizens a lot more money than will 21<sup>st</sup> century concepts that emphasize high quality growth rather than rapid, large scale growth. 4) Existing communities are given the ability to influence County decisions and thereby protect their existing socioeconomic values (i.e. the right to call for impartial economic and environmental studies financed but not conducted by developers). 5) The County will not be forced to undertake costly environmental cleanup activities because the developers failed to meet their obligations. One such likelihood is the maintenance of stormwater retention facilities.

He stated that given the likelihood that the 21<sup>st</sup> century will be dealing with very unsettling climate change and related social issues including increases in terrorism, anything less than a first class 10/70 rule should be shelved.

**Mary Lucas**, 371 River Road, Pittsboro, NC, stated that despite concerns of citizens for planned development, the Board defies it; that the County is in danger of destroying all that is Chatham; that the local communities' interests must be considered first; that local, non-polluting enterprises must be sought after to help enhance the community; that she urged the Board to think, plan and then rethink about decisions and their long-range implications.

**Dianne Mattingly**, 12 South Circle Drive, Chapel Hill, NC, stated that she feels deeply about the 10/70 rule and that she is afraid that the country sides will be replaced by big box commercial and strip development. She urged the Board to reject this proposal and all the side affects.

**William Tessen**, 258 The Preserve Trail, Chapel Hill, NC, stated that he and his wife moved to Chatham County because they were impressed with the beauty of the area; that without the 10/70 rule, the developers would strip Chatham County; that the 10/70 rule unprotects that watershed that is already protected; that unless the oversight is strict, developers would take advantage of it; that the 10/70 rule, along with conditional zoning, takes away the checks and balances; and that this legislation threatens the fragile water supply for the entire County.

**Loyse Hurley**, 16 Matchwood, Pittsboro, NC, President of Chatham Citizens for Effective Communities (CCEC) stated that this proposal would allow for more dense development in this protected area of the watershed; that it calls for 10% of this section of the protected area of the watershed be allowed to be developed at up to 70% impervious surface;

that this 70% impervious surface area of buildings, parking lots, streets, etc. would be allowed in the zoned portions only; that the watershed drains into Jordan Lake and parts of the Haw River, the source of drinking water for a large portion of the County; that first there is the question of exactly how much acreage would be allowed to be developed at this more dense level; that this entire area drains into the lake and river and includes what is already built, what is in the planning stages, and what is contemplated by the proposal; that wording in an ordinance doesn't always reflect the situation; that the whole area drains into the water; that this area is 134,380 acres; that 10% of that is 13,400 acres; that this is the acreage the County is using to calculate available acreage for denser development; that the ordinance now states that the denser development would only be allowed in the zoned section; that according to their calculations, the zoned portion amounts to 78,451 acres; that 10% of that is 7,845 acres; that she wonders why calculations are based on the entire area and not just the area that would be affected; that with regard to the impact of the proposal on the lake and river, the entire area drains into the water (current development, new development, pending development or a leaky crank case from a truck passing by); that water runs off from all these activities; that all development affects the quality of the drinking water supply and the water itself; that the current requirement of 24 or 36 percent impervious surface is fine; that if a developer wants to build a large commercial center in the WS-IV-PA area, he should acquire more acreage; that the Board has the authority to make this ordinance more restrictive than what the State recommends; that there are other things that will have an adverse effect on the County as follows: 1) An inventory of the property needs to be kept that is used under the 10/70 rule. 2) The proposal will require stormwater controls. These controls need an annual inspection. 3) It is likely that enacting the 10/70 rule will result in the County having to spend considerable more money in reducing the nitrogen and phosphate levels in Jordan Lake. 4) The County draws drinking water from Jordan Lake. There is a certain cost to treat this water before supplying County customers. 5) Dense development creates additional traffic. This will bring smog, air pollution, and additional pollution of the waterways. 6) It will have an impact on the agricultural operations in the County. There is an indirect impact from the eventual requirement to reduce the nitrogen and phosphate levels in Jordan Lake and the Haw River.

She stated that the agricultural community is trying to develop a program to preserve acreage in the County; that the 10/70 rule does not provide for the setting aside of any land in the same watershed area to preserve open space; that this is not the time to enact this rule for this area of the watershed. She asked the Board to stay with their current requirement and to stay focused instead on implementing the Land Use Plan.

**Beverly Murdock** 11312 US #15-501, Suite 107-300, Chapel Hill, stated that she is opposed to the 10/70 rule; that she is worried about the birds; that since she moved to Chatham County she has seen birds she has never seen before; that the quality of life here would be hurt with the passage of the 10/70 rule; and that everyone has something that is threatened by the 10/70 rule.

**Bob Murdock**, 11312 US #15-501, Suite 107-300, Chapel Hill, NC, stated that he is opposed to the 10/70 rule; that it is linked to Wal-Mart; that Wal-Mart is not a good corporate partner and would not be a good fit in the community; that the 15-501 corridor could be a big-box, strip mall development area where family businesses were sacrificed; that it would be nice for them to look back on this Board and say that they made a difference; and that the 10/70 is the path of least resistance.

**Rich Hayes**, 612 Oak Island Drive, Chapel Hill, NC, stated that he is deeply concerned about water quality; that he does not support the 10/70 provision; that it could backfire; that nothing discourages sprawl; that the 10/70 provision in its current form allows it to be used anywhere, for any type of development, as long as it lies within the zoned portion of the WS-IV watershed; that it could be used to build apartment complexes near the Jordan Lake critical area or strip mall development in previously rural area; that there is nothing in the proposed changes in the ordinance that discourages sprawl; that the 10/70 provision will end up further degrading the drinking water supply; that studies have conclusively shown that as the amount of impervious surface in a watershed increases, water quality decreases; that it is also an accepted fact that as water quality decreases, the cost of drinking water treatment increases; that this increased cost of treatment is a hidden tax on the citizens of the County who will be asked to pay it every time they turn on their tap for a glass of water; that an argument might be made that development subject to the 10/70 rule is



subject to engineered stormwater controls; that while these controls do help mitigate the effects of large amounts of impervious surface, they do not eliminate all pollutants; that while he urges the Board to reject the 10/70 provisions, he would also like to offer a few suggestions on how it could be improved as follows: 1) Prohibit the storage and retail display of products harmful to water quality in parking lots and outdoor retail areas that are not protected from rainfall by a rooftop. This would include products such as fertilizer, pesticides, herbicides, lawn chemicals, and automotive products. 2) Require that a minimum of 25% of outdoor areas such as parking lots, sidewalks, and roadways be constructed of pervious material, such as pervious concrete or pervious concrete pavers. 3) Require a minimum 50-foot buffer for perennial streams that is already required. Stormwater control structures should not be permitted within this buffer. 4) A pollutant management plan should be included as a part of the operation and management plan. The pollutant management plan should include a list of constituents of concern. Constituents of concern would include things like heavy metals, volatile organic compounds, oil and grease, total suspended solids, nutrients, and fecal coliform. The pollutant management plan should address each of the listed constituents of concern and show how the proposed stormwater controls will reduce their release into receiving waters. 5) Require baseline water quality testing for constituents of concern in all receiving waters prior to any site disturbance. 6) Require the testing of all receiving waters monthly for the constituents of concern at each point where runoff from the facility enters jurisdictional waters and report the results to both Chatham County and the North Carolina Division of Water Quality. 7) Require that the pollutant management plan be updated and additional controls be implemented if the testing reveals that the existing plan is inadequate to protect water quality. 8) Encourage the use of bioremediation cells, constructed wetlands, and other equivalent systems to remove constituents of concern.

He stated that his final recommendation would be for the County to charge a Special Intensity Allocation Fee each time the 10/70 provision is used for non-governmental purposes; that this fee should be devoted solely to the preservation of open space in the watershed in which it was collected; that this is allowed under State rules; that this fee, if spent wisely, would provide badly needed funds to buy up development rights in critical areas and help to retain open space for future generations.

**Tom Vanderbeck**, Old Graham Road, Pittsboro, NC, stated that he is fearful that the 10/70 will seriously compromise the water quality in Jordan Lake and lead to ugly strip commercial development along Highway #15-501 and #64; that Jordan Lake is critical to Chatham's survival; that this proposal should have been stopped by the Planning Board; that they are here to appeal to common sense; and that development needs to be confined to the current ordinance. He urged the Board to stop this proposal and schedule time for a commercial corridor plan.

**Jeffrey Starkweather**, 590 Old Goldston Road, Pittsboro, NC, stated that he is not in favor of this ill-conceived proposal; that citizens are in favor of planned growth, smart growth, designated economic centers with defined boundaries, preserving rural character and environmental assets, and decisions on developments based on a comprehensive plan and map; that he believes that the vast majority of Chatham citizens share these views and have a common goal for the future of Chatham County; that in November 2001 the Land Use Plan was approved; that the Land Use Plan is gathering dust; that the 28 recommendations have largely been ignored; that this plan would decimate water protections around Jordan Lake; that this is the wrong plan at the wrong time; that it will lead to further sprawl and help destroy the rural character and quality of life; that there are questions about direct and indirect impact on raising the property taxes; that it will require a significant increase in planning and stormwater review and monitoring staff; that allowing additional parking lots, shopping center, traffic, roads and other build-over areas in the watershed will be a risk to environmentally sensitive areas; that a Farm Land Conservation Program needs to be developed before the 10/70 provision is enacted; that approving the 10/70 proposal at this time would be a repudiation of the Land Use Plan. He asked that the Board reject this proposal and show citizens that the Land Use Plan is still in effect.

**Sally Kost**, 1101 New Hope Church Road, Apex, NC, stated that we should be talking about our vision for this County; that a commercial corridor ordinance is needed first; that appearance standards are seriously lacking; and that the issue is that there is no plan.

**Judith Ferster**, 228 Carolina Meadows Villa, Chapel Hill, NC, chair of the Conservation Committee of the Orange Chatham Group of the Sierra Club, speaking on behalf of the club stated that they appreciate the care with which the proposed 10/70 ordinance meets state requirements for handling storm water, trying to prevent or slow runoff from the impervious surfaces that it would allow; that if the County wanted to apply 10/70 now, it could also ask builders to pay fees with which to purchase extra land to compensate for the additional development allowed in some areas; that even with such safeguards, they don't think that this is the right time to invite more pavement and roofing into Watershed IV-PA or protected area; that it is now clear that Jordan Lake, into which this watershed drains and from which everyone drinks, is impaired by excess nutrients-too much nitrogen and too much phosphorus, leading to too much algae and too many fish kills; that as mandated by the PEA, the Environmental Management Commission of North Carolina is drafting new rules to reduce the nutrient load of the lake; that Debates and negotiations will ensue before the rules are finalized and implemented; that according to the current calendar, the draft will not be released until January and the public comment period will last until April; that the EMC could not finalize new rules until at least September; and that the earliest the General Assembly could approve them is early 2007. She stated that it is not the right time to open this sensitive part of the watershed to more hard surfaces; that there are plans for many new residential developments that will all fertilize their lawns and golf courses and spray their treated wastewater on open fields, contributing to the nutrients flowing toward Jordan Lake; that wastewater treatment plants are responsible for some of the nutrients and will probably have to be retrofitted; that 68% of the nitrogen and 84% of the phosphorus come from sources that can not be so easily identified-runoff from land that has not absorbed the water, including impervious surfaces; that before decreasing the protection of Protected Area IV by invoking 10/70, it is better to wait until it is learned what will be necessary to repair the degraded source of drinking water; that the Orange Chatham Group of the Sierra Club would enthusiastically support this effort.

**Allison Weakley**, 311 Boothe Mountain Road, Chapel Hill, NC, stated that she is a biologist with a great interest in its environmental resources; that Jordan Lake is impaired; that she questioned why the County would enact regulations that would further endanger Jordan Lake; that the requirements fall short of that required to protect our water resources; and that the creeks at the Chatham Downs development have been compromised. She presented a map of an unnamed tributary just downstream from The Homestead which is attached hereto and by reference made a part hereof.

**Jean Handy**, 5103 Castle Rock Farm Road, Pittsboro, NC, stated that thought the 10/70 rule was typical for cities; that it is to transfer the decision making process to the developers; that she has been interested in preserving land under conservation easements and that good planning is necessary in order for this to work properly.

**Christie Boyce**, 23 Belmont Road, Pittsboro, NC, stated that those in Chatham County are lucky to be here because they have a chance to shape the future; that the mistakes neighboring counties have made can be seen by residents of Chatham who can choose not to repeat them; that the question becomes how to manage the growth that is at the doorstep to allow for shopping convenience and higher tax revenue without also acquiring the traffic headaches and destroying the history and natural beauty that presently defines the County; that opportunities for growth are coming; that each business will choose the most economically feasible choice; that if it is cheaper and easier to plow over the existing landscape and start from scratch, they will do so; that if it is cheaper to locate within the towns' boundaries, they will; that it is up to the Board to make their choice easy. She asked that the Board not allow the change in 10/70 zoning and not rob the towns of revenue by encouraging massive growth outside of the towns' boundaries where they will suffer all the traffic issues and reap none of the tax revenue. She stated that the towns will be what defines Chatham County; that this is not a growth verses no growth decision; that the businesses, builders, and industries want to be here and that it is the Board's job to point them in the direction of the towns. She asked that the Board vote to not change the present zoning plan stating that the change would only encourage growth in one area of the County while hurting other already needy area and balance is where the focus needs to be in order to be different and prosperous.

**Nick Robinson** 4885 Manns Chapel Road, Chapel Hill, NC, delivered four points in support of the proposed 10/70 amendment to the Watershed Protection Ordinance as follows:

1) The current ordinance, as it relates to the WSIV Protected Area, increases commercial sprawl; that under the current ordinance, a proponent of a commercial development is allowed to use up to 36% of its land for impervious surfaces; that the developer is required to acquire almost twice as much property as is needed for the commercial use and to leave 64% of the land undeveloped; that this requirement to tie up 64% of the land guarantees that when the property adjoining the first commercial development is ultimately developed for commercial purposes, it will inherently be that much further down the road; that this, in turn increases the likelihood of more and longer trips into and out of the highways, more fueled expenditure, more pollution and guarantees the failure of any plan to install mass transit; that with each subsequent development, the sprawling continues on down the highway and into the side streets and neighborhoods; that many more people will be living in the WSIV Protected Area watershed in the coming years; that businesses necessary to serve these folks will locate themselves nearby; that if the rule stays as it is, the likelihood is that such developments will take up more space and will stretch further up and down the highways and further into the side streets and neighborhoods. 2) The 10/70 Rule imposed stormwater management standards that are more strict than currently required. Thus, in order to qualify for this exception, a developer will have to prove that all of the required stormwater structures and enhanced buffers are installed. So there is little risk and great reward to the County by allowing reasonable commercial uses to be concentrated in places where they make sense. 3) The State Division of Water Quality's model ordinance contemplates use of the 10/70 Rule in WS IV Protected Areas. That is, the Environmental Management Commission recognized that with certain increases in stormwater control standards, use of a 10/70 rule is a moderate approach. In fact, the model ordinance allows 100% of a watershed district to be developed with up to 70% impervious so long as certain practices and safeguards are implemented. Implementing the 10/70 rule can be good, sound stewardship when one knows that commercial development is coming. 4) A huge percentage of the County already has the 10/70 rule. Those who own land in the WS-IV watershed should rightfully ask why their land should be treated so differently. He stated that he believes that the 10/70 rule is a measured, sensible, reasonable step to take given the County's fortunate position in the Triangle Area.

**Ken Tunnell**, 282 Moore Mountain Road, Pittsboro, NC, representing the Haw River Assembly, stated that they believe it would be detrimental to water quality in Jordan Lake and the Haw River to allow use of the 10/70 "built-upon" option for this watershed; that allowing 70% impervious surface area for 10% of properties would increase polluted runoff into nearby streams; that research has shown repeatedly that greater than 10% impervious surfaces degrade receiving streams; that the current limit of 36% density is already far higher than that; that this rule would allow 13,438 acres to be developed at 70%; that this proposal comes at a time when Chatham County should be finding new ways to reduce polluted runoff from storm events; that Jordan Lake has been listed by North Carolina as "impaired" by excessive algae growth due to nutrient pollution; that there will soon be new rules passed by the state under EPA mandate to reduce this pollution from all sources-including residential, industrial and agricultural-in all counties and cities that are part of this watershed; that these are the same kind of rules that are in effect on the Neuse and Tar-Pamlico Rivers to reduce nutrient pollution in those watersheds; that in addition, the NC Rules Review Commission has finally approved the original EMC Phase II Stormwater Regulations that include Chatham County as one of the rapidly "urbanizing" counties; that there will be new requirements for best management of stormwater running off impervious surfaces to slow down its destructive impact on streams; that this is not the time to be adding new sources of pollution by increasing the percentage of impervious surfaces in this already troubled watershed; that the natural resources are too important to all for drinking water, recreation, and a place where everyone wants to live with their families. He urged the Board to deny adoption of the 10/70 option.

**Randolph Voller**, 21 Randolph Court, Pittsboro, NC, stated that growth is not an "if" question, but a question of "how"; that the 10/70 rule will be difficult to manage; that this would require hiring extra employees; that the first duty is to the small business owner; that there are still a lot of businesses that have 2-25 employees; and that small businesses will be here for a lot longer than the bigger box stores. He urged cooperation between all the boards.

**William Sommers**, 1027 Fearrington Post, Pittsboro, NC, stated that the practical results of the 10/70 will be costly; that stormwater run-off will be increased; that Chatham

County must manage stormwater runoff under Phase 2 guidelines; that Chatham County has no stormwater ordinance; and that there is no urgent necessity for this plan at this time.

**Mark Barroso**, 110 Persimmon Hill, Pittsboro, NC, stated that he represents Chatham First; that it is confusing why the Board would rush into a proposal of this nature; that the County does not have a plan for well-placed density; that present and future citizens should know where the large commercial development should be; and that the County does not want the problems of Durham, Cary and Raleigh in North Chatham.

**Pete Crawford**, 1152 Gallup Road, Chapel Hill, NC, stated that he was uncertain of the logic of saying that it was better to have a solid mass of block development rather than a buffer; that the streams that drain into the Jordan Lake watershed are severely impacted by the extreme upgrade in impervious surface that is allowed by 10/70; that allowing for the proposed increase of impervious construction would increase the two-year storm flow by over 300%; that this would be a huge impact to the streams; that because typical stormwater controls, if implemented at all, are limited to a fraction of a two-year storm event this would have little impact in reducing the surge on the streams; that it is clear that such impact would cause severe stream erosion in order of thousands of tons of sediment flowing annually down streams; and that this would be a long term impact that is difficult and very expensive to repair, if it could be repaired at all, leaving aquatic habitats destroyed and impacting the lake in terms of sediment and pollution. He recommended that the Board take the time to research and consider this decision carefully.

**Liz Cullington**, 390 Rocky Hills Road, Pittsboro, NC, stated that consideration to adopt the 10/70 rule with the WS IV Protected Area should be considered separately from any specific development proposal. She asked the Board to not apply this rule to the watershed and to not revisit it at the request of a specific applicant.

**Gerald L. Featherstone**, 117 Penna, Pittsboro, NC, stated that he is worried about degrading streams in one of the major watersheds in the State of North Carolina. He stated that there are already serious problems at Jordan Lake. He urged the Board to think about the legacy they are leaving stating that the protection of drinking water is one of the top interests of the public; that the Board needs to be mindful of run off from all streams into the watersheds; that problems the County has need to be solved; and that the Land Use Plan needs to be utilized; and that the western part of the County needs to be thought about.

## **PLANNING AND ZONING**

### ***Zoning and Ordinance Amendments:***

**Request for B-1 Conditional Use District with Conditional Use Permit for Veterinary Clinics:** Consideration of a request by Sandy Pond Enterprises, LLC for a B-1 Conditional Use District with a Conditional Use Permit for veterinary clinics and hospitals with dog runs or equivalent facilities and for a dog boarding facility, on approximately four acres, located on the north east corner of US Highway #15-501 and Vickers Road, SR #1719 in Williams Township

Commissioner Emerson moved, seconded by Commissioner Cross, to adopt **An Ordinance Amending the Zoning Ordinance of Chatham County**, attached hereto and by reference made a part hereof. The motion carried four (4) to zero (0).

Commissioner Emerson moved, seconded by Commissioner Barnes, to adopt **Resolution #2005-60 Approving an Application for a Conditional Use Permit for a Request by Sandy Pond Enterprises, LLC**, attached hereto and by reference made a part hereof. The motion carried four (4) to zero (0).

## **BOARDS AND COMMITTEES**

**Human Relations Commission:** Consideration of a request to appoint a member to the Human Relations Commission by Commissioner Emerson (1)

Commissioner Emerson moved, seconded by Chairman Morgan, to appoint Jennifer Scotton, 131-A Fletcher Siler Road, Siler City, NC, to the Human Relations Commission. The motion carried four (4) to zero (0).

**Chatham County Fair Association:** Consideration of a request to appoint a Commissioner to the Chatham County Fair Association

This item was deferred until a later date.

**Recreation Advisory Board:** Consideration of a request to appoint a member to the Recreation Advisory Board by Commissioner Barnes

This item was deferred until a later date.

### MANAGER' S REPORTS

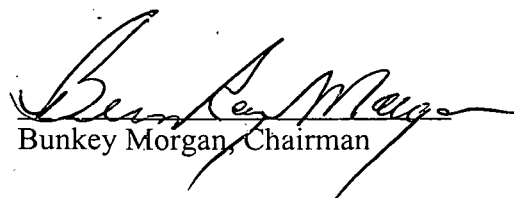
The County Manager stated that he would e-mail the Board several dates from which to choose a mutually agreeable annual summit date.

### COMMISSIONERS' REPORTS


Chairman Morgan stated that he and Commissioner Emerson had gone to talk with the Town of Cary; that they had a keen sense of working together; that staff has been challenged by the County and Town Managers to come up with ideas of how to address this issue; that there will be public meetings; that everyone will represent the Board not just Commissioner Barnes; that staff will return to the Commissioners at which time they will be challenged with what they would like to see; that two public meetings will be held; that a joint public hearing will probably be held with Cary; that public hearings will be held on both sides; that there are no time limits, but he hoped that this will come to fruition by summertime.

### ADJOURNMENT

Chairman Emerson moved, seconded by Commissioner Cross, to adjourn the regular meeting. The motion carried four (4) to zero (0), and the meeting was adjourned at 11:37 PM.

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners

DATE 11/02  
 TIME 14:14  
 USER TINA

BOARD REVIEW OF COMPLETED RECEIPTS REPORT  
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DEPOSIT DATES 10/01/2005 THROUGH 10/31/2005

TAX YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2000	MILLER STEVEN R	10/11/2005	396692 105	15.40					CORRECT ACREAGE PER MR
** YEAR TOTALS **				15.40					
2001	MILLER STEVEN R	10/11/2005	516557 105	34.37					CORRECT ACREAGE PER MR
** YEAR TOTALS **				34.37					
2002	JIMMERSON STEVEN DONALD	10/07/2005	589046 107		3.13				MOVED TO MICH
2002	JIMMERSON STEVEN DONALD	10/07/2005	589047 107		3.53				MOVED TO MICH
2002	JIMMERSON STEVEN DONALD	10/07/2005	589048 107		26.49				MOVED TO MICH
2002	JOHNSON TIMOTHY R	10/20/2005	602249 107		86.89				MH DBSLT W/52150
2002	MEDICRAFT JAMES RODERICK	10/31/2005	600340 105		9.65				MOVED OUT OF COUNTY 7/
2002	MILLER STEVEN R	10/11/2005	620193 105	34.63					CORRECT ACREAGE PER MR
** YEAR TOTALS **				34.63	129.69				
2003	DARK GERALDINE TAWANIA	10/31/2005	768649 101	35.31					MH NOT 98 (89) PER KIM
2003	HANZEL ROY EMERY	10/06/2005	693055 107		41.97				RELEASED PER FRANCES
2003	HAUGHT RICHARD	10/06/2005	698608 107		23.31				RELEASE PER FRANCES
2003	IVES DEAN E	10/10/2005	704248 107		120.44				SOLD IN 2002
2003	JIMMERSON STEVEN DONALD	10/07/2005	693081 107		3.11				MOVED TO MICH
2003	JIMMERSON STEVEN DONALD	10/07/2005	693082 107		3.88				MOVED TO MICH
2003	JIMMERSON STEVEN DONALD	10/07/2005	693083 107		26.27				MOVED TO MICH
2003	MEDICRAFT JAMES RODERICK	10/31/2005	746427 105		9.86				MOVED OUT OF COUNTY 7/
2003	MILLER STEVEN R	10/11/2005	754374 105	35.74					CORRECT ACREAGE PER MR
** YEAR TOTALS **				71.05	228.84				
2004	BAILEY APRIL LYNN	10/06/2005	903311 107			9.75			TRANSF OUT/TO WAKE CO
2004	BOWLING DAVID ANTHONY	10/20/2005	824392 107		18.35				DBLST WITH HN CARPENTE
2004	BRIM ANNIE MAY GOLDSTON	10/13/2005	818865 104					115.00	MH VACANT SINCE 2002
2004	DARK GERALDINE TAWANIA	10/31/2005	841197 101		235.09				MH NOT 98 (89) PER KIM
2004	DARK GERALDINE TAWANIA	10/31/2005	1005278 101		196.25				MH NOT 98 (89) PER KIM
2004	ESPEJO SEVEREANO	10/21/2005	830500 201		12.78				REBILL TO ACCT# 122806
2004	HANTGAN ROY RUSSELL	10/10/2005	898364 107			90.63			SHOULD BE FORSYTHE
2004	IVES DEAN E	10/10/2005	833711 107		120.44				SOLD IN 2002
2004	MCKEEVER MICHAEL J	10/06/2005	833726 107		25.01				MOVED OCNTY 2003
2004	MEDICRAFT JAMES RODERICK	10/31/2005	832960 105		8.90				MOVED OUT OF COUNTY 7/
2004	MILLER STEVEN R	10/11/2005	857009 105	35.98					CORRECT ACREAGE PER MR
2004	MUCKENFUSS SUSAN MENDRICK	10/31/2005	824207 107		7.69				MOVED TO GEORGIA
2004	PHASE II CONSTRUCTION	10/27/2005	919451 104			115.77			VEH IN LEE CO/TRANSF
2004	WHITE MICHAEL L	10/26/2005	854506 101		66.44				DBLSTED/W ACC# 0017142
2004	WHITE RANDY CHARLES	10/27/2005	823883 101		78.41				SITUS IN BRUNSWICK CO
** YEAR TOTALS **				35.98	769.36	216.15		115.00	
2005	LIBERTY CHAPEL UNITED	10/06/2005	987054 105	186.84					DBLSTED/W 0011302/MARY
2005	LIBERTY CHAPEL UNITED	10/06/2005	987056 105	188.21					DBLSTED/W 0011302/MARY
2005	WHITE FRANKLIN D DR ESTATE	10/14/2005	1005056 106	467.09					REBILL AS ROLLBACK
2005	LIBERTY CHAPEL UNITED	10/06/2005	987057 105	194.22					DBLSTED W 11302 PER MA
2005	WHITE FRANKLIN D DR ESTATE	10/14/2005	1005055 106	461.22					REBILL AS ROLLBACK

DATE 11/02  
 TIME 14:14  
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DEPOSIT DATES 10/01/2005 THROUGH 10/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	ADAMS RONALD DOUGLAS	10/25/2005	994162	107			45.78			WRONG VALUE ON AUDI QU
2005	BETHKE DANIEL GLENN	10/28/2005	993942	107			17.66			NOT AN ANTIQUE
2005	BIBB SHELLY ANN	10/05/2005	998059	107			66.12			SHOULD BE DURHAM COUNT
2005	BONASERA SUSAN PAULETTE	10/26/2005	997935	109			70.97			TAGS TURNED IN 10/4/05
2005	BROACH ANGELA KAREN	10/03/2005	996438	106			6.08			HAS 108475 MILES
2005	BROWN JAMES SCOTT	10/05/2005	929762	107			3.74			TAG TURNED IN 9/30/05
2005	BROWN JAMES SCOTT	10/05/2005	994365	107			4.03			TAG TURNED IN 9/30/05
2005	CLARK MICHAEL JOHN	10/07/2005	996414	106			142.41			IN MILITARY TEXAS
2005	COLEMAN DEATRICE LONG	10/17/2005	997480	107			9.43			HAS HIGH MILES
2005	COMMONS AMANDA OWENS	10/14/2005	1001402	110			6.64			SITUS IN RANDOLPH CO
2005	DETWILER LISA ROSS	10/07/2005	994861	107			5.58			PER NADA
2005	EDWARDS PETA-GAYE ELIZABETH	10/17/2005	997060	109			71.45			REGISTERED IN CALIFORN
2005	FOBERT JOSEPH	10/04/2005	994309	107			144.60			VEH SITUS ORANGE CO
2005	GILBERT KIMBERLY FRANKLIN	10/21/2005	1005044	107			13.56			LISTED AS 4-W SH BE 2
2005	JONES TRENT CONROY	10/28/2005	994769	202			2.48	5.00		NOT IN CITY LIMITS
2005	LIBERTY CHAPEL UNITED	10/06/2005	987058	105	195.58					DBLSTED W 11302 PER MA
2005	MCLAURIN TIMOTHY LEE	10/17/2005	1000856	113			22.56			WRONG VALUE ON MOWER T
2005	MCLEMORE JUDY KAY	10/27/2005	937943	111			132.78			MILITARY/HOR IS FLORID
2005	RAYMOND BRADY BUILDERS	10/12/2005	934955	113			11.11			SITUS IS RAND CO/TRANS
2005	RENDALL CHRISTOPHER GALEN	10/25/2005	937248	107			32.73			TAG TURNED IN 8/24/05
2005	ROSCOE JEFFREY VAUGHN	10/24/2005	993908	104			84.59			TAGS TURNED IN 7/15/05
2005	SILBAJORIS ROBERT ANTHONY	10/13/2005	996978	107			5.47			HIGH MILEAGE
2005	SILBAJORIS ROBERT ANTHONY	10/13/2005	997588	107			3.02			HIGH MILEAGE
2005	STAMM DANIEL KENNETH	10/14/2005	932941	107			6.28			ANTIQUE CAR
2005	STEENSON GEORGE DAVID	10/10/2005	936302	106			14.32			WRONG VALUE ON MAGI TL
2005	STINSON CAROLYN JONES	10/17/2005	1002658	103			8.05			WRONG VALUE/HIGH MILEA
2005	TRENNER JAMES EDWARD	10/05/2005	988380	109			8.74			HIGH MILEAGE ON FORD W
2005	WHITE FRANKLIN D' DR ESTATE	10/14/2005	1005054	106	470.35					REBILL AS ROLLBACK
2005	ALSTON RAYMOND J	10/21/2005	964048	106	136.63				115.00	MH VALUE CHG BOARD E &
2005	ALSTON RAYMOND JUNIOUS	10/20/2005	993090	106		94.36				VALUE CHG PER BOARD E
2005	BEAL ANGELIA RENE	10/24/2005	1001553	113			134.60			VEH IN RAND CO/TRANSF
2005	BEASLEY MARVIN EUGENE	10/19/2005	1000786	107			38.84			WRONG VALUE ON ENCLOS
2005	BENDER THOMAS KENNETH	10/31/2005	1002777	113			6.67			HIGH MILES 38313
2005	BLAKE OLLICE KIRBY	10/20/2005	953515	202		29.97				VALUE CHG PER BOARD E
2005	BLEYMAN ANNE	10/20/2005	961309	106	12.10				115.00	NO MH ON PROP
2005	BOWLING DAVID ANTHONY	10/20/2005	944824	107		15.32				DBLST WITH HN CARPENTE
2005	BRADY EVON COX	10/24/2005	1003910	101			77.98			SHOULD BE RANDOLPH
2005	BRIDGES MARTIN LUTHER JR	10/17/2005	1001745	109			140.67			SHOULD BE WAKE
2005	BRIM ANNIE MAY GOLDSTON	10/13/2005	939529	104					115.00	MH VACANT SINCE 2002
2005	BROWN BERYL ALEXANDER	10/14/2005	1000096	107			59.21			CAMPTER TRL 29' CLASS
2005	BURNS ATHALENE R	10/07/2005	941640	106	81.73					CORRECT ACREAGE PER TC
2005	CARDEN SARA	10/20/2005	953512	107		3.53				VALUE CHG PER BOARD E
2005	CARDEN SARA	10/20/2005	953513	106		59.32				VALUE CHG PER BOARD E
2005	CARNIVORE PRESEVATION TRUST	10/20/2005	941822	100					149.00	1 RESIDENT ON PROP
2005	CARNIVORE PRESEVATION TRUST	10/20/2005	1005158	100					34.00	PRIVATE HAULER
2005	CHATHAM COUNTY GROUP HOMES INC	10/25/2005	980789	103	556.57					TAX EXEMPT
2005	CHATHAM CREATIVE ARTS INCUBATO	10/21/2005	960139	202	971.62					EXEMPT PER BOARD OF E
2005	CHATHAM CREATIVE ARTS INCUBATO	10/21/2005	960140	202		14.37				EXEMPT PER BOARD OF E
2005	CHATHAM CREATIVE ARTS INCUBATO	10/21/2005	960141	202		10.27				EXEMPT PER BOARD OF E
2005	CHATHAM CREATIVE ARTS INCUBATO	10/21/2005	960142	202	932.13					EXEMPT PER BOARD OF E
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980873	202	58.36					TAX EXEMPT
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980875	202	58.36					TAX EXEMPT

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BOARD REVIEW OF COLLECTED RECEIPTS REPORT  
 CHATHAM COUNTY

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 LOG# CL2182

DEPOSIT DATES 10/01/2005 THROUGH 10/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980878 202	58.36					TAX EXEMPT
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980879 202	58.36					TAX EXEMPT
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980880 202	58.36					TAX EXEMPT
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980881 202	58.36					TAX EXEMPT
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980882 202	58.36					TAX EXEMPT
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980883 202	58.36					TAX EXEMPT
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980884 202	58.36					TAX EXEMPT
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980885 202	58.36					TAX EXEMPT
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980886 202	58.36					TAX EXEMPT
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980887 202	58.36					TAX EXEMPT
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980888 202	58.36					TAX EXEMPT
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980889 202	58.36					TAX EXEMPT
2005	CHATHAM HABITAT FOR HUMANITY	10/21/2005	980890 202	7.61					TAX EXEMPT
2005	CHEEK CHARLES LEE	10/24/2005	1004709 103			118.26			VAL KEY'D IN ERROR
2005	CLARK MARK A	10/07/2005	957152 107		3.62				DOES NOT OWN
2005	COOPER K W	10/18/2005	956885 106	40.73					02 TRANSF/PER TERESA
2005	CRUTCHFIELD ANNIE MARIE	10/27/2005	942869 109	172.52					SCE NOT GIVEN
2005	CRUTCHFIELD WILLIAM AARON	10/26/2005	939524 107					115.00	REL 1 SWFEE 115.00
2005	DARK ANNIE BELL ETAL	10/13/2005	955034 106	28.57				81.00	MH BURNED
2005	DARK GERALDINE TAWANIA	10/31/2005	960530 101		12.36				MH NOT 98 (89) PER KIM
2005	DAVIS VANCE	10/20/2005	952820 107		16.18				VALUE CHG PER BOARD E
2005	ELIXSON JIMMY EUGENE	10/26/2005	1005219 107			31.99			SHOULD BE LEE COUNTY
2005	FIELDS DORIS WELCH	10/20/2005	943769 101		25.28				VALUE CHG PER BOARD E
2005	FOUST MICHAEL KEMP	10/20/2005	977834 109		30.97				VALUE CHG PER BOARD E
2005	FREAR LORI ANN	10/26/2005	1000737 104			115.10			WRONG VALUE ON HC 1997
2005	GALLOWAY RIDGE INC	10/05/2005	961932 107					4485.00	HSES COMPLETE 6-05
2005	GARNER ROGER STEPHEN	10/17/2005	1003731 111			34.58			2004 VAL 4336 RED 10%
2005	GAYTON JOSE	10/20/2005	992847 107		3.63				VALUE CHG PER BOARD E
2005	GRIFFIN LACY	10/07/2005	999375 112		1.31				SITUS IN 106
2005	GRIFFIN LACY	10/07/2005	999376 112		.02				SITUS IN 106
2005	HARRIS BOYD SCOTT	10/20/2005	982903 103		14.53				VALUE CHG PER BOARD E
2005	HINSON DAVID H & JOYCE B	10/20/2005	968135 101		4.70				VALUE CHG PER BOARD E
2005	HURST LLOYD WILLIAM	10/20/2005	949692 107		15.68				VALUE CHG PER BOARD E
2005	IVES DEAN E	10/10/2005	953568 107		112.02				SOLD IN 2002
2005	JOHNSON WILLIAM DEAN	10/20/2005	944680 103		15.04				VALUE CHG PER BOARD E
2005	JOHNSTON JAIME WALLIS	10/17/2005	1002791 201			33.33			IN COUNTY NOT CITY
2005	JONES UNA WILLIAM &	10/13/2005	968977 105					115.00	IMPRVT #3 UNINHABITABL
2005	JUSTICE GINA	10/20/2005	950110 101		14.98				VALUE CHG PER BOARD E
2005	KELLY BOBBY	10/20/2005	983907 107		34.51				VALUE CHG PER BOARD E
2005	KLEISNER ROBERT ANTONE	10/19/2005	945609 113		30.09				IN RANDOLPH WITH SON
2005	KLEISNER ROBERT ANTONE	10/19/2005	945610 113		3.67				IN RANDOLPH WITH SON
2005	KUYKENDAL WILLIAM B	10/03/2005	966997 107		31.44				DBLST WITH 16726
2005	LEE KATHRYN H	10/04/2005	986642 109					115.00	REL 115.0/NO DWELL
2005	LIBERTY CHAPEL UNITED	10/06/2005	976275 105	423.46					CORRECT LAND VALUE/MAR
2005	LIBERTY CHAPEL UNITED	10/06/2005	976276 105	282.05					DBLSTED/W 0011274/MARY
2005	LOPEZ MARIA LUISA	10/11/2005	963469 106		132.15				DBLSTED/W ACC# 1222840
2005	MAHALAK MICHAEL L	10/20/2005	986390 202		24.65				VALUE CHG PER BOARD E
2005	MAYES ELEANOR J	10/21/2005	953577 107		6.64				MOVED TO SC IN 2004
2005	MCCOWAN KRISTINA MARIE	10/24/2005	1004568 107			88.30			SHOULD BE DURHAM COUNT
2005	MCDANIEL TRAVIS LAMAR	10/20/2005	943727 107		22.44				VALUE CHG PER BOARD E
2005	MCKEEVER MICHAEL J	10/06/2005	953581 107		20.96				MOVED OCNTY 2003
2005	MEASAMER MARIJO TYSON	10/20/2005	984121 106		61.50				VALUE CHG PER BOARD E



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BOARD REVIEW OF COMPLETED RECEIPTS REPORT  
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DEPOSIT DATES 10/01/2005 THROUGH 10/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	MEDICRAFT JAMES RODERICK	10/31/2005	952861 105		7.60				MOVED OUT OF COUNTY 7/
2005	MINTER FRANK JR	10/20/2005	1004065 105			17.77			HIGH MILES 108896
2005	MITCHELL LOIS	10/20/2005	970656 107		27.10				VALUE CHG PER BOARD E
2005	MOORE JOHN LEXIE	10/20/2005	970821 101		46.97				VALUE CHG PER BOARD E
2005	MORECI ELAINE KING	10/20/2005	945041 105		23.28				VALUE CHG PER BOARD E
2005	MORRIS CLARENCE	10/20/2005	992856 107		11.32				VALUE CHG PER BOARD E
2005	MORRIS CLARENCE	10/20/2005	992855 106		16.22				VALUE CHG PER BOARD E
2005	MORRIS CLARENCE	10/20/2005	1005191 107		7.42				REMOVE LATE LIST
2005	MORRIS CLARENCE C &	10/20/2005	982323 101		1.11				VALUE CHG PER BOARD E
2005	MORRIS CLARENCE C &	10/20/2005	982325 101		21.74				VALUE CHG PER BOARD E
2005	MOSER ELVIS J	10/28/2005	947196 104	70.03					1990 SW REPO BY OAKWOOD
2005	MOULDER GEORGE B	10/17/2005	960911 107		4.98				NOW IN KENTUCKY
2005	MUCKENFUSS SUSAN MENDRICK	10/31/2005	944652 107		6.42				MOVED TO GEORGIA
2005	MURRAY KENNETH HAROLD	10/24/2005	1004794 113			36.02			SHOULD BE RANDOLPH
2005	NOBLES LEON BRAY LIFE ESTATE	10/13/2005	960186 103					115.00	HSE VACANT 2 YEARS
2005	OLAH ROBERT D	10/17/2005	993003 107		3.00				WRONG YEAR SH BE 1983
2005	PALMER LEE EDWARD	10/04/2005	971394 103	321.44					REBILL DW ACCT# 122064
2005	PURYEAR CARLTON WINN JR	10/18/2005	1004186 107			142.04			IN MILITARY/LES ON FIL
2005	RAMBHARAT BHOJNARINE RICKY	10/28/2005	1001656 107			89.55			SHOULD BE DURHAM/OWNER
2005	RIGGS JEFFREY &	10/20/2005	983908 103		14.95				VALUE CHG PER BOARD E
2005	SMITH DAVID WAYNE	10/14/2005	1002675 110			22.23			SITUS IN RANDOLPH CO
2005	SMITH GERALD R	10/20/2005	973441 106		8.51				VALUE CHG PER BOARD E
2005	SMITH HENRY GENE JR	10/18/2005	1000488 101			13.34			HIGH MILES 91,000
2005	STALEY GEORGE MARCUS	10/28/2005	1004747 110			2.79			SHOULD BE RANDOLPH
2005	STONE TINA WILSON	10/26/2005	1002873 101			8.70			HIGH MILES 150,000
2005	STUART DOUGLAS PAUL	10/31/2005	963658 202		1.79				DBLST 988647
2005	SUITS RICHARD KENT	10/20/2005	950762 109		18.38				VALUE CHG PER BOARD E
2005	TAVANA SAEED ELIJAH	10/20/2005	999771 107			21.32			WRONG VALUE ON MERZ CO
2005	TIRADO ANTONIO	10/20/2005	956565 107		4.43				VALUE CHG PER BOARD E
2005	TRIANGLE LAND CONSERVANCY	10/21/2005	976421 106	858.13				115.00	EXEMPT PER BOARD OF E
2005	TRIANGLE LAND CONSERVANCY	10/21/2005	976428 106	1.68					EXEMPT PER BOARD OF E
2005	TRIANGLE LAND CONSERVANCY	10/21/2005	976429 106	4.21					EXEMPT PER BOARD OF E
2005	TROTT CATHERINE GRACE	10/17/2005	1004757 107			6.74			HIGH MILES 40,000
2005	TRUELOVE HAROLD E	10/14/2005	951217 105		62.55				MH DBLST W/M2987
2005	TYSON R MICHAEL H	10/05/2005	947077 107		550.19			115.00	65% COMPL JANUARY
2005	VANHOOSE GREGORY CHARLES	10/24/2005	1004813 107			17.28			SHOULD BE RANDOLPH
2005	WADFORD CYNTHIA C	10/27/2005	947083 107		364.12			81.00	CORRECT LISTING IMPV 2
2005	WALBURN MYLES HUGH	10/26/2005	1004408 107			36.79			OWNER SAYS RETAIL 12,0
2005	WARFLE JAMES R	10/20/2005	983044 103		.35				VALUE CHG PER BOARD E
2005	WATSON CLYDE THOMAS	10/18/2005	1004328 101			24.56			WRONG VALUE ON BUICK M
2005	WELCH JAMES ROBERT	10/14/2005	999659 202			7.53			TAG TURNED IN 6/8/05
2005	WHITE FRANKLIN D DR ESTATE	10/14/2005	1005053 106	627.65					REBILL AS ROLLBACK
2005	WHITE FRANKLIN D DR ESTATE	10/14/2005	1005057 106	354.82					REBILL AS ROLLBACK NOT
2005	WHITE MICHAEL L	10/26/2005	977018 101		107.86				DBLSTED/W 0017142
2005	WHITE RANDY CHARLES	10/27/2005	944323 101		72.19				SITUS IN BRUNSWICK CO
2005	WILKIE ASHLEY	10/20/2005	959262 103		23.70				VALUE CHG PER BOARD E
2005	WILLIAMS JAMES VANCE III	10/20/2005	952741 105		57.15				VALUE CHG PER BOARD E
** YEAR TOTALS **				9841.09	1351.98	2266.37	5.00	5865.00	
*** FINAL TOTALS ***				10032.52	2479.87	2482.52	5.00	5980.00	

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

# RESOLUTION

## HONORING THE SERVICE OF MARY ANN PERKINS

WHEREAS, in February 1974, Mary Ann Perkins began her career with the Chatham County Department of Social Services as an eligibility specialist; and

WHEREAS, after transferring to the Chatham County Health Department in 1981, she began her work as the assistant to the health director; and

WHEREAS, Ms. Perkins has worked with several health directors in her tenure as administrative assistant and clerk to the board of health; and

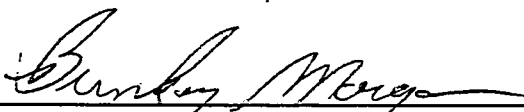
WHEREAS, Ms. Perkins played an integral role in helping the Chatham County Health Department become one of the first accredited health departments in the State of North Carolina in 2004; and

WHEREAS, as a person who can be counted on for her determination and insight into department needs, Ms. Perkins is a very valuable and respected member of the Health Department Administration team, and she will be missed by all of her colleagues for her important contributions to maintaining the integrity of the Health Department and its mission;


NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Chatham, North Carolina, that we do honor and commend Mary Ann Perkins for her for nearly 32 years of service to Chatham County; and

BE IT FURTHER RESOLVED that we extend our best wishes to Ms. Perkins on the occasion of her retirement.

Adopted this, the 21<sup>st</sup> day of November, 2005.

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, Clerk to the Board, CMC





AN ORDINANCE AMENDING THE ZONING ORDINANCE  
OF CHATHAM COUNTY

WHEREAS, the Chatham County Board of Commissioners has considered the application of Sandy Pond Enterprises, LLC to amend the zoning map of Chatham County to rezone the property described on Exhibit A attached hereto and incorporated herein by reference from RA-40, Residential-Agricultural District to CU-B-1, Conditional Use Business District and finds that the amendment is consistent with the comprehensive plans of Chatham County; and

WHEREAS, the Board finds that the uses set forth in the Application and incorporated herein by reference, if approved as a conditional use pursuant to the provisions of the zoning ordinance, would be suitable for the property proposed for rezoning under the conditions attached to the Conditional Use Permit;

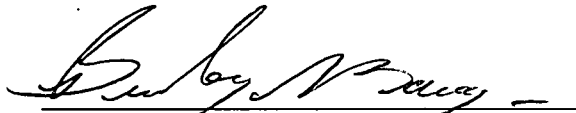
BE IT ORDAINED by the Board of Commissioners of Chatham County as follows:

1. The Application to rezone the property described in Exhibit A attached hereto and incorporated herein by reference and generally referred to as being approximately 4 acres located on the northeast corner of US Highway 15-501 and Vickers Road (SR 1719) be rezoned from RA-40, Residential-Agricultural District to CU-B-1, Conditional Use Business District be approved.

2. This ordinance shall become effective upon its adoption.

Adopted this 21st day of November, 2005.

CHATHAM COUNTY BOARD OF COMMISSIONERS

  
Bunkey Morgan, Chairman

ATTEST:


  
Sandra B. Sublett, CMC  
Clerk to the Board

EXHIBIT A

Property identified as a tax parcel #18637 and comprising approximately 4 acres.

A RESOLUTION APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT FOR A REQUEST BY SANDY POND ENTERPRISES, LLC.

WHEREAS, Sand Pond Enterprise, LLC, has applied to Chatham County for a conditional use permit for a certain tract or parcel of land containing approximately 4 acres on the northeast corner of U.S. Highway 15-501 and Vickers Road (SR 1719) for Veterinary Clinics and Hospitals with dog runs or equivalent facilities and for a dog boarding facility as indicated in the Application; and

WHEREAS the Chatham County Board of Commissioners, based upon the competent, substantial and material evidence in the record, including, without limitation, the Applicant's written materials, all of which are incorporated herein by reference, hereby finds as follows:

1. The use requested is among those listed as an eligible conditional use in the district in which the subject property is located or is to be located.
2. The requested conditional use permit is either essential or desirable for the public convenience or welfare.
3. The requested permit will not impair the integrity or character of the surrounding or adjoining districts, and will not be detrimental to the health, safety or welfare of the community.
4. The requested permit is consistent with the objectives of the Land Development Plan.
5. Adequate utilities, access roads, storm drainage, recreation, open space, and other necessary facilities have been or are being provided consistent with the County's plans, policies and regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CHATHAM COUNTY BOARD OF COMMISSIONERS as follows:

That a Conditional Use Permit be, and it hereby is, approved for the reasons hereinabove stated subject to the additional stipulations and conditions set forth hereinafter; and

BE IT RESOLVED FURTHER that the Chatham County Board of Commissioners hereby approves the application for the conditional use permit in accordance with the plan of Sandy Pond Enterprises, LLC attached hereto and incorporated herein by reference with specific conditions as listed below:

Stipulations Specific to the Application

1. A building permit shall be obtained within 18 months of the date of approval by the Board of County Commissioners and remain valid at all times or the conditional use permit becomes null and void.
2. Mature trees along the northern and north eastern boundary line shall remain and shall be supplemented with an additional variety of vegetation to create a 15 foot wide or wider Type A, Opaque landscape buffer. All other landscaping shall be as shown on the revised site plan, dated October 26, 2005 and shall also be a variety of plantings. Mature, existing trees shall remain on the property where practical. All required landscaping shall be installed prior to issuance of the certificate of occupancy for the structure. All landscaping shall be maintained properly and replaced if found dead or diseased.
3. Signage shall be as shown on the revised site plan. If illuminated, lighting shall conform to the draft Chatham County Lighting Ordinance.
4. Lighting shall conform to the draft Chatham County Lighting Ordinance
5. A 25 foot wide permanent cross access with a 10 foot wide temporary construction easement on either side or temporary construction easement(s) as necessary to construct the connection to the common boundary line of the Bobby Arrington property, parcel #18909 shall be designated on a revised site plan prior to issuance of a building permit for the structure. Legal instruments shall be recorded so that if and when parcel #18908 is developed, access shall be allowed. All cost associated with said connection shall be the responsibility of the adjacent property owner.
6. All required local and state permits, i.e. NCDOT commercial driveway permit(s), NCDENR erosion control permit, NCDWQ septic permit, etc., must be obtained and a copy furnished to staff prior to issuance of a building permit for the structure.
7. Phase A will allow the boarding of no more than 30 animals. No animals shall be housed outside overnight. All animals shall be supervised at all times when outside the structure.
8. All noise abatement measures and odor control measures as outlined in the application booklet, dated 6/10/05 must be utilized.
9. Any dumpster/waste areas must be screened from all adjacent property owners.
10. It is requested that the applicant and Travis Blake, adjoining property owner, discuss the issues regarding relocation of the parking area along the northern

boundary line and if an agreement is reached, that it shall be shown on the revised site plan to be furnished to staff prior to issuance of a building permit.

Stipulations Specific to the Development

11. Watershed Management. A detailed watershed protection plan for the entire project area which shall include impervious surface calculations and a monitoring plan to assure compliance with the maximum impervious surface area allowed herein shall be approved by the Planning Department prior to issuance of a Zoning Determination Permit. Prior to issuance of a Certificate of Occupancy, the developer shall submit evidence satisfactory to the Planning Department of compliance with the approved plan.
12. Utility and Access Easements. Easement documents as required by the County for any public utilities used or furnished to the project area shall be recorded prior to issuance of a Zoning Determination Permit.

Stipulations Regarding Required Improvements

13. Erosion Control. An erosion and sedimentation control plan if required shall be approved by the North Carolina Department of Environmental Health and Natural Resources, or other authorized regulatory agency, and said approval submitted to the Planning Department prior to issuance of a building permit.
14. Silt Control. The applicant shall take appropriate measures to prevent and remove the deposit of wet or dry silt on adjacent paved roadways.
15. Appeal. The County shall be under no obligation to defend any action, cause of action, claim, or appeal involving the decision taken herein. In the event a response is authorized by the County concerning this resolution, or any action to enforce the provisions hereof, the applicant, its successors or assigns shall indemnify and hold the County harmless from all loss, cost or expense, including reasonable attorneys fees, incurred in connection with the defense of or response to any and all known or unknown actions, causes of action, claims, demands, damages, costs, loss, expenses, compensation, and all consequential damages on account of or resulting from this decision. Nothing in this paragraph shall require the applicant to indemnify and hold the County harmless from any losses or costs associated with defense of the County's actions or procedures in considering and acting upon this application.
16. Fees. Applicant shall pay to the County all required fees and charges attributable to the development of its project in a timely manner, including, but not limited to,




utility, subdivision, zoning, building inspection, recreation and educational impact fees established from time to time.

17. Continued Validity. The continued validity and effectiveness of this approval was expressly conditioned upon the continued Determination with the plans and conditions listed above.
18. Non-Severability. If any of the above conditions is held to be invalid, this approval in its entirety shall be void.
19. Non-Waiver. Nothing contained herein shall be deemed to waive any discretion on the part of the County as to further development of the applicant's property and this permit shall not give the applicant any vested right to develop its property in any other manner than as set forth herein.

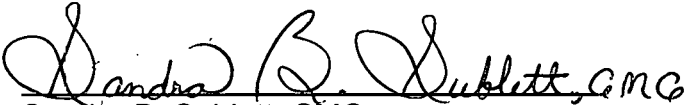
BE IT FURTHER RESOLVED that the Board of Commissioners of the County of Chatham hereby approves the application for a conditional use permit in accordance with the plans and conditions listed above.

Adopted this the 21<sup>st</sup> day of November, 2005.

CHATHAM COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC  
Clerk to the Board

**DECEMBER**

**MINUTES**  
**CHATHAM COUNTY BOARD OF COMMISSIONERS**  
**WORK SESSION**  
**DECEMBER 12, 2005**

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The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Henry H. Dunlap Jr. Building Classroom, located in Pittsboro, North Carolina, at 2:00 PM on December 12, 2005.

Present: Chairman Bunkey Morgan; Vice Chair, Tommy Emerson; Commissioners Patrick Barnes, Mike Cross, and Carl Outz; County Manager, Charlie Horne; County Attorney, Robert L. Gunn; Assistant County Manager, Renee Dickson; Finance Officer, Vicki McConnell; and Clerk to the Board, Sandra B. Sublett

The meeting was called to order by the Chairman at 2:00 PM.

The County Manager reviewed the Work Session Agenda.

**Work Session Agenda**

1. Recreation Advisory Update
2. Recreation Fees
3. Dissolution of Central North Carolina Contract
4. Discoveries – Kim Horton, Tax Administrator
5. Water System Update and Financing
6. Joint Planning Resolution with Cary
7. Project Ordinance(s)
8. Ag Advisory Update
9. Grants Work Update
10. Dates for Joint Meeting with CCCC Board of Trustees (open dates Feb. 2,7,8,9,13)
11. Other

**RECREATION FEES**

Renee Dickson, Assistant County Manager, reviewed the recreation fees recommendations for the County. She explained that the recreation fees were adopted in 2001; that they were collected by high school districts; that \$802,050 had been collected to date; that \$13,390 had been spent for the Southwest Park; that the current balance is \$788,660 with \$745,738 in the Northwest District.

Ms. Dickson stated that the Board had expressed a desire to transfer fees between districts to fund completion of the Southwest Park (restroom facility); that only \$135,000 of the \$788,660 is earmarked for recreation facilities (Bell's Landing); that staff estimates approximately \$2,500,000 will be collected within the next five years; and that the fee is based on "post-development value".

She recommended that the Board approve a "district-level park" for northeast, thus giving the County two district parks, to be included in the recommended Capital Improvements Plan, which will be distributed at the upcoming summit in January; that in line with the concept, they would like to redraw the district lines to follow the Northwood High School district (eastern) and combined Jordan-Matthews and Chatham Central High School districts (western); that they would recommend transferring funds to finish Southwest Park; that they would recommend averaging the fee across the district, instead of calculating the fee by neighborhood; that they would recommend amending the Subdivision and Mobile Home Ordinances to clarify that the recreation fee can be used for improvements, in addition to land purchase.

After considerable discussion, Chairman Morgan moved, seconded by Commissioner Outz, to adopt **Resolution #2005-61 Regarding Recreation Fees in Lieu of Dedication**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Commissioner Outz asked that the Finance Officer provide the figure that Wal-Mart pays in County sales and property taxes.

The Assistant County Manager distributed a draft copy of An Ordinance Amending the Subdivision Regulations of Chatham County and a draft copy of An Ordinance Amending the Mobile Home Ordinance of Chatham County stating that they would make it clear that the fees could be used for improvements in addition to land; that they will have to go through the public hearing process; and that they will return to the Board for a vote at a later date.

**Galloway Ridge at Fearington:**

Hugh Chapin, Chairman and President of Galloway Ridge at Fearington, stated that on December 2, 2005 in a meeting with the Chatham County Planning Department, Galloway Ridge, Inc., a North Carolina nonprofit and 501(c)(3) tax exempt continuing care retirement community ("CCRC"), located at 3000 Galloway Ridge, Pittsboro, North Carolina in Chatham County was informed by the Chatham County Planning Department of the possible levy of recreation fees by Chatham County on Galloway Ridge as a condition for final approval of Galloway Ridge's final plat; that it is estimated that the recreation fees levied against Galloway Ridge would equal \$250,000-300,000; that they object to paying this fee and believe that Galloway Ridge is not the type of real estate development that was contemplated nor should be expected to pay the recreation fee.

He stated that their reasoning for objection to paying this fee includes:

- ❖ There is a resident age restriction of not less than 65 and no children are allowed as residents, creating a population that will not use Chatham County recreational facilities
- ❖ At its own considerable expense, Galloway Ridge has constructed its own recreational facilities, known as the Duke Fitness Center, and walking trails for the use of Galloway Ridge residents, Fearington Village residents and other County residents, at no cost to Chatham County
- ❖ Although Galloway Ridge is a 501 (c)(3) tax exempt organization, it is paying real estate taxes to Chatham County with no demand on the schools and their recreational facilities or the other recreational facilities within Chatham County
- ❖ Galloway Ridge has entered into contracts with its residents without consideration of a recreation fee making it improbable if not impossible to pass such a fee onto its residents at this time, placing an undue burden upon Galloway Ridge's operating budget
- ❖ The recreational fee policy was established by Chatham County after Galloway Ridge had completed the planning approval/rezoning process with Chatham County

Mr. Chapin stated that as a tax exempt organization, Galloway Ridge is very mindful of its position in the Chatham County community and optimistic about its future ability to assist in terms of time, talent, and money in many projects of benefit to Chatham County as a whole; that Galloway Ridge has already established a community involvement committee of its board of directors to lead in this commitment; that in consideration of the unique qualities and demand for elder housing and care in general and in particular Galloway Ridge relative to Chatham County's recreational facilities, they respectfully believe that any planned recreation fees to be assessed by Chatham County to these organizations are unjust and unreasonable and they respectfully request that the Board make an exception for these communities.

Alan Baddour, stated that he wished to impress upon the Board the Recreation Advisory Committee's hope that the Board would consider including in the Capital Improvement Plan (CIP) for the upcoming year a northwest park for the County; that they

do not yet have a proposed site selected for the park; that as they are looking to do that for the next project, they feel that it would be helpful to have the Board's buy-in to the project and the plan; that it would help the Recreation Director and others in securing grants to have it listed in the CIP; and that it would also help in knowing that the County had started planning for how and where it would be spent.

The Chairman asked that staff consult with the County Attorney and return with a recommendation to the Board.

Chairman Morgan moved, seconded by Commissioner Emerson, to hold a public hearing on the proposed amendments concerning recreation fees to the Subdivision Regulations and the Mobile Home Ordinance at their January 17, 2006 Board of Commissioners' meeting. The motion carried five (5) to zero (0).

#### **Colvard Farms:**

Jeff Hunter, representing Colvard Farms, stated that before build-out, Colvard Farms was on tract to contribute approximately one million dollars per year to the property tax base; that this is a substantial contribution; that Colvard Farms requires few services other than a few school children and an occasional call to the Sheriff's Office because everything else is provided; and that he is seeking a fair and equitable consistent recreation fee policy. He distributed and explained a spreadsheet showing a comparison of recreation fees between Colvard Farms and Governor's Club. He stated that before July 1, 2005, Colvard farms was paying \$857 on a \$30,000 lot; that Governor's Club was paying the same amount; that since July 1, 2005, Colvard Farms' fee increased by 100%; that a \$60,000 lot was charged \$1,714 and in Governor's Club a \$42,500 lot was \$1,214; that Governor's Club increased by 41.67%; that they have been confused as to what the basis has been; that there is a substantial difference between the old rate and the new rate; that they are delighted to hear of the decision that has been made; that they think it is great to divide the County as has been proposed; that they are very much in favor of average rates; that they feel they are fair and equitable for everyone; that it is difficult to charge one group a particular rate one place then take that money and use it somewhere else in the County; that they would like to have a reimbursement, at a minimum, so that they are on par with the Governor's Club; that they do not see any justification as to why they pay so much more than what Governor's Club would pay if they had recorded a lot; and that they would appreciate a reimbursement from the County in the amount of \$20,500. A copy of the spreadsheet is attached hereto and by reference made a part hereof.

#### **LIBRARY**

The Assistant County Manager introduced Margaret Blanchard, Director of the Central North Carolina Regional Library, Linda Clark, Chatham County Library Director, Bruce Jones, President of the Friends of the Pittsboro Library, Cindy Edwards and Edith Calhoun who are members of the Chatham County Library Board. She expressed appreciation for their being in attendance and for their working so hard on this issue.

Ms. Dickson stated that Alamance and Chatham Counties became the Central North Carolina Regional Library in 1962 as an "authority"; that in 1988, Alamance and Chatham Libraries became part of their county governments; that the counties signed a contract for services; that Chatham reimburses Alamance County for regional expenses and direct costs; that the 1988 contract has not been updated; that staffs in both counties attempted to update the contract this year; that issues beyond the contract emerged; that a "fair" reimbursement Alamance County was not compensated for significant services to Chatham County [technology] and Chatham County paid for services not received nor valued; that Chatham has no authority or control over regional personnel under the current contract; that regional personnel have no authority over Chatham Staff; that Chatham is on the verge of major changes in library services; that realizing the seriousness of this issue, they wanted to be as deliberate and thoughtful as possible about resolving it; that they hired a library consultant who thoroughly reviewed the situation and presented several options; and that staffs in both counties have met numerous times and are of "one mind" about the recommendation.

She stated that their recommendation is by the Chatham County Library Board and staff in both counties; that they recommend Option B of the consultant's report (counties

continue to contract for shared services; that the Regional Library will be dissolved; that a six month's notice to State Libraries must be given; that the change should be virtually invisible to library patrons; that the counties could lose state library aid, but that seems unlikely; and that assuming no loss of aid, the budgetary impact on Chatham should be close to a wash.

Edith Calhoun thanked Linda Clark, Margaret Blanchard, and Renee Dickson for their hard work. She stated that Option B was the best solution for both counties; that the Library Board met this past Wednesday and, after hearing the presentation, agreed that this was the best way for the County to go; that there is still some work to be done; that the budget is close to being finished; and that she feels everyone will be happy with the end result.

Ms. Dickson explained the other options as follows:

- Option A: (recommended by consultant): Reform regional library authority;  
cede governance from counties
- Option C: Complete separation
- Option D: Form new alliance

After further discussion, Commissioner Emerson moved, seconded by Commissioner Cross, to approve Option B of the consultant's report, dissolve the Central North Carolina Regional Library System, effective July 1, 2006, and form the Chatham County Public Libraries, effective July 1, 2006. The motion carried five (5) to zero (0).

Chairman Morgan presented a plaque to Margaret Blanchard honoring her service as the Director of the Central North Carolina Regional Library.

#### **BREAK**

The Chairman called for a five-minute break.

#### **RESOLUTION BETWEEN CHATHAM COUNTY AND THE TOWN OF CARY**

The County Manager explained that various members of the Board of Commissioners had met separately with various members of the Cary Town Council. He distributed a resolution which he stated was the outcome of those discussions as they understand them.

Commissioner Barnes stated that he would like to have a resolution by the entire Board sent to Cary stating that there not be anymore annexation into Chatham County until everyone has reached a consensus as to what they want to do jointly with regard to zoning, etc.

Commissioner Cross stated that he did not feel that the resolution would stop Cary, from proceeding, but that he didn't think it would hurt anything to do it.

Commissioner Outz stated that if it helped the situation he would be in favor of tabling it.

Commissioner Cross stated that if Cary was serious about the partnership and planning that he could see them accepting it.

Chairman Morgan stated that he could not support the resolution until the Town of Cary was first notified.

Commissioner Emerson stated that perhaps the Board should table any action until the Town of Cary could be reached. He offered a tentative solution stating that the County Attorney draw up the resolution, and after having received final review by the Board, the Chairman would then present the resolution to the Mayor of the Town of Cary.

Chairman Morgan stated that he would make contact with the Town of Cary on Tuesday and would deliver it on Wednesday after the County Attorney had prepared the resolution.

The County Attorney prepared and read the new resolution.

Commissioner Barnes moved, seconded by Commissioner Emerson, to adopt **Resolution #2005-62 Supporting Joint Planning Between Chatham County and the Town of Cary**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Commissioner Barnes moved, seconded by Commissioner Cross, to adopt **Resolution #2005-63 Regarding Annexation by the Town of Cary Within Chatham County**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

### DISCOVERIES

Kim Horton, Tax Administrator, stated that in September, 2005, the Board heard requests from Donna and Teresa Stevens, Nelson and Sharon Bowers, and Lynn Mann/Manco Farm, Inc. asking to have penalties released that were discovered as part of the discovery process on the business personal property audits; that in addition, there has been another audit completed on Mr. Benner Henry Stinson, Jr.; that it was discovered that his business listing had been understated for the tax years 2002-2005 and no listing filed for tax years 2001 and 2000; and that Mr. Stinson would like to address the Board.

Mr. Stinson stated that he farmed in Goldston; that he raises chicken and beef cattle; that the taxes that he owes for the current year total \$5,953.00 which equates to \$115.00 per week in property taxes; that after the December meeting, he met with his accountant and got an extension for filing his taxes; that when the taxes were listed in January, there was approximately \$6,500.00 in back taxes; that there is a penalty of \$2,116.00; that he was then audited in June; that he thinks that he listed his taxes as they should have been listed; that the actual audit found extra things as shavings, diesel fuel, propane, tanks, paper towels, dishwashing detergent, etc.; that he owes the County \$12,500.00 that he had to pay before the end of the year; that in addition to that, there is a penalty; that this does not include the \$2,000.00 penalty; that he is asking the Board for leniency; that he wondered if the taxes could be paid and the penalty forgiven; that he was unaware that when the appraiser came, he thought that he would include the equipment with the chicken houses

The Tax Administrator reminded the Board that the tax bills would be past-due on January 6, 2006, that there will be interest on top of the taxes on the discoveries; that the interest is 2% the first month and  $\frac{3}{4}$  of 1% due the following months which is set by statute; and that all property not exempted by statute is taxable.

Commissioner Emerson stated that there were appraisal issues on equipment; that from agricultural appraisals, most often equipment is considered as a fixture; that when equipment is considered as a fixture, it should be valued in the facility from a professional appraisal respective; that the definition of a fixture gets "ify" and a fixture must be something that cannot move without defacing or damaging the value of the property; that if the equipment was removed, then the house would be devalued because it was no longer capable of generating income; that he can easily see where Mr. Stinson and the typical poultry farmer would not list equipment because they would assume that it would be part of the appraisal; that he thinks research needs to be done to see if the farmers in Chatham County are being treated the same way as those in Moore and Randolph Counties are being treated.

The Tax Administrator assured the Board that this was indeed the case and was being done on the tax assessment.

Charlie Bolton, Agricultural Advisory Committee Chairman, stated that he and Mr. Mann had appeared before the Board on November 7<sup>th</sup> asking that the interest and penalty on a discovery be forgiven on the issues of equipment and supplies; that the County Attorney had some legal concerns with regard to the request; that he would like to ask the Board to reconsider and approve it today; that he had talked with Shey Denning at the Institute of Government who informed him with regard to adjusting taxes is adjusting the penalty and interest on a discovery; that it can be done on a case-by-case basis; and that it would not set a precedent. He provided the General Statute for the Board to read to help decide the matter.

The County Attorney cautioned the Board that he did not think that a taxpayer or a group of taxpayers could be singled out for special treatment. He stated that he thought that it was a violation of the tax laws; that it would have to be done across the Board; that income taxes are different than property taxes, etc.; that there was a big assessment case before the State Board which is scheduled for a hearing in February; and that assuming that the County is going to win that case, if these penalties were released he didn't see how the Board could release them.

The County Manager stated that regardless of where the Board is on this matter, they are likely to get requests streaming in all the time if they do not do it consistently.

Commissioner Outz moved to waive the penalty and interest for farmers that were appraised improperly on the five individual cases before the Board.

The County Attorney stated that there is a General Statute that states that if the Board releases taxes when they should not, that they may be held personally liable and certain of the penalties and interest are considered to be taxes; and that the Commissioners would be at risk if they release them.

Commissioner Barnes stated that he sympathized with Commissioner Outz and with what has been requested; that he would have to go with what was legal; and that he would like to know if it can legally be done and what the consequences would be.

Commissioner Cross stated that when the Board met last time, he thought that the Board was waiting for a legal opinion; that he thought that that was why they did not finish it that day; and that he would like to help the farmers, but he would like a legal opinion before the Board votes on it.

Commissioner Emerson stated that he wants to help the farmers but does not want to violate the office to uphold the law. He asked the County Attorney if he was correct in stating that the request was not permissible by law.

The County Attorney stated that that was correct if the Board wanted to do it "blanket-wise"; that as he had advised previously, if the Board has a written policy that is adopted with proper standards, the Board can consider it on a case-by-case basis; that the motion, as he understands it, is to waive all of it; that this is where the Board could get into some personal liability; and the Board needs to keep in mind if they want to go back and reopen every case where someone has complained about a penalty in the last number of years.

Charlie Bolton explained that this thing started with the advent of the audits; that this is where farmers realized that they were not in compliance unlike other businesses that have always been audited; and that is why they feel that this would work in a short-term basis as this is where people realized that they were out-of-compliance and/or not listing properly.

Chairman Morgan asked if the Board could freeze action including interest after January 1<sup>st</sup> until a firm decision can be made.

The County Attorney stated that he did not feel that the Board could do this; that the taxpayer could go ahead and pay it under protest and request a refund which would leave it open and avoid the interest.

The Tax Administrator explained that there was a similar situation in the year 1996 where a farmer asked the Board to relieve the penalties; that the Board, at that time, approved it; that their office did not charge the penalty; that within a month or two, their office was flooded with requests for refunds from everyone; that they returned to the Board and that Board decided to reverse their decision and charged the penalty to that farmer; that since that time, they have taken that action by that Board as a precedent and charged the penalty; and that they have brought those since that time to the Board on an individual basis.

Commissioner Emerson asked a hypothetical question stating that if he didn't agree with the Board doing this because it was public money, could he file suit challenging the Commissioners equability to the tax payers.



The County Attorney explained that an attorney would advise to file suite against the Commissioners for illegally waiving a tax and ask that they have to pay it individually.

Commissioner Outz stated that he felt it would be better to waive the tax than to have a lot of people unemployed because of an empty building; that this applies to poultry people; that if they are continually taxed, they may give up and go out of business.

The County Attorney stated that he could empathize with those making appeals, however, the property tax laws have to be applied uniformly across the board according to the North Carolina Constitution.

Commissioner Barnes explained that he understands how they feel; that he wouldn't say that he agreed with the Tax Administrator all the time; that he doesn't have the solution; and that he would want the County Attorney to explain the legalities.

Chairman Morgan asked that the County Attorney provide a written opinion to be presented to the Board so that they may take action accordingly.

The Tax Administrator explained that in order for the farmers to claim the "farm credit" on their income taxes, they must pay by December 31, 2005. She also explained that the farmer can pay everything except the penalty and then, if it is subject to interest, it would be interest only on the penalty amount.

The motion died for lack of a second.

#### **RECREATION FEE**

Chairman Morgan moved, seconded by Commissioner Emerson, to accept staff recommendation that the recreation fees be averaged by district based on post development value and that said fees be set at \$926 for the eastern district and \$548 for the western district to be effective December 13, 2005. The motion carried five (5) to zero (0).

Chairman Morgan asked that the County Attorney provide a written opinion for relief of recreation fees for Galloway Ridge.

#### **UPDATING WATER SYSTEM**

Tim Carpenter, Hobbs, Upchurch & Associates, gave an update of Chatham County Water System Projects Updates "Additional Information for the Harnett County Water Supply Options". A copy of his presentation is as follows:

#### **ADDITIONAL CONSIDERATION OF OPTIONS FOR LONG TERM WATER SUPPLY (20 years)**

- Harnett County recently presented other considerations for the long-term supply of water to Chatham County, these options include the following:

Three options were presented:

- 6.0 MGD Supply
  - 10.0 MGD Supply
  - 12.0 MGD Supply
- Each option included transmission network upgrades in Harnett County.
  - Each option also included the purchase of capacity from Harnett County by participating in the upgrade of Harnett County's Water Treatment Plant.
  - The 10 and 12 MGD options would require the upgrade of the County's Pea Ridge Road Project from New Elam Church Road to the Jordan Lake Water Treatment Plant.

#### **ADDITIONAL CONSIDERATION OF OPTIONS FOR LONG TERM WATER SUPPLY (20 years) - Continued**

- **Option #1:** This Harnett County option is evaluated by comparing the expansion of the Jordan Lake Water Treatment Plant to 10 MGD to the connection to the Harnett County Water System and supplying bulk water for up to 10.0 MGD.
- **Option #2:** This Harnett County option is evaluated by comparing the expansion of the Jordan Lake Water Treatment Plant to 12 MGD to the connection to the Harnett County Water System and supplying bulk water for up to 12.0 MGD.
- **Option #3:** This Harnett County option is evaluated by utilizing the expansion of the Jordan Lake Water Treatment Plant along with connecting to the Harnett County Water System for up to 6.0 MGD. This option could yield as much as 12 MGD and still make use of the County's 6.0 MGD allocation from Jordan Lake.

**ADDITIONAL CONSIDERATION OF OPTIONS FOR LONG TERM WATER SUPPLY (20 years) – Continued / OPTION #1**

Harnett County Proposal for Supply of Water to Chatham County  
 10 Million Gallons Per day (MGD) Option

**In Harnett County:**

Phase 1: 24" Transmission main to the Chatham County Line	\$ 4,100,000.00
Phase 2: Harnett County Booster Pump Station and Storage Tank	\$ 2,100,000.00
Phase 3: Upgrade the Harnett County WTP by 10 MGD (\$1.25/gal)	\$12,500,000.00

**In Chatham County:**

Phase 4: 24" Transmission main from Harnett County line to New Elam Church Road (contingencies, engineering and inspection)	\$11,000,000.00
Phase 5: Upgrade 16" Pea Ridge Road Main from New Elam Church Road to the WTP from a 16" main to a 24" main	\$ 1,750,000.00
Phase 6: Retro fit the existing Jordan Lake WTP to a regional pump station and construction additional storage facilities	\$ 1,750,000.00

**TOTAL (including contingencies, engineering, inspection) \$33,200,000.00**

Estimated Annual Debt Payment (5.25% at 20 years) \$ 2,722,400.00

**Water Purchase Costs** \$1.78/1,000 gallons  
 \$1.78 / 1,000 gallons @ 7 MGD = \$12,460.00 per day

Equates to: \$4,547,900.00 per year in water purchase costs

**TOTAL ANNUAL COSTS FOR DEBT AND BULK WATER PURCHASE \$7,270,300.00**

**Advantages:**

1. Certainty in obtaining an allocated capacity of water to serve future needs of the County.
2. Chatham County would have less control of the production of water.

**Disadvantages:**

1. Chatham County would have less control of the production of water.
2. Higher initial capital costs.
3. Higher resultant yearly operational cost.

**ADDITIONAL CONSIDERATION OF OPTIONS FOR LONG TERM WATER SUPPLY (20 years) – Continued / OPTION #1 (cont.)**

Expand Existing Chatham County Water Treatment Plant From 3.0 MGD to 10 MGD

Phase 1: Construction new Raw Water Pump Station at the Cary intake Site	\$ 3,000,000.00
Phase 2: Expand WTP from 3.0 MGD to 10.0 MGD	\$10,000,000.00

**TOTAL (including contingencies, engineering, inspection) \$13,000,000.00**  
Estimated Annual Debt Payment (5.25% at 20 years) \$ 1,066,000.00

**Water Production Costs \$1.50/1,000 gallons**  
\$1.50/1,000 gallons @7 MGD = \$10,500.00 per day

Equates to: \$3,832,500.00 per year in water production costs

**TOTAL ANNUAL COSTS FOR DEBT AND BULK WATER PURCHASE \$4,898,500.00**

Advantages:

1. Chatham County would have absolute control of the production of water:
2. Lower initial capital cost.
3. Lower resultant operation cost.
4. Expansion can be phased in as water is needed.

Disadvantages:

1. Absolute uncertainty in obtaining additional 4.0 MGD allocation from Jordan Lake.

**ADDITIONAL CONSIDERATION OF OPTIONS FOR LONG TERM WATER SUPPLY (20 years) – Continued / OPTION #2**

Harnett County Proposal for Supply of Water to Chatham County  
12 million Gallons per day (MGD) Option

**In Harnett County**

Phase 1: 24" Transmission main to the Chatham County line \$ 5,400,000.00  
Phase 2: Harnett County Booster Pump Station and Storage Tank \$ 2,100,000.00  
Phase 3: Upgrade the Harnett County WTP by 12 MGD (\$1.25/gal.) \$16,000,000.00

**In Chatham County**

Phase 4: 30" Transmission Main from Harnett County line to New Elam Church Road (contingencies, engineering and inspection) \$14,000,000.00  
Phase 5: Upgrade 16" Pea Ridge Road Main from New Elam Church Road to the WTP from a 16" main to a 24" main. \$ 2,100,000.00  
Phase 6: Retro fit the existing Jordan Lake WTP to a regional pump Station and construction additional storage facilities \$ 1,750,000.00

**TOTAL (including contingencies, engineering, inspection) \$41,350,000.00**

Estimated Annual Debt payment (5.25% at 20 years) \$ 3,390,700.00

**Water Purchase Costs \$1.78/1,000 gallons**  
\$1.78/1,000 gallons @ 7 MGD = \$12,460.00 per day

Equates to: \$4,547,900.00 per year in water purchase costs

**TOTAL ANNUAL COSTS FOR DEBT AND BULK WATER PURCHASE \$7,938,600.00**

Advantages:

1. Certainty in obtaining an allocated capacity of water to serve future needs of the County.

Disadvantages:

1. Chatham County would have less control of the production of water.
2. Higher initial capital cost.
3. Higher resultant yearly operational cost.

**ADDITIONAL CONSIDERATION OF OPTIONS FOR LONG TERM WATER SUPPLY (20 years) – Continued / OPTION #2 (cont)**

Expand Existing Chatham County Water Treatment Plant from 3.0 MGD to 12 MGD

Phase 1: Construction new Raw Water Pump Station at the Cary intake site: \$ 3,500,000.00  
Phase 2: Expand WTP from 3.0 MGD to 12.0 MGD \$13,000,000.00

**TOTAL (including contingencies, engineering, inspection) \$16,500,000.00**

Estimated Annual Debt Payment (5.25% at years) \$ 1,353,000.00

**Water Production Costs** \$1.45/1,000 gallons  
\$1.45/1,000 gallons @ 7 MGD = \$10,150.00 per day

Equates to: \$3,704,750.00 per year in water production costs

**TOTAL ANNUAL COSTS FOR DEBT AND BULK WATER PURCHASE \$ 5,057,750.00**

Advantages:

1. Chatham County would have absolute control of the production of water.
2. Lower initial capital cost.
3. Lower resultant operational cost.
4. Expansion can be phased in as water is needed.

Disadvantages:

1. Absolute uncertainty in obtaining additional 6.0 MGD allocation from Jordan Lake.

**ADDITIONAL CONSIDERATION OF OPTIONS FOR LONG TERM WATER SUPPLY (20 years) – Continued / OPTION #3**

Harnett County Proposal for Supply of Water to Chatham County  
6 Million Gallons Per Day (MGD) Option

**In Harnett County**

Phase 1: Transmission Main to the Chatham County Line \$ 3,400,000.00  
Phase 2: Harnett County Booster Pump Station and Storage Tank \$ 150,000.00  
Phase 3: Upgrade the Harnett County WTP by 6 MGD (\$1.45/gal.) \$ 8,700,000.00

**In Chatham County**

Phase 4: 20" Transmission Main from Harnett County line to New Elam Church Road (contingencies, engineering, and inspection) \$ 9,000,000.00

Phase 5: Upgrade 16" Pea Ridge Road Main from New Elam Church Road to the WTP from a 16" main to a 24" main 0.00

Phase 6: Upgrade the Harnett County WTP by 6 MGD (\$1.45/gal.) \$ 6,758,202.00

**TOTAL (including contingencies, engineering, inspection) \$28,008,202.00**

Estimated Annual Debt Payment (5.25% at 20 years) \$ 2,296,672.56

**Water Purchase Costs** \$1.78/1,000 gallons  
\$1.78/1,000 gallons @ 3 MGD = \$5,340.00 per day

**Water Production Costs** \$1.50/1,000 gallons  
\$1.50/1,000 gallons @ 4 MGD = \$6,000.00 per day

Equates to: \$ 4,139,00.00 per year in water purchase costs

**TOTAL ANNUAL COSTS FOR DEBT AND WATER COSTS           \$ 6,435,772.56**

**Advantages:**

1. Utilizes the Chatham County 6.0 MGD allocation from Jordan Lake.
2. Does not depend totally on one source for water supply
3. Yields 12 MGD in total available water supply.
4. Does not require the upgrade of the 16" Pea Ridge Road Transmission Main.
5. Could be done in a phased approach.

**Disadvantages:**

1. Chatham County would need to commit with Harnett County fairly quickly in order to reserve the capacity in the Harnett County system.

**ADDITIONAL CONSIDERATION OF OPTIONS FOR LONG TERM WATER SUPPLY (20 years) – Continued - SUMMARY**

- **Option #1: Purchase Bulk Water from Harnett County (up to 10 MGD) and convert the Jordan Lake WTP to a regional pump station.**
  - **Total Project Costs - \$33,200,000**
- **Option #2: Purchase Bulk Water from Harnett County (up to 12 MGD) and convert the Jordan Lake WTP to a regional pump station OR upgrade the Jordan Lake WTP to 12 MGD.**
  - **Total Project Costs - \$41,350,000**
- **Option #3: This is a combination of the Harnett and Jordan Lake WTP Option. Participate in 6.0 MGD water purchase from Harnett County and Expand the Jordan Lake WTP to 6.0 MGD.**

**ADDITIONAL CONSIDERATION OF OPTIONS FOR LONG TERM WATER SUPPLY (20 years) – Harnett County Option 3(a)**

Harnett County Proposal for Supply of Water to Chatham County  
 6.0 MGD Option from Harnett County plus 6.0 MGD from the WTP

**In Harnett County**

Phase 1: 224: Transmission Main to the Chatham County Line	\$ 3,400,000.00
Phase 2: Harnett County Booster Pump Station and Storage Tank	\$ 150,000.00
Phase 3: Upgrade the harnett County WTP by 6 MGD (\$1.45/gal.)	\$ 8,700,000.00

**In Chatham County**

Phase 4: 24" Transmission main from Harnett County line to New Elam Church Road (contingencies, engineering and inspection)	\$11,000,000.00
Phase 5: Upgrade 16" Pea Ridge road Main from New Elam Church Road to the WTP from a 16" main to a 24" main	
Phase 6: Upgrade the Chatham County WTP to 6.0 MGD and construct additional storage facilities	\$ 1,750,000.00
Phase 7: Construct the Raw Water Pump State at the Cary Site (included in previous estimates & funded by SRF)	\$ 6,758,202.00

**TOTAL (including contingencies, engineering, inspection)           \$34,758,202.00**

Estimated Annual Debt Payment (5.25% at 20 years)           \$ 2,850,172.56

**Water Purchase Costs           \$1.78/1,000 gallons**  
 \$1.78/1,000 gallons @ 3 MGD = \$5,340.00 per day

**Water Production Costs       \$1.50/1,000 gallons**  
 \$1.50/1,000 gallons @ 1 MGD = \$1,500.00 per day

Equates to: \$ 2,496,600.00 per year in water purchase costs  
**TOTAL ANNUAL COSTS FOR DEBT AND WATER COSTS \$ 5,346,772.56**

**Advantages:**

1. Utilizes the Chatham County 6.0 MGD allocation from Jordan Lake.
2. Does not depend totally on one source for water supply.
3. Yields 12 MGD in total available water supply.
4. Could be done in a phased approach.
5. With the 24" upgrade additional water could be delivered from Harnett County

**Disadvantages:**

1. Chatham County would need to commit with Harnett County fairly quickly in order to reserve the capacity in the Harnett County system.

**ADDITIONAL CONSIDERATION OF OPTIONS FOR LONG TERM WATER SUPPLY (20 years) – Harnett County Option 3(b)**

Harnett County Proposal for Supply of Water to Chatham County  
6.0 MGD Option from Harnett County Plus 3.0 MGD from the WTP

**In Harnett County**

Phase 1: 24" Transmission Main to the Chatham County Line	\$ 3,400,000.00
Phase 2: Harnett County Booster Pump Station and Storage Tank	\$ 150,000.00
Phase 3: Upgrade the Harnett County WTP by 6 MGD (\$1.45/gal.)	\$ 8,700,000.00

**In Chatham County**

Phase 4: 24" Transmission Main from Harnett County line to New Elam Church Road (contingencies, engineering, and inspection)	\$11,000,000.00
Phase 5: Upgrade 16" Pea Ridge Road Main from New Elam Church Road to the WTP from a 16" main to a 24" main	\$ 1,750,000.00
Phase 6: Construct additional storage facilities at the WTP	\$ 1,500,000.00
Phase 7: construct the Raw Water Pump Station at the Cary site (included in previous estimates & funded by SRF)	\$ 3,000,000.00
<b>TOTAL (including contingencies, engineering, inspection)</b>	<b>\$ 29,500,000.00</b>
Estimated Annual Debt payment (5.25% at 20 years)	\$ 2,419,000.00

**Water Purchase Costs** \$1.78/1,000 gallons  
\$1.78/1,000 gallons @ 3 MGD = \$5,340.00 per day

**Water Production Costs** \$1.50/1,000 gallons  
\$1.50/1,000 gallons 21 MGD = \$1,500.00 per day

Equates to: \$2,496,600.00 per year in water purchase costs

**TOTAL ANNUAL COSTS FOR DEBT AND WATER COSTS \$ 4,915,600.00**

**Advantages:**

1. Utilizes the Chatham County 3.0 MGD OF 6.0 MGD allocation from Jordan Lake.
2. Does not depend totally on one source for water supply.
3. Yields 9 MGD in total available water supply.

**Disadvantages:**

1. Chatham County would need to commit with Harnett County fairly quickly in order to reserve the capacity in the Harnett County system.

**[Note: Revised option includes a total output of 4.0 MGD (0-3 years)]**

Chairman Morgan moved, seconded by Commissioner Barnes, to upgrade the Pea Ridge Road main from New Elam church road to the Water Treatment Plant from a 16" main to a 24" main. The motion carried five (5) to zero (0).

Commissioner Emerson moved, seconded by Commissioner Barnes, that the County Manager be authorized to discuss the possibility of a contract with Harnett County or other water entities. The motion carried five (5) to zero (0).

**CAPITAL FUNDING NEEDS – WATER FUND**

Mr. Doug Carter, reviewed the Capital Funding Needs – Water Fund. A copy of his presentation is as follows:

- ◆ Capital Projects Summaries
- ◆ Financing Assumptions
- ◆ Financial Tables
- ◆ Calendar

<u>Project</u>	<u>Construction Cost</u>	<u>State Revolving Loan</u>	<u>USDA</u>	<u>Availability Fees/Grants</u>	<u>County Borrowing</u>	<u>Start Date</u>
<b>Group B – Hydraulic Improvements</b>						
High Serv Pump St.	\$1,000,000	\$ -		\$ -	1,000,000	2/01/05
Pea Ridge Road	\$8,200,000	5,892,583			2,307,417	11/28/05
Raw Wr Pump St – Cary	\$4,000,000	4,000,000				
Harnett – 6/6 Connection	<u>31,758,202</u>	_____		_____	<u>31,758,202</u>	
<b>Total</b>	<u>43,958,202</u>	<u>9,892,583</u>			<u>36,065,619</u>	
Westward Transmission	13,000,000				13,000,000	12/01/06
North Chatham Hydraulics	2,900,000			2,900,000		11/01/05
Silk Hope School	1,500,000			1,500,000		10/01/05
Southern Supreme	500,000			500,000		
Jordan Lake Water Treatment Plant Upgrade	<u>9,000,000</u>	_____		_____	<u>9,000,000</u>	

	<u>70,858,202</u>	<u>9,892,83</u>		<u>4,900,000</u>	<u>58,065,619</u>	
Water Districts:						
Southeast	4,500,000		4,500,000	-	-	6/01/06
Southwest	<u>8,000,000</u>		<u>8,000,000</u>			1/01/07
	<u>12,500,000</u>		<u>12,500,000</u>			
Totals	<u>\$83,358,202</u>	<u>9,892,583</u>	<u>\$12,500,000</u>	<u>4,900,000</u>	<u>58,065,619</u>	

**Assumptions for the Financing Plan:**

- ◆ Options for raising capital in financial markets for County water needs – Excludes grants, Federal/State loans, etc.
- ◆ Voted GO Bonds
- ◆ Special Obligation Bonds - Generally city only
- ◆ Water Revenue Bonds - Rates must support
- ◆ COPs - Generally together with other projects
- ◆ Current approach to meet timing needs - Issue water COPs together with general/school COPs
- ◆ Provides method to finance without the pledge of water assets/improvements
- ◆ Work toward future issuance of revenue bonds

**Assumptions for the Financing Plan:**

- ◆ COPs to be issued on a cash flow need basis not when contracts are issued
- ◆ Appropriations for new debt payments – Until rate levels cover debt – Property tax or another general source is needed
- ◆ COPs Structures
- ◆ Thirty-year pay-back - Defer principal two years - Twenty-eight year level principal and interest amortization (creates higher early years d/s, policy of the LGC)
- ◆ No capitalized interest or reserve anticipated

**The Financial Plan and Potential Budget Impact:**

- ◆ Table that follows outlines financial and budget information including:

Water Project Phases  
 Annual Maximum Debt Service  
 Property Tax Rate Equivalents

<u>Project</u>	<u>Construction Cost</u>	<u>State Revolving Loan</u>	<u>USDA</u>	<u>Availability Fees/Grants</u>	<u>County Borrowing</u>	<u>Annual D/S '09</u>	<u>Prop Tax Cents '09</u>
<b>Group B – Hydraulic Improvements</b>							
High Serv Pump St.	\$1,000,000	\$ -		\$ -	\$1,000,000	\$ -	
Pea Ridge Road	8,200,000	5,892,583		-	2,307,417		
Raw Wr Pump St - Cary	4,000,000	4,000,000		-			



<b>Harnett – 6/6 Connection</b>	<u>31,758,202</u>				<u>31,758,202</u>		
<b>Total</b>	<u>43,958,202</u>	<u>9,892,583</u>			<u>36,065,619</u>	2,506,000	4
<b>Westward Transmission</b>	13,000,000				13,000,000	907,000	
							1.5
<b>North Chatham Hydraulics</b>	2,900,000			2,900,000			
<b>Silk Hope School</b>	1,500,000			1,500,000			
<b>Southern Supreme</b>	500,000			500,000			
<b>Jordan Lake Water Treatment Plant Upgrade</b>	<u>9,000,000</u>				<u>9,000,000</u>	631,000	1
	<u>70,858,202</u>	<u>9,892,583</u>		<u>4,900,000</u>	<u>58,065,619</u>		
<b>Water District:</b>							
<b>Southeast</b>	4,500,000		4,500,000				
<b>Southwest</b>	<u>8,000,000</u>		<u>8,000,000</u>				
	12,500,000		12,500,000				
<b>Totals</b>	<u>\$83,358,202</u>	<u>\$9,892,583</u>	<u>\$12,500,00</u>	<u>\$4,900,000</u>	<u>\$58,065,619</u>	<u>\$4,044,000</u>	6.5

**Proposed Calendar:**

December 12, 2005 Presentation to the County Commissioners  
 Winter/Spring TBD Rating Agency visits to New York  
 Spring/Summer 2006 Issuance

**PROJECT ORDINANCES**

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve the Project Ordinances, Water Project-Group B Projects in the amount of \$352,788.00 and Water Project – North Chatham Hydraulic in the amount of \$925,420.00, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Mr. Bill Lowery asked for the Board’s sanction of looking into all user fees associated with this burden.

By consensus, the Board agreed.

**GRANTS**

Debra Henzey, Grants & Special Projects Director, informed the Board of the following:

**HUD Infrastructure Hook-Up Grant:**

The North Carolina Division of Community Assistance has invited Chatham County to apply for a HUD grant which would provide up to \$75,000 for low and middle income residents to hook up to the County water system at no cost to them. The grant would cover their tap fee and plumbing work needed to convert from well system to County system. The County would retain approximately \$12,250 of the grant to cover administrative costs, including contracting with Hobbs Upchurch & Associates to manage the grant. Grant oversight will include a "Request for Proposals" (RFP) for an insured, bonded contractor to do the plumbing work required for each household. The homeowner must sign a form authorizing the work required and assuring that the County is not held liable for the work of the contract plumber. The remaining \$63,750 would be used for the hookup work, which would cover approximately fifteen to eighteen households. The work would take place over 12-15 months.

Staff must identify eligible households in advance of submitting the grant by December 16, 2005. To solicit applications, staff has advertised in the local news media and sent information about the grant to the Department of Social Services, the Health Department, the Council on Aging, and the Sheriff's Office. Hobbs Upchurch will verify that applicants meet eligibility criteria as follows:

- Must be adjacent to an existing, working county waterline
- Must sign a pre-application documenting income and other household information
- Must either own the residence or live in rental property where the landlord also meets the income limits above
- Must already have indoor plumbing in working order
- Must have a household income at or below the following:

<u>Occupants</u>	<u>Income Limit</u>	<u>Occupants</u>	<u>Income Limit</u>
1	\$39,950.00	5	\$61,600.00
2	\$45,650.00	6	\$66,150.00
3	\$51,350.00	7	\$60,750.00
4	\$57,050.00	8	\$75,300.00

This grant is offered sporadically by HUD. It allows the County to offer water hook-ups to residents who did not have the funds to do so in the past, even if only a few people take advantage of the opportunity. It shows a good faith effort to provide a much-needed service to less fortunate residents. Other local governments report various rates of success with this grant program in terms of numbers of citizens applying for the grant. Some struggled to get more than two or three applicants, while others had a long waiting list.

The RFP for the plumbing contractor will assure that the contractor is bonded and insured in case residents have problems with the plumbing work. The County also will require residents to sign a form before any work begins, verifying that the County is not responsible for the work of the plumbing contractor and clarifying any other liability issues.

Matching funds are not required for this grant and the County will recover tap fee costs. The administrative share of the grant will cover oversight costs and advertising expenses.

Ms. Henzey stated that the required public hearing is to be held at the regularly scheduled Board of Commissioners' evening meeting and recommended that the County apply for the 2005 Infrastructure Hook-Up Grant.

**Fit Together Grant (Blue Cross Blue Shield of North Carolina Foundation):**

The County has had less than six weeks notice of this grant, but staff is moving as quickly as possible to complete the components required. This grant will be very competitive since only five grantees will be selected, but it is limited to rural areas in the State. The keys to this grant are partnerships from various sectors and addressing all five components. Even though it is an involved grant, it is an opportunity to try to get some grant

funding to complete basic facilities at the Southwest Park so that it can be widely used by families and organized groups.

The grant has a unique distribution schedule. It provides \$30,000 in year one, \$30,000 in year two, and \$60,000 in year three. The final payment is based on the County meeting its goals for the first two years. The County must obtain matching funds of 25% in year one, 25% in year two, and 50% in year three of the grant. The overall match rate is 25%. Some portions of the existing facilities (such as the walking trail) and recreation fees can be used as the match.

Staff expects to cover the matching requirements with in-kind donations and recreation fees. The largest share of matching funds is due in the final year (\$15,000), but the County would have to come up with \$15,000 in the final year. Staff will continue to seek funding from corporate groups and other foundations to cover Southwest Park facilities.

Ms. Henzey recommended that the County apply for the Fit Together Grant in December 2005.

**Mobile Source Emissions Reduction Grant:**

The North Carolina Department of Environment, Health & Natural Resources is offering grants through its Air Quality Program for projects that reduce emissions from vehicles. This year they are targeting diesel engine emissions as a priority. Chatham County could take advantage of this grant opportunity to accomplish two goals as follows:

- Equip the new solid waste vehicle, already funded in this budget year, with a diesel oxidation catalyst
- Expand the County's fuel storage capacity by adding an 8,000-gallon storage tank that would allow the County to purchase B20 (20% biodiesel blend) at a reduced price and would give more capacity for fuel shortage emergencies. The new fuel storage tank would be based at the Solid Waste Facility, but would be more accessible, yet more secure, than the current smaller tank.

Chatham County, like most counties across the state, is under increasing pressure to reduce vehicle emissions due to federal and state air quality regulations. Therefore, finding opportunities to transition to cleaner fuels and vehicles with reduced emissions will help meet stricter requirements slated for 2008 and 2009. Hurricane Katrina's impact further emphasized the need for increased fuel storage capacity and reduced dependence on 100% petroleum fuels.

Garland "Pee Wee" Tripp and Bob Holden, Solid Waste Director, are currently soliciting estimates for the new truck with diesel emission reduction catalyst and for the fuel storage tank facility, which will include security fencing, power generator, small storage shed, and driveway. The County will apply for funds to cover the entire cost of the fuel tank facility and the cost of adding the oxidation catalyst to the solid waste truck.

Hurricane Katrina's impact highlighted the need for the County to increase its emergency fuel storage capacity and to assure that options other than 100% petroleum are available. If absolutely necessary, any of the County's diesel vehicles could run on 100% biodiesel, even if this is not recommended for year-round use. However, the County currently does not have the storage capacity to buy B20 or any other biodiesel product at a discounted rate. For example, State contract for B20 requires delivery of a full tanker load of fuel. Having a larger tank gives greater negotiating power with both local suppliers and gives the option of using the State contract supplier.

While only a few County vehicles are diesel at this time, the County has an opportunity to secure funds to both increase our fuel tank capacity and help reduce diesel emissions. The Solid Waste Department is the largest diesel user in the County, so it makes sense to put the new storage tank at their facility, while also making the tank more accessible to other departments and potentially to other local governments and the transit network.

If the grant is awarded, a formal bid process could be conducted for the purchase and installation of the above-ground fuel storage tank and related equipment. Staff would work

with a consultant with expertise in this field to help with the "Request for Proposals" (RFP) and to evaluate the bids.


The application is due at the end of December 2005, and the County would receive notification of the grant award in March 2006. Matching funds are not required for this grant, but in-kind resources and the funds already budgeted for the solid waste truck can be used to provide at least some level of matching.

Ms. Henzey recommended that the County apply for the grant to both increase the County's fuel storage capacity and to begin the transition of diesel vehicles to emission reduction technology.

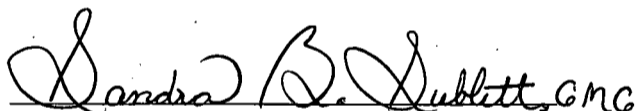
Commissioner Emerson moved, seconded by Commissioner Cross, to approve the grant application for the Mobile Source Emissions Reduction Grant. The motion carried five (5) to zero (0).

#### ADJOURNMENT

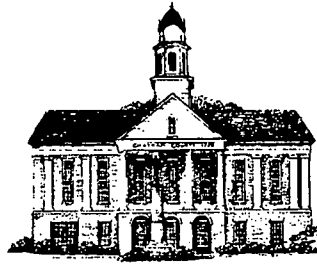
Commissioner Barnes moved, seconded by Commissioner Cross, to adjourn the meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 5:13 PM.

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners

# COUNTY OF CHATHAM



P. O. BOX 87  
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

COMMISSIONERS

BUNKEY MORGAN  
Chairman

THOMAS J. EMERSON  
Vice Chair

PATRICK BARNES  
MIKE CROSS  
CARL OUTZ

CHARLIE HORNE  
County Manager

ROBERT L. GUNN  
County Attorney

Phone (919) 542-8200  
Fax (919) 542-8272

## A RESOLUTION REGARDING RECREATION FEES IN LIEU OF DEDICATION

**WHEREAS**, the 1999 Comprehensive Parks and Recreation Master Plan for Chatham County was adopted in order to plan for the future recreation needs of the residents of Chatham County including new development; and

**WHEREAS**, said Plan recommended the establishment of recreation service districts for the purpose of facilitating the expenditure of recreation fees received in lieu of dedication in the immediate area of development; and

**WHEREAS**, the Board of Commissioners of Chatham County has adopted a Capital Improvements Plan for the future capital needs of the residents of Chatham County including their recreation needs; and

**WHEREAS**, said Capital Improvements Plan proposes the development of public recreation facilities in various geographic areas of the County and provides a schedule of capital expenditures from the County to accomplish said development; and

**WHEREAS**, the County's subdivision and mobile home ordinances provide for the dedication of public recreation areas in new subdivisions and developments in conformity with the County's Comprehensive Parks and Recreation Master Plan or the payment of fees in lieu thereof based upon the post-development tax value of the subdivision or development; and

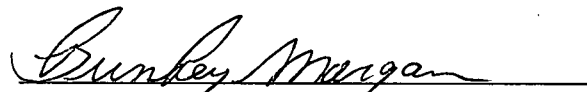
**WHEREAS**, the Board of Commissioners desires to establish the recreation service districts previously recommended and to provide for the administration of the collection of recreation fees in lieu of dedication as hereinafter set forth;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CHATHAM COUNTY as follows:**

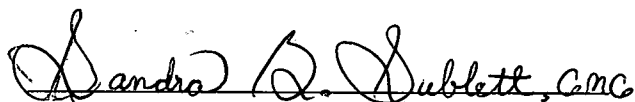
1. That Chatham County be, and it hereby is, divided into two recreation service districts for the purpose of collection of the recreation fees in lieu of dedication as provided in the County's subdivision and mobile home ordinance:
  - a. EASTERN DISTRICT. All of that area encompassed within the Northwood High School Attendance District as presently exists.
  - b. WESTERN DISTRICT. All of that area encompassed within the Chatham Central and Jordan Matthews High School Attendance Districts as presently exists.
2. All recreation funds received from fees in lieu of dedication and actually expended for such purposes shall be deemed in satisfaction of the public recreation need generated by new subdivisions and developments in each District.
3. Recreation fees paid in lieu of dedication and conveyance to Chatham County of public recreation areas shall be based upon the post development ad valorem tax value of said area of land as determined from time to time by the Chatham County Planning Department in conjunction with the Chatham County Tax Administrator. In no event shall the recreation fee paid exceed the fair market value of the land otherwise required to be dedicated.

Adopted this 12<sup>th</sup> day of December 2005.

COUNTY OF CHATHAM

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, Clerk to the Board  
Chatham County Board of Commissioners

# Comparison of Recreation Fees for Governor's Club and Colvard Farms

Subdivision	Before 7/1/05		Effective 7/1/05		Percentage Increase
	Basis	Fee/Lot	Basis	Fee/Lot	
Governor's Club	\$30,000	\$857	\$42,500	\$1,214	41.67%
Colvard Farms	\$30,000	\$857	\$60,000	\$1,714	100.00%

Recreation Fee Paid for 41 Lots	Total Fee (Old Rate)	Total Fee (New Rate)	Difference
Governor's Club	\$35,143	\$49,786	\$14,643
Colvard Farms	\$35,143	\$70,286	\$35,143

\*Amount Paid by Colvard Farms Above New Rate for Governor's Club

\$20,500
----------

Jeff Hunter

**RESOLUTION SUPPORTING JOINT PLANNING  
BETWEEN CHATHAM COUNTY & THE TOWN OF CARY**

**WHEREAS**, owners of property in the area of eastern Chatham County between Jordan Lake and the Wake County/Chatham County line are expected to continue to exercise their rights to improve, sell, and develop their land; and,

**WHEREAS**, the Chatham County Board of Commissioners and the Cary Town Council are equally concerned about protection of water quality in Jordan Lake, an important shared resource; and,

**WHEREAS**, both Chatham County and the Town of Cary recognize the need for sound long-range planning in this area, having previously adopted separate plans addressing the area's future growth and development; and,

**WHEREAS**, the Cary Town Council and the Chatham County Board of Commissioners conducted a joint meeting on March 22, 2004, and agreed on the need for coordinated planning by both units of government; and,

**WHEREAS**, transmittal of pending development requests received by the Town of Cary to Chatham County government has served as an interim step until such time as joint planning between the two units of government does occur; and,

**WHEREAS**, members of the Cary Town Council and the Chatham County Board of Commissioners are now ready to move forward with a process for joint land use and environmental planning in this area; and,

**WHEREAS**, the proposed steps in the process and a preliminary timeline for proceeding with this joint planning effort have generally been identified, as shown in Attachment A made part of this resolution; and,

**WHEREAS**, this process will be conducted by the technical staff of both jurisdictions with oversight by the governing boards; and,

**WHEREAS**, this process will include extensive public involvement through a variety of public participation opportunities; and,

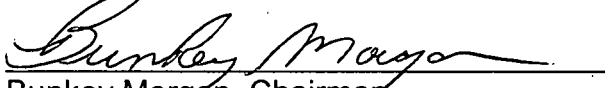
**WHEREAS**, public hearings will be conducted before any plan is adopted; and,

**WHEREAS**, the expected outcome of this coordinated planning process will be a mutually acceptable plan that both governing bodies will adopt and utilize when making both short- and long-term decisions about private development proposals and public capital investments in the area of eastern Chatham County between Jordan Lake and the Wake County/Chatham County line;



**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Chatham County and the Cary Town Council resolve to embark on a joint process to prepare and adopt a plan to address future land use, utility infrastructure, transportation, and environmental protection in the area of eastern Chatham County between Jordan Lake and the Wake County/Chatham County line.

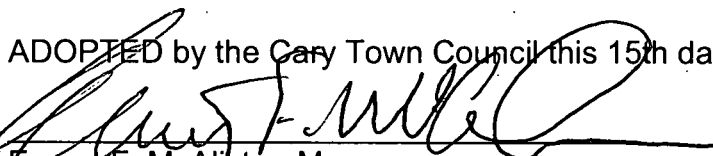
ADOPTED by the Chatham County Board of Commissioners this the 12th day of December, 2005.

  
Bunkey Morgan, Chairman  
Chatham County Board of Commissioners

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board

ADOPTED by the Cary Town Council this 15th day of December, 2005.

  
Ernest F. McAlister, Mayor

ATTEST:

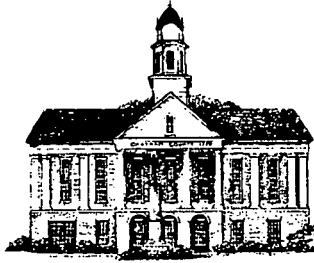
  
Sue Rowland, Town Clerk

## Attachment A - Preliminary Steps &amp; Proposed Timeline

JOINT PLANNING  
BETWEEN CHATHAM COUNTY & THE TOWN OF CARY

Step/Activity	Proposed Date(s) - 2006
1. Data Collection, Mapping [Staff Technical Team]	January/February
2. Notice of 1 <sup>st</sup> Community Meeting	February
3. 1 <sup>st</sup> Open House Community Meeting – Background Information & Issues Identification; Public Comment Period Established	March
4. Preparation of Draft Plan [Staff Technical Team]	April
5. Notice of 2 <sup>nd</sup> Open House Community Meeting	
6. 2 <sup>nd</sup> Open House Community Meeting – Feedback on Draft Plan; Public Comment Period Established	Early May
7. Refinement of Draft Plan [Staff Technical Team]	End of May
8. Public Hearing(s) [Governing Boards]	June/July
9. Review by Appointed Planning Boards	July/August
10. Adoption by Elected Officials	September

# COUNTY OF CHATHAM



COMMISSIONERS

BUNKEY MORGAN  
Chairman

THOMAS J. EMERSON  
Vice Chair

PATRICK BARNES  
MIKE CROSS  
CARL OUTZ

CHARLIE HORNE  
County Manager

ROBERT L. GUNN  
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Phone (919) 542-8200  
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P. O. BOX 87  
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

## A RESOLUTION REGARDING ANNEXATION BY THE TOWN OF CARY WITHIN CHATHAM COUNTY

**WHEREAS**, the County of Chatham has adopted a joint resolution calling for the establishment of plans for coordination between the County of Chatham and the Town of Cary in the consideration of private development proposals and public infrastructure needs in that portion of Chatham County lying east of Jordan Lake; and

**WHEREAS**, said resolution includes a proposed schedule for the joint development of said plans by the technical staffs of the governmental units involved and that includes opportunities for public input; and

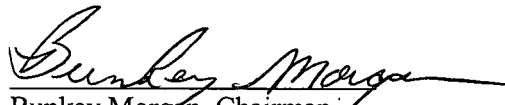
**WHEREAS**, the Board of Commissioners of the County of Chatham understands that the Town of Cary may receive future requests for voluntary annexation of property within the proposed joint planning area; and

**WHEREAS**, annexation of any such areas prior to development and implementation of the cooperative plans may be precipitous unless the respective governmental units are afforded an opportunity to conduct coordinated review as contemplated by joint resolution;

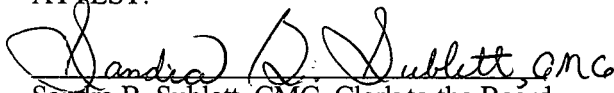
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the County of Chatham that the Town of Cary is respectfully requested to not consider any future requests for voluntary annexation of lands within Chatham County until such time as the proposed joint plans can be formulated.

Adopted this 12<sup>th</sup> day of December 2005.

COUNTY OF CHATHAM

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners

**Amendments to Project Ordinances**

		<b>2006</b>	<b>Amended</b>
		<b>Project</b>	<b>Project</b>
<b>Water Project-Group B Projects</b>			
<b>Revenues:</b>			
073-4882-392.74-34	Proceeds from Borrowing	\$ 6,641,953	\$ 352,788
Total		<u>\$ 6,641,953</u>	<u>\$ 6,994,741</u>
<b>Expenditures:</b>			
073-4882-607.90-40	Land	\$ 120,541	\$ (20,000)
073-4882-607.95-01	Construction	\$ 5,454,287	\$ 352,788
073-4882-607.95-10	Environmental	\$ 72,000	\$ 15
073-4882-607.95-11	Engineering	\$ 244,928	\$ 8,344
073-4882-607.95-12	Inspections	\$ 204,768	\$ 1,631
073-4882-607.95-13	Easements	\$ -	\$ 10,000
073-4882-607.95-15	Administrative Cost	\$ -	\$ 5,000
073-4882-607.95-17	Engineering-Other Fees	\$ -	\$ 25,000
073-4882-607.95-50	Contingency	\$ 545,429	\$ (29,990)
Total		<u>\$ 6,641,953</u>	<u>\$ 6,994,741</u>
<b>Water Project - North Chatham Hydraulic</b>			
<b>Revenues:</b>			
073-4884-392.71-35	Installment Purchase	\$ 1,610,137	\$ 925,420
Total		<u>\$ 1,610,137</u>	<u>\$ 2,535,557</u>
<b>Expenditures:</b>			
073-4884-607.95-01	Construction	\$ 1,296,619	\$ 846,629
073-4884-607.95-11	Engineering	\$ 106,257	\$ (257)
073-4884-607.95-12	Inspections	\$ 77,600	\$ 77,600
073-4884-607.95-17	Engineering-Other Fees	\$ -	\$ 5,000
073-4884-607.95-50	Contingency	\$ 129,661	\$ 74,048
Total		<u>\$ 1,610,137</u>	<u>\$ 2,535,557</u>

**MINUTES**  
**CHATHAM COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**DECEMBER 12, 2005**

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The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Superior Courtroom, 1 Hillsboro Street, Pittsboro, North Carolina, at 6:00 PM on December 12, 2005.

Present: Chairman Bunkey Morgan; Vice Chair, Tommy Emerson; Commissioners Patrick Barnes, Mike Cross, and Carl Outz; County Manager, Charlie Horne; County Attorney, Robert L. Gunn; Assistant County Manager, Renee Dickson; Finance Officer, Vicki McConnell; and Clerk to the Board, Sandra B. Sublett

The meeting was called to order by the Chairman at 6:05 PM.

**PLEDGE OF ALLEGIANCE AND INVOCATION**

Chairman Morgan invited everyone present to stand and recite the Pledge of Allegiance after which Commissioner Outz delivered the invocation.

**ORGANIZATION OF THE BOARD**

**Election of Chairman and Vice Chairman**

***Chairman:***

County Attorney, Robert Gunn, presided over the organization of the Board. He opened the floor for nominations for Chairman of the Chatham County Board of Commissioners.

Commissioner Emerson nominated Commissioner Morgan for Chairman of the Chatham County Board of Commissioners. Commissioner Outz seconded the motion.

Hearing no other nominations, the presiding officer called for a vote for Commissioner Morgan as Chairman of the Chatham County Board of Commissioners. The motion carried five (5) to zero (0).

***Vice Chairman:***

Chairman Morgan opened the floor for nominations for the Vice Chairman of the Chatham County Board of Commissioners.

Commissioner Outz nominated Commissioner Emerson for the office of Vice Chairman. Chairman Morgan seconded the motion.

Hearing no other nominations, the Chairman called for a vote for Commissioner Emerson as Vice Chairman of the Chatham County Board of Commissioners. The motion carried five (5) to zero (0).

The Chairman thanked the Board and staff for their hard work on the many actions taken by the Board during the past year. He challenged the Board to begin planning for the future and invited the public to attend the upcoming January Board summit. Location is to be announced.

**APPOINTMENT OF COUNTY ATTORNEY**

Chairman Morgan moved, seconded by Commissioner Outz, to reappoint Robert L. Gunn as the County Attorney. The motion carried five (5) to zero (0).

The County Attorney thanked the Board for the confidence they have placed in him over the years and pledged to do the best he can to represent them another year.

**APPOINTMENT OF CLERK TO THE BOARD**

Chairman Morgan moved, seconded by Commissioner Cross, to reappoint Sandra B. Sublett as Clerk to the Chatham County Board of Commissioners. The motion carried five (5) to zero (0).

The Clerk thanked the Board for their continued support.

**AGENDA AND CONSENT AGENDA**

The Chairman asked if there were additions, deletions, or corrections to the Agenda and Consent Agenda.

Commissioner Barnes asked that his appointment to the Recreation Advisory Board be tabled until a later date.

Commissioner Cross asked that an appointment to the Mid-Carolina Workforce Committee be added to the Agenda under Boards and Committees.

Chairman Morgan asked to remove the consideration of a request by Wrenn Brothers, Inc. for subdivision sketch design approval of "Knoll Ridge Estates, Phase 2" from the Consent Agenda and that it be placed on the Regular Agenda for discussion.

Chairman Morgan asked that a public hearing for March 21, 2006 on the Cell Tower Ordinance be added to the Consent Agenda.

Commissioner Emerson moved, seconded by Commissioner Cross, to approve the Agenda and Consent Agenda with the noted requests as follows:

1. **Minutes:** Consideration of a request to approve Board minutes as follows:

November 21, 2005 Regular Meeting  
November 21, 2005 Work Session

The motion carried five (5) to zero (0).

2. **Road Names:** Consideration of a request from citizens to approve the naming of private roads in Chatham County as follows:

A. Elam Court  
B. Hidden View Farm Road  
C. Sandy Dowdy Road

The motion carried five (5) to zero (0).

3. **Notification of Changes in Flu and Pneumonia Vaccination Fees:** Notification of changes in flu and pneumonia vaccination fees due to increase in Medicare rates, attached hereto and by reference made a part hereof.

The motion carried five (5) to zero (0).

4. **Chatham County Six-Mile Insurance Rated Fire District Mapping:** Consideration of a request to approve the Six-Mile Insurance Rated Fire District Maps and written descriptions, attached hereto and by reference made a part hereof.

The motion carried five (5) to zero (0).

5. **Tax Releases and Refunds:** Consideration of a request for approval of tax releases and refunds, attached hereto and by reference made a part hereof.

The motion carried five (5) to zero (0).

6. **Additional Funds Expenditure for Basic Machinery, Inc.:** Consideration of a request to approve an additional cash contribution in the amount of \$16,000.00 to defray half of the cost overrun for Basic Machinery, Inc.

The motion carried five (5) to zero (0).

7. **Safe Havens - Supervised Visitation and Safe Exchange Grant Program:** Consideration of a Safe Havens Supervised Visitation and Safe Exchange Program grant renewal

The motion carried five (5) to zero (0).

8. **Preliminary Design Approval of "Mayfield":** Consideration of a request by Fred T. Smith for subdivision preliminary design approval of "Mayfield", consisting of eleven subdivision lots on approximately 65 acres, located off SR #2182, Lonnie Fields Road, Gulf Township

As per the Planning Department and Planning Board recommendation, the road names, Pondsides Drive and Mayfield Bend, and the preliminary plat were granted as submitted.

The motion carried five (5) to zero (0).

9. **Preliminary and Final Approval of "Governors Village, Phase 5":** Consideration of a request by Governors Village Commercial, LLC for subdivision preliminary and final approval of "Governors Village, Phase 5", consisting of 49 lots on approximately 31 acres, located off SR #1726, Old Farrington Road, Williams Township

As per the Planning Department and Planning Board recommendation, the road names, Wicker Drive, Reynolds Court, Droughton Court, and Barnhardt Court, and preliminary and final approval of the plat entitled "Governors Village, Phase 5" were granted as submitted.

The motion carried five (5) to zero (0).

10. **Sketch Design Approval of "Grantham Subdivision":** Consideration of a request by Virginia M. Grantham for subdivision sketch design approval of "Grantham Subdivision", consisting of 74 lots on approximately 96 acres, located off SR #1520, Old Graham Road, Hadley Township

As per the Planning Department and Planning Board recommendation, sketch design approval of "Grantham Subdivision" was approved with the following condition:

1. The preliminary plat be revised so that all lots have a minimum of 40,000 square feet of outside any floodable areas.

The motion carried five (5) to zero (0).

- ~~11. **Sketch Design Approval of "Knoll Ridge Estates, Phase 2":** Consideration of a request by Wrenn Brothers, Inc. for subdivision sketch design approval of "Knoll Ridge Estates, Phase 2", consisting of 15 lots on approximately 76 acres, located off SR #1130, Oakley Church Road, Matthews Township~~

~~This item was removed from the Consent Agenda and placed on the Regular Agenda for discussion.~~

12. **Revision to Existing Conditional Use Permit on Behalf of "North Chatham Park, Lot #5":** Consideration of a request by Greg Isenhour, IS Development Co., LLC, on behalf of North Chatham Park, Lot #5, for a

revision to the existing conditional use permit, condition #1, requesting a time extension

As per the Planning Department and Planning Board recommendation, the request for a one (1) year time extension to obtain a zoning determination and building permit to expire October 18, 2006 and an extension of time to complete all required improvements to October 18, 2007.

The motion carried five (5) to zero (0).

13. **Home & Community Block Grant Committee:** Consideration of a request by the Chatham County Board of Commissioners to reappoint members, list attached, for a one-year term from December 2005 to December 2006, attached hereto and by reference made a part hereof.

The motion carried five (5) to zero (0).

14. **Water Advisory Board:** Consideration of a request to reappoint John Grimes, 543 West Glendale Street, Siler City, NC, to the Water Advisory Board by Commissioner Morgan

The motion carried five (5) to zero (0).

15. **Public Hearing on Chatham County Cell Tower Ordinance:** Consideration of a request to hold a public hearing on March 21, 2006 on the Chatham County Cell Tower Ordinance

The motion carried five (5) to zero (0).

**END OF CONSENT AGENDA**

**PUBLIC INPUT SESSION**

**Elaine Chiosso**, 1076 Rock Rest, Pittsboro, NC, informed the Board that she had been appointed by Governor Mike Easley to serve on the Sedimentation Control Commission for the State of North Carolina for the next three years. She stated that she plans to bring the experience that she has gained in thirty years as being an advocate for the environment for Chatham County to the position and hopes that she can find a way on that board to try and solve some of the problems they see of continued sediment in the streams as developments are built; and that she was sworn in during the day by Representative Joe Hackney.

Ms. Chiosso stated that as she drove in to the night's meeting, she was almost involved in an accident as they were putting in utility lines by Chapel Ridge; that there was no flagman; that they have all heard horror stories of the incorrect way things are being done very quickly; that sometimes all of the State rules are not being followed; that the impact on people's lives of these developments would have to take into account that many of the County's residents are going to be facing five, ten, fifteen years or more of inconvenience, some safety issues, noise, and muddy creeks during the time of build-out; that these are influencing the residents that now live in the County; that she feels that their concerns should be heard; that she thinks that if they are being approved, there has not been enough attention paid to future transportation problems, the continued nutrient pollution problem at Jordan Lake, and the continued mud in the creeks.

**Allison Weakley**, 311 Boothe Hill Road, Chapel Hill, NC, thanked the Board for the opportunity to provide comments on how Chatham County deals with Environmental Impact Assessments and ways in which the process needs improvement. She stated that approximately one year ago, the Planning Board undertook initial discussion about when to request an Environmental Impact Assessment (EIA); that part of that discussion began to consider what standards to use in the County's assessment of whether or not EIAs submitted as to satisfy a Conditional Use Permit (EIA) requirement was adequate; that as far as she knows, there has been no further discussion on this topic; that all of the EIAs received by the County as a condition of Conditional Use Permits (CUPSs), including EIAs for The Homestead (Legacy), Buck Mountain (now called Chapel Ridge), Booth Mountain, and Briar



Chapel, have been inadequate to determine the potential negative environmental impacts and to mitigate impacts from these developments; that she is appreciative that the County hired Goldstein and Associates to review the Briar Chapel EIA; that they pointed out a number of glaring mistakes and omissions in their review of the EIA submitted by CH2MHill on behalf of Newland Communities, including a number of areas that were incomplete or inconsistent with County, State, and federal regulations; that she wanted to remind the Board of how important it was to have a peer review of the EIA conducted for that project; that in her capacity as a biologist for the US Forest Service, a major component of her job is writing and editing EIAs; that she can emphatically confirm that what has been submitted to the County for these developments would not pass the State and Federal review process; that when the EIA for Briar Chapel was submitted to the State Clearinghouse, many of the agencies were unable to complete a review because significant information was lacking in the EIA; that many "no-impact" determinations made by CH2MHill in these EIAs are not supported by factual information and have "no legs" on which to stand; that she, along with other citizens knowledgeable on environmental impacts, have reviewed EIAs submitted for Buck Mountain (Chapel Ridge) and Booth Mountain, and submitted their findings in reports submitted to the Planning Board and Board of Commissioners; that they have pointed repeatedly to the lack of adequate evaluation of impacts for these developments; that requiring the EIAs as a condition of approval for CUPs is meaningless unless an adequate peer review is also required; that Briar Chapel is a great example of how that process can work to benefit the County.

Ms. Weakley stated that another perennial problem with the submission of EIAs to the County is the lack of time for review; that EIAs need to be submitted to and made available to Planning Board and interested citizens in a timely manner; that the EIA conducted by CH2MHill for The Homestead development was not posted on the County website until December 5<sup>th</sup> – a little over twenty-four hours before the Planning Board meeting in which it was to be considered for final plat approval; that interestingly, the Planning Department received the EIA (according to the Major Subdivision Checklist posted on the County website) in October 2005; that the Planning board received it only days before their meeting on December 1<sup>st</sup> and her guess is that no one had the time to sift through it for merit in that short time period; that it is time for Chatham County to hold developers accountable for environmental impacts and the mitigation of those impacts.

She urged the Board to not only require EIAs for planned unit developments (and other large development projects), but require meaningful peer review. She also urged the Board to require timely submission stating that there is a suite of citizens who are interested in this topic, who lend their expertise willingly, and who would be happy to engage with the Planning Board and Planning Staff on a policy that deals with EIAs; and that the Board has the power to require developers to pay for peer review as they did with Briar Chapel.

### **PLANNING AND ZONING**

**Sketch Design Approval of "Knoll Ridge Estates, Phase 2":** Consideration of a request by Wrenn Brothers, Inc. for subdivision sketch design approval of "Knoll Ridge Estates, Phase 2", consisting of 15 lots on approximately 76 acres, located off SR #1130, Oakley Church Road, Matthews Township

Keith Megginson, Planning Director explained that an adjacent piece of property appears to be landlocked; that they want the developer to explore the possibility of extending the dedication of the private road right-of-way to the adjoining property; that they would like for it to be considered during the preliminary plat review; and that this would be addressed by adding Condition #2.

As per the Planning Department and Planning Board recommendation, Commissioner Emerson moved, seconded by Commissioner Outz, to grant sketch design of Knoll Ridge Estates, Phase 2 with the following conditions:

1. The preliminary and final plat show previously recorded lot #21, 6.8 acres, as shown on Plat Slide 2001, Page 24, as a surveyed lot with a notation of change of status to a non-building lot.

2. The developer shall explore the possibility of extending a dedication of the private road right-of-way to the adjoining property of Hilliard Brothers Lumber Company, Deed Book 549, Page 238. Said dedication shall be considered during review of the preliminary plat.

The motion carried five (5) to zero (0).

## **PLANNING AND ZONING**

**Preliminary and Final Approval of "The Legacy at Jordan Lake, Phase One":** Consideration of a request by The Legacy at Jordan Lake, LLC for subdivision preliminary and final approval of "The Legacy at Jordan Lake, Phase One", consisting of 105 lots on approximately 238 acres, located off SR #1716, Big Woods Road, Williams and New Hope Townships

The Planning Director explained the specifics of the proposed development.

Allison Weakley (biologist), Cindy Perry (attorney), Mark Ashness (engineer), and Steve Lavitas (attorney) addressed various concerns related to the subdivision.

Ms. Weakley presented rainfall data to the Board which is attached hereto and by reference made a part hereof.

After considerable discussion, as per the Planning Department and Planning Board recommendation, Commissioner Outz moved, seconded by Commissioner Emerson, to grant approval of the road names, Legacy Way, Legacy Falls Drive North, Legacy Falls Drive South, Rolling Meadows Lane, Covered Bridge Trail, Stoney Creek Way, and Bridgewater Court, and grant preliminary and final plat approval of "The Legacy at Jordan Lake, Phase One", with the following conditions:

1. The plat shall not be recorded until the County Attorney has given final approval to the financial guarantee.
2. The improvements to Big Woods Road as required in condition #6 of the zoning approval shall be completed prior to issuance of the first certificate of occupancy for Phase One.
3. Storm water retention ponds as required in condition #8 of the zoning approval shall be completed prior to issuance of the first certificate of occupancy for Phase One.

The motion carried four (4) to one (1) with Commissioner Barnes opposing.

## **BREAK**

The Chairman called for a five-minute break.

## **BOARD OF COMMISSIONERS' MATTERS**

### ***Public Hearings:***

**Public Hearing on Infrastructure Sewer/Water Hook-Up Program:** Public hearing to receive public comments on approval of application to the North Carolina Department of Commerce, Division of Community Assistance for funds under the 2005 Community Development Block Grant (CDBG) Infrastructure Sewer/Water Hook-Up Program; and Consideration of a request to approve the application for the 2005 Infrastructure Hookup Grant

Renee Dickson, Assistant County Manager, explained that the North Carolina Division of Community Assistance has invited Chatham County to apply for a HUD grant which would provide up to \$75,000.00 for low and middle income residents to hook up to the County water system at no cost to them. She stated that the grant would cover their tap fee and plumbing work needed to cover administrative costs including contracting with Hobbs Upchurch & Associates to manage the grant; that grant oversight will include a "request for proposal" (RFP) for an insured, bonded contractor to do the plumbing work required for each

household; that the homeowner must sign a form authorizing the work required and assuring that the County is not held liable for the work of the contract plumber; that the remaining \$63,750 would be used for the hook-up work which would cover approximately 15-18 households; that there have already been fourteen families to sign up; and that the work would take place over 12-15 months.

Ms. Dickson further stated that matching funds are not required for this grant and that the County will recover tap fee costs. She stated that the administrative share of the grant will cover oversight costs and advertising expenses. She asked permission of the Board to apply for the 2005 Infrastructure Hook-Up Grant.

The Chairman opened the floor for public comments.

There was no one present who wished to make public comments.

The Chairman closed the floor for public comments.

Commissioner Emerson moved, seconded by Commissioner Cross, to adopt **Resolution #2005-64 to Submit Community Development Block Grant Infrastructure Hook-Up Application**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

**Public Hearing on Revisions to the Chatham County Soil Erosion and Sedimentation Ordinance:** Public hearing to receive public comments on revisions to the Chatham County Soil Erosion and Sedimentation Ordinance as recommended by the Chatham County Public Health Department

Holly Coleman, Environmental Health Director, introduced Brian Grogan, new Lead Sedimentation and Erosion Control Officer, hired on November 14, 2005. She reviewed the proposed changes to the Chatham County Soil Erosion and Sedimentation Ordinance as recommended by the Chatham County Public Health Department.

The Chairman opened the floor for public comments.

**Loyse Hurley**, 16 Matchwood, Pittsboro, NC, reading comments prepared by William Sommers, stated that he appreciated the opportunity to give his views on the proposed revisions to the Soil Erosion and Sedimentation Ordinance; that he thanked the Board for allowing Ms. Hurley to read and present his memorandum since he could not attend the hearing; that he applauds the Board's action on this ordinance because it fills a most necessary ingredient in Chatham county's overall approach in guiding the unprecedented growth which Chatham County is experiencing; that he is certain the majority of the County's residents are also appreciative of the Board's action; that from the perspective of public input, he believes that an additional revision is necessary; that because so many residents are aware of some of the negative consequences of unregulated growth, their commentary should be invited, especially where permits are being issued to regulate certain land-disturbing activity and thus prevent the pollution of water and other damage to lakes, water courses, public and private property by excessive and destructive sedimentation; that he believes that with a small addition to the first paragraph of Section 8, the County could encourage public comment in an orderly way that will give citizens a stake in the procedure, while in many cases, add additional information that would help in assessing the proposal and in making more practical the details of the issued permit.

**Elaine Chiosso**, 1076 Rock Rest Road, Pittsboro, NC, speaking on behalf of the Haw River Assembly, stated that she would like to submit comments on the proposed "Revisions to the Chatham County Soil Erosion and Sedimentation Ordinance". She stated that with regard to Section 5D Ground Cover, it is the disturbed and uncovered ground areas that contribute the most sediment erosion during storm events; that this erosion of soil into the streams is damaging to aquatic life and the recreational and aesthetic properties of the streams; that they believe that the period of time that disturbed land at a construction site is allowed to sit uncovered after the construction is complete should be shortened significantly to reduce the number of muddy streams they are seeing in Chatham County; that they would recommend that the total time allowed be reduced to no more than fifteen working days or thirty days total instead of ninety days; that they would also recommend that any portions of

a construction site that are complete and will not be regarded or paved, be treated as final, and reseeded within the time limit they have proposed; that in addition, they also recommend that all development be required to maintain a cover of mulch over disturbed ground as the site is being developed; that many of the worst erosion problems that muddy the creeks happen in a very short period of time when land is exposed to a heavy rainfall; that using hay or other vegetative mulch cover can be an inexpensive, yet effective method, for preventing sediment erosion; that the developer should be required to have an adequate amount of mulch on the site to use for uncovered areas during the construction of the project; that with regard to Section 18, Plan Approvals, (pages 21, 23), the Board of Health should be afforded the same amount of time as the Board of commissioners for all procedures concerning requests and appeals on permits under this ordinance; that fifteen days seems like an inadequate amount of time for deliberation; that they also believe that this ordinance should include a process for citizens to request a hearing on permits that appear to be inadequate; and that with limited County staff, it would be wise to use the resources of County residents to make sure projects have adequate plans in place to control sediment erosion.

The County Attorney stated that he thought the General Statutes sets the times within which there has to be a decision.

**Allison Weakley**, 311 Boothe Hill Road, Chapel Hill, NC, thanked the Board for the opportunity to address soil erosion and sedimentation issues in Chatham County. She stated that since early October 2005, she has noticed muddy creeks flowing along Big Woods Road and Lystra Road from grading and construction activities associated with various other developments, including Windfall Creek Estates, The Homestead (Legacy) at Jordan Lake, and Chatham Downs; that on October 8, 2005, she investigated the source of sediment draining into streams in along these two roads and found failing sediment basins and silt fencing and lack of groundcover to be obvious reasons for the muddy creeks (See Photo One); that also problematic was road crossing with no silt fencing that was allowing mud to flow directly into a stream; that more than 1.92" of rain fell in a four-day period during the first week in October (See Climatological Data from the National Weather Service Forecast Office); that the meadows at The Homestead site had been significantly graded and sediment basins constructed just prior to that rain event; that what resulted was significant sediment (and straw) in streams that drain the site.

Ms. Weakley stated that she contracted Joe Idol, Division of Land Resources (DLR) and reported what she had found; that she also e-mailed photos to his supervisor, John Holley (Regional Engineer) and discussed the matter with him via phone; that Mr. Idol paid a visit to the site a few weeks later; that at that time, he did not find the developer in violation of the Sedimentation Pollution Control Act, but said that he would return to the site at a later date to continue his investigation; that he did state that there were some issues with silt fencing that he asked to be corrected; that Mr. Idol has been unable to visit the site again; that he suggested she call Ken Schuster in the DWQ Source Water Protection Unit to discuss water quality impacts which she did; and that Mr. Schuster referred her to Eric Kulz who covers water quality impact issues in Chatham County.

She stated that on December 5, 2005, Catherine Deininger of the Haw River Assembly also visited Big Woods Road to document mud in the creek; that she submitted a map and photos to the Division of Water Quality (DWQ) (See Photo Three); that Mr. Kulz responded that he and Mr. Idol would visit the site in early January, 2006 to "look at sedimentation and erosion control devices in use on these sites, as well as the streams themselves to determine if sediment is being deposited in the streams" (See Photo Four); that she again visited the Big Woods Road sites on December 8<sup>th</sup> and found no real change in the appearance of the muddy unnamed tributary (See Photo One); that comments on current sedimentation issues in Chatham County were submitted by her (and in her absence by Mrs. Loyse Hurley) to the Planning board on December 6, 2005 (See Photo Five); that a Notice of violation (NOVs) to the Sedimentation Pollution Control Act was issued recently to Chatham Downs for failing to comply with requested maintenance issues on site; that Chapel ridge (Buck Mountain) received a NOV this past summer; that other developments are currently under investigation for sedimentation and water quality violations (Windfall Creek Estates, The Legacy/Homestead, etc.); that it is important to note that those developments who have been issued a NOV all had Erosion and Sedimentation Plans approved by the State; that all three were issued NOVs for non-compliance to their plans; that in all three cases (The Preserve, Chapel Ridge, and Chatham Downs), the contractor did not follow the plan and

down-sized the temporary sediment basins before ground cover was established; that at the Planning Board meeting on December 6, 2005, mark Ashness presented photos of the sediment basins at The Legacy (Homestead) site which were taken on December 3, 2005 just before the County received another torrential downpour; that Slide Three shows a sediment basin within the WS-IV Critical Area of Jordan Lake (next to trailers); that one can see that it is already full of muddy water at the time the photos were taken; that the following two days (December 4<sup>th</sup> and 5<sup>th</sup>) when 1.49" of rain was received; that the basins clearly could not and did not capture a significant portion of runoff from that storm event; that she took the photo on October 8, 2005 just after this basin was constructed; that one photo shows failing silt fencing that was overcome when sediment washed out of the basin and down slope (south) toward Big Woods Road near where the trailers are parked (Photo Three); that Photo Four shows a basin on the south side of the access road on December 3<sup>rd</sup>; that she took a few photos of this basin on October 8, 2005; and that the basin overflowed and sediment went washing through the stream buffer.

She further stated that unfortunately, the staff at DLR and DWQ must oversee a wide variety of projects that stretch across a large geographic area; that this means that compliance and enforcement, especially on these larger developments, may be overlooked due to a lack of staff time and resources; that Mr. Idol commented to her that "Chatham needs more than one person"; that he stated that Orange County has four Sedimentation Control inspectors who are able to visit sites once a week, whereas he is lucky to visit sites once every couple of months; that likewise, Eric Kulz and his counterpart, Mike Horan, together cover fifteen counties; that the fact that DLR and DWQ have scheduled time to tour Chatham County developments show that they have reason to be concerned. She stated that Chatham County needs to take more of a vested interest in sedimentation and erosion control, especially given the number of acres and streams significantly impacted by development now and in the coming years; that it is incumbent upon the Board to see that the Soil Erosion and Sedimentation Ordinance has some teeth and that developers are held accountable for impacts to water quality in Chatham County; and that Jordan Lake is a drinking water source and key to the County's economic future and that everyone has an obligation to prevent further degradation of its water quality.

**Rich Hayes**, 612 Oak Island Drive, Chapel Hill, NC, stated that he was glad that Chatham County was finally going to have a local program; that he thinks that it is going to help being able to quickly address problems; and that the difference between a couple of months and a couple of weeks in getting to a site is that any problems can be quickly remedied. He urged the Board to consider additional protection the critical watershed areas.

**Michael E. Burke**, 751 Windsor Road, Chapel Hill, NC, stated he had twenty-five years in natural resource conservation; that after having read the proposed Soil Erosion and Sediment Control Ordinance, there are a couple of areas that he feels should be addressed in greater detail; that 1) a better definition of a lake or natural water course, in particular the definition of streams; that without a clear source of reference this could get to be rather subjective and could lead to environmental damage of some of Chatham County's water ways; 2) Section 4b-1 – If the disturbance is for a structure, it should fall under the ordinance; that the fact is the requirements for this ordinance are not so overbearing as to cause hardship given the tax incentives, subsidies, and cost shares members of the agricultural community receive; 3) Section 4b-2 – This exclusion should only be allowed if there is an approved Forest Management Plan in effect and followed for X amount of years after forestry services; 4) Section 5a-1 – This is too subjective, without a minimum distance and a good definition of a water source there will be environmental damage from siltation; that the function of this ordinance is preemptive in nature and not to provide basic guidelines for plan designers or plan reviewers would be counter-productive; that also many times to fix something after the fact is more costly to the environment; 5) Section 5d – it would be nice to encourage native plant materials when ever possible, particularly in those areas adjacent to protected green space; 6) Section 10b – Increase the minimum standard to 25 year event for storm water management; that the effects of storm water to downstream water courses may not become apparent for years after the land disturbance; that as noted later in Section 10c, the processes for storm water management is "a developing technology" and until it becomes a standard, it would be in the County's interest to increase the protections in this area; 7) Section 19f – The word "significant" is too subjective; that a clear guide line should be given since this is the foundation for legal action; 8) Section 19g – The word "may" is too subjective; that in some instances like in HQW areas or perhaps on projects greater than "X"

acres, the "cease order" should be automatic; and Section 19f & g – The term "the County" should be defined in such a way as to determine accountability.

**Paul McCoy**, 3557 Pea Ridge Road, New Hill, NC, stated that he hoped the Board would not have anything to do with impacting on agriculture anymore than already recommended; that the ordinance could be violated every time a crop is planted; that a field is clear cut before it is planted; that the County does not need any more regulations; that he believes that there are those who are willing to take every bit of the citizens' freedoms away; that he thought the attorney treated them kindly when he said that he felt that they were out-of-line; that he thought they didn't have anything to do except sit and watch and harass those who were trying to do a decent job; that agriculture and farming people deserve the very best they can get in the County; that agriculture is the driving force; that if they are continually burdened with more regulations, they will be forced off their farms; that he has a problem with adding another person to watch over soil and erosion; that if those people are truly worried about erosion, they should visit Brickhaven and visit the brick plant who has turned the little branch into nothing but a solid red mass; that they never bother them, but continually harass the little folks trying to make a living off the land.

The Chairman closed the floor for the public hearing.

Commissioner Emerson moved, seconded by Commissioner Barnes, to adopt the Chatham County Soil Erosion and Sedimentation Control Ordinance, effective January 01, 2006. The motion carried five (5) to zero (0). The ordinance is attached hereto and by reference made a part hereof.

***Other Items:***

**Erosion & Sedimentation Control Program Contract:** Consideration of a request to approve the Erosion & Sedimentation Control Program contract with the Department of Environment and Natural Resources (DENR) totaling \$48,498.00, effective November 2, 2005

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve the Erosion & Sedimentation Control Program contract with the Department of Environment and Natural Resources (DENR) totaling \$48,498.00, effective November 2, 2005. The motion carried five (5) to zero (0).

**BOARDS AND COMMITTEES**

**Mid-Force Workforce Committee:**

Commissioner Cross moved, seconded by Commissioner Emerson, to appoint Gabriel Soltren, PO Box 524, Siler City, NC, to the Mid Carolina Workforce Committee. The motion carried five (5) to zero (0).

**MANAGER' S REPORTS**

The County Manager reported on the following:

**Joint Meeting with Central Carolina Community College:**

The Central Carolina Community College Board of Trustees want to have a joint meeting with the Board of Commissioners.

By consensus, the Board agreed to meet with the Central Carolina Community College Board of Trustees as part of their work session on the afternoon of February 20, 2006. An alternate date would be the afternoon on February 6, 2006 after the Boards' regularly scheduled work session.

**Board Summit:**

The Board's summit will be held on the afternoon of January 3, 2006 and continued on January 4, 2006 and January 5, 2006, if needed.

**Architect's Fee Adjustment:**

The Assistant County Manager explained that the architect's fees for renovations of the Department of Social Services were approved subject to the fees being within the budget; that the proposed fees are over; that the reason is that the cost of the design fees was estimated at ten percent which is the standard that is used for new construction; that it should have been estimated at fifteen percent for renovations; and that the fees will be taken from contingency.

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve the additional amount in architect's fees for the contract with Hobbs Architects with funds to be taken from contingency. The motion carried five (5) to zero (0).

**BOARD OF COMMISSIONERS' MATTERS**

**Septic System Inspection Fees:**

Commissioner Outz stated that he had had several people call him about the \$25 septic system inspection fee.

Chairman Morgan stated that it was a State-driven fee.

**Wal-Mart Sales Tax:**

Commissioner Outz asked the Finance Officer to provide the figure that Wal-Mart pays in County sales and property taxes.

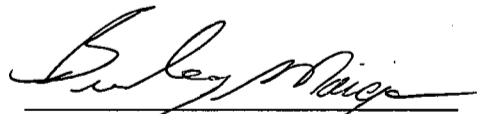
**Cafeteria Renovations for Jordan Matthews High School:**

Commissioner Outz asked about the excessive cost involved to build the cafeteria at Jordan Matthews High School. He asked who was in control of the spending/fees.

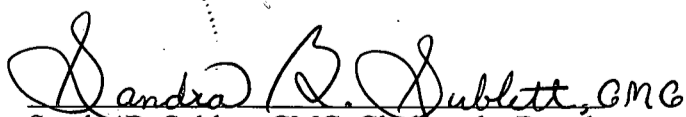
Chairman Morgan explained that the school is in charge with the County's Finance Officer as a consultant.

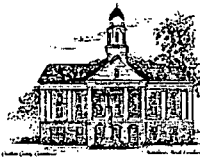
**ADJOURNMENT**

Chairman Outz moved, seconded by Commissioner Emerson, to adjourn the regular meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 8:23 PM.

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners



**Chatham County  
Board of Commissioners  
Agenda Abstract**

**Item Number:**  
**Meeting Date:** 12/12/05

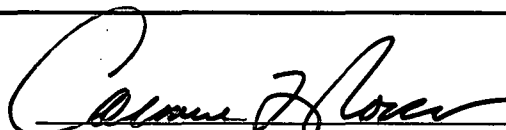
**Part A**

**Subject:** Consideration of a request to notify the Board of Commissioners of changes in flu and pneumonia vaccination fees due to increase in Medicare rates.

**Action Requested:** Motion to accept notification of changes in Medicare rates for flu and pneumonia vaccinations.

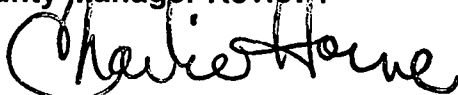
**Attachments:** None.

**Submitted By:**

  
Carmine Rocco, Health Director  
Chatham County Health Department

11/28/05  
Date

**County Manager Review:**



Charlie Horne, County Manager

11-29-05  
Date

**This abstract requires review by:**

**County Attorney** \_\_\_\_\_  
Date Reviewed

**Finance Officer** \_\_\_\_\_  
Date Reviewed

**Budget Officer** \_\_\_\_\_  
Date Reviewed





**Chatham County  
Board of Commissioners  
Agenda Abstract**

**Item Number:**

**Meeting Date: 12/12/05**

**Part B**

**Introduction & Background:**

The Chatham County Public Health Department Fee Policy allows for adjustment of fees based on Medicaid/Medicare rates or cost analysis. The policy further states that the Health Department shall inform the commissioners of any changes in rates.

**Discussion & Analysis:**

The new rates are for the 2005 flu season. Medicare reimbursement rates are \$29.60 for flu vaccinations and \$42.12 for pneumonia vaccinations. The Health Department would charge non-Medicare clients \$30 for flu and \$43 for pneumonia vaccinations. We anticipate administering over 2000 flu vaccinations for the 2005 flu season.

**Budgetary Impact:**

The Health Department would realize an increase in budgeted revenue due to the rate increase by Medicare. Based on 2000 flu vaccinations, we anticipate revenue to be approximately \$60,000. Pneumonia vaccinations projected revenue would be \$4300. The budgeted amount was \$22,500.

**Recommendation:**

Motion to accept notification of changes in Medicare rates for flu and pneumonia vaccinations.



**CHATHAM COUNTY  
BOARD OF COMMISSIONERS  
AGENDA ABSTRACT**

**ITEM NUMBER:**  
**MEETING DATE:** 12/12/05

**PART A**

**Subject:** Chatham County Six Mile Insurance Rated Fire District Mapping  
**Action Requested:** Approval of the Six Mile Insurance Rated Fire District Maps and Written Descriptions  
**Attachments:** A. Six Mile Insurance Rated Fire District Maps  
 B. Six Mile Insurance Rated Fire District Written Descriptions

**Submitted By:**

  
 Thomas K. Bender  
 Chatham County Fire Marshal

11/23/05  
 Date

**County Manager Review:**

\_\_\_\_\_  
 Charlie Horne, County Manager

\_\_\_\_\_  
 Date

**This abstract requires review by:**

**County Attorney** \_\_\_\_\_  
 Date Reviewed

**Finance Officer** \_\_\_\_\_  
 Date Reviewed

**Budget Officer** \_\_\_\_\_  
 Date Reviewed

**PART B**

**Introduction & Background:**

On February 23, 2001, the NC Department of Insurance, Office of the State Fire Marshal, authorized Insurance Rated Fire Districts to be extended from five miles to six miles. On April 2, 2001 the Chatham County Board Of Commissioners authorized by resolution the extending of the present five mile insurance rated fire districts to six mile insurance rated fire districts. Prerequisites of extending the Insurance Rated Fire Districts included the individual counties governing boards and/or authorities approving such increase, the development of maps and written descriptions, development of automatic aid agreements between all fire districts/departments, and 9S Rating Inspections by the Office of the State Fire Marshal of all fire departments within the County.



**CHATHAM COUNTY  
BOARD OF COMMISSIONERS  
AGENDA ABSTRACT**

**ITEM NUMBER:**

**MEETING DATE:** 12/12/05

**Discussion & Analysis:**

The extension of the current Five Mile Insurance Rated Fire Districts to Six Mile Insurance Rated Fire Districts will change the current insurance classification rating in the area between five to six miles from each fire department from a Class #10 ("Unprotected") to a rating of #9E. Residents living in this area will not receive the same rating as those within five miles but will no longer be in area presently identified as "unprotected". The required maps and written descriptions will not only identify this area as a requirement of the Office of the State Fire Marshal but will be of much value in response to insurance company's inquiries as to where a residential structure is located.

**Budgetary Impact:**

None to the County. Chatham County residents living within the area between five to six miles from their respective fire departments may realize a reduction in their homeowners insurance premiums.

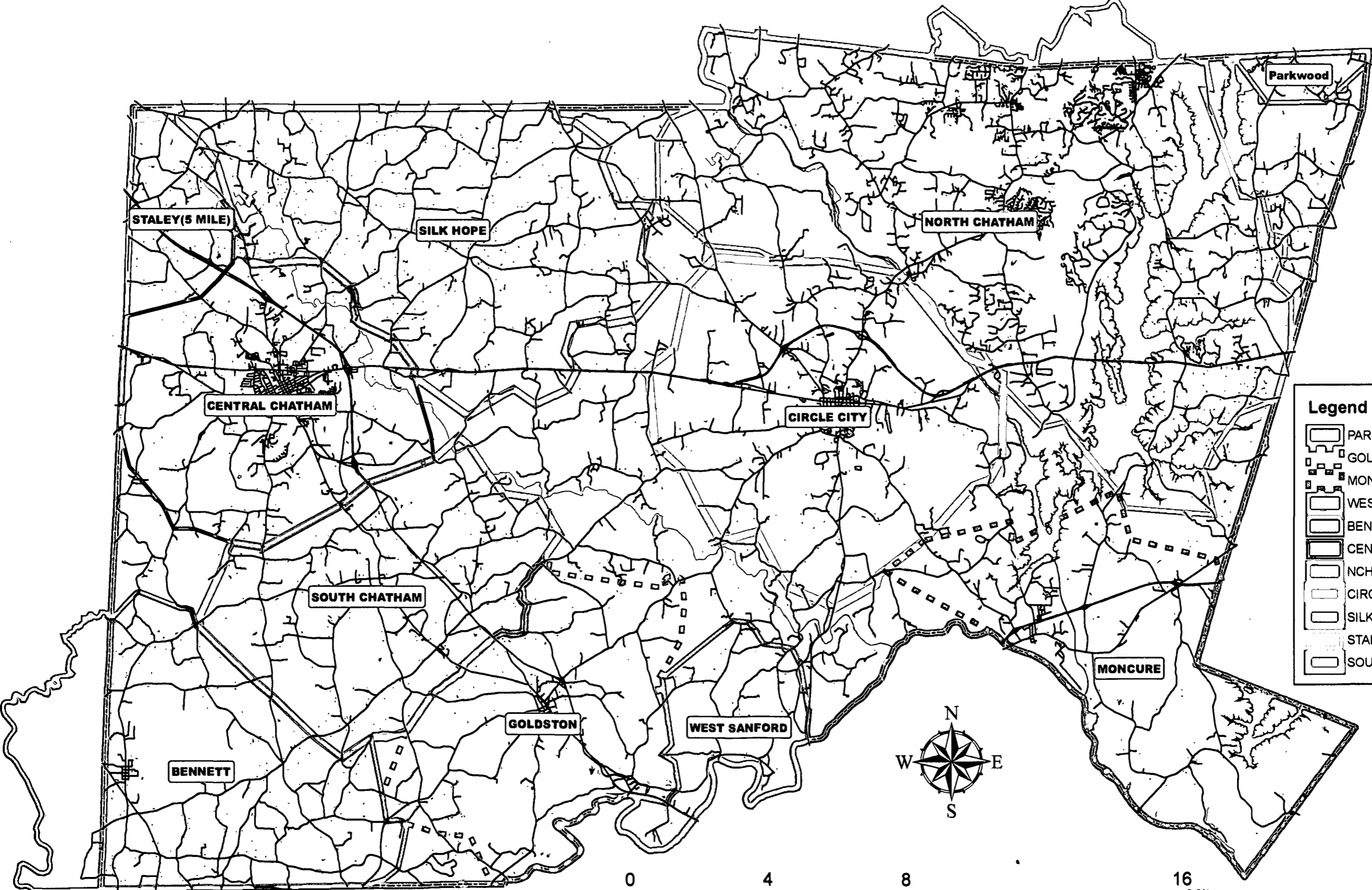
**Recommendation:**

Motion to approve the Six Mile Insurance Rated Fire District Maps and Written Descriptions:

**Suggested Motion:**

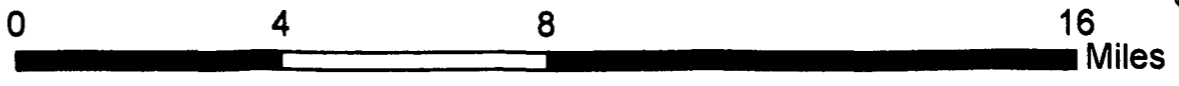
Motion to approve the Six Mile Insurance Rated Fire District Maps and Written Descriptions.

**CHATHAM COUNTY 6-MILE INSURANCE RATED DISTRICTS**



**Legend**

- PARKWOOD
- GOLDSTON
- MONCURE
- WEST\_SANFORD
- BENNETT
- CENTRAL\_CHATHAM
- NCHATHAM
- CIRCLE\_CITY
- SILK\_HOPE
- STALEY
- SOUTH CHATHAM (BONLEE)



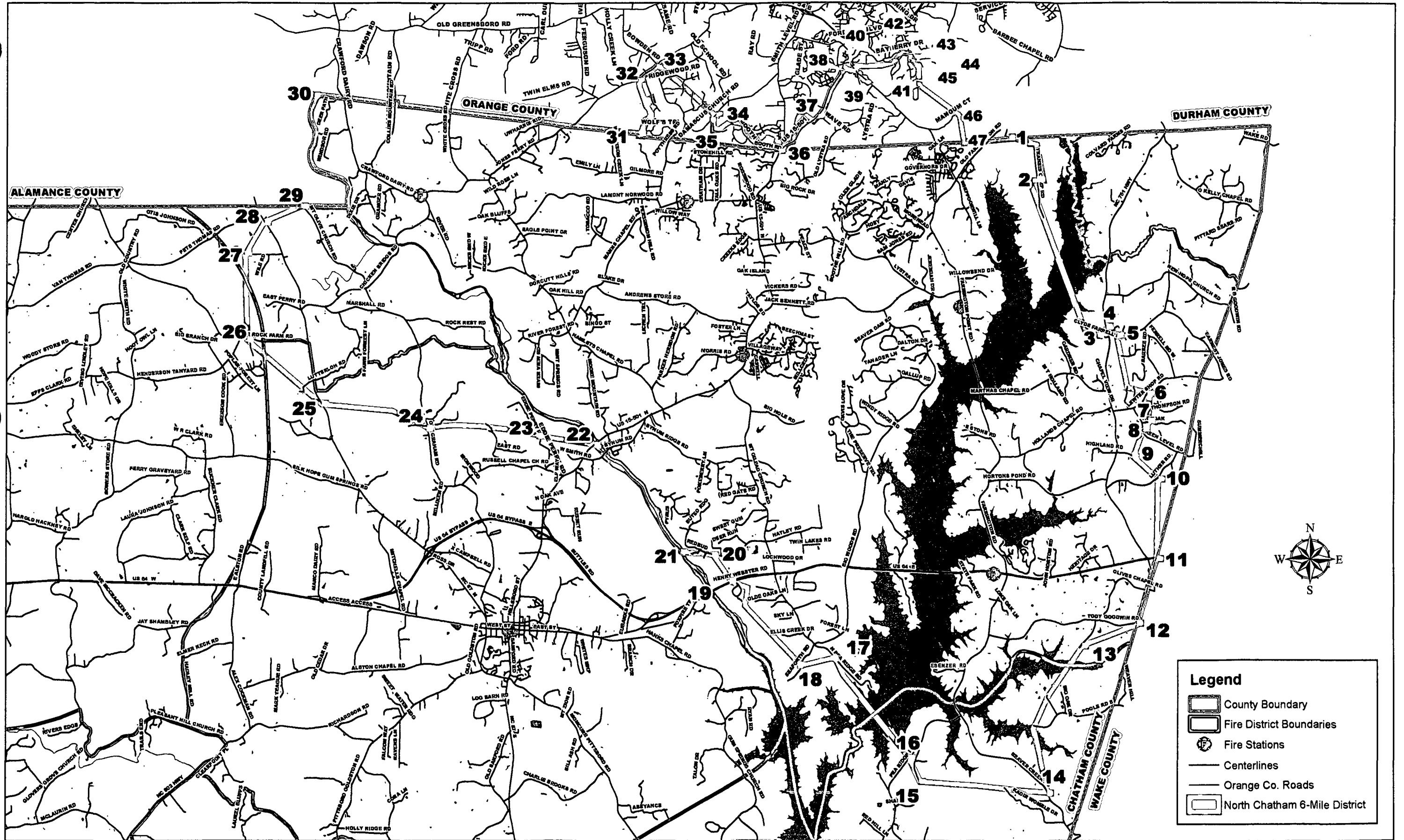
**NORTH CHATHAM 6-MILE INSURANCE RATED DISTRICT  
CHATHAM COUNTY (08/04/04)**

Note: North Chatham Fire District served by 5 Fire Stations

Beginning at point (1) on Transis Camp Rd (SR 1728) at its intersection with the Chatham - Durham County Line; thence southeasterly to point (2) on Transis Camp Rd (SR 1728), 1.15 miles south of its intersection with the Chatham-Durham County Line; thence southeasterly to point (3) on Clyde Farrell Rd (SR 1775), 0.2 mile west from its intersection with NC Highway 751 excluding all properties on Transis Camp Rd (SR 1728) between this and previous point; thence northeasterly to point (4) on NC Highway 751, 0.2 mile north of its intersection with Clyde Farrell Rd (SR 1775); thence southeasterly to point (5) on Mt Pisgah Church Rd (SR 1736), 0.15 mile east of its intersection with NC Hwy 751; thence southeasterly to point (6) on Lewter Shop Rd (SR 1740), 0.9 mile east of its intersection with NC Hwy 751; thence southerly to point (7) on Neodak Rd (SR 1801), 0.12 mile east of its intersection with Green Level Rd (SR 1742); thence southwesterly to point (8) on Green Level Rd (SR 1742), 0.13 mile south of its intersection with Neodak Rd (SR 1801); thence continuing southwesterly to point (9) at the end of Caley Wilson Rd (SR 1761), 0.34 miles east of its intersection with NC Hwy 751; thence southeasterly to point (10) on Luther Rd (SR 1743), 1.15 miles east of its intersection with NC Hwy 751; thence southerly to point (11) at the intersection of US Hwy 64 E and the Chatham-Wake County Line; thence southwesterly to point (12) at the intersection of Tody Goodwin Rd (SR 1900) and the Chatham-Wake County Line; thence southwesterly to point (13) at the end of E Goodwin Rd (SR 1902); thence southwesterly to point (14) on Beaver Creek Rd (SR 1008), 2.50 mile south of its intersection with Pea Ridge Rd (SR 1972) and excluding all portions of Poole Rd (SR 1903) and Johnson Farm Rd (Not a State Road); thence westerly to point (15) at the end of Lower Thrift Rd (SR 1907), 0.80 mile south of its intersection with Pea Ridge Rd (SR 1972); thence northerly to point (16) on Pea Ridge Rd (SR 1972), 0.35 mile south of its intersection with Lower Thrift Rd (SR 1907); thence northwesterly to point (17) on N Pea Ridge Rd (SR 1700), 0.50 mile south of its intersection with Seaforth Rd (SR 1941); thence westerly to point (18) at the end of Seaforth Rd (SR 1941), 0.50 mile south of its intersection with N Pea Ridge Rd (SR 1700); thence northwesterly to point (19) on US Hwy 64, 0.9 mile west of its intersection with N. Pea Ridge Rd (SR 1700) and excluding all of Hills of the Haw Rd and Hills of the Haw Trail (Not State Roads); thence continuing northwesterly to point (20) on Sugar Lake Rd (SR 1714), 1.20 miles west of its intersection with Mt Gilead Church Rd (SR 1700); thence westerly to point (21) at the Haw River thence following the Haw River northwesterly to point (22) at the intersection of the Haw River and US Hwy 15-501; thence westerly to point (23) on Eddie Perry Rd (SR 1522), 0.85 mile north of its intersection with Russells Chapel Church Rd (SR 1520); thence westerly to point (24) on Old Graham Rd (SR 1516), 2.25 miles south of its intersection with Rock Rest Rd (SR 1547); thence westerly to point (25) on NC Hwy 87, 0.5 mile south of its intersection with Lutterhol Rd (SR 1548); thence northwesterly to point (26) on Castle Rock Farm Rd (SR 1549), 0.15 mile east of its intersection with Henderson Tanyard Rd (SR 1558); thence northerly to point (27) on Bowman Bare Rd

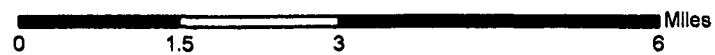
(SR 1550), 0.75 mile west of its intersection with NC Hwy 87; thence northeasterly to point (28) on NC Hwy 87, 0.75 mile north of its intersection with Bowman Bare Rd (SR 1550); thence northeasterly to point (29) at the intersection of Mt. Olive Church Rd (SR 1520) and the Chatham-Alamance County Line; thence easterly following the Chatham-Alamance County Line to point (30) at the intersection of the Chatham, Alamance, and Orange County Lines; thence easterly following the Chatham-Orange County Line to point (31) on the Chatham-Orange County Line, 0.6 mile west of its intersection with Poythress Rd (SR 1534); thence northerly following the White Cross-Damascus Orange County ISO Fire District Line to point (32) at its intersection with Jones Ferry Rd (SR 1540), 1.3 miles south of its intersection with Old School Rd (SR 1941); thence northeasterly following the White Cross-Damascus Orange County ISO Fire District Line to point (33) on Jones Ferry Rd (SR 1540), 0.80 mile south of its intersection with Old School Rd (SR 1941); thence southeasterly following the South Orange-Damascus Orange County ISO Fire District Line to point (34) on Damascus Church Rd (SR 1939), 1.6 mile south of its intersection with Smith Level Rd (SR 1919); thence southwesterly following the South Orange-Damascus Orange County ISO Fire District Line to point (35) on Damascus Church Rd (SR 1939), 1.7 mile south of its intersection with Smith Level Rd (SR 1919); thence easterly following the South Orange -Damascus Orange County ISO Fire District Line to point (36) on US 15-501 at its intersection with the Chatham County Line; thence northerly following US 15-501 to point (37) on US 15-501, 1 mile north of its intersection with Smith Level Rd (SR 1919), and including all properties on Cole and Dixie Gardens Roads; thence northeasterly following the Chapel Hill Town Limits to point (38) on Mt. Carmel Church Rd (SR 1008), .10 mile north of its intersection with Old Lystra Rd (SR 1915); thence southerly following the Chapel Hill Town Limits to point (39) on Mt. Carmel Church Rd (SR 1008), 0.3 mile south of its intersection with Old Lystra Rd (SR 1915); thence northerly to point (40) on Mt. Carmel Church Rd, 0.10 mile north of its intersection with Old Lystra Rd (SR 1915), excluding the area of Mt. Carmel Church Rd inside the Chapel Hill Town Limits; thence easterly to point (41) at the intersection of Arboretum (SR 1992) and Chestnut Rd (SR 2050); thence northeasterly to point (42) at the intersection of Arboretum Dr (SR 1992) and Bayberry Dr (SR 2051), including all of Arboretum Dr (SR 1992) between this and the previous point, thence easterly to point (43) at the intersection of Rhododendron Dr (SR 2060) and Bayberry Dr (SR 2051), including all of Bayberry Dr (SR 2051) between this and the previous point; thence southeasterly to point (44) on Madera Lane (Not a State Rd) , 0.10 mile east of its intersection with Rhododendron Dr (SR 2060); thence southerly to point (45) on Parker Rd (SR 1916), 0.17 mile east of its intersection with Rhododendron Dr (SR 2060), thence southeasterly to point (46) on Mangum Ct (SR 2001), 0.7 mile northeast of its intersection with Mt. Carmel Church Rd (SR 1008), thence south to point (47) at the intersection of the Chatham, Orange, and Durham County Lines; thence following the Chatham-Durham County Line back to the start at point (1).

# NORTH CHATHAM 6-MILE INSURANCE RATED DISTRICT



**Legend**

- County Boundary
- Fire District Boundaries
- Fire Stations
- Centerlines
- Orange Co. Roads
- North Chatham 6-Mile District



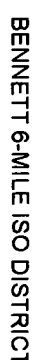
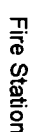
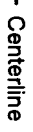

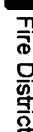
## **BENNETT 6-MILE INSURANCE RATED DISTRICT - CHATHAM COUNTY**

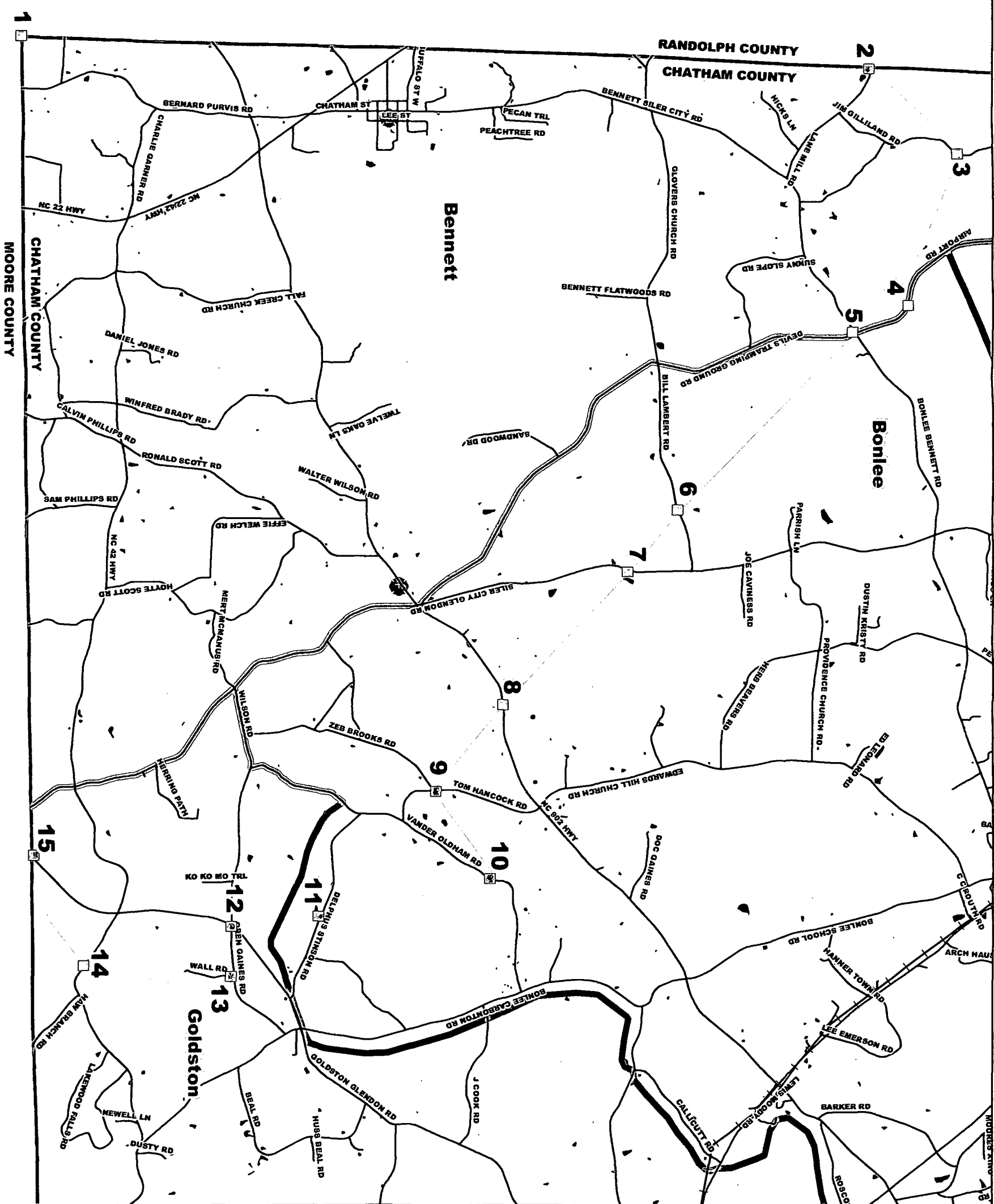
Note: Bennett Fire District served by 2 Fire Stations

Beginning at point (1) at the intersection of the Chatham-Moore-Randolph County Lines; thence northerly along the Chatham-Randolph County Line to point (2) at its intersection with Lane Mill Rd (SR 1156), 0.50 mile northwest of the intersection of Lane Mill Rd (SR 1156) and Jim Gilliland Rd (SR 1148); thence northeasterly to point (3) on Jim Gilliland Rd (SR 1148), 1.20 mile north of its intersection with Lane Mill Rd (SR 1156); thence easterly to point (4) on Airport Rd (SR 1100), 0.55 mile north of its intersection with Bonlee Bennett Rd (SR 1005); thence southerly to point (5) at the intersection of Airport Rd (SR 1100) and Bonlee Bennett Rd (SR 1005), including all properties on Bonlee Bennett Rd between this and the previous point; thence southeasterly to point (6) on Bill Lambert Rd (SR 1145), 1.40 mile east of its intersection with Devils Tramping Ground Rd (SR 1100); thence southeasterly to point (7) on Siler City Glendon Rd (SR 1006), 2.00 miles north of its intersection with Devils Tramping Ground Rd (SR 1100); thence southeasterly to point (8) on NC Hwy 902, 1.25 miles north of its intersection with Siler City Glendon Rd (SR 1006); thence southeasterly to point (9) at the intersection of Zeb Brooks Rd (SR 2316) and Tom Hancock Rd (SR 1141); thence northeasterly to point (10) on Vander Oldham Rd (SR 2312), 1.00 mile north of its intersection with Tom Hancock Rd (SR 1141); thence southerly to point (11) on Delphus Stinson Rd (SR 2331), 1.00 mile east of its intersection with Vander Oldham Rd (SR 2312); thence southerly to point (12) at the intersection of Goldston Glendon Rd (SR 2303) and Wilson Rd (SR 2314); thence easterly to point (13) at the intersection of Oren Gaines Rd (SR 2314) and Wall Rd (SR 2330), including all properties on Oren Gaines Rd (SR 2314) between this and the previous point; thence southerly to point (14) on NC Hwy 42, 0.55 mile west of its intersection with Goldston Glendon Rd (SR 2303); thence southwesterly to point (15) at the intersection of Goldston Glendon Rd (SR 2303) and the Chatham-Moore County Line; thence westerly along the Chatham-Moore County Line back to point (1), the beginning.



**Legend**

-  BENNETT 6-MILE ISO DISTRICT
-  Fire Stations
-  Centerline
-  Railroad
-  Fire Districts






## **SOUTH CHATHAM 6-MILE INSURANCE RATED DISTRICT - CHATHAM COUNTY**

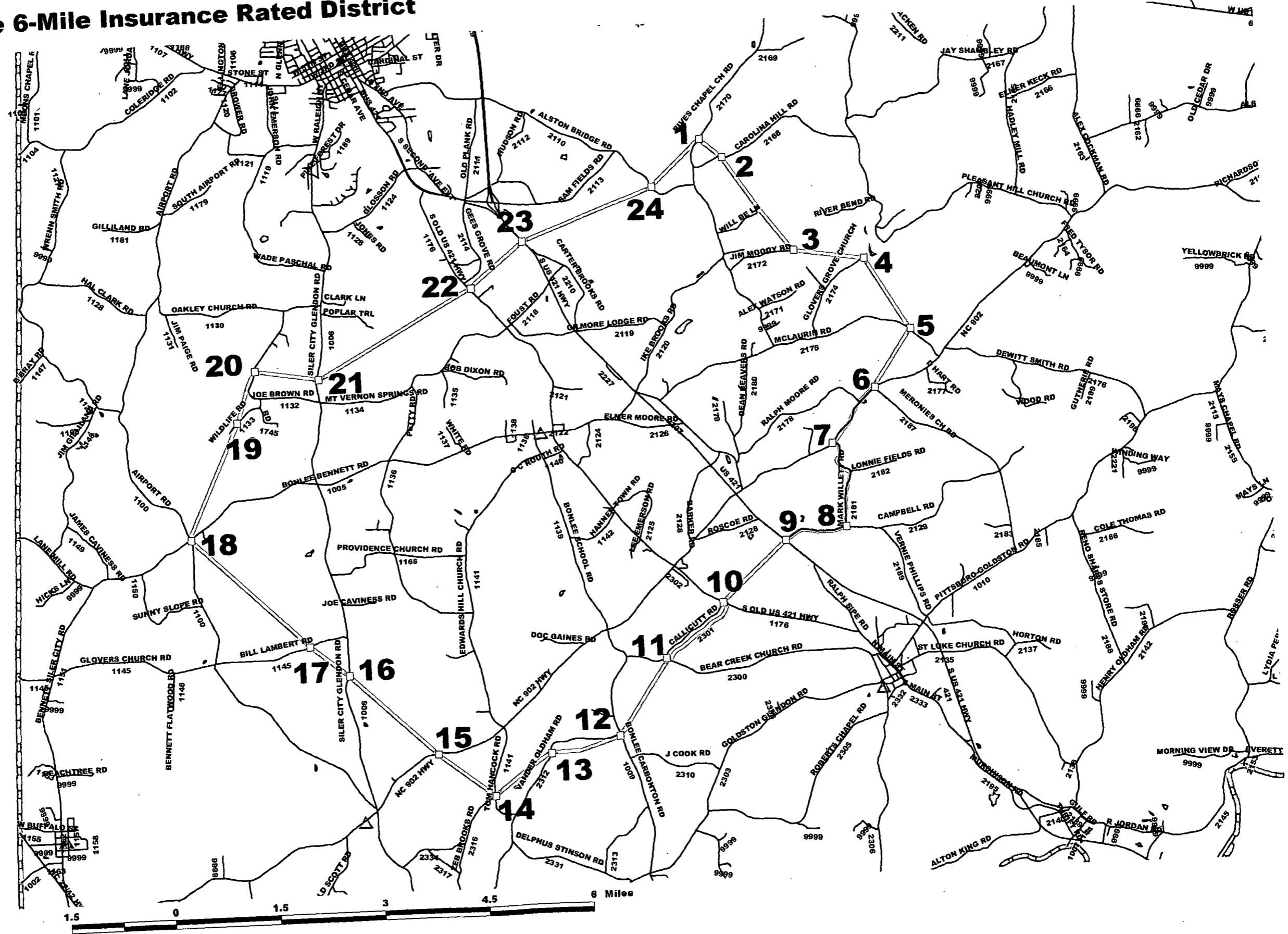
Note: South Chatham Fire District served by 1 Fire Station

Beginning at point (1) on Rives Chapel Rd (SR 2170), 0.45 mile north of it's intersection with Carolina Hill Rd (SR 2168); thence southeasterly to point (2) on Carolina Hill Rd (SR 2168), 0.45 mile east of it's intersection with Rives Chapel Rd (SR 2170); thence southeasterly to point (3) on Jim Moody Rd (SR 2172), 1.00 mile east of it's intersection with Rives Chapel Rd (SR 2170); thence easterly to point (4) on Glovers Grove Church Rd (SR 2174), 1.45 miles north of it's intersection with McLaurin Rd (SR 2175); thence southeasterly to point (5) on McLaurin Rd (SR 2175), 1.45 miles east of it's intersection with Glovers Grove Church Rd (SR 2174); thence southwesterly to point (6) at the intersection of NC Hwy 902 and Meronies Church Rd (SR 2187); thence southwesterly following the centerline of NC Hwy 902 to point (7) at the intersection of NC Hwy 902 and Mark Willett Rd (SR 2181); thence southerly following the centerline of Mark Willett Rd (SR 2181) to point (8) at the intersection of Mark Willett Rd (SR 2181) and Campbell Rd (SR 2129); thence westerly following the centerline of Campbell Rd (SR 2129) to point (9) at the intersection of Campbell Rd (SR 2129) and US Hwy 421; thence southwesterly to point (10) on Old US Hwy 421 (SR 1176) at it's intersection with Callicut Rd (SR 2301); thence southwesterly to point (11) on Callicut Rd (SR 2301) at it's intersection with Bear Creek Church Rd (SR 2300) including all properties on Callicut Rd (SR 2301) between this and the preceding point; thence southwesterly to point (12) at the intersection of Bonlee Carbonton Rd (SR 1009) and Vander Oldham Rd (SR 2312); thence westerly to point (13) on Vander Oldham Rd (SR 2312), 1.12 miles west of it's intersection with Bonlee Carbonton Rd (SR 1009) and including all properties on Vander Oldham Rd (SR 2312) between this and the preceding point; thence southwesterly to point (14) on Tom Hancock Rd (SR 1141), 1.00 mile south of it's intersection with NC Hwy 902; thence northwesterly to point (15) on NC Hwy 902, 1.00 mile west of it's intersection with Tom Hancock Rd (SR 1141); thence northwesterly to point (16) on Siler City Glendon Rd (SR 1006), 0.55 mile south of it's intersection with Bill Lambert Rd (SR 1145); thence northwesterly to point (17) on Bill Lambert Rd (SR 1145), 0.55 mile west of it's intersection with Siler City-Glendon Rd (SR 1006), thence northwesterly to point (18) at the intersection of Airport Rd (SR 1100) and Bonlee Bennett Rd (SR 1005); thence northeasterly to point (19) on Wildlife Rd (SR 1133), 0.50 mile south of it's intersection with Joe Brown Rd (SR 1132); thence northeasterly to point (20) on Joe Brown Rd (SR 1132), 0.50 mile north of it's intersection with Wildlife Rd (SR 1133) and including all properties on Wildlife Rd (SR 1133) and Joe Brown Rd (SR 1132) between this and the preceding point; thence easterly to point (21) on Siler City-Glendon Rd (SR 1006), 1.09 miles south of it's intersection with Oakley Church Rd (SR 1130); thence northeasterly to point (22) on Old US Hwy 421 (SR 1176), 0.10 mile south of it's intersection with Gees Grove Rd (SR 2114); thence northeasterly to point (23) on US Hwy 421, 0.20 mile north of it's intersection with Carter Brooks Rd (SR 2210); thence northeasterly to point (24) on Alston Bridge Rd (SR 2110), 0.70 mile west of it's intersection with Rives Chapel Rd (SR 2170), thence northeasterly back to point (1), the beginning.

# Bonlee 6-Mile Insurance Rated District

**Legend**

-  Fire Stations
-  County Boundary
-  Bonlee 6-Mile Boundary



## **SILK HOPE 6-MILE INSURANCE RATED DISTRICT - CHATHAM COUNTY**

Note: Silk Hope Fire District served by 2 Fire Stations

Beginning at point (1) on Center Church Rd (SR 1554) at the Chatham - Alamance County Line; thence southeasterly to point (2) on Castle Rock Farm Rd (SR 1549), 0.73 mile north of it's intersection with Otis Johnson Rd (SR 1552); thence southerly to point (3) on Castle Rock Farm Rd (SR 1549), 0.40 mile north of it's intersection with Otis Johnson Rd (SR 1552), excluding all properties between this and the preceding point; thence easterly to point (4) on Otis Johnson Rd (SR 1552), 0.44 mile north of it's intersection with Castle Rock Farm Rd (SR 1549), thence southeasterly to point (5) on Pete Thomas Rd (SR 1553), 0.82 mile south of it's intersection with Otis Johnson Rd (SR 1552); thence southerly to point (6) on Castle Rock Farm Rd (SR 1549), 0.92 mile south of it's intersection with Pete Thomas Rd (SR 1553); thence southeasterly to point (7) on Emerson Cook Rd (SR 1559), 0.35 mile south of it's intersection with Castle Rock Farm Rd (SR 1549); thence easterly to point (8) on Henderson Tanyard Rd (SR 1558), 0.20 mile south of it's intersection with Castle Rock Farm Rd (SR 1549); thence southerly to point (9) on Emerson Cook Rd (SR 1559), 0.45 mile south of it's intersection with Henderson Tanyard Rd (SR 1558); thence southerly to point (10) on Emerson Cook Rd (SR 1559), 1.40 miles south of it's intersection with Henderson Tanyard Rd (SR 1558), excluding all properties on Emerson Cook Rd (SR 1559) between point and the preceding point; thence southeasterly to point (11) on Silk Hope Gum Springs Rd (SR 1346), 0.50 east of it's intersection with Emerson Cook Rd (SR 1559); thence southwesterly to point (12) on Buckner Clark Rd (SR 1561), 1.05 mile south of it's intersection with Silk Hope Gum Springs Rd (SR 1346); thence westerly to point (13) on Clark Self Road (SR 1508), 0.15 mile south of it's intersection with Laura Johnson Rd (SR 1509), thence westerly to point (14) on Laura Johnson Rd (SR 1509), 0.15 west of it's intersection with Clark Self Road (SR 1508); thence southwesterly to point (15) on Hillside Dairy Rd (SR 1151), 0.10 mile north of it's intersection with US Hwy 64, excluding all properties on Laura Johnson Rd (SR 1508) and Hillside Dairy Rd (SR 1151) between this and the preceding point; thence southeasterly to point (16) on US Hwy 64, 0.10 mile east of it's intersection with Hillside Dairy Rd (SR 1151), thence southwesterly to point (17) on Dave McCracken Rd (SR 2211), 0.67 mile south of it's intersection with US Hwy 64; thence westerly to point (18) on Pleasant Hill Church Rd (SR 1506), 1.45 miles south of US Hwy 64; thence westerly to point (19) on Zeb Ferguson Rd (SR 2169), 0.70 mile east of it's intersection with Rives Chapel Church Rd (SR 2170); thence westerly to point (20) on Rives Chapel Church Rd (SR 2170), 0.90 mile south of it's intersection with Zeb Ferguson Rd (SR 2169); thence westerly to point (21) on Stage Coach Rd (SR 1503), 0.85 mile southwest of it's intersection with US Hwy 64, and including all properties on Stage Coach Rd (SR 1503) between this and the previous point; thence northerly to point (22) on US Hwy 64, 0.60 mile west of it's intersection with Arthur Teague Rd (SR 1500); thence northwesterly to point (23) at the intersection of Silk Hope Rd (SR 1003) and Dorsett Rd (SR 1502); thence northwesterly to point (24) on Smith Hudson Rd (SR 1328) at it's intersection with Kirkman's Ford Rd (Not a State Road), 1.50 miles west of the

intersection of Smith Hudson Rd (SR 1328) and Rufus Brewer Rd (SR 1329), and including all properties on Kirkman's Ford Rd (Not a State Road) between this and the preceding point; thence northwesterly along the centerline of Smith Hudson Rd (SR 1328) to point (25) at the intersection of Smith Hudson Rd (SR 1328) and Jessie Bridges Rd (SR 1332); thence northwesterly to point (26) at the intersection of Siler City Snow Camp Rd (SR 1004) and R.C. Overman Rd (SR 1355); thence westerly to point (27) at the intersection of Piney Grove Church Rd (SR 1362) and Ed Clapp Rd (SR 1379), including all properties on Ed Clapp Rd (SR 1379) between this and the preceding point; thence northerly to point (28) at the intersection of Piney Grove Church Rd (SR 1362) and City Lake Rd (SR 1360), excluding all properties on Piney Grove Church Rd (SR 1362) and City Lake Rd (SR 1360) between this and the preceding point; thence northwesterly to point (29) on Clyde Clark Rd (SR 1358), 0.30 mile south of it's intersection with Pike Rd (SR 1346); thence northwesterly to point (30) on Pike Rd (SR 1346), 0.34 mile east of it's intersection with Staley Snow Camp Rd (SR 1300); thence northwesterly to point (31) on Staley Snow Camp Rd (SR 1300), 0.30 mile north of it's intersection with Pike Rd (SR 1346); thence northwesterly to point (32) at the intersection of Silk Hope Liberty Rd (SR 1301) and Ben Smith Rd (SR 1303); thence northeasterly to point (33) at the intersection of Hinshaw Shop Rd SR (1302) and the Chatham - Alamance County Line; thence easterly to along the Chatham - Alamance County Line to point (1); the beginning.

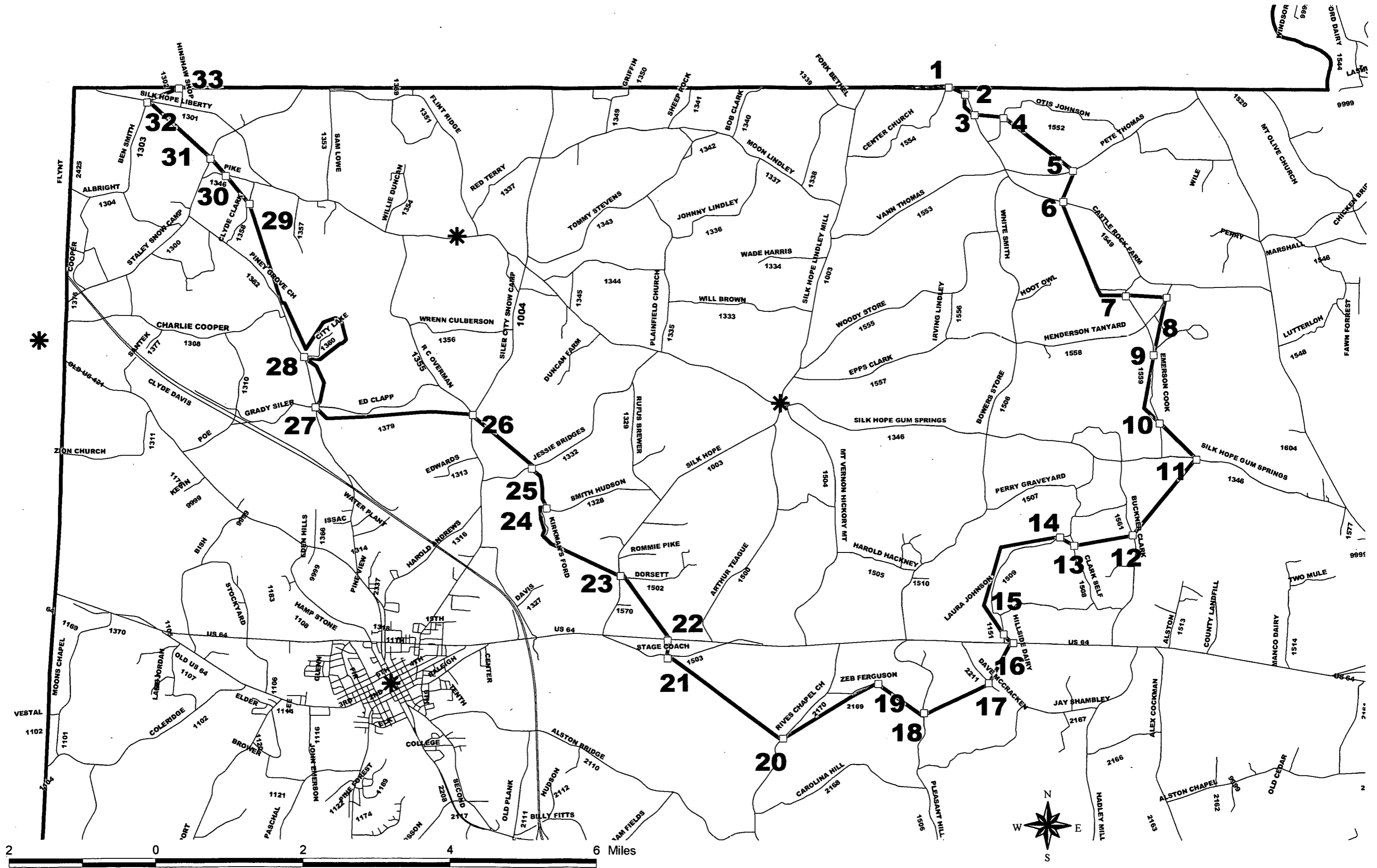
## HOPE 6-MILE INSURANCE RATED DISTRICT - CHATHAM COUNTY

Note: Hope Fire District served by 2 Fire Stations

Beginning at point (1) on Center Church Rd (SR 1554) at the Chatham - Alamance County Line; thence southeasterly to point (2) on Castle Rock Farm Rd (SR 1549), 0.73 mile north of it's intersection with Otis Johnson Rd (SR 1552); thence southerly to point (3) on Castle Rock Farm Rd (SR 1549), 0.40 mile north of it's intersection with Otis Johnson Rd (SR 1552), excluding all properties between this and the preceding point; thence easterly to point (4) on Otis Johnson Rd (SR 1552), 0.44 mile north of it's intersection with Castle Rock Farm Rd (SR 1549), thence southeasterly to point (5) on Pete Thomas Rd (SR 1553), 0.82 mile south of it's intersection with Otis Johnson Rd (SR 1552); thence southerly to point (6) on Castle Rock Farm Rd (SR 1549), 0.92 mile south of it's intersection with Pete Thomas Rd (SR 1553); thence southeasterly to point (7) on Emerson Cook Rd (SR 1559), 0.35 mile south of it's intersection with Castle Rock Farm Rd (SR 1549); thence easterly to point (8) on Henderson Tanyard Rd (SR 1558), 0.20 mile south of it's intersection with Castle Rock Farm Rd (SR 1549); thence southerly to point (9) on Emerson Cook Rd (SR 1559), 0.45 mile south of it's intersection with Henderson Tanyard Rd (SR 1558); thence southerly to point (10) on Emerson Cook Rd (SR 1559), 1.40 miles south of it's intersection with Henderson Tanyard Rd (SR 1558), excluding all properties on Emerson Cook Rd (SR 1559) between point and the preceding point; thence southeasterly to point (11) on Silk Hope Gum Springs Rd (SR 1346), 0.50 east of it's intersection with Emerson Cook Rd (SR 1559); thence southwesterly to point (12) on Buckner Clark Rd (SR 1561), 1.05 mile south of it's intersection with Silk Hope Gum Springs Rd (SR 1346); thence westerly to point (13) on Clark Self Road (SR 1508), 0.15 mile south of it's intersection with Laura Johnson Rd (SR 1509), thence westerly to point (14) on Laura Johnson Rd (SR 1509), 0.15 west of it's intersection with Clark Self Road (SR 1508); thence southwesterly to point (15) on Hillside Dairy Rd (SR 1151), 0.10 mile north of it's intersection with US Hwy 64, excluding all properties on Laura Johnson Rd (SR 1508) and Hillside Dairy Rd (SR 1151) between this and the preceding point; thence southeasterly to point (16) on US Hwy 64, 0.10 mile east of it's intersection with Hillside Dairy Rd (SR 1151), thence southwesterly to point (17) on Dave McCracken Rd (SR 2211), 0.67 mile south of it's intersection with US Hwy 64; thence westerly to point (18) on Pleasant Hill Church Rd (SR 1506), 1.45 miles south of US Hwy 64; thence westerly to point (19) on Zeb Ferguson Rd (SR 2169), 0.70 mile east of it's intersection with Rives Chapel Church Rd (SR 2170); thence westerly to point (20) on Rives Chapel Church Rd (SR 2170), 0.90 mile south of it's intersection with Zeb Ferguson Rd (SR 2169); thence westerly to point (21) on Stage Coach Rd (SR 1503), 0.85 mile southwest of it's intersection with US Hwy 64, and including all properties on Stage Coach Rd (SR 1503) between this and the previous point; thence northerly to point (22) on US Hwy 64, 0.60 mile west of it's intersection with Arthur Teague Rd (SR 1500); thence northwesterly to point (23) at the intersection of Silk Hope Rd (SR 1003) and Dorsett Rd (SR 1502); thence northwesterly to point (24) on Smith Hudson Rd (SR 1328) at it's intersection with Kirkman's Ford Rd (Not a State Road), 1.50 miles west of the

intersection of Smith Hudson Rd (SR 1328) and Rufus Brewer Rd (SR 1329), and including all properties on Kirkman's Ford Rd (Not a State Road) between this and the preceding point; thence northwesterly along the centerline of Smith Hudson Rd (SR 1328) to point (25) at the intersection of Smith Hudson Rd (SR 1328) and Jessie Bridges Rd (SR 1332); thence northwesterly to point (26) at the intersection of Siler City Snow Camp Rd (SR 1004) and R.C. Overman Rd (SR 1355); thence westerly to point (27) at the intersection of Piney Grove Church Rd (SR 1362) and Ed Clapp Rd (SR 1379), including all properties on Ed Clapp Rd (SR 1379) between this and the preceding point; thence northerly to point (28) at the intersection of Piney Grove Church Rd (SR 1362) and City Lake Rd (SR 1360), excluding all properties on Piney Grove Church Rd (SR 1362) and City Lake Rd (SR 1360) between this and the preceding point; thence northwesterly to point (29) on Clyde Clark Rd (SR 1358), 0.30 mile south of it's intersection with Pike Rd (SR 1346); thence northwesterly to point (30) on Pike Rd (SR 1346), 0.34 mile east of it's intersection with Staley Snow Camp Rd (SR 1300); thence northwesterly to point (31) on Staley Snow Camp Rd (SR 1300), 0.30 mile north of it's intersection with Pike Rd (SR 1346); thence northwesterly to point (32) at the intersection of Silk Hope Liberty Rd (SR 1301) and Ben Smith Rd (SR 1303); thence northeasterly to point (33) at the intersection of Hinshaw Shop Rd SR (1302) and the Chatham - Alamance County Line; thence easterly to along the Chatham - Alamance County Line to point (1); the beginning.

# HOPE 6-MILE INSURANCE RATED DISTRICT



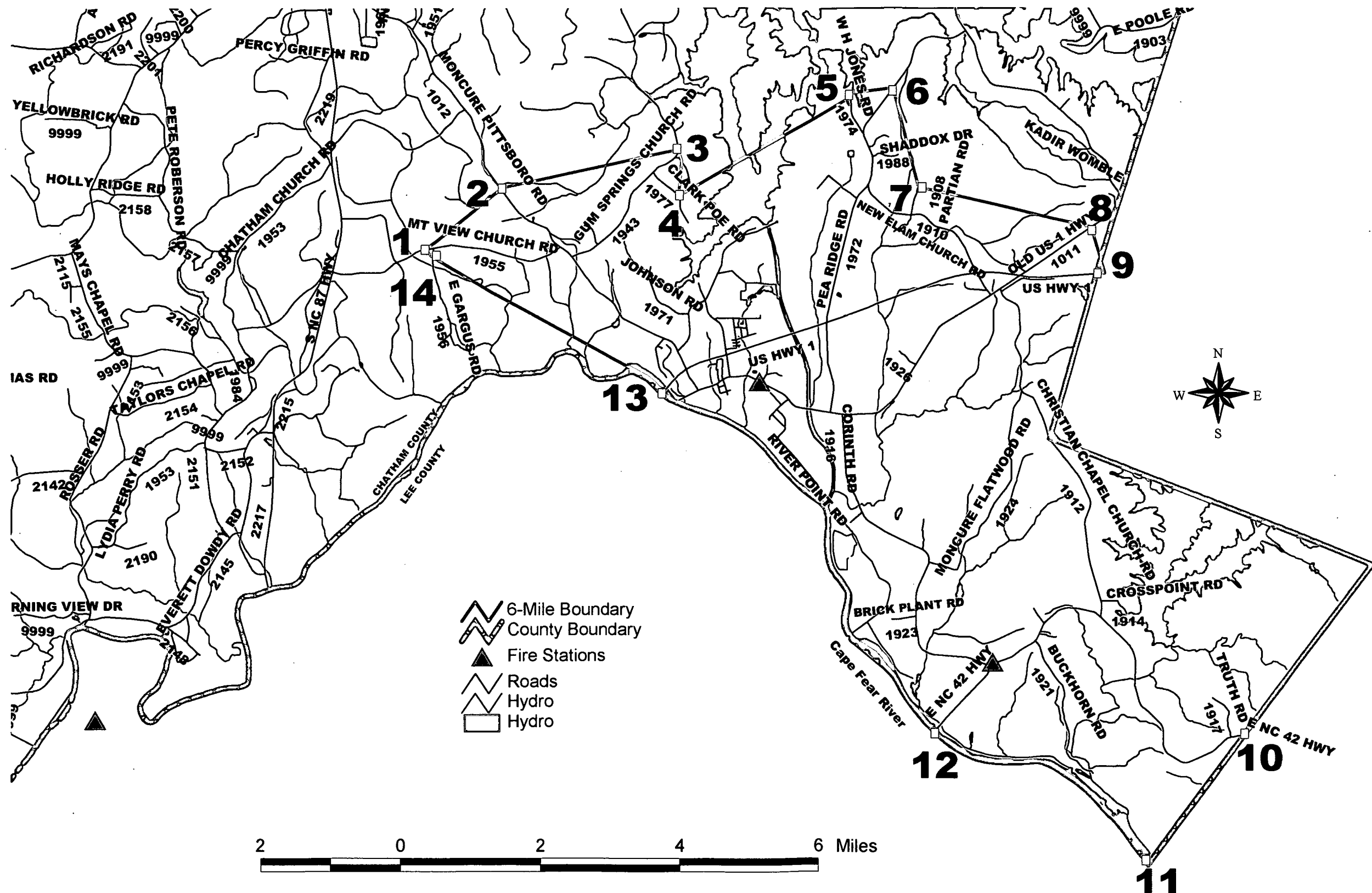


## **MONCURE 6-MILE INSURANCE RATED DISTRICT - CHATHAM COUNTY**

Note: Moncure Fire District served by 2 Fire Stations

Beginning at point (1) on Mt View Church Rd (SR 1955), 2.0 miles west of it's intersection with Moncure Pittsboro Rd (SR 1012); thence northeasterly to point (2) on Moncure Pittsboro Rd (SR 1012), 1.20 miles north of it's intersection with Mt View Church Rd (SR 1955); thence easterly to point (3) on Gum Springs Church Rd (SR 1943), 2.20 mile north of it's intersection with Moncure Pittsboro Rd (SR 1012); thence southerly to point (4) on Clark Poe Rd (SR 1977), 0.45 mile south of it's intersection with Gum Springs Church Rd (SR 1943); thence northeasterly to point (5) on W.H. Jones Rd (SR 1974), 0.60 mile north of it's intersection with Pea Ridge Rd (SR 1972); thence easterly to point (6) on Pea Ridge Rd (SR 1972), 0.75 mile north of it's intersection with W.H. Jones Rd (SR 1974); thence southerly to point (7) on Partian Rd (SR 1908), 0.45 mile north of it's intersection of New Elam Church Rd (SR 1910) and including all of Shaddox Dr (SR 1988); thence easterly to point (8) on Old US Hwy 1 (SR 1011), 1.75 miles northeast of it's intersection with New Elam Church Rd (SR 1910); thence southerly to point (9) at the intersection of US Hwy 1 and the Chatham-Wake County Line; thence following the Chatham-Wake and Chatham-Harnett County Lines to point (10) at the intersection of the Chatham-Harnett County Line and NC Hwy 42, including all properties on Christian Chapel Church Rd (SR 1912), Crosspoint Rd (SR 1914), and Truth Rd (SR 1917); thence southerly to point (11) at the intersection of the Cape Fear River and the Chatham-Lee County Line; thence northwesterly following the Cape Fear River to point (12) at the intersection of NC Hwy 42 and the Cape Fear River; thence northwesterly along the Cape Fear River to point (13) at the intersection of the Cape Fear River and US Hwy 1; thence northwesterly to point (14) on Gargus Rd (SR 1956), 0.10 mile south if its intersection with Mt View Church Rd (SR 1955), thence northwesterly back to point (1), the beginning.

# Moncure 6-Mile Insurance Rated District



- 6-Mile Boundary
- County Boundary
- Fire Stations
- Roads
- Hydro
- Hydro

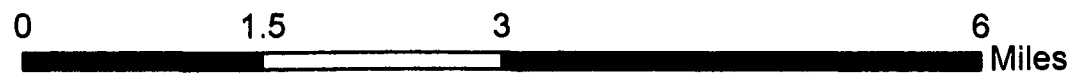
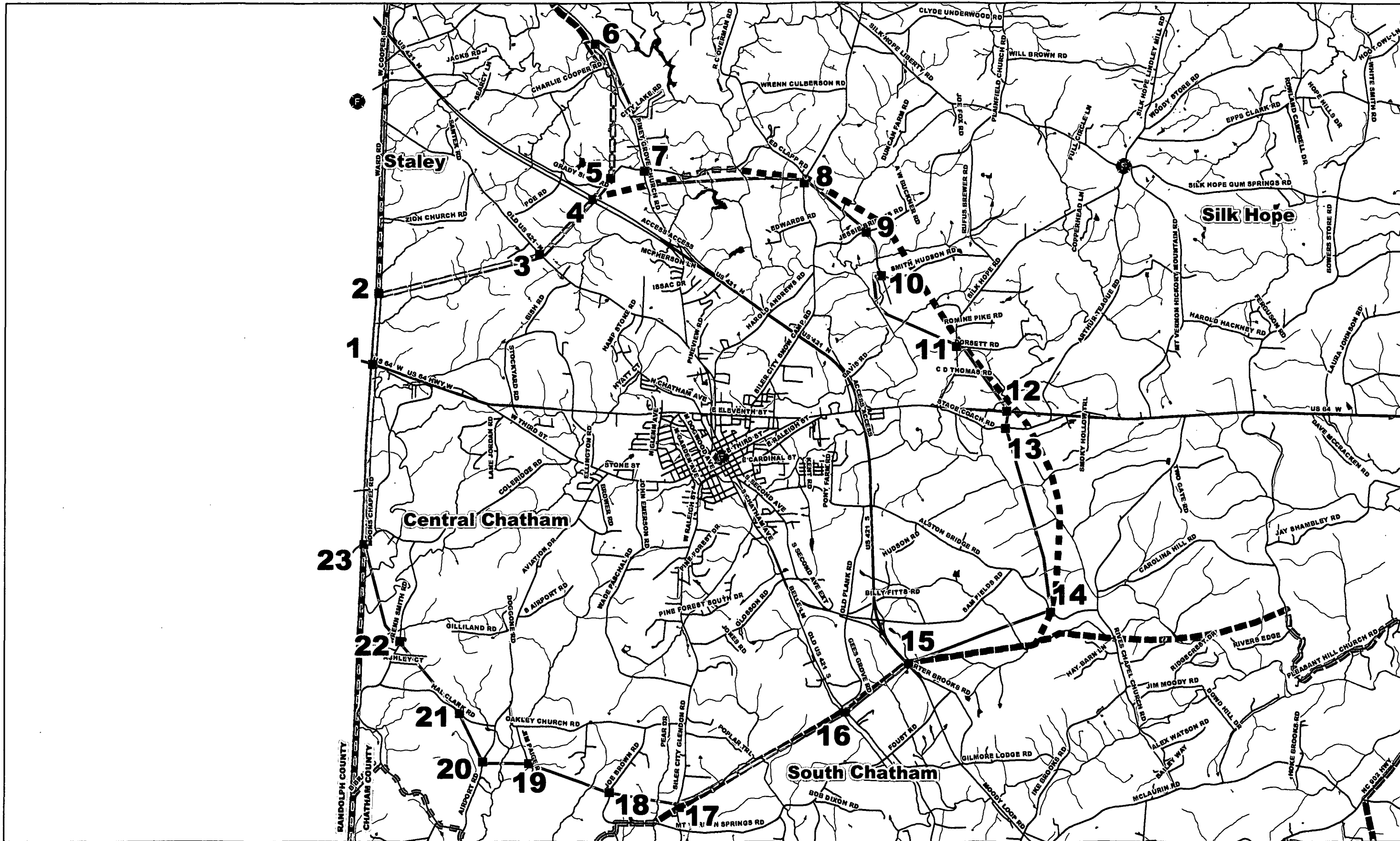
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## CENTRAL CHATHAM 6-MILE INSURANCE RATED DISTRICT - CHATHAM COUNTY

Note: Central Chatham Fire District served by 1 Fire Station

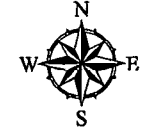
Beginning at point (1) on US Hwy 64 at its intersection with the Chatham-Randolph County Line; thence northeasterly to point (2) at the intersection of the Chatham-Randolph County Line and the Central Chatham-Staley Fire District Line; thence easterly following the Central Chatham-Staley Fire District Line to point (3) at its intersection with Old US 421 N (SR 1176); thence northeasterly following the Central Chatham-Staley Fire District Line to point (4) at its intersection with US 421 N; thence northeasterly following the Central Chatham-Staley Fire District Line to point (5) at its intersection with Grady Siler Rd (SR 1379); thence northerly to point (6) on Piney Grove Church Rd (SR 1362), 0.40 mile north of its intersection with Charlie Cooper Rd (SR 1308); thence southerly to point (7) at the intersection of Piney Grove Church Rd (SR 1362) and Grady Siler Rd (SR 1379), including all of Piney Grove Church Rd (SR 1362) and City Lake Rd (SR 1360) between this and the previous point; thence easterly to point (8) at the intersection of Ed Clapp Rd (SR 1355) and Siler City Snow Camp Rd (SR 1004), excluding all properties on Ed Clapp Rd (SR 1355) between this and the previous point; thence southeasterly to point (9) at the intersection of Jessie Bridges Rd (SR 1332) and Smith Hudson Rd (SR 1328); thence southeasterly to point (10) on Smith Hudson Rd (SR 1328), 0.65 mile south of its intersection with Jessie Bridges Rd (SR 1332); thence southeasterly to point (11) at the intersection of Silk Hope Rd (SR 1003) and Dorsett Rd (SR 1502); thence southeasterly to point (12) on US Hwy 64, 0.60 mile west of its intersection with Arthur Teague Rd (SR 1500); thence southerly to point (13) on Stage Coach Rd (SR 1503), 0.85 mile west of its intersection with US Hwy 64; thence southerly to point (14) on Alston Bridge Rd (SR 2110), 0.76 mile south of its intersection with Sam Fields Rd (SR 2113); thence westerly to point (15) on US Hwy 421 N, 0.18 mile north of its intersection with Carter Brooks Rd (SR 2210); thence southwestery to point (16) on Old US Hwy 421 (SR 1176), 0.11 mile south of its intersection with Gee's Grove Church Rd (SR 2114); thence southwestery to point (17) on Siler City Glendon Rd (SR 1006), 0.35 mile north of its intersection with Mt. Vernon Springs Rd (SR 1134); thence westerly to point (18) on Joe Brown Rd (SR 1132); 1.00 mile south of its intersection with Oakley Church Rd (SR 1130); thence westerly to point (19) on Jim Paige Rd (SR 1131), 0.53 mile south of its intersection with Oakley Church Rd (SR 1130); thence westerly to point (20) on Airport Rd (SR 1100), 0.52 south of its intersection with Hal Clark Rd (SR 1128); thence northwestery to point (21) on Hal Clark Rd (SR 1128), 0.52 mile west of its intersection with Airport Rd (SR 1100); thence northwestery to point (22) on Wrenn Smith Rd (SR 1127), 1.39 miles south of its intersection with Coleridge Rd (SR 1102); thence northwestery to point (23) on Coleridge Rd (SR 1104) at its intersection with the Chatham-Randolph County Line; thence northerly following the Chatham-Randolph County Line to point (1) the beginning.

**CENTRAL CHATHAM 6-MILE INSURANCE RATED DISTRICT**



**Legend**

- CENTRAL CHATHAM 6-MILE ISO DISTRICT
- Fire District Boundaries
- Fire Stations
- Centerlines
- County Boundary



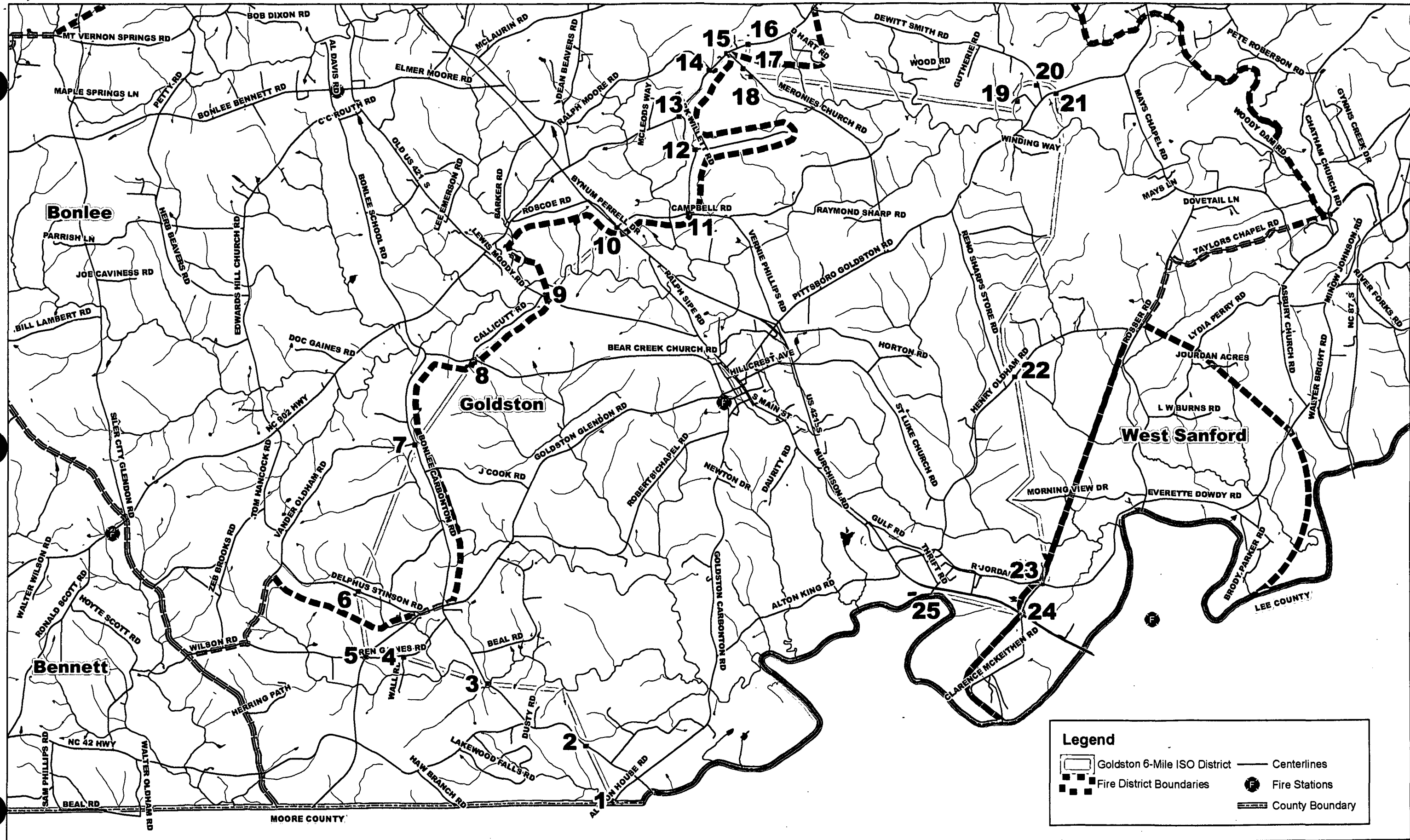
## **GOLDSTON 6-MILE INSURANCE RATED DISTRICT - CHATHAM COUNTY**

Note: Goldston Fire District served by 1 Fire Station

Beginning at point (1) on Alston House Rd (SR 2307) at it's intersection with the Chatham - Moore County Line; thence northwesterly to point (2) on NC Hwy 42, 0.74 mile north of it's intersection with Alston House Rd (SR 2307); thence northwesterly to point (3) on Bonlee Carbonton Rd (SR 1009), 0.72 mile north of it's intersection with NC Hwy 42, excluding all properties on NC Hwy 42 and Bonlee Carbonton Rd (SR 1009) between this and the preceding point; thence westerly to point (4) at the intersection of Oren Gaines Rd (SR 2314) and Wall Rd (SR 2330); thence westerly to point (5) at the intersection of Oren Gaines Rd (SR 2314) and Goldston Glendon Rd (SR 2303) excluding all properties on Oren Gaines Rd (SR 2314) between this and the preceding point; thence northerly to point (6) on Delphus Stinson Rd (SR 2331), 0.40 mile west of it's intersection with Lucian Hillard Rd (SR 2313); thence northeasterly to point (7) on Bonlee Carbonton Rd (SR 1009) at it's intersection with Vander Oldham Rd (SR 2312); thence northeasterly to point (8) on Bear Creek Church Rd (SR 2300) at it's intersection with Callicutt Rd (SR 2301); thence northeasterly to point (9) on Old US Hwy 421 (SR 1176) at it's intersection with Callicutt Rd (SR 2301) excluding all properties on Callicutt Rd (SR 2301) between this and the preceding point; thence northeasterly to point (10) on US Hwy 421 at it's intersection with Campbell Rd (SR 2129); thence northeasterly following the centerline of Campbell Rd (SR 2129) to point (11) at the intersection of Mark Willet Rd (SR 2181) and Campbell Rd (SR 2129); thence northerly following the centerline of Mark Willet Rd (SR 2181) to point (12) at the intersection of Mark Willet Rd (SR 2181) and Lonnie Fields Rd (SR 2182); thence northerly following the centerline of Mark Willet Rd (SR 2181) to point (13) at the intersection of NC Hwy 902 and Mark Willet Rd (SR 2181); thence northeasterly following the centerline of NC Hwy 902 to point (14) the intersection of Ralph Moore Rd (SR 2178) and NC Hwy 902; thence northeasterly following the centerline of NC Hwy 902 to point (15) at the intersection of Meronies Church Rd (SR 2187) and NC Hwy 902; thence northeasterly to point (16) on NC Hwy 902, 0.27 mile north of it's intersection with Meronies Church Rd (SR 2187); thence southerly to point (17) on Meronies Church Rd (SR 2187), 0.27 mile south of it's intersection with NC Hwy 902; thence southerly to point (18) on Meronies Church Rd (SR 2187), 0.40 mile south of it's intersection with NC Hwy 902 excluding all properties on Meronies Church Rd (SR 2187) between this and the preceding point; thence easterly to point (19) on Union Grove Church Rd (SR 2196), 0.33 mile north of it's intersection with Pittsboro-Goldston Rd SR (1010); thence easterly to point (20) on Dewitt Smith Rd (SR 2176), 0.20 mile north of it's intersection with Pittsboro-Goldston Rd SR (1010); thence easterly to point (21) on Pittsboro-Goldston Rd SR (1010), 0.20 mile east of it's intersection with Dewitt Smith Rd (SR 2176); thence southerly to point (22) on Henry Oldham Rd (SR 2142), 0.20 mile east of it's intersection with Reno Sharps Store Rd (SR 2188) including all properties on Artis Cotton Rd (SR 2221) and Cole Thomas Rd (SR 2186); thence southerly to point (23) on R. Jordan Rd (SR 2145), 1.42 miles east of it's intersection with Henry Oldham Rd (SR 2142); thence southerly to point (24) on US

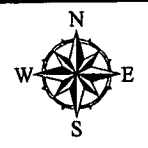
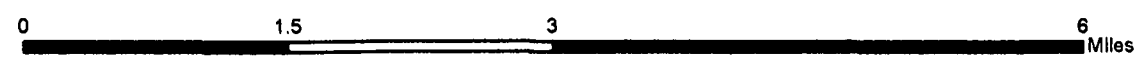
Hwy 421 at its intersection with Clarence McKeithen Rd (SR 2146); thence westerly to point (25) at the intersection of Plank Rd (SR 1007) and the Chatham – Lee County Line; thence westerly following the Chatham–Lee and the Chatham–Moore County Line back to point (1), the beginning.

**GOLDSTON 6-MILE INSURANCE RATED DISTRICT**



**Legend**

- Goldston 6-Mile ISO District
- Centerlines
- Fire District Boundaries
- Fire Stations
- County Boundary



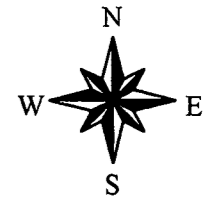
## CIRCLE CITY 6-MILE INSURANCE RATED DISTRICT - CHATHAM COUNTY

Note: Circle City Fire District served by 1 Fire Station

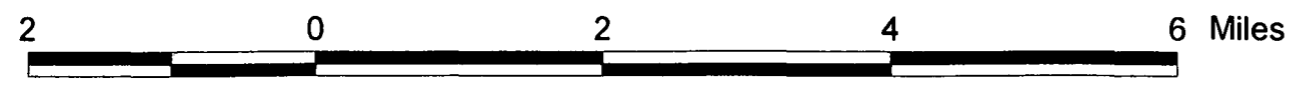
Beginning at point (1) on US Hwy 64, 0.75 mile west of it's intersection with County Landfill Rd (SR 1578); thence northeasterly to point (2) on Alston Rd (SR 1513), 0.20 mile north of it's intersection with US Hwy 64; thence northeasterly to point (3) on County Landfill Rd (SR 1578), 0.75 mile north of it's intersection with US Hwy 64; thence northerly to point (4) on Silk Hope Gum Springs Rd (SR 1346), 1.55 miles north of it's intersection with NC Hwy 87; thence northeasterly to point (5) on NC Hwy 87, 1.55 mile north of it's intersection with Silk Hope Gum Springs Rd (SR 1346); thence easterly to point (6) on Old Graham Rd (SR 1516), 1.30 miles north of it's intersection with Milliken Rd (SR 1519); thence easterly to point (7) on Eddie Perry Rd (SR 1522), 0.86 mile north of it's intersection with Russells Chapel Church Rd (SR 1520); thence easterly to point (8) at the intersection of the Haw River and US 15-501; thence southeasterly to point (9) on US Hwy 64, 1.30 mile north of it's intersection with Dee Farrell Rd (SR 1944); thence southerly to point (10) on Providence Church Rd (SR 1935), 0.45 mile east of it's intersection with Hanks Chapel Rd (SR 1943); thence southwesterly to point (11) on Gum Springs Church Rd (SR 1943), 0.45 mile south of it's intersection with Providence Church Rd (SR 1935); thence southwesterly to point (12) on Moncure Pittsboro Rd (SR 1012), 1.20 miles north of it's intersection with Mt View Church Rd (SR 1955); thence westerly to point (13) on Mt View Church Rd (SR 1955), 0.25 mile east of it's intersection with Joe Womble Rd (SR 1989); thence southerly to point (14) on Gade Bryant Rd (SR 1954), 0.25 mile south of it's intersection with Mt View Church Rd (SR 1955); thence southwesterly to point (15) on NC Hwy 87, 0.80 mile south of it's intersection with Mt View Church Rd (SR 1955); thence northwesterly to point (16) on Center Grove Church Rd (SR 2218), 0.75 mile south of it's intersection with Mt View Church Rd (SR 1955); thence northwesterly to point (17) on Johnny Shaw Rd (SR 2222), 0.75 mile south of it's intersection with Mt View Church Rd (SR 1955); thence northwesterly to point (18) on Chatham Church Rd (SR 1953), 0.50 mile south of it's intersection with Pete Roberson Rd (SR 2157); thence northwesterly to point (19) on Pete Roberson Rd (SR 2157), 0.50 mile west of it's intersection with Chatham Church Rd (SR 1953); thence northerly to point (20) on Pete Roberson Rd (SR 2157), 1.40 miles south of it's intersection with Pittsboro-Goldston Rd (SR 1010) and excluding all properties on Pete Roberson Rd (SR 2157) between this and the preceding point; thence westerly to point (21) on Pittsboro-Goldston Rd (SR 1010), 1.40 miles south of it's intersection with Pete Roberson Rd (SR 2157); thence northwesterly to point (22) on NC Hwy 902, 1.95 mile west of it's intersection with Pittsboro-Goldston Rd (SR 1010); thence northwesterly to point (23) on Alston Chapel Rd (SR 2159), 0.10 mile east of it's intersection with Alex Cockman Rd (SR 2163); thence northerly to point (24) on Alex Cockman Rd (SR 2163), 0.15 mile south of it's intersection with US Hwy 64; thence northwesterly to back to point (1), the beginning.



# Circle City 6-Mile Insurance Rated District



-  6-Mile Boundary
-  Fire Stations
-  Roads
-  Stream/River
-  Lake/Pond

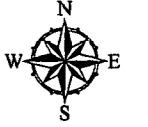
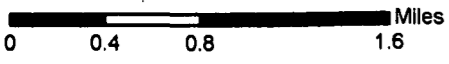
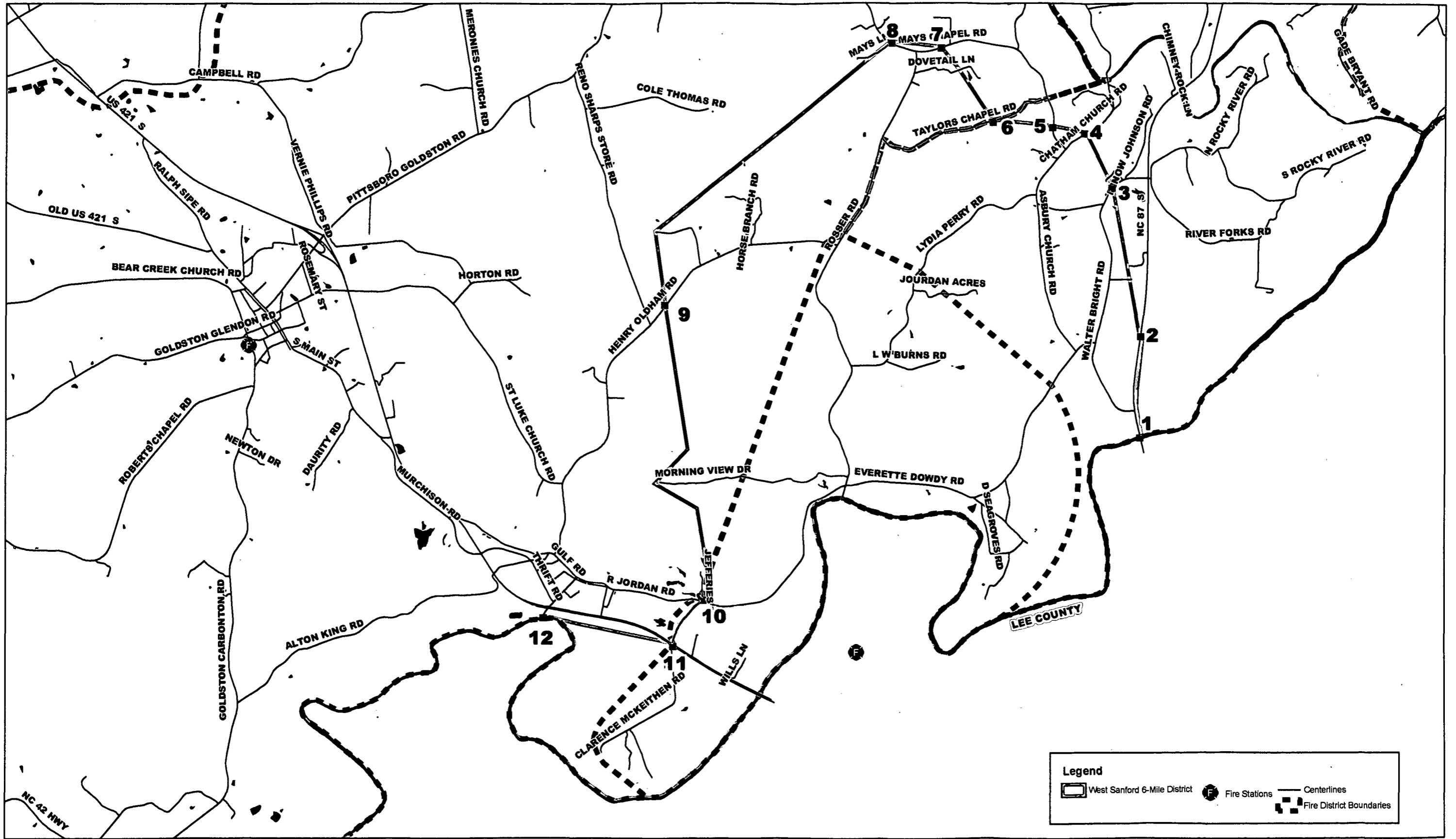


## WEST SANFORD 6-MILE INSURANCE RATED DISTRICT - CHATHAM COUNTY

Note: Chatham County portion of West Sanford Fire District served by 1 Fire Station

Beginning at point (1) at the intersection of the Lee-Chatham County Line and NC Hwy 87; thence northerly to point (2) on NC Hwy 87, 0.70 mile north of it's intersection with Walter Bright Rd (SR 2217) including all portion of NC Hwy 87 between this and the previous point; thence northerly to point (3) on Walter Bright Rd (SR 2217), 0.20 mile north of it's intersection with Wade Bright Rd (SR 2152); thence northwesterly to point (4) on Chatham Church Rd (SR 1953), 0.20 mile north of it's intersection with Mays Chapel Rd (SR 2155); thence westerly to point (5) on Mays Chapel Rd (SR 2155), 0.25 mile north of it's intersection with Chatham Church Rd (SR 1953); thence westerly to point (6) on Taylors Chapel Rd (SR 2154), 1.05 miles east of it's intersection with Rosser Rd (SR 2153); thence northwesterly to point (7) on Mays Chapel Rd (SR 2155), 0.25 mile east of it's intersection with Rosser Rd (SR 2153); thence westerly to point (8) on Mays Chapel Rd (SR 2155), 0.25 mile west of it's intersection with Rosser Rd (SR 2153); thence southwesterly to point (9) on Henry Oldham Rd (SR 2142) Reno Sharps Store Rd (SR 2188), 0.20 mile north of it's intersection with Reno Sharps Store Rd (SR 2188), including all of Albert Jourdan Rd (SR 2197); thence southerly to point (10) on R Jordan Rd (SR 2145), 1.90 miles west of its intersection with Everette Dowdy Rd (SR 2145); thence southerly to point (11) on US Hwy 421 at its intersection with Clarence McKeithen Rd (SR 2146); thence westerly to point (12) at the intersection of Plank Rd (SR 1007) and the Chatham-Lee County Line; thence easterly following the Chatham-Lee County Line back to point (1), the beginning.

**WEST SANFORD 6-MILE INSURANCE RATED DISTRICT**



**Legend**

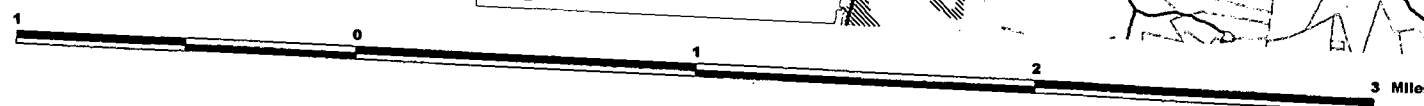
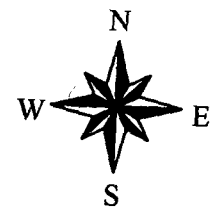
- West Sanford 6-Mile District
- Fire Stations
- Centerlines
- Fire District Boundaries

**PARKWOOD 6-MILE INSURANCE RATED DISTRICT - CHATHAM COUNTY**

Note: Chatham County portion of Parkwood Fire District served by 1 Fire Station

Beginning at point (1) at the easternmost intersection of the Durham - Chatham County Lines; thence southerly along the Chatham County Line to point (2), located at the intersection of Wake Rd (SR 1730) and the Chatham - Wake County Line; thence southwesterly to point (3) on O'Kelly Church Rd (SR 1731), 1.6 miles south of its intersection with NC Hwy 751; thence westerly to point (4) on NC Hwy 751, 1.6 miles south of its intersection with O'Kelly Church Rd (SR 1731); thence northwesterly to point (5) at the Chatham - Durham County; thence easterly back to point (1), the beginning.

# PARKWOOD 6-MILE INSURANCE RATED DISTRICT



**CHATHAM COUNTY TAX ADMINISTRATORS OFFICE**

**TAX REFUNDS FISCAL YEAR 2005-2006**

**December 12, 2005**

1	RONALD & SONYA GILLILAND 3415 BONLEE CARBONTON RD GOLDSTON, NC 27252	\$2,369.31	REFUND FOR OVERLISTING OF FARM EQUIPMENT PER AUDIT DATED OCTOBER 27, 2005.
			TAX YEAR 2005- VALUE \$116,930 (CORRECTED 2005 TAX BILL BEFORE PAYMENT
			TAX YEAR 2004- REFUND VALUE \$102,582 = \$734.89
			TAX YEAR 2003- REFUND VALUE \$105,207= \$746.33
			TAX YEAR 2002- REFUND VALUE \$126,618= \$888.09
	APPROVED: <i>Tina Stone</i> Tina Stone, PPS Business/Personal Property Appraiser		APPROVED: <i>Kimberly D. Horton</i> Kimberly D. Horton, CAE Tax Administrator

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BOARD REVIEW OF COLLECTED RECEIPTS REPORT  
 CHATHAM COUNTY

1  
 PROG# CL2182

DEPOSIT DATES 11/01/2005 THROUGH 11/30/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
1996	LANIER D L	11/30/2005	23822 101	4.80					CAN'T BE MAPPED/PER MA
** YEAR TOTALS **				4.80					
1997	CORRY CRAIG	11/15/2005	1005267 108				88.17		CORRECT TAX YEAR
1997	CORRY CRAIG	11/15/2005	1005366 108				76.07		DBLST SAME ACCT
1997	LANIER D L	11/30/2005	112840 101	5.10					CAN'T B MAPPED/PER MAR
** YEAR TOTALS **				5.10			164.24		
1998	LANIER D L	11/30/2005	200152 101	5.10					CAN'T BE MAPPED/PER MA
** YEAR TOTALS **				5.10					
1999	LANIER D L	11/30/2005	287230 101	5.46					CAN'T BE MAPPED/PER MA
** YEAR TOTALS **				5.46					
2000	LANIER D L	11/30/2005	383608 101	5.46					CAN'T BE MAPPED/PER MA
** YEAR TOTALS **				5.46					
2001	LANIER D L	11/30/2005	504121 101	19.59					CAN'T BE MAPPED/PER MA
** YEAR TOTALS **				19.59					
2002	LANIER D L	11/30/2005	608341 101	19.87					CAN'T BE MAPPED/PER MA
2002	PERRY MYRA K	11/23/2005	602358 109	138.82					2001 DW IS 1976 PER TI
** YEAR TOTALS **				158.69					
2003	LANIER D L	11/30/2005	714416 101	19.87					CAN'T BE MAPPED/PER MA
2003	PERRY MYRA K	11/23/2005	746949 109	136.86					2001 DW IS 1976 PER TI
** YEAR TOTALS **				156.73					
2004	MARTIN MANUEL C	11/15/2005	811437 103		48.19				SW REMOVED
2004	MARTIN MANUEL C	11/15/2005	811438 103		45.53				SW REMOVED
2004	MARTIN MANUEL C	11/15/2005	811439 103		33.18				SW REMOVED
2004	MARTIN MANUEL C	11/15/2005	811440 103		31.61				SW REMOVED
2004	MARTIN MANUEL C	11/15/2005	811441 103		29.52				SW REMOVED
2004	ALSTON EVELYN HEIRS	11/04/2005	843897 103	21.19					ACERAGE CORRECTION PER
2004	LANIER D L	11/30/2005	846533 101	19.87					CAN'T BE MAPPED/PER MA
2004	MEDLIN KAREN COLLINS	11/09/2005	906778 112				7.75		CORRECT DIST TO 107
2004	MOORE CHARLES EDWARD	11/01/2005	824033 107		2.83				SOLD 03 & OUT COUNTY
2004	MUELLER JEFFREY ALLEN	11/09/2005	843835 107		54.40				WRONG YR BOAT/1989
2004	PAGE RONNIE EARL	11/10/2005	824270 105		65.49				SOLD 5/03 & OCNTY
2004	PERRY MYRA K	11/23/2005	834576 109	140.79					2001 DW IS 1976 PER TI
2004	STONE HELEN B	11/14/2005	862854 107	137.04					MH DBLST TO ANNE FURZE
** YEAR TOTALS **				318.89	310.75		7.75		

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BOARD REVIEW OF COLLECTED RECEIPTS REPORT  
 CHATHAM COUNTY

PAGE 2  
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DEPOSIT DATES 11/01/2005 THROUGH 11/30/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	MARTIN MANUEL C	11/22/2005	1010984	103	553.28				100.00	CORRECT VALUE DW
2005	MARTIN MANUEL C	11/22/2005	1010985	103	217.19					REBILL DW & 1 SWFEE
2005	BEHAR MARCELO SERGIO	11/09/2005	986993	107			33.38			SHOULD BE ORANGE
2005	BENITEZ DIMAS MARCOS	11/02/2005	987023	106			65.43			DBLSTD/W RPT# 933270
2005	BURNETTE TARA ELISA	11/28/2005	936128	202			74.17	5.00		SITUS OF VEH GUILFORD
2005	CAROLINA POWER & LIGHT CO	11/28/2005	998755	107			114.16			PUBLIC UTILITY
2005	CARPENTER JOHN WILLIAM	11/02/2005	1005293	107			9.58			ERROR IN DATES
2005	CHATHAM COUNTY COUNCIL ON AGIN	11/02/2005	991223	201			37.89			SHOULD BE EXEMPT
2005	CURRIE MARIA E	11/10/2005	998253	107			143.75			SITUS IS WAKE CO/TRANS
2005	HARTER BRIAN ROBERT	11/16/2005	929630	107			19.11			PLATE TURND IN 11/16/0
2005	HUDSON JOHN WAYNE JR	11/30/2005	1011141	106			95.09			WRON VEN
2005	HUDSON JOHN WAYNE JR	11/30/2005	1011142	106			95.09			KEY'D WRONG VIN #
2005	JOYCE TONY LEE	11/28/2005	1003454	109			67.98			IN RANDOLPH CO/TRANSF
2005	MARTIN MANUEL C	11/22/2005	1010986	103	184.28					REBILL DW & 1 SWFEE
2005	SAAB LSG CO	11/07/2005	989568	107			162.04			SHOULD BE IN MECKLENBU
2005	SCANNELL JOSEPH	11/08/2005	929286	107			8.43			HIGH MILEAGE ON CAMRY
2005	THORPE VAN WESLEY	11/04/2005	992653	202			248.57			TAGS TURNED IN 3/21/05
2005	VANITEN RICHARD JAMES	11/16/2005	936049	107			60.96			PLATE TURNED IN 11/15/
2005	VANITEN RICHARD JAMES	11/16/2005	988528	107			46.34			PLATE TURNED IN 11/15/
2005	WILLIAMS ANDREW STEVE	11/01/2005	987348	106			7.27			WRONG VALUE ON 1996 TL
2005	ALLEN T LEONARD	11/23/2005	977066	101					81.00	DWG NOT LIVABLE
2005	ALSTON EVELYN HEIRS	11/04/2005	963916	103	29.56					ACREAGE CORRECTION PER
2005	BATLEY CLAES ERIC	11/21/2005	1001757	106			6.56			RED'D/ HIGH MILES KH
2005	BECK SHERRY LENORE	11/21/2005	1007066	201			8.40			HIGH MILEAGE 82,000
2005	BENITEZ DIMAS MARCOS	11/23/2005	943385	106		9.61				SOLD 10/20/03 & OCNTY
2005	BIG WOODS PROPERTIES LLC	11/14/2005	957953	107	165.56					WRNG DEPRC TO HOOK UPS
2005	BIG WOODS PROPERTIES LLC	11/14/2005	957956	107	75.83					MH DBLST W/ KELLY AKIN
2005	BIG WOODS PROPERTIES LLC	11/14/2005	957958	107	543.99					WRNG DEPREC TO HOOKUPS
2005	BOTANICAL GARDEN FOUNDATION IN	11/07/2005	945703	107	3413.12					BILLED IN ERROR/EXEMPT
2005	BRADY JANE BREWER	11/17/2005	958188	113	156.70					CORRECT/GIVE SCE FOR 0
2005	BRENNAN JEFFREY BERNARD	11/17/2005	1008611	112			.86			CHG'D TO NADA VAL
2005	BROMBERG ELIZABETH ANN	11/22/2005	1007798	107			15.77			HIGH MILES 170425
2005	CHATHAM ACADEMY INC	11/29/2005	982485	101					115.00	EXEMPT PROPERTY (SCHOO
2005	CHEEK ENNA PEOPLES	11/22/2005	1011064	107			94.54			ERROR WRONG VIN
2005	CHEEK ENNA PEOPLES	11/22/2005	1011065	107			94.54			CORRECT INFO
2005	CLEMENT DAVID ALEXANDER JR	11/17/2005	1005991	107			80.42			ANTIQUE TAG/VERIFIED
2005	COBLE WILBERT A JR	11/17/2005	942328	113					115.00	LAND IS VACANT
2005	COCKMAN MARIE B	11/16/2005	957220	109	252.63					NO SCE GIVEN/CORRECT
2005	COLLINS JUNE SWINDELL	11/30/2005	1007721	106			38.14			WRONG VALUE ON 02 MERZ
2005	COLTRANE ROY	11/28/2005	942447	110					115.00	1 SPACE VACANT OVER 2
2005	DAVIS ANGELA SPIVEY	11/22/2005	1010640	106			14.76			WRONG VALUE ON TOYT VN
2005	DO-IT-WRITE, INC	11/10/2005	966676	107		10.62				SEE ACCT# 1222119
2005	DO-IT-WRITE, INC	11/10/2005	966677	107		3.20				DBLST W/1222119
2005	DO-IT-WRITE, INC	11/10/2005	966678	107		22.53				DBLST W/1222119
2005	DO-IT-WRITE, INC	11/10/2005	966679	107		.17				DBLST W/1222119
2005	DRAPER KEVIN MICHAEL	11/01/2005	1001258	201			15.38			NOT IN PITTSBORO CITY
2005	ELLIOTT DONALD	11/23/2005	945077	107					34.00	SERVICE WITH WASTE IND
2005	FAYER LAURIE LYNETTE	11/21/2005	1006269	201			31.42			SHOULD BE OUTSIDE
2005	FIRST CHARTER LEASING, INC	11/14/2005	959573	201		133.32				NOT IN CITY LIMITS
2005	FLORES JESSICA MARIE	11/04/2005	1002794	107			180.28			SHOULD BE DURHAM
2005	FOX KATHERINE B MRS	11/16/2005	946822	101	398.54					WVAL ON LAND/PER MARY
2005	GILLIAM PHILLIP LESLIE	11/29/2005	1005811	111			12.11			WVAL DUE TO HIGH MILES



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BOARD REVIEW OF COMPLETED RECEIPTS REPORT  
 CHATHAM COUNTY

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DEPOSIT DATES 11/01/2005 THROUGH 11/30/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	GILLILAND RONALD ALLEN	11/22/2005	950278	104		779.94				
2005	GLOBAL MISSIONS	11/09/2005	948641	106	331.20				230.00	CORRECT VALUE PER AUDI
2005	HAIRSTON PAUL	11/22/2005	987100	107		35.12				CORRECT MH LISTING
2005	HAMER GERALD FISHER JR	11/22/2005	1005973	101			8.97			CORRECT VALUE PER PREP
2005	HARR KEVIN ANTHONY	11/07/2005	948026	107		157.43				WRONG VALUE ON LINC LS
2005	HARR KEVIN ANTHONY	11/07/2005	948027	107		154.93				NEVER OWNED 2000 MH
2005	HARRIS CYNTHIA BROCK	11/28/2005	1003352	106			11.88			DBLSTED/W RPT# 948026
2005	HARRIS MARY J	11/29/2005	981206	103	241.49					WRONG VALUE ON HONDA 0
2005	HEADEN GARRY O	11/01/2005	947409	104					115.00	SCE NOT GIVEN/CORRECT
2005	HOLDAWAY DAVID LEONARD	11/22/2005	1009584	107			77.53			HOUSE BURNED IN 2004
2005	HUTCHINS SHERRY IRENE	11/23/2005	1009215	107			98.88			SITUS IN ORANGE CO
2005	JACKSON GENE ALAN	11/14/2005	1005333	107			24.23			OCNTY SHOULD BE ORANGE
2005	JACOBS JOHN WAYNE	11/21/2005	1006999	200			1.08			ADJUST FOR MILEAGE/REB
2005	JONES BRUCE DARYL	11/29/2005	1010554	109			15.00			NOT IN GOLDSTON
2005	JOYCE TONY LEE	11/28/2005	1006923	109			49.76			HAS 126000 MILES
2005	KING RAY H	11/15/2005	969264	107	175.29					SITUS RAND CO/TRANSF O
2005	KLUGER MARY ANNE	11/29/2005	1007767	107			12.23			VALUE CHG ON IMPROV
2005	LANIER D L	11/30/2005	969427	101	24.64					HIGH MILES 118000 MILE
2005	LAWLESS JAMES EDWARD	11/14/2005	1001448	101			44.28			CAN'T BE MAPPED/PER MA
2005	LEE DENNIS E	11/01/2005	960668	107		10.71				IN MILITARY/LES ON FIL
2005	LEE VIOLA J	11/17/2005	969522	105	831.58					REG IN CUMBERLAND CTY
2005	LUCAS STEWART WATSON	11/30/2005	1007467	107			12.94			SCE NOT GIVEN/CORRECT
2005	LUCAS STEWART WATSON	11/30/2005	1008609	107			64.46			SITUS IS WAKE CO
2005	LYNCH MEGAN	11/21/2005	1010944	107			10.85			SITUS IN WAKE CO
2005	MARTIN MANUEL C	11/15/2005	1010987	103	516.05				115.00	HIGH MILES 91361
2005	MARTIN MANUEL C	11/22/2005	1010988	103	566.77				115.00	REBILL W/2005 VALUE
2005	MASHBURN MARICE GAINES	11/16/2005	943395	104		6.60				CORRECT VALUE OF DW
2005	MCLEAN RICHARD ALLEN	11/08/2005	953677	107		90.62				DBLSTED/W LICENSED VEH
2005	MCLEAN RICHARD ALLEN	11/08/2005	953678	107		3.26				MOVED TO VIRGINIA
2005	MILLER WILLIAM LAWRENCE	11/16/2005	1010993	201			4.45			MOVED TO VIRGINIA
2005	MOORE CHARLES EDWARD	11/01/2005	944479	107		2.89				REC1008152-SHOULD BE 1
2005	NORWOOD GLORIA A	11/16/2005	959971	105	540.75					SOLD 03 & OUT OF COUNT
2005	OLDHAM ALTON W	11/21/2005	971208	104					115.00	DIDN'T GET L/U CORRECT
2005	OLDHAM ALTON WAYNE	11/21/2005	984643	202	366.09					VACANT PROPERTY
2005	OLDHAM FRANCES	11/29/2005	982016	107	264.60					HSE 1950 NOT COMPLETE
2005	ORDER MINOR CONVENTUALS, INC	11/01/2005	1004138	201			198.17			GIVEN L/U ON BLDG SITE
2005	PAGE RONNIE EARL	11/10/2005	944712	105		55.70				TAX EXEMPT/APPLIC ON F
2005	PERRY MYRA K	11/23/2005	954380	109	154.68					SOLD 5/03 & OCNTY
2005	PERSONS DAWN LEIGH	11/22/2005	1010534	103			17.66			2001 DW IS A 1976 DW T
2005	PITTSBORO SPORTING GOODSINC	11/23/2005	948656	106		3.03				WRONG VALUE ON TOYO CA
2005	PITTSBORO SPORTING GOODSINC	11/23/2005	948657	106		.17				DBLST W/10652
2005	PITTSBORO VOLUNTEER FIRE DEPT	11/03/2005	958199	201	367.71					DBLST W/1180510
2005	POWERS PAUL CLARK	11/23/2005	1005695	113			22.68			BILLED IN ERROR
2005	POWERS PAUL CLARK	11/23/2005	1005696	113			123.00			SHOULD BE RANDOLPH
2005	POWERS PAUL CLARK	11/23/2005	1005697	113			15.49			SHOULD BE RANDOLPH
2005	PRICE THOMAS KING III	11/16/2005	1000038	202			36.02	5.00		SHOULD BE RANDOLPH
2005	RABON JANE A	11/30/2005	972377	103	405.41				115.00	IN FD 101/OUTSIDE CITY
2005	RACHEL JAMES R	11/10/2005	972379	101		71.78				VACANT/ MH ON 0074613
2005	SANTMYER PHILIP W	11/14/2005	972919	113	12.00					REBILL TO ACCT# 26703
2005	SELKINGHAUS LULA P	11/22/2005	977139	201	181.80					MOVE MH HOOKUP TO 0004
2005	SINCLAIR PAUL F	11/28/2005	1001871	107			69.97			BILLED IN ERROR PER MR
2005	SINCLAIR PAUL FRANCIS	11/28/2005	1008963	201			14.46			IN MILITARY/LES ON FIL

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BOARD REVIEW OF COLLECTED RECEIPTS REPORT  
CHATHAM COUNTY

4  
PROG# CL2182

DEPOSIT DATES 11/01/2005 THROUGH 11/30/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	STONE A HUGH	11/15/2005	973842 107	216.92				4817.00	16 HSE ON PROP/#27 DBL
2005	STONE A HUGH	11/15/2005	973844 107	204.00				115.00	VACANT PROPERTY
2005	STONE A HUGH	11/15/2005	973845 107	166.31					1 PRIMARY BLDG SITE
2005	STONE A HUGH	11/14/2005	984929 107	69.57					CORRECT HSE LISTING
2005	STONE ALAN HUGH	11/15/2005	943466 107	157.41				34.00	DUMPSTER/OUT BLD RELOC
2005	STONE HELEN B	11/14/2005	984930 107	116.20					MH DBLST ANNE FURZE
2005	SUITER JAMES BATTLE JR	11/23/2005	1007624 107			94.74			SHOULD BE ORANGE
2005	SUITS MOBILE HOMES INC	11/01/2005	1004455 202			6.16			WRONG VALUE ON SUPE TL
2005	THOMPSON DARRYL G	11/22/2005	961576 103	184.75					CORRECT SQ FT OF HOME
2005	THOMPSON JACQUELINE B	11/21/2005	980999 109	980.73				115.00	WVAL ON REAL PROP PER/
2005	TYLER MICHAEL JOSEPH	11/01/2005	1003961 109			26.26			WRONG VALUE ON CHRY VN
2005	VILLANUEVA JESSE ROBERT	11/23/2005	1009244 101			21.55			SHOULD BE RANDOPH
2005	WAKEFIELD DEBBY A C STONE	11/29/2005	977572 106	457.50					GIVING SCE/DISABILITY
2005	WHEELER AIMEE THOMAS	11/01/2005	1001810 109			10.00			HIGH MILES 81,000
2005	WHEELER JAMES ROY JR	11/01/2005	1002516 109			16.01			HIGH MILES 157,000
2005	WIDMANN CHRIS A	11/23/2005	950721 107		56.95				SOLD 12/05/05 OCNTY
2005	WINTERS MAX DAVID	11/07/2005	1003405 107			7.67			HIGH MILEAGE ON HOND/C
2005	WYLLIE ALFRED SCALES III	11/30/2005	1010863 107			16.10			HIGH MILES 132140
2005	ZICHOSCH JEREMEY ALLEN	11/21/2005	1010282 105			119.22			VEH SITUS IN LEE CO/TR

\*\* YEAR TOTALS \*\* 13524.13 1608.58 3134.12 10.00 6446.00

\*\*\* FINAL TOTALS \*\*\* 14203.95 1919.33 3306.11 10.00 6446.00

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

# Home and Community Care Block Grant

**Purpose** Develops a budget for the expenditure of funds From the Health received through the Older Americans Act from State and Federal resources and presents budget for approval to the Board of Commissioners.

**Bylaw** Governed by: DOA Administrative Letter No. 99-2, which states that the committee is composed of Rep. From the Health Department, Local County or Elected Official, Director of Social Services, Triangle J. Rep. Mental Health Director, Director of COA, and each Commissioner appointing 1 member each. These members are appointed by the Board of Commissioners to serve 1 year terms, which begin in December. Total current membership is 9. that the committee is composed of Rep.

Name	Complete Address	Work Phone	Home Phone	Fax Number	Email Address	Type of Seat Held	Date of Org Appt	Date of Last Appt	Date Term Exp	# of Terms Served	Length Of Term	District of
Commissioner Mike Cross	PO Box 173, Moncure, NC 27559		774-3309	775-320-4211	duckdogcross@aol.com	Local County or Elected Official	06-Jan-05	06-Jan-05	06-Jan-06	0	1	Full Board
Mr. E.T. Hanner	436 Hanner Town Road, Bear Creek, NC 27207		837-5620			Citizen	08-Dec-03	15-Nov-04	08-Dec-05	2	1	District 4
Mr. Jeffrey McKay	40 Camp Street, Pittsboro, NC 27312	542-4422				Mental Health	06-Dec-04	06-Dec-04	06-Dec-05	1	1	Full Board
Mr. Daniel McLaurin Jr.	418 Mark Teague Road, Pittsboro, NC 27312		542-5865			Citizen	02-May-05	02-May-05	02-May-06	0	1	District 3
Mr. Frank Minter	456 Forest Lake Moncure Estates, Moncure, NC 27559		542-5802			Citizen	08-Dec-03	03-Jan-05	03-Jan-06	2	1	District 2
Ms. Joan Pellettier	PO Box 12276, Research Triangle Park, NC 27709	558-9398			jpellettier@tjcog.org	Triangle J Rep		06-Dec-04	06-Dec-06	3	1	Full Board
Ms Mary Schoonard	1260 Log Barn Road, Pittsboro, NC 27312		919542-3255			Citizens	16-Feb-98	04-Apr-05	04-Apr-06	6	1	District 1
Mr. Ed Spence	68 Pinewood Drive, Siler City, NC 27344		663-3534			Citizens	15-Dec-03	06-Dec-04	06-Dec-05	2	1	District 5
Mr. John Tanner	PO Box 489, Pittsboro, NC 27312	542-2759		542-6355	john.tanner@ncmail.net	DSS	15-Mar-04	06-Dec-04	06-Dec-06	2	1	Full Board
Mr. Lonnie West	PO Box 715, Pittsboro, NC 27312	542-4512	542-2516		lwest@emji.net	Lead Agency	16-Apr-01	06-Dec-04	06-Dec-05	4	1	Full Board
Ms. Lucille Whitt	PO Box 130, Pittsboro, NC 27312	545-8387			lucille.whitt@ncmail.net	Rep. From Health Department	15-Mar-04	06-Dec-04	06-Dec-05	2	1	Full Board
Ms. Laura Young	201 Cedar Run Road, Pittsboro, NC 27312					Chairman	18-Apr-05	18-Apr-05	18-Apr-06	0	1	Full Board

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PRELIMINARY LOCAL CLIMATOLOGICAL DATA

000

CXUS55 KRAH 021413

CF6RDU

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: RALEIGH-DURHAM INTL AIRPORT

MONTH: JULY

YEAR: 2005

LATITUDE: 35 52 N

LONGITUDE: 78 47 W

TEMPERATURE IN F: :PCPN: SNOW: WIND :SUNSHINE: SKY :PK WND

1 2 3 4 5 6A 6B 7 8 9 10 11 12 13 14 15 16 17 18

DY MAX MIN AVG DEP HDD CDD WTR SNW DPTH SPD SPD DIR MIN PSBL S-S WX SPD DR

Table with 18 columns for time periods and 10 rows of data. Includes handwritten annotations like '2.10"', '2.20"', and '3.16'' next to specific data points.

SM 2879 2220 0 544 7.64 0.0 175.2 M 206 5.7 FASTST PSBL % 7 MAX (MPH) 46 230 MISC ----> 31 240

NOTES: # LAST OF SEVERAL OCCURRENCES

- Climate
- Past Weather
- Records
- Prediction
- Local Data
- Climate
- Resources
- Outreach Toolkit

COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 2

STATION: RALEIGH-DURHAM INTL AIRPORT  
 MONTH: JULY  
 YEAR: 2005  
 LATITUDE: 35 52 N  
 LONGITUDE: 78 47 W

- Research
- Past Events
- Research
- CSTAR Project
- Publications

[TEMPERATURE DATA]	[PRECIPITATION DATA]	SYMBOLS USED IN COLUMN 16
AVERAGE MONTHLY: 82.2	TOTAL FOR MONTH: 7.64	1 FOG OR MIST
DPTR FM NORMAL: 3.4	DPTR FM NORMAL: 3.35	2 FOG REDUCING VISIBILITY TO 1/4 MILE OR LESS
HIGHEST: 102 ON 27	GRTST 24HR 2.23 ON 28-29	3 THUNDER
LOWEST: 67 ON 9		4 ICE PELLETS
	SNOW, ICE PELLETS, HAIL	5 HAIL
	TOTAL MONTH: 0.0 INCH	6 FREEZING RAIN OR DRIZZLE
	GRTST 24HR 0.0	7 DUSTSTORM OR SANDSTORM: VSBY 1/2 MILE OR LESS
	GRTST DEPTH: 0	8 SMOKE OR HAZE
		9 BLOWING SNOW
		X TORNADO

- NOAA Weather
- Radio

[NO. OF DAYS WITH]	[WEATHER - DAYS WITH]
MAX 32 OR BELOW: 0	0.01 INCH OR MORE: 13
MAX 90 OR ABOVE: 25	0.10 INCH OR MORE: 9
MIN 32 OR BELOW: 0	0.50 INCH OR MORE: 4
MIN 0 OR BELOW: 0	1.00 INCH OR MORE: 3

- Stations
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- NC Network
- Weather Safety
- Preparedness & Weather Safety
- Heat Awareness
- Storm Ready
- Skywarn

[HDD (BASE 65) ]		
TOTAL THIS MO. 0	CLEAR (SCALE 0-3)	3
DPTR FM NORMAL 0	PTCLDY (SCALE 4-7)	16
TOTAL FM JUL 1 0	CLOUDY (SCALE 8-10)	12
DPTR FM NORMAL 0		

- Other Programs

[CDD (BASE 65) ]		[PRESSURE DATA]
TOTAL THIS MO. 544		HIGHEST SLP M ON M
DPTR FM NORMAL 115		LOWEST SLP M ON M
TOTAL FM JAN 1 1004		
DPTR FM NORMAL 115		

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Explanation of the Preliminary Climate Data (F6) Product

Please note this information is preliminary and subject to revision. Official and certified climatic data can be accessed at the National Climatic Data Center (NCDC) (http://www.ncdc.noaa.gov/oa/ncdc.html).

PRELIMINARY LOCAL CLIMATOLOGICAL DATA

000

CXUS55 KRAH 021414

CF6RDU

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: RALEIGH-DURHAM INTL AIRPORT

MONTH: AUGUST

YEAR: 2005

LATITUDE: 35 52 N

LONGITUDE: 78 47 W

Table with columns: TEMPERATURE IN F, PCPN, SNOW, WIND, SUNSHINE, SKY, PK WND. Rows include hourly data from 1 to 31.

Handwritten notes: 2.59", 0.60", 0.25"

SM 2794 2179 0 481 3.90 0.0 123.6 M 155 4.1 FASTST PSBL % 5 MAX (MPH) 33 170 MISC ----> 28 170

NOTES: # LAST OF SEVERAL OCCURRENCES

- Climate
- Past Weather
- Records
- Prediction
- Local Data
- Climate
- Resources
- Outreach Toolkit

COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 2

STATION: RALEIGH-DURHAM INTL AIRPORT  
 MONTH: AUGUST  
 YEAR: 2005  
 LATITUDE: 35 52 N  
 LONGITUDE: 78 47 W

- Research
- Past Events
- Research
- CSTAR Project
- Publications

[TEMPERATURE DATA]	[PRECIPITATION DATA]	SYMBOLS USED IN COLUMN 16
AVERAGE MONTHLY: 80.2	TOTAL FOR MONTH: 3.90	1 FOG OR MIST
DPTR FM NORMAL: 3.0	DPTR FM NORMAL: 0.12	2 FOG REDUCING VISIBILITY TO 1/4 MILE OR LESS
HIGHEST: 97 ON 20	GRTST 24HR 2.03 ON 9- 9	3 THUNDER
LOWEST: 59 ON 26		4 ICE PELLETS
	SNOW, ICE PELLETS, HAIL	5 HAIL
	TOTAL MONTH: 0.0 INCH	6 FREEZING RAIN OR DRIZZLE
	GRTST 24HR 0.0	7 DUSTSTORM OR SANDSTORM: VSBY 1/2 MILE OR LESS
	GRTST DEPTH: 0	8 SMOKE OR HAZE

- NOAA Weather
- Radio
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[NO. OF DAYS WITH]	[WEATHER - DAYS WITH]	
MAX 32 OR BELOW: 0	0.01 INCH OR MORE: 11	9 BLOWING SNOW
MAX 90 OR ABOVE: 20	0.10 INCH OR MORE: 9	X TORNADO
MIN 32 OR BELOW: 0	0.50 INCH OR MORE: 1	
MIN 0 OR BELOW: 0	1.00 INCH OR MORE: 1	
[HDD (BASE 65) ]		
TOTAL THIS MO. 0	CLEAR (SCALE 0-3) 10	
DPTR FM NORMAL -1	PTCLDY (SCALE 4-7) 14	
TOTAL FM JUL 1 0	CLOUDY (SCALE 8-10) 6	
DPTR FM NORMAL -1		

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[CDD (BASE 65) ]	[PRESSURE DATA]
TOTAL THIS MO. 481	HIGHEST SLP M ON M
DPTR FM NORMAL 102	LOWEST SLP M ON M
TOTAL FM JAN 1 1485	
DPTR FM NORMAL 217	

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PRELIMINARY LOCAL CLIMATOLOGICAL DATA

000
CXUS55 KRAH 021414
CF6RDU
PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: RALEIGH-DURHAM INTL AIRPORT
MONTH: SEPTEMBER
YEAR: 2005
LATITUDE: 35 52 N
LONGITUDE: 78 47 W

Table with columns: TEMPERATURE IN F, PCPN, SNOW, WIND, SUNSHINE, SKY, PK WND. Rows include data for 1-30 days with sub-columns for MAX, MIN, AVG, DEP, HDD, CDD, WTR, SNW, DPTH, SPD, DIR, MIN, PSBL, S-S, WX, SPD, DR.

NOTES:
# LAST OF SEVERAL OCCURRENCES
COLUMN 17 PEAK WIND IN M.P.H.



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- Past Weather Records Prediction Local Data Climate Resources Outreach Toolkit**
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PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 2

STATION: RALEIGH-DURHAM INTL AIRPORT  
 MONTH: SEPTEMBER  
 YEAR: 2005  
 LATITUDE: 35 52 N  
 LONGITUDE: 78 47 W

[TEMPERATURE DATA]	[PRECIPITATION DATA]	SYMBOLS USED IN COLUMN 16
AVERAGE MONTHLY: 76.0	TOTAL FOR MONTH: 0.82	1 FOG OR MIST
DPTR FM NORMAL: 4.8	DPTR FM NORMAL: -3.44	2 FOG REDUCING VISIBILITY TO 1/4 MILE OR LESS
HIGHEST: 95 ON 17	GRTST 24HR 0.61 ON 20-20	3 THUNDER
LOWEST: 57 ON 28, 9	SNOW, ICE PELLETS, HAIL	4 ICE PELLETS
	TOTAL MONTH: 0.0 INCH	5 HAIL
	GRTST 24HR 0.0	6 FREEZING RAIN OR DRIZZLE
	GRTST DEPTH: 0	7 DUSTSTORM OR SANDSTORM: VSBY 1/2 MILE OR LESS
		8 SMOKE OR HAZE
		9 BLOWING SNOW
		X TORNADO
[NO. OF DAYS WITH]	[WEATHER - DAYS WITH]	
MAX 32 OR BELOW: 0	0.01 INCH OR MORE: 5	
MAX 90 OR ABOVE: 10	0.10 INCH OR MORE: 2	
MIN 32 OR BELOW: 0	0.50 INCH OR MORE: 1	
MIN 0 OR BELOW: 0	1.00 INCH OR MORE: 0	
[HDD (BASE 65) ]		
TOTAL THIS MO. 0	CLEAR (SCALE 0-3) 14	
DPTR FM NORMAL -20	PTCLDY (SCALE 4-7) 12	
TOTAL FM JUL 1 0	CLOUDY (SCALE 8-10) 4	
DPTR FM NORMAL -21		
[CDD (BASE 65) ]		
TOTAL THIS MO. 339		
DPTR FM NORMAL 133	[PRESSURE DATA]	
TOTAL FM JAN 1 1824	HIGHEST SLP M ON M	
DPTR FM NORMAL 350	LOWEST SLP M ON M	

[REMARKS]  
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PRELIMINARY LOCAL CLIMATOLOGICAL DATA

000

CXUS55 KRAH 021421

CF6RDU

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: RALEIGH-DURHAM INTL AIRPORT  
 MONTH: OCTOBER  
 YEAR: 2005  
 LATITUDE: 35 52 N  
 LONGITUDE: 78 47 W

		TEMPERATURE IN F:					:PCPN:		SNOW:		WIND		:SUNSHINE:		SKY		:PK WND			
		1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18
		AVG MX 2MIN																		
DY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	DPTH	SPD	SPD	DIR	MIN	PSBL	S-S	WX	SPD	DR		
1	82	64	73	7	0	8	0.00	0.0	0	4.2	9	120	M	M	6			18	100	
2	83	56	70	5	0	5	0.00	0.0	0	5.5	14	90	M	M	4	1		20	10	
3	82	54	68	3	0	3	0.00	0.0	0	5.8	13	50	M	M	7	1		15	90	
4	80	65	73	9	0	8	T	0.0	0	7.8	16	40	M	M	7	18		18	50	
5	85	69	77	13	0	12	0.07	0.0	0	9.1	20	80	M	M	8	1		24	100	
6	80	72	76	12	0	11	0.26	0.0	0	9.7	22	110	M	M	10	1		26	110	
7	76	70	73	10	0	8	0.98	0.0	0	9.3	20	110	M	M	10	1		28	100	
8	83	69	76	13	0	11	0.61	0.0	0	4.7	10	290	M	M	9	1		15	360	
9	69	62	66	4	0	1	0.01	0.0	0	8.5	15	50	M	M	10	1		17	50	
10	65	61	63	1	2	0	0.01	0.0	0	7.8	16	50	M	M	10	1		18	40	
11	71	63	67	5	0	2	T	0.0	0	7.2	14	30	M	M	10	12		18	30	
12	65	62	64	3	1	0	0.01	0.0	0	7.5	14	50	M	M	10	1		17	20	
13	75	60	68	7	0	3	0.00	0.0	0	6.7	14	30	M	M	5			20	360	
14	74	53	64	3	1	0	0.00	0.0	0	4.5	12	350	M	M	6	1		17	310	
15	78	52	65	5	0	0	0.00	0.0	0	4.7	14	260	M	M	0	18		20	240	
16	71	47	59	-1	6	0	0.00	0.0	0	4.8	13	290	M	M	0			17	290	
17	70	41	56	-3	9	0	0.00	0.0	0	3.2	13	290	M	M	1			17	280	
18	82	46	64	5	1	0	0.00	0.0	0	5.8	14	240	M	M	3			17	240	
19	83	53	68	9	0	3	0.00	0.0	0	4.6	16	240	M	M	1	1		18	240	
20	86	59	73	15	0	8	0.00	0.0	0	5.5	12	200	M	M	2	18		13	190	
21	73	60	67	9	0	2	0.10	0.0	0	5.4	12	100	M	M	7	1238		14	40	
22	72	54	63	5	2	0	0.01	0.0	0	4.8	14	300	M	M	8	123		18	310	
23	68	42	55	-2	10	0	0.00	0.0	0	2.6	8	120	M	M	3			14	140	
24	60	44	52	-5	13	0	T	M	0	6.1	17	320	M	M	8	1		29	320	
25	59	41	50	-7	15	0	0.00	0.0	0	11.0	21	280	M	M	4			28	280	
26	62	40	51	-6	14	0	0.00	0.0	0	6.1	15	300	M	M	2			20	290	
27	62	32	47	-9	18	0	0.00	0.0	0	2.0	9	70	M	M	1	1		13	320	
28	58	36	47	-9	18	0	T	M	0	4.9	17	40	M	M	5	1		20	40	
29	59	30	45	-11	20	0	0.00	0.0	0	2.5	13	350	M	M	1	1		18	10	
30	72	29	51	-4	14	0	0.00	0.0	0	1.5	5	170	M	M	0	1		7	180	
31	75	35	55	0	10	0	0.00	0.0	0	4.0	9	200	M	M	0	1		M	M	
SM	2260	1621			154	85	2.06		0.0	177.8			M				158			
AV	72.9	52.3								5.7	FASTST		PSBL	%	5			MAX (MPH)		
									MISC ---->	22	110							29	320	

~1.92"

NOTES:  
# LAST OF SEVERAL OCCURRENCES

- Climate
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COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 2

STATION: RALEIGH-DURHAM INTL AIRPORT  
 MONTH: OCTOBER  
 YEAR: 2005  
 LATITUDE: 35 52 N  
 LONGITUDE: 78 47 W

- Research
- Past Events
- Research
- CSTAR Project
- Publications

[TEMPERATURE DATA]

[PRECIPITATION DATA]

SYMBOLS USED IN COLUMN 16

AVERAGE MONTHLY: 62.6  
 DPTR FM NORMAL: 2.6  
 HIGHEST: 86 ON 20  
 LOWEST: 29 ON 30

TOTAL FOR MONTH: 2.06  
 DPTR FM NORMAL: -1.12  
 GRTST 24HR 1.32 ON 7- 8  
 SNOW, ICE PELLETS, HAIL  
 TOTAL MONTH: 0.0 INCH  
 GRTST 24HR 0.0  
 GRTST DEPTH: 0

- 1 FOG OR MIST
- 2 FOG REDUCING VISIBILITY TO 1/4 MILE OR LESS
- 3 THUNDER
- 4 ICE PELLETS
- 5 HAIL
- 6 FREEZING RAIN OR DRIZZLE
- 7 DUSTSTORM OR SANDSTORM: VSBY 1/2 MILE OR LESS
- 8 SMOKE OR HAZE
- 9 BLOWING SNOW
- X TORNADO

- NOAA Weather
- Radio

[NO. OF DAYS WITH]

[WEATHER - DAYS WITH]

MAX 32 OR BELOW: 0  
 MAX 90 OR ABOVE: 0  
 MIN 32 OR BELOW: 3  
 MIN 0 OR BELOW: 0

0.01 INCH OR MORE: 9  
 0.10 INCH OR MORE: 4  
 0.50 INCH OR MORE: 2  
 1.00 INCH OR MORE: 0

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- Storm Ready
- Skywarn

[HDD (BASE 65) ]

TOTAL THIS MO. 154  
 DPTR FM NORMAL -40  
 TOTAL FM JUL 1 154  
 DPTR FM NORMAL -61

CLEAR (SCALE 0-3) 12  
 PTCLDY (SCALE 4-7) 9  
 CLOUDY (SCALE 8-10) 10

- Other Programs

[CDD (BASE 65) ]

TOTAL THIS MO. 85  
 DPTR FM NORMAL 46  
 TOTAL FM JAN 1 1909  
 DPTR FM NORMAL 396

[PRESSURE DATA]  
 HIGHEST SLP M ON M  
 LOWEST SLP M ON M

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[REMARKS]

#FINAL-10-05#

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Explanation of the Preliminary Climate Data (F6) Product

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PRELIMINARY LOCAL CLIMATOLOGICAL DATA

000 CXUS55 KRAH 011346 CF6RDU

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: RALEIGH-DURHAM INTL AIRPORT MONTH: NOVEMBER YEAR: 2005 LATITUDE: 35 52 N LONGITUDE: 78 47 W

Table with columns: TEMPERATURE IN F, PCPN, SNOW, WIND, SUNSHINE, SKY, PK WND. Rows include hourly data (1-24) and summary statistics (30).

NOTES: # LAST OF SEVERAL OCCURRENCES

COLUMN 17 PEAK WIND IN M.P.H.

1.99

1.4

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PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 2

STATION: RALEIGH-DURHAM INTL AIRPORT  
 MONTH: NOVEMBER  
 YEAR: 2005  
 LATITUDE: 35 52 N  
 LONGITUDE: 78 47 W

[TEMPERATURE DATA]	[PRECIPITATION DATA]	SYMBOLS USED IN COLUMN 16
AVERAGE MONTHLY: 52.9	TOTAL FOR MONTH: 3.72	1 FOG OR MIST
DPTR FM NORMAL: 1.9	DPTR FM NORMAL: 0.75	2 FOG REDUCING VISIBILITY TO 1/4 MILE OR LESS
HIGHEST: 83 ON 9	GRTST 24HR 1.78 ON 20-21	3 THUNDER
LOWEST: 23 ON 19		4 ICE PELLETS
	SNOW, ICE PELLETS, HAIL	5 HAIL
	TOTAL MONTH: 0.0 INCH	6 FREEZING RAIN OR DRIZZLE
	GRTST 24HR 0.0	7 DUSTSTORM OR SANDSTORM: VSBY 1/2 MILE OR LESS
	GRTST DEPTH: 0	8 SMOKE OR HAZE
		9 BLOWING SNOW
		X TORNADO
[NO. OF DAYS WITH]	[WEATHER - DAYS WITH]	
MAX 32 OR BELOW: 0	0.01 INCH OR MORE: 8	
MAX 90 OR ABOVE: 0	0.10 INCH OR MORE: 6	
MIN 32 OR BELOW: 8	0.50 INCH OR MORE: 3	
MIN 0 OR BELOW: 0	1.00 INCH OR MORE: 1	
[HDD (BASE 65) ]		
TOTAL THIS MO. 368	CLEAR (SCALE 0-3) 10	
DPTR FM NORMAL -57	PTCLDY (SCALE 4-7) 13	
TOTAL FM JUL 1 522	CLOUDY (SCALE 8-10) 7	
DPTR FM NORMAL -118		
[CDD (BASE 65) ]		
TOTAL THIS MO. 12		
DPTR FM NORMAL 6	[PRESSURE DATA]	
TOTAL FM JAN 1 1921	HIGHEST SLP M ON M	
DPTR FM NORMAL 402	LOWEST SLP M ON M	

[REMARKS]  
 #FINAL-11-05#

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000  
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CLIMATE REPORT  
 NATIONAL WEATHER SERVICE RALEIGH NC  
 444 AM EST MON DEC 5 2005

...THE RALEIGH-DURHAM INTL AIRPORT CLIMATE SUMMARY FOR DECEMBER 4 2005...

CLIMATE NORMAL PERIOD 1971 TO 2000  
 CLIMATE RECORD PERIOD 1887 TO 2005

WEATHER ITEM	OBSERVED TIME VALUE (LST)	RECORD YEAR VALUE	NORMAL VALUE	DEPARTURE FROM NORMAL	LAST YEAR
--------------	---------------------------	-------------------	--------------	-----------------------	-----------

TEMPERATURE (F)					
YESTERDAY					
MAXIMUM	68 300 PM	79 1978	56	12	59
MINIMUM	43 1210 AM	15 1976	35	8	29
AVERAGE	56		46	10	44

PRECIPITATION (IN)					
YESTERDAY	0.14	1.05 1953	0.09	0.05	0.00
MONTH TO DATE	0.16		0.38	-0.22	0.04
SINCE DEC 1	0.16		0.38	-0.22	0.04
SINCE JAN 1	33.47		40.39	-6.92	45.61

*Dec. 4, 2005*

SNOWFALL (IN)	
YESTERDAY	0.0
MONTH TO DATE	0.0
SINCE DEC 1	0.0
SINCE JUL 1	0.0
SNOW DEPTH	0

DEGREE DAYS HEATING				
YESTERDAY	9	19	-10	21
MONTH TO DATE	78	75	3	75
SINCE DEC 1	78	75	3	75
SINCE JUL 1	600	715	-115	556

COOLING				
YESTERDAY	0	0	0	0
MONTH TO DATE	0	2	-2	0
SINCE DEC 1	0	2	-2	0
SINCE JAN 1	1921	1521	400	1747

WIND (MPH)			
HIGHEST WIND SPEED	21	HIGHEST WIND DIRECTION	SW (230)
HIGHEST GUST SPEED	29	HIGHEST GUST DIRECTION	SW (240)
AVERAGE WIND SPEED	8.7		

SKY COVER  
 POSSIBLE SUNSHINE MM  
 AVERAGE SKY COVER 0.9

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WEATHER CONDITIONS  
 THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.  
 LIGHT RAIN  
 FOG

RELATIVE HUMIDITY (PERCENT)  
 HIGHEST 93 900 PM  
 LOWEST 55 300 PM  
 AVERAGE 74

- Research
- Past Events
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- Publications

THE RALEIGH-DURHAM INTL AIRPORT CLIMATE NORMALS FOR TODAY

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	56	76	2001 1998
MINIMUM TEMPERATURE (F)	35	19	1966 2000

- NOAA Weather
- Radio

SUNRISE AND SUNSET  
 DECEMBER 5 2005.....SUNRISE 711 AM EST SUNSET 501 PM EST  
 DECEMBER 6 2005.....SUNRISE 711 AM EST SUNSET 501 PM EST

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- INDICATES NEGATIVE NUMBERS.  
 R INDICATES RECORD WAS SET OR TIED.  
 MM INDICATES DATA IS MISSING.  
 T INDICATES TRACE AMOUNT.

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000  
 CDUS42 KRAH 060753  
 CLIRDU

CLIMATE REPORT  
 NATIONAL WEATHER SERVICE RALEIGH NC  
 251 AM EST TUE DEC 6 2005

...THE RALEIGH-DURHAM INTL AIRPORT CLIMATE SUMMARY FOR DECEMBER 5 2005...

CLIMATE NORMAL PERIOD 1971 TO 2000  
 CLIMATE RECORD PERIOD 1887 TO 2005

WEATHER ITEM	OBSERVED VALUE	TIME (LST)	RECORD VALUE	YEAR	NORMAL VALUE	DEPARTURE FROM NORMAL	LAST YEAR
--------------	----------------	------------	--------------	------	--------------	-----------------------	-----------

TEMPERATURE (F)							
YESTERDAY							
MAXIMUM	50	201 AM	76	2001	56	-6	65
				1998			
MINIMUM	34	951 PM	19	1966	35	-1	30
				2000			
AVERAGE	42				45	-3	48

*Dec. 5, 2005*

PRECIPITATION (IN)							
YESTERDAY	1.35			1.36	1993	0.09	1.26
MONTH TO DATE	1.51					0.47	1.04
SINCE DEC 1	1.51					0.47	1.04
SINCE JAN 1	34.82					40.48	-5.66
							45.61

SNOWFALL (IN)	
YESTERDAY	0.0
MONTH TO DATE	0.0
SINCE DEC 1	0.0
SINCE JUL 1	0.0
SNOW DEPTH	0

DEGREE DAYS			
HEATING			
YESTERDAY	23	20	3
MONTH TO DATE	101	95	6
SINCE DEC 1	101	95	6
SINCE JUL 1	623	735	-112
			573

COOLING			
YESTERDAY	0	0	0
MONTH TO DATE	0	2	-2
SINCE DEC 1	0	2	-2
SINCE JAN 1	1921	1521	400
			1747

WIND (MPH)			
HIGHEST WIND SPEED	21	HIGHEST WIND DIRECTION	E (80)
HIGHEST GUST SPEED	28	HIGHEST GUST DIRECTION	E (90)
AVERAGE WIND SPEED	9.1		

SKY COVER  
 POSSIBLE SUNSHINE MM



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AVERAGE SKY COVER 1.0

WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.

RAIN  
 LIGHT RAIN  
 FOG

RELATIVE HUMIDITY (PERCENT)

HIGHEST	100	300 AM
LOWEST	86	1200 AM
AVERAGE	93	

THE RALEIGH-DURHAM INTL AIRPORT CLIMATE NORMALS FOR TODAY

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	56	80	1998
MINIMUM TEMPERATURE (F)	34	19	1992

SUNRISE AND SUNSET

DECEMBER 6 2005.....	SUNRISE	711 AM EST	SUNSET	501 PM EST
DECEMBER 7 2005.....	SUNRISE	712 AM EST	SUNSET	501 PM EST

- INDICATES NEGATIVE NUMBERS.  
 R INDICATES RECORD WAS SET OR TIED.  
 MM INDICATES DATA IS MISSING.  
 T INDICATES TRACE AMOUNT.

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**ATTACHMENT ONE**  
**Photos of Sedimentation Problems in north Chatham County**  
**Allison E. Weakley**  
**October - December 2005**

**CHATHAM DOWNS**  
**Corner of US 15-501 and Lystra Road in Chatham County**

**Photos taken October 8, 2005**



**Figs. 1- 6 show soil erosion and sedimentation problems occurring along Lystra Road. Note basins full of sediment (Figs 1-3) and failing silt fencing (Figs. 4-6).**

**CHATHAM DOWNS**  
Photos taken October 8, 2005



7.



8.



9.



10.



11.

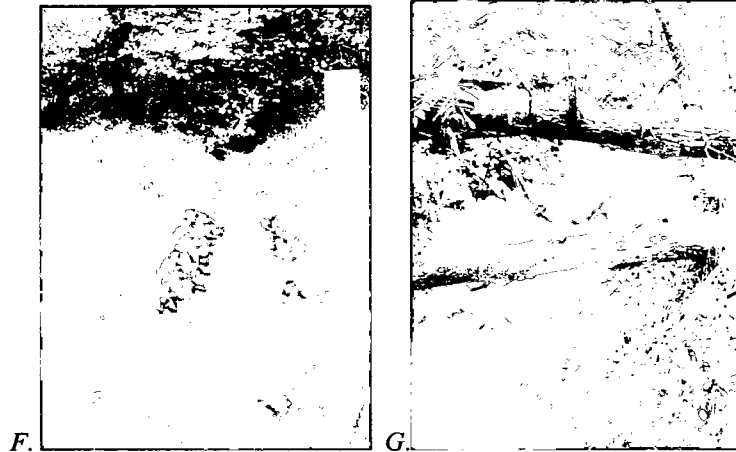
**Figs. 7-9** show sediment control along Lystra Road. Note failing silt fencing and muddy water flowing through control structure. **Fig. 10** shows downstream section of stream draining Chatham Downs site onto the future site of Williams Corner. **Fig. 11** shows silt fencing that has not only failed, but has been driven over by heavy equipment, resulting in sediment draining to stream that crosses under Lystra Road.

Unnamed Tributary just north of Parker's Creek (and south of access road)  
December 6, 2005

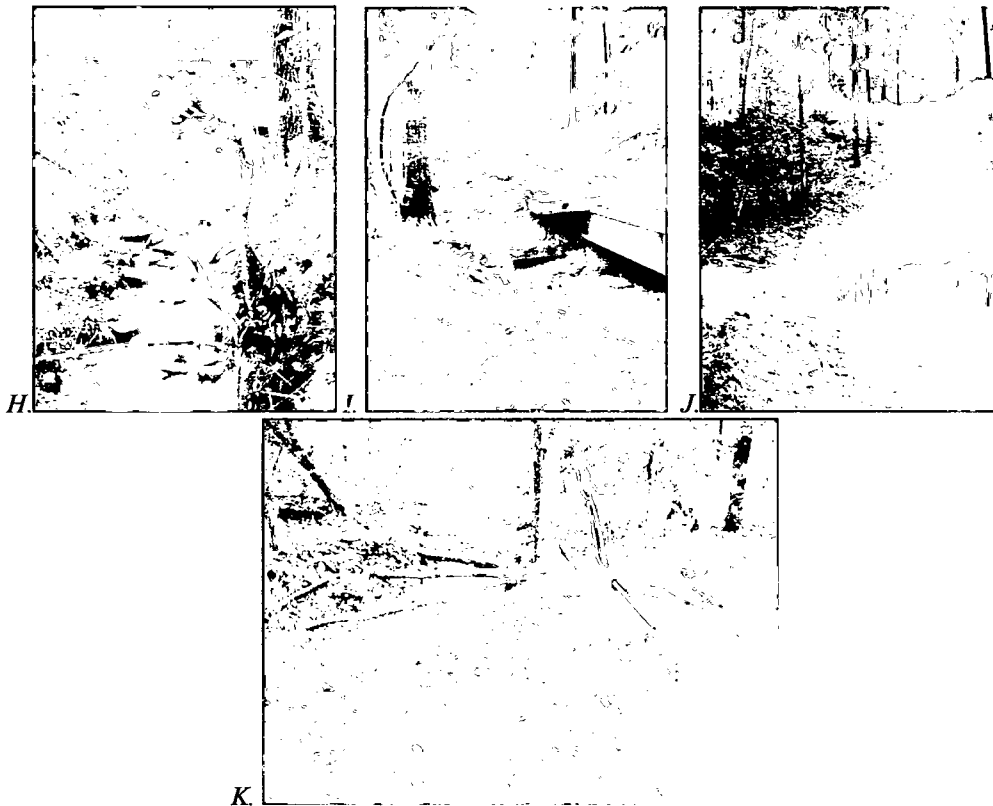


Fig. O shows the same unnamed tributary as Fig. F (above), only this photo was taken on December 6, 2005. Fig. P shows the segment of the unnamed tributary downstream (east) of Big Woods Road on Army Corps property.

**Unnamed Tributary just north of Parker's Creek (and south of access road)**  
**October 8, 2005**

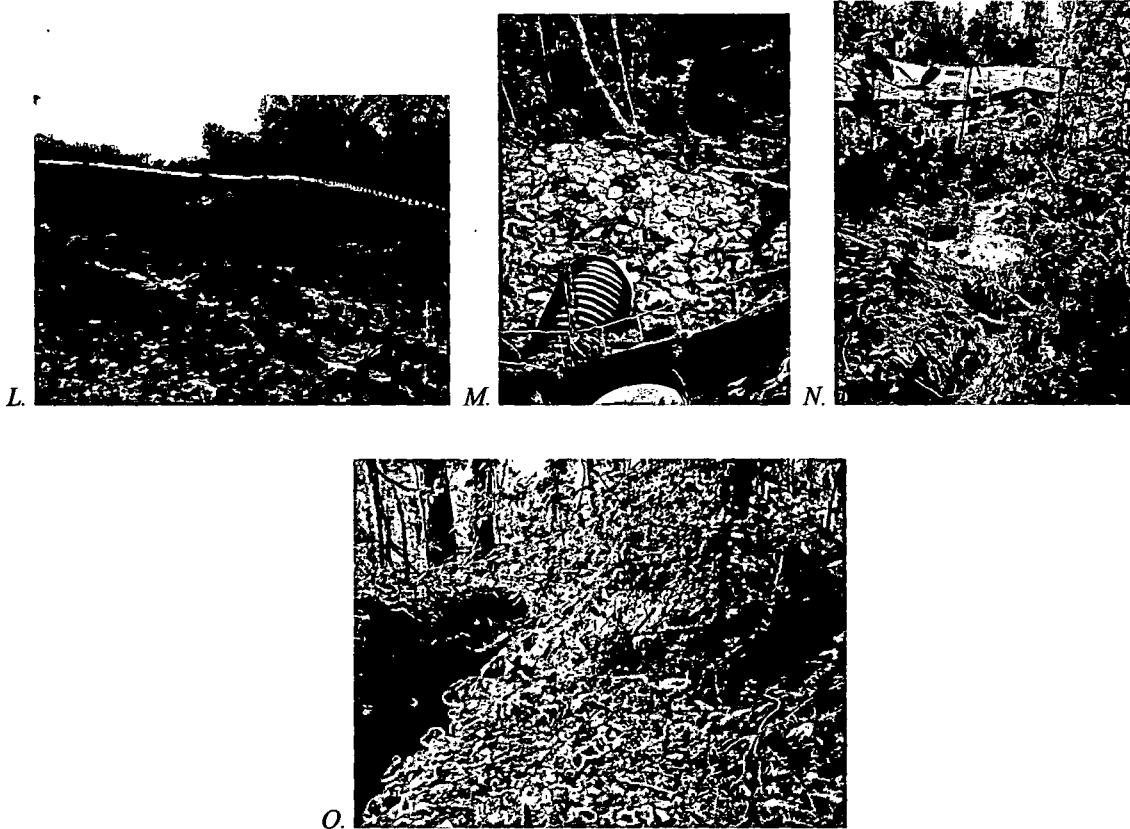


**Fig. F** shows an Unnamed tributary just north of Parker's Creek and south of one of the access roads to site (photo taken looking upstream from the road). **Fig. G** shows the same unnamed tributary, further upstream from photo taken in Fig F.

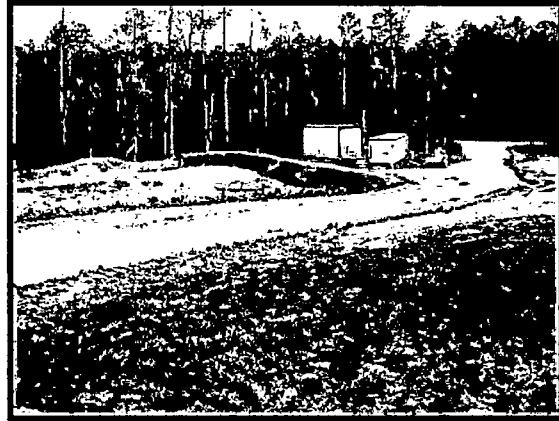


**Fig. H** was taken even further upstream of Figs F and G. Note road crossing and lack of silt fencing or other erosion control devices along road crossing. **Fig. I** shows road crossing over unnamed tributary (photo looking south, upslope to recently graded Meadow Area Eleven - as shown in Final Plat map for Phase One, October 31, 2005). **Fig. J** shows the same road crossing, looking north (upslope to another recently graded meadow, Meadow Areas Three and Ten). **Fig. K** was taken from the road crossing,

looking west and upstream. Note that the stream is muddy upstream from this road crossing, indicating there are additional sources of sediment upstream.

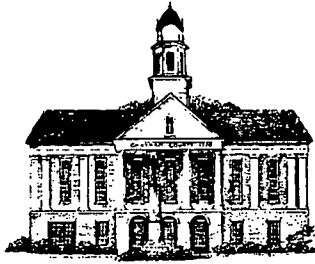


**Fig. L** shows a sediment basin just upstream and south of the road crossing pictured above - note that it is completely full. **Fig. M** shows discharge area from sediment basin in Fig. L. Note sediment beyond the rocks, entering the stream buffer. **Fig. N** was taken near the unnamed tributary, looking upslope to sediment basin pictured in Fig L. Note the sediment and straw that has escaped the sediment basin and overflowed into the buffer and tributary.



Slide 3  
Mark Ashness  
Dec 3, 2005  
The Homestead

# COUNTY OF CHATHAM



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**PITTSBORO, N. C. 27312-0087**

ORGANIZED 1770

707 SQUARE MILES

## **Resolution to Submit Community Development Block Grant Infrastructure Hook-Up Application Chatham County, North Carolina**

**WHEREAS**, the North Carolina Division of Community Assistance is a significant source of funding for affordable housing within Chatham County; and

**WHEREAS**, the North Carolina Division of Community Assistance has conditionally awarded Chatham County \$69,287 in Community Development Block Grant Infrastructure Hook-Up funds for Chatham County residents; and

**WHEREAS**, the funds are expected to assist 14 low and moderate income families; and

**WHEREAS**, Chatham County will realize additional social benefits in the form of preserving its affordable housing stock for low and moderate income citizens.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHATHAM COUNTY BOARD OF COMMISSIONERS:**

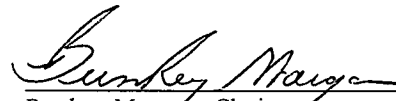
That the Board of Commissioners of Chatham County will substantially comply with all Federal, State and local laws, rules, regulations and ordinances pertaining to the project and to Federal and State grants pertaining thereto.

That, Bunkey Morgan, Chairman of the Board of Commissioners and Charlie Horne, County Manager, and successors so titled are hereby authorized and directed to furnish such information as the appropriate governmental agencies may request in connection with such applications for the project; to make the assurances and certifications as contained above, and to execute such other documents as may be required in connection with the construction of the project.

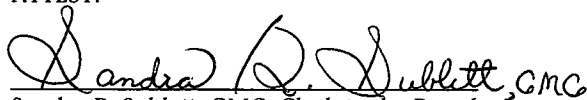
This Resolution shall take effect immediately upon its adoption.

That the County will submit an application to the North Carolina Division of Community Assistance in the amount of \$69,287 as funding for the Chatham County Community Development Block Grant Infrastructure Hook-Up Program.

Adopted this the 12th day of December, 2005.

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners



## CONTRACT FOR ADMINISTRATIVE SERVICES

This AGREEMENT made this 5th day of April, 2006, by and between CHATHAM COUNTY, herein called the OWNER and HOBBS, UPCHURCH & ASSOCIATES, P.A., hereinafter called the ADMINISTRATOR.

Whereas, the OWNER intends to implement the 2006 CDBG Water Hook Up Grant project as described in the Chatham County CDBG Infrastructure Hook Up Grant application dated December 15, 2006, and more particularly described as Grant Number 05-C-1463, hereinafter called the PROJECT.

NOW, therefore, the OWNER and ADMINISTRATOR, for the consideration hereinafter named, agree as follows:

The OWNER and ADMINISTRATOR hereby acknowledge and agree that no funds are committed under this Agreement until such time as the State of North Carolina has issued the required release of funds, as provided in the Community Development Block Grant Guidelines and as stipulated in the OWNER's funding approval form.

The ADMINISTRATOR agrees to perform professional services for the named PROJECT as hereinafter set forth.

The OWNER agrees to compensate the ADMINISTRATOR for services as hereinafter provided. The ADMINISTRATOR'S services shall include:

1. If required, prepare the Environmental Review Record, publish all required notices and send necessary documentation to the Division of Community Assistance in the Department of Commerce to obtain the release of funds.
2. Prepare and transmit all other documents required to obtain the release of funds.
3. Establish and maintain a filing system in accordance with standards of the Division of Community Assistance in the Department of Commerce.
4. Assist Chatham County in establishing an appropriate financial management system for the grant, including preparing all requisitions, disbursement documentation, and preliminary approval of disbursements. Chatham County will approve and sign all requisitions and disbursement checks and will handle all postings of checks.
5. Perform all tasks needed to procure professional services, including procuring a licensed, bonded plumber to provide water connection services to 14 qualified homes in Chatham County.
6. Coordinate with all third-party professional contracts for the implementation of the project and provide assistance as needed.

7. Oversee performance related to contracts. Review bid advertisements, bid procedures, and contract documents to assure conformance with all federal and state laws. Oversee the bidding of the project. Attend the pre-construction conference to advise the contractor of all state and federal regulations. Review any requests for payments. Handle all citizen complaints.
8. Prepare all Annual Performance Reports required by the Division of Community Assistance in the Department of Commerce.
9. Represent Chatham County on all monitoring visits and prepare any responses to the Division of Community Assistance in the Department of Commerce related to monitoring reports.
10. Provide needed assistance during formal audits related to the project.
11. Handle all aspects of the CDBG Program Closeout, including but not limited to, public hearing notices, preparation of the Final Performance Report and the Certificate of Completion. All project work and closeout requirements must be completed no later than June 7, 2007.
12. Prepare quarterly status reports on accomplishments and expenditures of the project.
13. Assume all administrative responsibility for the Division of Community Assistance in the Department of Commerce Program compliance and completion of all activities defined in the Chatham County CDBG Infrastructure Hook Up Grant Application submitted December 15, 2005.
14. Perform other administrative procedures necessary to implement the water service connections, including completing all required forms, such as the application and income verification forms, grant and contract award documentation, material lien releases, invoices, payment authorizations, contracts and change order forms.
15. Attend any required Board of County Commissioners meetings related to the grant.
16. Prepare bid award procedures in compliance with equal opportunity requirements, and other DCA contract and procurement requirements.
17. Conduct pre-construction conferences with potential contractors to review work and equal opportunity requirements.
18. Inspect all work performed and authorize payment upon satisfactory completion of work.
19. Inspect active service connections at least two days per week and process change orders, if applicable.
20. Prepare and maintain updated files for each applicant.
21. File all reports and complete all activities to ensure compliance with equal opportunity, Section 504, Section 3 and Fair Housing requirements.
22. Provide clerical assistance for preparing required reports, documents, files and forms.
23. Provide administrative responsibility for Division of Community Assistance program compliance and completion of all activities defined in Chatham County's CDBG Infrastructure Hookup Grant Application, submitted December 15, 2005.

The ADMINISTRATOR's services shall not include: 1) Appraisals; 2) Legal Services; and 3) Preparation of Audit Reports.

**Payment for Services:** The OWNER agrees to pay the ADMINISTRATOR for the services listed above as follows:

A total fee not to exceed \$7,000.00, which shall be paid as invoiced

It is agreed by the parties hereto that the appropriate adjustments in any fixed and/or lump sum payments shall be made in the event that the physical scope of the PROJECT, time for completion, or services required are materially increased or decreased beyond that contemplated at this time.

The ADMINISTRATOR shall receive progress payments based on the amount of work performed and documented to the OWNER by the ADMINISTRATOR.

Should the ADMINISTRATOR be required to render any "additional services" related to the PROJECT and beyond the scope of work provided, the ADMINISTRATOR shall receive additional compensation for such additional services at the hourly rates as specified on the attached fee schedule attached as Exhibit A for the hours actually worked by the appropriate classification of employee.

The project time frame provided by the ADMINISTRATOR is provided as Exhibit B and shall be part of this Agreement.

The following contract provisions shall be referenced as Exhibit C and become part of this Agreement:

- Conflict of Interest
- Legal Remedies
- Nondiscrimination
- Age Discrimination
- Section 504 Nondiscrimination on the Basis of Handicap
- Section 3
- Access to Records and Records Retention
- Lobbying

The OWNER and ADMINISTRATOR hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this Agreement, the day and year first written above, which is the effective date of this Agreement.

HOBBS UPCHURCH & ASSOCIATES, P.A.

CHATHAM COUNTY

By: David T. Upchurch  
Fred M Hobbs, P.E.  
President  
David T. Upchurch, P.E.  
Vice-President

By: Charlie Horne  
Charlie Horne, County Manager  
Chatham County

This instrument has been pre-audited, as required by the Local Government Budget and Fiscal Control Act by Vicki McCall, Chatham County Finance Officer

# FEE SCHEDULE



HUA is pleased to offer our clients a competitive rate structure. Our firm aggressively pursues the control of overhead and quality in an effort to maintain the highest level of professional service at the most reasonable project costs.

## Standard Fee Schedule:

ENGINEER GRADE V	\$130.00/HOUR
ENGINEER GRADE IV	\$120.00/HOUR
ENGINEER GRADE III	\$90.00/HOUR
ENGINEER GRADE II	\$70.00/HOUR
ENGINEER GRADE I	\$55.00/HOUR
SURVEY MANAGER	\$110.00/HOUR
SURVEYOR GRADE II	\$75.00/HOUR
SURVEYOR GRADE I	\$60.00/HOUR
SURVEY CREW THREE MAN	\$110.00/HOUR
SURVEY CREW TWO MAN	\$85.00/HOUR
GIS MANAGER	\$110.00/HOUR
GIS COORDINATOR GRADE II	\$90.00/HOUR
GIS COORDINATOR GRADE I	\$65.00/HOUR
GPS OPERATOR	\$45.00/HOUR
GEOLOGIST	\$85.00/HOUR
DESIGNER GRADE IV	\$100.00/HOUR
DESIGNER GRADE III	\$90.00/HOUR
DESIGNER GRADE II	\$70.00/HOUR
DESIGNER GRADE I	\$60.00/HOUR
TECHNICIAN GRADE IV	\$55.00/HOUR
TECHNICIAN GRADE III	\$50.00/HOUR
TECHNICIAN GRADE II	\$45.00/HOUR
TECHNICIAN GRADE I	\$30.00/HOUR
CONSTRUCTION MANAGER III	\$90.00/HOUR
CONSTRUCTION MANAGER II	\$75.00/HOUR
CONSTRUCTION MANAGER I	\$60.00/HOUR
FIELD OPERATION SPECIALIST	\$90.00/HOUR
ENVIRONMENTAL SPECIALIST	\$60.00/HOUR
CONSTRUCTION INSPECTOR	\$50.00/HOUR
COMMUNITY DEVELOPMENT SPECIALIST III	\$95.00/HOUR
COMMUNITY DEVELOPMENT SPECIALIST II	\$75.00/HOUR
COMMUNITY DEVELOPMENT SPECIALIST I	\$50.00/HOUR
ADMINISTRATOR	\$50.00/HOUR

## PROJECT TIME FRAME



Assuming a start work date of April 1, 2006, the schedule shall proceed as follows:

- Release of Conditions: April — May 2006
- Filing system: May 2006 — January 2008
- Financial System: May 2006 — January 2008
- Policy documents & compliance: late-April 2006 — January 2008
- Procure other services: late-April — June 2006
- Project coordination: late-April 2006 — January 2008
- Amendments: as required
- Prepare annual performance reports: February 2007 & February 2008
- Attend monitoring visits: as required
- Provide audit assistance: as required
- Project-close-out and final reports: January — February 2008
- Quarterly status reports: submitted quarterly starting April 2006
- Program compliance: April 2006 — February 2008

We believe the multi-discipline project approach that we bring to the task and the level of expertise that our team possess will aid us in completing this project within the available time frame.

Conflict of Interest

Interest of Members, Officers, or Employees of the Recipient. Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or sub-contract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

Legal Remedies Provision

As stated in 24 CFR Part 85.36

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

Examples of legal remedies could be liquidated damages, consequential damages, arbitration and others not listed.

Nondiscrimination Clause -

Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part which funds available under this title.

Age Discrimination Act of 1975, as Amended  
Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 504 of the Rehabilitation Act of 1973, as Amended -

Nondiscrimination on the Basis of Handicap

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

Access to Records and Record Retainage Clause

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following close out in compliance with 4 NCAC 19L Rule .0911, Recordkeeping.

The North Carolina Department of Economic and Community Development, the North Carolina Department of the Treasurer, U. S. Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.



Lobbying Clauses

Required by Section 1352, Title 31, U.S. Code

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CHATHAM COUNTY

SOIL EROSION and SEDIMENTATION CONTROL ORDINANCE

March 21, 2005

Revised January 1, 2006

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AN ORDINANCE TO PROVIDE FOR THE CONTROL OF SOIL EROSION AND SEDIMENTATION

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Chatham County that the following ordinance is hereby adopted.

Section 1 Title

This ordinance may be cited as the Chatham County Soil Erosion and Sedimentation Control Ordinance.

Section 2 Purpose

This ordinance is adopted for the purposes of:

- (a) regulating certain land-disturbing activity to control accelerated erosion and sedimentation in order to prevent the pollution of water and other damage to lakes, watercourses, and other public and private property by sedimentation; and
- (b) establishing procedures through which these purposes can be fulfilled.

Section 3 Definitions

As used in this ordinance, unless the context clearly indicates otherwise, the following definitions apply:

- (a) Accelerated Erosion - means any increase over the rate of natural erosion as a result of land-disturbing activity.
- (b) Act - means the North Carolina Sedimentation Pollution Control Act of 1973 and all rules and orders adopted pursuant to it.
- (c) Adequate Erosion Control Measure, Structure, or Device - means one which controls the soil material within the land area under responsible control of the person conducting the land-disturbing activity.
- (d) Affiliate - means a person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of another person.
- (e) Being Conducted - means a land-disturbing activity has been initiated and permanent stabilization of the site has not been completed.
- (f) Borrow - means fill material which is required for on-site construction and is obtained from other locations.

- (g) Buffer Zone - means the strip of land adjacent to a lake or natural watercourse.
- (h) Commission - means the North Carolina Sedimentation Control Commission.
- (i) Completion of Construction or Development - means that no further land-disturbing activity is required on a phase of a project except that which is necessary for establishing a permanent ground cover.
- (j) Department - means the North Carolina Department of Environment and Natural Resources.
- (k) Director - means the Director of the Division of Land Resources of the Department of Environment and Natural Resources.
- (l) Discharge Point - means that point at which storm water runoff leaves a tract of land.
- (m) District - means the Chatham County Soil and Water Conservation District created pursuant to Chapter 139, North Carolina General Statutes.
- (n) Energy Dissipator - means a structure or a shaped channel section with mechanical armoring placed at the outlet of pipes or conduits to receive and break down the energy from high velocity flow.
- (o) Erosion - means the wearing away of land surfaces by the action of wind, water, gravity, or any combination thereof.
- (p) Ground Cover - means any natural vegetative growth or other material which renders the soil surface stable against accelerated erosion.
- (o) High Quality Waters - means those classified as such in 15A NCAC 2B.0101(e) (5) - General Procedures, which is incorporated herein by reference to include further amendments pursuant to G.S. 150B-14(c).
- (r) High Quality Water (HQW) Zones - means areas within one mile and draining to HQW's.
- (s) Lake or Natural Watercourse - means any stream, river, brook, swamp, sound, bay, creek, run, branch, canal, waterway, estuary, and any reservoir, lake or pond, natural or impounded in which sediment may be moved or carried in suspension, and which could be damaged by accumulation of sediment.
- (t) Land-disturbing Activity - means any use of the land by any person in residential, industrial, education, institutional, or commercial development, highway and road construction and maintenance that results in a change in the natural cover or topography and that may cause or contribute to sedimentation.

- (u) Local Government - means any county, incorporated village, town or city, or any combination of counties, incorporated villages, towns, and cities, acting through a joint program pursuant to the provisions of the Act.
- (v) Natural Erosion - means the wearing away of the earth's surface by water, wind, or other natural agents under natural environmental conditions undisturbed by man.
- (w) Parent – means an affiliate that directly, or indirectly through one or more intermediaries, controls another person.
- (x) Permit—the approval document allowing land-disturbing activities to be initiated. A project may be developed in phases with separate permits for each phase.
- (y) Person - means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, interstate body, or other legal entity.
- (z) Person Conducting land-Disturbing Activity - means any person who may be held responsible for violation unless expressly provided otherwise by this Ordinance, the Act, or any order adopted pursuant to this Ordinance or the Act.
- (aa) Person Responsible for the Violation - means:
  - (1) the developer or other person who has or holds himself out as having financial or operation control over the land-disturbing activity; or
  - (2) the landowner or person in possession or control of the land that has directly or indirectly allowed the land-disturbing activity, or benefited from it or failed to comply with a duty imposed by any provision of this Ordinance, the Act, or any order adopted pursuant to this Ordinance or the Act.
- (bb) Phase of Grading - means one of two types of grading: rough or fine.
- (cc) Plan - means an erosion and sedimentation control plan
- (dd) Sediment - means solid particulate matter, both mineral and organic, that has been or is being transported by water, air, gravity, or ice from its site of origin.
- (ee) Sedimentation - means the process by which sediment resulting from accelerated erosion has been or is being transported off the site of the land-disturbing activity or into a lake or natural watercourse.
- (ff) Siltation - means sediment resulting from accelerated erosion which is settleable or removable by properly designed, constructed, and maintained control

measures; and which has been transported from its point of origin within the site of a land-disturbing activity; and which has been deposited, or is in suspension in water.

- (gg) Storm Drainage Facilities - means the system of inlets, conduits, channels, ditches and appurtenances which serve to collect and convey storm water through and from a given drainage area.
- (hh) Storm Water Runoff - means the surface flow of water resulting from precipitation in any form and occurring immediately after rainfall or melting.
- (ii) Subsidiary – means an affiliate that is directly, or indirectly through one or more intermediaries, controlled by another person.
- (jj) Ten-Year Storm - means the storm water runoff resulting from precipitation of an intensity expected to be equaled or exceeded, on the average, once in ten years, and of a duration which will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.
- (kk) Tract - means all contiguous land and bodies of water being disturbed or to be disturbed as a unit, regardless of ownership.
- (ll) Twenty-five Year Storm - means the storm water runoff resulting from precipitation of an intensity expected to be equaled or exceeded on the average, once in 25 years, and of a duration which will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.
- (mm) Uncovered - means the removal of ground cover from, on, or above the soil surface.
- (nn) Undertaken - means the initiating of any activity, or phase of activity, which results or will result in a change in the ground cover or topography of a tract of land.
- (oo) Velocity - means the average velocity of flow through the cross section of the main channel at the peak flow of the storm of interest. The cross section of the main channel shall be that area defined by the geometry of the channel plus the area of flow below the flood height defined by vertical lines at the main channel banks. Overload flows are not to be included for the purpose of computing velocity of flow.
- (pp) Waste - means surplus materials resulting from on-site land-disturbing activities and being disposed of at other locations.
- (qq) Working Days - means days exclusive of Saturday and Sunday during which weather conditions or soil conditions permit land-disturbing activity to be undertaken.

Section 4      Scope and Exclusions

- (a) Geographical Scope of Regulated Land-Disturbing Activity. This ordinance shall apply to land-disturbing activity within the territorial jurisdiction of Chatham County and to the extraterritorial jurisdiction of various municipalities within Chatham County as allowed by agreement between local governments.
  
- (b) Exclusions from Regulated Land-Disturbing Activity. Notwithstanding the general applicability of this ordinance to all land-disturbing activity, this ordinance shall not apply to the following types of land-disturbing activity:
  - (1) An activity, including breeding and grazing of livestock, undertaken on agricultural land for the production of plants and animals useful to man, including, but not limited to:
    - (i) forage and sod crops, grain and feed crops, tobacco, cotton, and peanuts.
    - (ii) dairy animals and dairy products.
    - (iii) poultry and poultry products.
    - (iv) livestock, including beef cattle, sheep swine, horses, ponies, mules, and goats.
    - (v) bees and apiary products.
    - (vi) fur producing animals.
  
  - (2) An activity undertaken on forestland for the production and harvesting of timber and timber products and conducted in accordance with best management practices set out in Forest Practice Guidelines Related to Water Quality, as adopted by the Department. If land-disturbing activity undertaken on forestland for the production and harvesting of timber and timber products is not conducted in accordance with Forest Practice Guidelines Related to Water Quality, the provisions of this ordinance shall apply to such activity and any related land-disturbing activity on the tract.
  
  - (3) An activity for which a permit is required under the Mining Act of 1971, Article 7 of Chapter 74 of the General Statutes.
  
  - (4) A land-disturbing activity over which the State has exclusive regulatory jurisdiction as provided in G.S. 113A-56(a).
  
  - (5) An activity which is essential to protect human life during an emergency.
  
- (c) Plan Approval Requirement for Land-Disturbing Activity. No person shall undertake any land-disturbing activity subject to this ordinance without first obtaining a Plan approval therefore from Chatham County.
  
- (d) Protection of Property - Persons conducting land-disturbing activity shall take all reasonable measures to protect all public and private property from damage caused by such activity.



- (e) More Restrictive Rules Shall Apply - Whenever conflicts exists between federal, state, or local laws, ordinance, or rules, the more restrictive provision shall apply.
- (f) Plan Approval Exceptions. Notwithstanding the general requirement to obtain a Plan approval prior to undertaking land-disturbing activity, a Plan approval shall not be required for land-disturbing activity that does not exceed 43,560 square feet in surface area. In determining the area, lands under one or diverse ownership being developed as a unit will be aggregated.

Section 5 Mandatory Standards for Land-Disturbing Activity

No land-disturbing activity subject to the control of this ordinance shall be undertaken except in accordance with the following mandatory standards:

- (a) Buffer zone

Standard Buffer. No land-disturbing activity during periods of construction or improvement to land shall be permitted in proximity to a lake or natural watercourse unless a buffer zone is provided along the margin of the watercourse of sufficient width to confine visible siltation within the twenty-five percent (25%) of the buffer zone nearest the land-disturbing activity.

- (i) Projects On, Over or Under Water. This subdivision shall not apply to a land-disturbing activity in connection with the construction of facilities to be located on, over, or under a lake or natural watercourse.
- (ii) Buffer Measurement. Unless otherwise provided, the width of a buffer zone is measured horizontally from the edge of the water to the nearest edge of the disturbed area, with the 25 percent of the strip nearer the land-disturbing activity containing natural or artificial means of confining visible siltation.

- (b) Graded Slopes and Fills. The angle for graded slopes and fills shall be no greater than the angle which can be retained by vegetative cover or other adequate erosion control devices or structures. In any event, slopes left exposed will, within 15 working days or 30 calendar days of completion of any phase of grading, whichever period is shorter, be planted or otherwise provided with ground cover, devices, or structures sufficient to restrain erosion. The angle for graded slopes and fills must be demonstrated to be stable. Stable is the condition where the soil remains in its original configuration, with or without mechanical constraints.

- (c) Fill Material. Unless a permit from the Department's Division of Waste Management to operate a landfill is on file for the official site, acceptable fill material shall be free of organic or other degradable materials, masonry, concrete

and brick in sizes exceeding twelve (12) inches, and any materials which would cause the site to be regulated as a landfill by the State of North Carolina.

- (d) Ground Cover. Whenever land-disturbing activity is undertaken on a tract comprising more than one acre, if more than one acre is uncovered, the person conducting the land-disturbing activity shall install erosion and sedimentation control devices and practices that are sufficient to retain the sediment generated by the land disturbing activity within the boundaries of the tract during construction upon and development of said tract, and shall plant or otherwise provide a permanent ground cover sufficient to restrain erosion after completion of construction or development. Except as provided in Section 8-9(b)(5) of this ordinance, provisions for a ground cover sufficient to restrain erosion must be accomplished within 15 working days or 90 calendar days following completion of construction or development, whichever period is shorter.
- (e) Prior Plan Approval. No person shall initiate any land-disturbing activity on a tract if more than one acre is to be uncovered unless, thirty (30) or more days prior to initiating the activity, a Plan for such activity is filed with and approved by Chatham County. Chatham County shall forward to the Director of the Division of Water Quality a copy of each Plan for a land-disturbing activity that involves the utilization of ditches for the purpose of de-watering or lowering the water table of the tract.

Section 6 Erosion and Sedimentation Control Plans

- (a) Plan Submission. A Plan shall be prepared for all land-disturbing activities subject to this ordinance whenever the proposed activity is to be undertaken on a tract comprising more than one acre, if more than one acre is to be uncovered. Three (3) copies of the Plan shall be filed with Chatham County, a copy shall be simultaneously submitted to the Chatham Soil and Water Conservation District at least 30 days prior to the commencement of the proposed activity.
- (b) Financial Responsibility and Ownership. Plans may be disapproved unless accompanied by an authorized statement of financial responsibility and ownership. This statement shall be signed by the person financially responsible for the land-disturbing activity or his attorney in fact. The statement shall include the mailing and street addresses of the principal place of business of (1) the person financially responsible, (2) the owner of the land, and (3) any registered agents. If the person financially responsible is not a resident of North Carolina, a North Carolina agent must be designated in the statement for the purpose of receiving notice of compliance or non-compliance with the Plan, the Act, this ordinance, or rules or orders adopted or issued pursuant to this ordinance.
- (c) Environmental Policy Act Document. Any Plan submitted for a land-disturbing activity for which an environmental document is required by the North Carolina Environment Policy Act (G.S. 113A-1, et seq.) Shall be deemed incomplete until

a complete environmental document is available for review. Chatham County shall promptly notify the person submitting the Plan that the 30-day time limit for review of the Plan pursuant to this ordinance shall not begin until a complete environmental document is available for review.

- (d) Content. The Plan required by this section shall contain architectural and engineering drawings, maps, assumptions, calculations, and narrative statements as needed to adequately described the proposed development of the tract and the measures planned to comply with the requirements of this ordinance. Plan content may vary to meet the needs of specific site requirements. Detailed guidelines for Plan preparation may be obtained from Chatham County, on request.
- (e) Soil and Water Conservation District Comments. The District shall review the Plan and submit any comments and recommendations to the County within 20 days after the District received the Plan, or within any shorter period of time as may be agreed upon by the District and Chatham County. Failure of the District to submit its comments and recommendations within 20 days or within any agreed-upon shorter period of time shall not delay final action on the Plan.
- (f) Timeline for Decisions on Plans. Chatham County will review each complete Plan submitted to them and within 30 days of receipt thereof will notify the person submitting the Plan that it has been approved, approved with modifications, approved with performance reservations, or disapproved. Failure to approve, approve with modifications, or disapprove a complete Plan within 30 days of receipt shall be deemed approval. Chatham County will review each revised Plan submitted to them and within 15 days of receipt thereof will notify the person submitting the Plan that it has been approved, approved with modifications, approved with performance reservations, or disapproved. Failure to approve, approve with modifications, or disapprove a revised Plan within 15 days of receipt shall be deemed approval.
- (g) Approval. Chatham County shall only approve a Plan upon determining that it complies with all applicable State and local regulations for erosion and sedimentation control. Approval assumes the applicant's compliance with the federal and state water quality laws, regulations and rules. Chatham County shall condition approval of Plans upon the applicant's compliance with federal and state water quality laws, regulations and rules. Chatham County may establish an expiration date, not to exceed three (3) years, for Plans approved under this ordinance.
- (h) Disapproval for Content. Chatham County shall disapprove a Plan based on its content. A disapproval based upon a Plan's content must specifically state in writing the reasons for disapproval.

- (i) Other Disapprovals. Chatham County may disapprove a Plan if implementation of the Plan would result in a violation of the rules adopted by the Environmental Management Commission or local ordinances to protect riparian buffers along surface waters. A local government may disapprove a Plan upon finding that an applicant, or a parent, subsidiary, or other affiliate of the applicant:
- (1) Is conducting or has conducted land-disturbing activity without an approved Plan, or has received notice of violation of a Plan previously approved by the Commission or a local government pursuant to the Act and has not complied with the notice within the time specified in the notice;
  - (2) Has failed to pay a civil penalty assessed pursuant to the Act or a local ordinance adopted pursuant to the Act by the time the payment is due.
  - (3) Has been convicted of a misdemeanor pursuant to G. S. 113A-64(b) or any criminal provision of a local ordinance adopted pursuant to the Act or;
  - (4) Has failed to substantially comply with State rules or local ordinances and regulations adopted pursuant to the Act.

For purposes of subsection (i), an applicant's record may be considered for only the two years prior to the application date.

In the event that a Plan is disapproved pursuant to this subsection, the County of Chatham shall notify the Director of such disapproval within ten (10) days. The county shall advise the applicant and the Director in writing as to the specific reasons that the Plan was disapproved.

- (j) Notice of Activity Initiation. No person may initiate a land-disturbing activity before notifying the County of the date that land-disturbing activity will begin. Notification shall be given at least 7 days prior to initiation of activity.
- (k) Preconstruction Conference. When deemed necessary by the approving authority a preconstruction conference may be required.
- (l) Display of Plan Approval. A Plan approval issued under this article shall be prominently displayed until all construction is complete, all permanent sedimentation and erosion control measures are installed and the site has been stabilized. A copy of the approved plan shall be kept on file at the job site.
- (m) Required Revisions. After approving a Plan, if the county, either upon review of such Plan or on inspection of the job site, determines that a significant risk of accelerated erosion or off-site sedimentation exists, the county shall require a revised Plan. Pending the preparation of the revised Plan, work shall cease or shall continue under conditions outlined by the appropriate authority. If following

commencement of a land-disturbing activity pursuant to an approved Plan, the county determines that the Plan is inadequate to meet the requirements of this ordinance, the county may require any revision of the Plan that is necessary to comply with this ordinance.

- (n) Amendment to a Plan. Applications for amendment of a Plan in written and/or graphic form may be made at any time under the same conditions as the original application. Until such time as said amendment is approved by the county, the land-disturbing activity shall not proceed except in accordance with the Plan as originally approved.
- (o) Failure to File a Plan. Any person engaged in land-disturbing activity who fails to file a Plan in accordance with this ordinance, or who conducts a land-disturbing activity except in accordance with provisions of an approved Plan shall be deemed in violation of this ordinance.

#### Section 7 Basic Control Objectives

An erosion and sedimentation control Plan may be disapproved if the Plan fails to address the following control objectives:

- (a) Identify Critical Areas - On-site areas which are subject to severe erosion, and off-site areas which are especially vulnerable to damage from erosion and/or sedimentation, are to be identified and receive special attention.
- (b) Limit Time of Exposure - All land-disturbing activities are to be planned and conducted to limit exposure to the shortest feasible time.
- (c) Limit Exposed Areas - All land-disturbing activity is to be planned and conducted to minimize the size of the area to be exposed at any one time.
- (d) Control Surface Water - Surface water runoff originating upgrade of exposed areas should be controlled to reduce erosion and sediment loss during the period of exposure.
- (e) Control Sedimentation - All land-disturbing activity is to be planned and conducted so as to prevent off-site sedimentation damage.
- (j) Manage Storm Water Runoff - When the increase in the velocity of storm water runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the receiving watercourse, a Plan is to include measures to control the velocity to the point of discharge so as to minimize accelerated erosion of the site and increased sedimentation of the stream.

Section 8 Permits

- (a) Except as provided in Section 4, it shall be unlawful to conduct any land-disturbing activity without first obtaining a permit from the County. Permits may be obtained upon submitting a soil erosion and sedimentation control plan and the application, fees and financial responsibility statement prescribed by the County and by obtaining approval of the proposed construction plan which includes the soil erosion and sedimentation control plan. No permit shall be issued until such time as the County is assured that the proposed land-disturbing activity will be carried out in accordance with the proposed soil erosion and sedimentation control plan. No permit will be issued on property contiguous to a site owned by the same individual, corporation, etc. that is in violation of the ordinance until that violation is corrected.
- (b) No permit shall be required for the following land-disturbing activities:
  - (1) Those done for the purpose of fighting fires.
  - (2) The stockpiling of raw or processed sand, stone, or gravel in concrete, asphalt, and material processing plants and storage yards, provided that the sediment control measures have been utilized to protect against off-site damages.
  - (3) Land-disturbing activities by any person or persons that do not exceed one acre in surface area.
- (c) The plan shall be valid for two (2) calendar years. If the land-disturbing permit has not been obtained within the two (2) year period, the approval becomes null and void.
- (d) The land-disturbing permit shall be valid for two (2) calendar years. If no construction activity has begun within the two (2) year period, the permit becomes null and void. If construction activity has begun, but a certificate of completion has not been issued within the two (2) years, the permit must be renewed.
- (e) A permit may be renewed for an additional one (1) year period by submitting a renewal application 30 days prior to the expiration date and any additional administrative fees.
- (f) Failure to renew the permit, in accordance with this section, is the same as failure to submit an erosion control plan in accordance with the Ordinance.
- (g) All site improvement, as shown on the approved plan, shall be completed by the end of the one (1) year renewal period and a certificate of completion issued.

- (h) All persons responsible for project with approved erosion and sedimentation control plans issued by the Division of Land Quality as of December 31, 2005, shall obtain a land-disturbing permit from Chatham County within 60 days of that date.

Section 9 Design and Performance Standards

- (a) Except as provided in Section 9(b)(2) of this ordinance, erosion and sedimentation control measures, structures, and devices shall be planned, designed, and constructed to provide protection from the calculated maximum peak rate of runoff from the ten-year storm. Runoff rates shall be calculated using the procedures in the USDA, Soil Conservation Service's "National Engineering Field Manual for Conservation Practices", or other acceptable calculation procedures.
- (b) HQW Zones. In High Quality Water (HQW) zones the following design standards shall apply:
  - (1) Limit on Uncovered Area. Uncovered areas in HQW zones shall be limited at any time to a maximum total area of twenty acres within the boundaries of the tract. Only the portion of the land-disturbing activity within a HQW zone shall be governed by this section. Larger areas may be uncovered within the boundaries of the tract with the written approval of the Director.
  - (2) Maximum Peak Rate of Runoff Protection. Erosion and sedimentation control measures, structures, and devices within HQW zones shall be planned, designed and constructed to provide protection from the runoff of the twenty-five year storm which produces the maximum peak rate of runoff as calculated according to procedures in the United States Department of Agriculture Soil Conservation Service's "National Engineering Field Manual for Conservation Practices" or according to procedures adopted by any other agency of this state or the United States or any generally recognized organization or association.
  - (3) Settling Efficiency. Sediment basins within HQW zones shall be designed and constructed such that the basin will have a settling efficiency of at least 70% for the 40 micron (0.04 millimeter) size soil particle transported into the basin by the runoff of that two year storm which produces the maximum peak rate of runoff as calculated according to procedures in the United States Department of Agriculture Soil Conservation Service's "National Engineering Field Manual for Conservation Practices" or according to procedures adopted by any other agency of this state or the United States or any generally recognized organization or association.

- (4) Grade. Newly constructed open channels in HQW zones shall be designed and constructed with side slopes no steeper than two horizontal to one vertical if a vegetative cover is used for stabilization unless soil conditions permit a steeper slope or where the slopes are stabilized by using mechanical devices, structural devices or other acceptable ditch liners. In any event, the angle for side slopes shall be sufficient to restrain accelerated erosion.
- (5) Ground Cover. Ground cover sufficient to restrain erosion must be provided for any portion of a land-disturbing activity in a HQW zone within 15 working days or 60 calendar days following completion of construction or development, whichever period is shorter.

Section 10 Storm Water Outlet Protection

- (a) Intent. Stream banks and channels downstream from any land disturbing activity shall be protected from increased degradation by accelerated erosion caused by increased velocity of runoff from the land disturbing activity.
- (b) Performance standard. Persons shall conduct land-disturbing activity so that the post construction velocity of the 10-year storm runoff in the receiving watercourse to the discharge point does not exceed the greater of:
  - (1) the velocity established by the Maximum Permissible Velocities Table set out within this subsection; or
  - (2) the velocity of the ten-year storm runoff in the receiving watercourse prior to development.

If condition (1) or (2) of this Paragraph cannot be met, then the receiving watercourse to and including the discharge point shall be designed and constructed to withstand the expected velocity anywhere the velocity exceeds the "prior to development" velocity by 10%.

Maximum Permissible Velocities Table

The following is a table for maximum permissible velocity for storm water discharges in feet per second (F.P.S.) and meters per second (M.P.S.):

<u>Material</u>	F.P.S.	M.P.S.
Fine sand (noncolloidal)	2.5	.8
Sandy loam (noncolloidal)	2.5	.8
Silt loam (noncolloidal)	3.0	.9
Ordinary firm loam	3.5	1.1
Fine gravel	5.0	1.5



Stiff clay (very colloidal)	5.0	1.5
Graded, loam to cobbles (noncolloidal)	5.0	1.5
Graded, silt to cobbles (Colloidal)	5.5	1.7
Alluvial silts (noncolloidal)	3.5	1.1
Alluvial silts (colloidal)	5.0	1.5
Coarse gravel (noncolloidal)	6.0	1.8
Cobbles and shingles	5.5	1.7
Shales and hard pans	6.0	1.8

Source - Adapted from recommendations by Special Committee on Irrigation Research, American Society of Civil Engineers, 1926, for channels with straight alignment. For sinuous channels, multiply allowable velocity by 0.95 for slightly sinuous, by 0.9 for moderately sinuous channels, and by 0.8 for highly sinuous channels.

- (c) Acceptable Management Measures - Measures applied alone or in combination to satisfy the intent of this section are acceptable if there are no objectionable secondary consequences. The County recognizes that the management of storm water runoff to minimize or control downstream channel and bank erosion is a developing technology. Innovative techniques and ideas will be considered and may be used when shown to have the potential to produce successful results. Some alternatives, while not exhaustive, are to:
- (1) Avoid increases in surface runoff volume and velocity by including measures to promote infiltration to compensate for increased runoff from areas rendered impervious;
  - (2) Avoid increases in storm water discharge velocities by using vegetated or roughened swales and waterways in place of closed drains and high velocity paved sections;
  - (3) Provide energy dissipators at outlets of storm drainage facilities to reduce flow velocities to the point of discharge;
  - (4) Protect watercourses subject to accelerated erosion by improving cross sections and/or providing erosion-resistant lining; and
  - (5) Upgrade or replace the receiving device structure, or watercourse such that it will receive and conduct the flow to a point where it is no longer subject to degradation from the increased rate of flow or increased velocity.
- (d) Exceptions - This rule shall not apply where it can be demonstrated to the County that storm water discharge velocities will not create an erosion problem in the receiving watercourse.

Section 11 Borrow and Waste Areas

When the person conducting the land-disturbing activity is also the person conducting the borrow or waste disposal activity, areas from which borrow is obtained and which are not regulated by the provisions of the Mining Act of 1971, and waste areas for surplus materials other than landfills regulated by the Department's Division of Waste Management shall be considered as part of the land-disturbing activity where the borrow material is being used or from which the waste material originated. When the person conducting the land-disturbing activity is not the person obtaining the borrow and/or disposing of the waste, these areas shall be considered a separate land-disturbing activity.

Section 12 Access and Haul Roads

Temporary access and haul roads, other than public roads, constructed or used in connection with any land-disturbing activity shall be considered a part of such activity.

Section 13 Operations in Lakes or Natural Watercourses

Land disturbing activity in connection with construction in, on, over, or under a lake or natural watercourse shall minimize the extent and duration of disruption of the stream channel. Where relocation of a stream forms an essential part of the proposed activity, the relocation shall minimize unnecessary changes in the stream flow characteristics.

Section 14 Responsibility for Maintenance

During the development of a site, the person conducting the land-disturbing activity shall install and maintain all temporary and permanent erosion and sedimentation control measures as required by the approved plan or any provision of this Ordinance, the Act, or any order adopted pursuant to this ordinance or the Act. After site development, the landowner or person in possession or control of the land shall install and/or maintain all necessary permanent erosion and sediment control measures, except those measures installed within a road or street right-of-way or easement accepted for maintenance by a governmental agency.

Section 15 Additional Measures

Whenever the County determines that significant erosion and sedimentation is occurring as a result of land-disturbing activity, despite application and maintenance of protective practices, the person conducting the land-disturbing activity will be required to and shall take additional protective action.

Section 16 Existing Uncovered Areas

- (a) All uncovered areas existing on the effective date of this ordinance which resulted from land-disturbing activity, exceed one acre, are subject to continued accelerated erosion, and are causing off-site damage from sedimentation, shall be provided with a ground cover or other protective measures, structures, or devices

sufficient to restrain accelerated erosion and control off-site sedimentation.

- (b) Chatham County shall serve upon the landowner or other person in possession or control of the land a written notice to comply with the Act, this ordinance, a rule or order adopted or issued pursuant to the Act by the Commission or by the County. The notice to comply shall be sent by registered or certified mail, return receipt requested, or other means provided in GS 1A-1, Rule 4. The notice will set forth the measures needed to comply and will state the time within which such measures must be completed. In determining the measures required and the time allowed for compliance, the authority serving notice shall take into consideration the economic feasibility, technology, and quantity of work required, and shall set reasonable and attainable time limits of compliance.
- (c) Chatham County reserves the right to require preparation and approval of a Plan in any instance where extensive control measures are required.
- (d) This rule shall not require ground cover on cleared land forming the future basin of a planned reservoir.

Section 17 Fees

- (a) Chatham County may establish a fee schedule for the review and approval of Plans.
- (b) In establishing the fee schedule, the County shall consider the administrative and personnel costs incurred for reviewing the Plans and for related compliance activities.

Section 18 Plan Appeals

- (a) Except as provided in Section 18(b) of this ordinance, the appeal of a disapproval or approval with modifications of a Plan shall be governed by the following provisions:
  - (1) The disapproval or modification of any proposed Plan by Chatham County, shall entitle the person submitting the Plan to a public hearing the if such person submits written demand for a hearing within 15 days from the date of the letter advising of the disapproval or modifications. Said demand must be received the Chatham County Health Department within 15 days.
  - (2) A hearing held pursuant to this section shall be conducted by Chatham County Board of Health, within 30 days after the date of the appeal or demand for a hearing.

- (3) The Board of Health shall make recommendations to the Chatham County Board of Commissioners within 15 days after the date of the hearing on any Plan.
  - (4) The Chatham County Board of Commissioners, will render its final decision on any Plan within 30 days of receipt of the recommendations from the Board of Health.
  - (5) If Chatham County upholds the disapproval or modification of a proposed Plan following the hearing, the person submitting the Plan shall then be entitled to appeal Chatham County's decision to the Commission as provided in G.S. 113A-61(c) and 15A NCAC 4B .0118(d)
- (b) In the event that a Plan is disapproved pursuant to Section 6(i) of this ordinance, the applicant may appeal Chatham County's disapproval of the Plan directly to the Commission.

Section 19     Inspections, Investigations and Enforcement

- (a) **Inspection.** Agents, officials, or other qualified persons authorized by Chatham County, will periodically inspect land-disturbing activities to ensure compliance with the Act, this ordinance, or rules or orders adopted or issued pursuant to this ordinance, and to determine whether the measures required in the Plan are effective in controlling erosion and sedimentation resulting from land-disturbing activity. Notice of the right to inspect shall be included in the certificate of approval of each Plan.
- (b) **Willful Resistance, Delay or Obstruction.** No person shall willfully resist, delay, or obstruct an authorized representative, employee, or agent of Chatham County, while that person is inspecting or attempting to inspect a land-disturbing activity under this section.
- (c) **Notice of Violation.** If Chatham County determines that a person engaged in land-disturbing activity has failed to comply with the Act, this ordinance, or rules, or orders adopted or issued pursuant to this ordinance, a notice of violation shall be served upon that person. The notice may be served by any means authorized under GS 1A-1, Rule 4. The notice shall specify a date by which the person must comply with the Act, or this ordinance, or rules, or orders adopted pursuant to this ordinance, and inform the person of the actions that need to be taken to comply with the Act, this ordinance, or rules or orders adopted pursuant to this ordinance. Any person who fails to comply within the time specified is subject to additional civil and criminal penalties for a continuing violation as provided in G.S. 113A64 and this ordinance.
- (d) **Investigation.** Chatham County, shall have the power to conduct such investigation as it may reasonably deem necessary to carry out its duties as

prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigating and inspecting the sites of any land-disturbing activity.

- (e) **Statements and Reports.** Chatham County, shall also have the power to require written statements, or filing of reports under oath, with respect to pertinent questions relating to land-disturbing activity.
- (f) If through inspections the County determines that significant erosion and sedimentation is occurring as a result of land-disturbing activity, despite application and maintenance of all protective practices required by the approved soil erosion and sedimentation control plan, the person conducting the land-disturbing activity will be required to take additional protective action.
- (g) **Cease Work Order.** If the County, upon site inspection determines that due care for plan implementation is inadequate to meet the requirements of the Ordinance the County may issue a cease work order. Upon issuance of a cease work order, the County may require that all provisions of the Ordinance be met before lifting the order.

Section 20 Penalties

(a) Civil Penalties

- (1) Civil Penalty for a Violation. Any person who violates any of the provisions of this ordinance, or rule or order (including, but not limited to a cease work order) adopted or issued pursuant to this ordinance, or who initiates or continues a land-disturbing activity for which a Plan is required except in accordance with the terms, conditions, and provisions of an approved Plan, is subject to a civil penalty. The maximum civil penalty amount that the County may assess per violation is five thousand dollars (\$5,000.00). A civil penalty may be assessed from the date of the violation. Each day of a continuing violation shall constitute a separate violation.
- (2) **Civil Penalty Assessment Factors.** The Chatham County Public Health Director shall determine the amount of the civil penalty based upon the following factors:
  - (i) the degree and extent of harm caused by the violation,
  - (ii) the cost of rectifying the damage,
  - (iii) the amount of money the violator saved by noncompliance,
  - (iv) whether the violation was committed willfully, and
  - (v) the prior record of the violator in complying of failing to comply with this ordinance.

- (3) Notice of Civil Penalty Assessment. The Chatham County Public Health Director shall provide notice of the civil penalty amount and basis for assessment to the person assessed. The notice of assessment shall be served by any means authorized under G.S. 1A-1, Rule 4, and shall direct the violator to either pay the assessment or contest the assessment, within 30 days after receipt of the notice of assessment, by written demand for a hearing.
  - (4) Hearing. A hearing on a civil penalty shall be conducted by Chatham County Board of Health 60 days after the date of receipt of the written demand for the hearing. The Board of Health shall make its recommendation to the Chatham County Board of Commissioners, within 15 days after the date of the hearing.
  - (5) Final Decision. The Chatham County Board of Commissioners shall render its final decision on the civil penalty within 60 days of the receipt of the recommendation from the agency.
  - (6) Appeal of Final Decision. Appeal from the final decision of the Chatham County Board of Commissioners shall be to the Superior Court of Chatham County.
  - (7) Collection. If payment is not received within 30 days after it is due, the County may institute a civil action to recover the amount of the assessment. The civil action may be brought in the Superior Court of the county where the violation occurred, or the violator's residence or principal place of business is located. Such civil actions must be filed within three (3) years of the date the assessment was due. An assessment that is not contested is due when the violator is served with a notice of assessment. An assessment that is contested is due at the conclusion of the administrative and judicial review of the assessment.
  - (8) Credit of Civil Penalties. Civil penalties collected pursuant to the Ordinance shall be deposited in Chatham County's Forfeitures Fund to be disbursed to the Chatham County Board of Education minus the administrative fee.
- (b) Criminal Penalties. Any person who knowingly or willfully violates any provision of this ordinance, or rule or order adopted or issued pursuant to this ordinance, or who knowingly or willfully initiates or continues a land-disturbing activity for which a Plan is required except in accordance with the terms, conditions, and provisions of an approved Plan, shall be guilty of a Class 2 misdemeanor which may included a fine not to exceed \$5,000 as provided in G.S. § 113A-64.

Section 21 Injunctive Relief

- (a) Violation of Local Program. Whenever the governing body has reasonable cause to believe that any person is violating or threatening to violate any ordinance, rule, regulation or order adopted or issued by Chatham County, or any term, condition, or provision of an approved Plan, it may, either before or after the institution of any other action or proceeding authorized by this ordinance, institute a civil action in the name of Chatham County, for injunctive relief to restrain the violation or threatened violation. The action shall be brought in the superior court of the county in which the violation is occurring or is threatened.
- (b) Abatement of Violation. Upon determination by a court that an alleged violation is occurring or is threatened, the court shall enter any order or judgment that is necessary to abate the violation, to ensure that restoration is performed, or to prevent the threatened violation. The institution of an action for injunctive relief under this section shall not relieve any party to the proceedings from any civil or criminal penalty prescribed for violations of this ordinance.

Section 22 Restoration After Non-Compliance

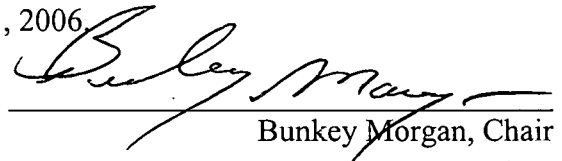
Chatham County may require a person who engaged in a land-disturbing activity and failed to retain sediment generated by the activity, as required by G.S. 113A-57 (3), to restore the waters and land affected by the failure so as to minimize the detrimental effects of the resulting pollution by sedimentation. This authority is in addition to any other civil or criminal penalty or injunctive relief authorized under this ordinance.

Section 23 Severability

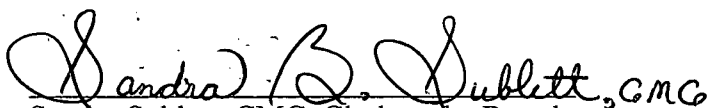
If any section or section or sections of this ordinance is/are held to be invalid or unenforceable, all other sections shall nevertheless continue in full force and effect.

Section 24 Effective Date

This ordinance becomes effective on January 1, 2006.

  
Bunkey Morgan, Chair

ATTEST:

  
Sandra Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners



NOV 30 2005

North Carolina Department of Environment and Natural Resources

DIVISION OF PURCHASE AND SERVICES

Michael F. Easley, Governor

Michael G. Bryant, Director

William G. Ross, Jr., Secretary

November 22, 2005

Carmine Rocco  
Chatham County  
P. O. Box 87  
Pittsboro, NC 27312

Dear Mr. Rocco:

Enclosed is a fully executed copy of **Contract Number L06002** between CHATHAM COUNTY and the North Carolina Department of Environment and Natural Resources (DENR).

Please ensure invoices or matters regarding work to be performed are directed to the Contract Administrator, Ms. Sonja Avant with DENR Division of Land Resources (DLR) 1616 Mail Service Center, Raleigh, NC 27699-1616, Phone #919-733-4574.

**Please include Contract Number L06002 on invoices submitted for payment.**

*Should you have any questions regarding this contract, please contact me at (919) 715-3880.*

Sincerely,

Mike Brendle,  
Chief Purchase and Contract Section

cc: Sonya Avant, DENR-DLR  
DENR, Office of the Controller



STATE OF NORTH CAROLINA

GRANTEE'S FEDERAL I.D.

COUNTY OF WAKE

NOV 30 2005

56-6000284CFDA CODE: N/A

THIS AGREEMENT, made and entered into this 2<sup>ND</sup> day of November, 2005, by and between CHATHAM COUNTY, hereinafter referred to as "GRANTEE", and the North Carolina Department of Environment and Natural Resources, hereinafter referred to as "DEPARTMENT";

W I T N E S S E T H:

THAT WHEREAS, the GRANTEE has submitted to the DEPARTMENT a proposal for the performance of certain technical or professional services; and

WHEREAS, the DEPARTMENT desires to enter into a contract with the GRANTEE to perform the services set out in the proposal;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. The GRANTEE hereby agrees to perform, in a manner satisfactory to the DEPARTMENT, the activities outlined in the GRANTEE's proposal submitted to the Division of Land Resources for the North Carolina Sedimentation Control Commission's Local Program Assistance Grant, focusing on the enhancement and expansion of the Local Erosion and Sedimentation Control Program which by reference is incorporated as part of this contract and per Attachment A, which is also incorporated as a part of this contract.

2. Funding for this project shall be provided as follows:

- (a) DENR – (NC Sediment Commission Grant – 40%) - \$48,498.00
- (b) Chatham County – (grantee's required match – 60%) - \$72,747.00

3. The DEPARTMENT hereby agrees to pay the GRANTEE a sum of money not to exceed **FORTY-EIGHT THOUSAND, FOUR HUNDRED AND NINETY-EIGHT DOLLARS (\$48,498.00)**, said sum to be full and complete compensation for services to be rendered under this agreement.

(a) The GRANTEE will be reimbursed ninety percent (90%) of all invoices for actual allowable expenditures, with the DEPARTMENT retaining ten percent (10%) until the end of the agreement and all required activities are completed and reports/deliverables are received and accepted by the DEPARTMENT. Allowable expenditures are defined as those associated with work performed to meet the milestones that have been addressed during the specific reporting period. The DEPARTMENT may withhold payment on invoices when the GRANTEE fails to accomplish the milestones in the scope of work.

(b) The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with OMB Circular A-21 that will be subject to audit under Article 21.

(c) All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount

indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

(d) Invoices are to be submitted at least quarterly to the Contract Administrator. Final invoice must be received by the DEPARTMENT within 45 days after the end of the contract period.

(e) Amended or corrected invoices must be received by the Office of the Controller within six months after the end of the contract period. Any invoices received after six months will be returned without action.

4. The services of the GRANTEE are to commence on the **12<sup>nd</sup> of November, 2005** and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this agreement, but in any event, all of the services required hereunder shall be completed by the **15th day of May, 2006**.

5. The GRANTEE shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The GRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the DEPARTMENT.

6. The GRANTEE shall not substitute key personnel assigned to the performance of this contract without prior approval by the Contract Administrator. The following individual is designated key personnel for purposes of this contract: **Carmine Rocco**.

7. None of the work to be performed under this contract which involves the specialized skill or expertise of the GRANTEE or his employees shall be subcontracted without prior approval of the Contract Administrator. In the event the GRANTEE subcontracts for any or all of the services or activities covered by this contract: (a) the GRANTEE is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the GRANTEE to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

8. The GRANTEE shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

9. The GRANTEE shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

10. If, through any cause, the GRANTEE shall fail to fulfill in timely and proper manner the obligations under this agreement, the DEPARTMENT shall there upon have the right to terminate this contract by giving written notice to the GRANTEE of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the GRANTEE shall, at the option of the DEPARTMENT, be submitted to the DEPARTMENT, and the GRANTEE shall be entitled to

receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The GRANTEE shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any breach of this agreement, and the DEPARTMENT may withhold payment to the GRANTEE for the purpose of set off until such time as the exact amount of damages due the DEPARTMENT from such breach can be determined.

11. Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials shall, at the option of the DEPARTMENT, be submitted to the DEPARTMENT. If the contract is terminated by the DEPARTMENT as provided herein, the GRANTEE will be paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the GRANTEE covered by this agreement; for costs of work performed by subcontractors for the GRANTEE provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The GRANTEE shall repay to the DEPARTMENT any compensation he has received which is in excess of the payment to which he is entitled herein.

12. The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DEPARTMENT.

13. Any GRANTEE receiving at least \$15,000 but less than \$300,000 in state funds from the DEPARTMENT within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the GRANTEE fiscal officer and one other authorizing officer of the GRANTEE. This accounting must be filed with each funding state agency within six months after the end of the GRANTEE'S operating year. If the GRANTEE receives STATE funds of \$300,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the GRANTEE receives \$300,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

14. The DEPARTMENT may, from time to time, request changes in the scope of the services of the GRANTEE to be performed under this agreement. Such changes, including any increase or decrease in the amount of the GRANTEE'S compensation, which are mutually agreed upon by and between the GRANTEE and the DEPARTMENT, shall be incorporated in written amendments to this contract.

15. Any information, data, instruments, documents studies or reports given to or prepared or assembled by the GRANTEE under this agreement may be published by the GRANTEE or its employees, or distributed by the GRANTEE to any other individual or organization. Prior to entering into an agreement to publish, or prior to publishing, the

GRANTEE or its employees shall give the DEPARTMENT a reasonable opportunity to review any such proposed publication solely for the purpose of determining if the DEPARTMENT wishes to be given credit for its funding role in the preparation of any such information, data, instruments, documents, studies, or reports. If the DEPARTMENT determines that it wishes to be given credit, then GRANTEE shall take all necessary steps to assure that credit is given by the publisher. Otherwise, the GRANTEE may proceed to enter into any agreement to publish, or may publish, but shall not acknowledge any participation by the DEPARTMENT. The GRANTEE at all times agrees to protect confidentiality of patient records.

16. The GRANTEE shall ensure that all publications produced as a result of this contract are printed double-sided on recycled paper.

17. Upon the entering of a judgment of bankruptcy or insolvency by or against the GRANTEE, the DEPARTMENT may terminate this agreement for cause.

18. The GRANTEE shall not assign or transfer any interest in this agreement.

19. Any and all copyrights resulting from work under this agreement shall belong to the GRANTEE. The GRANTEE hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

20. The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

21. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract or until any audits started during that period are completed and resolved, whichever is later.

22. The GRANTEE agrees that he shall be responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

23. Ownership of equipment purchased under this contract rests with the DEPARTMENT according to 40 CFR Section 31, or comparable regulations of the sponsoring Agency. Such equipment may be retained by the GRANTEE for the time the GRANTEE continues to provide services begun under this contract or with approval from the DEPARTMENT be transferred to other DEPARTMENT contracts.

24. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

25. This contract represents the entirety of the agreements and covenants between the DEPARTMENT and the GRANTEE with respect to the subject matter hereof and accordingly cannot be amended or modified except by written instrument executed by the parties hereto.

26. The DEPARTMENT does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

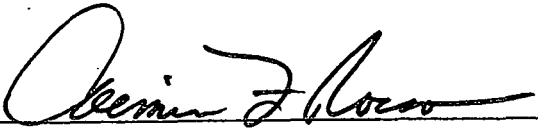
27. The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

28. The GRANTEE certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom GRANTEE or its sub-tier contractor(s) or subgrantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

29. Sonya Avant is designated as the Contract Administrator (project coordinator) for the State. However, any changes in the scope of the contract which will increase or decrease the GRANTEE'S compensation shall not be effective until they have been approved by the DEPARTMENT Head or Authorized Agent.

IN WITNESS WHEREOF, the GRANTEE and the DEPARTMENT have executed this agreement in four (4) originals, one (1) of which is retained by the GRANTEE and three (3) of which are retained by the DEPARTMENT, the day and year first above written.

CHATHAM COUNTY

By   
Grantee's Signature

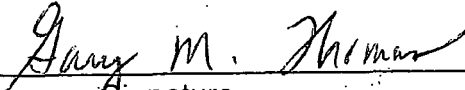
Carmine F. Rocco

Typed Name

Health Director


Title

WITNESS:


  
Signature

Approved as to Form:  
Attorney General of North Carolina

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

By   
William G. Ross, Jr., Secretary

Director/Division of Purchase & Services

By   
Department Head's Signature or Authorized Agent

WITNESS:

  
Signature

ORIGINAL

SCOPE OF WORK – Chatham County	
Introduction	Chatham County will provide local enforcement of a Sedimentation and Erosion Control program, including adopting and enforcing a local ordinance, providing enforcement action, and investigating public complaints. Chatham County will also provide monthly reports on activities and actions to the State.
Background	Because of development pressures and limited state resources, Chatham County has adopted a local Sedimentation and Erosion Control ordinance and will provide local enforcement for several years. The ordinance has been determined to be as strict as the SPCA and the rule adopted pursuant to the SPCA, and has been approved by the Sedimentation Control Commission (SCC). The SCC has approved delegation of a local erosion and sedimentation control program to Chatham County. The ordinance adopted will provide the basis for the local program. Staff has already performed a number of actions to prepare us to administer the program, including researching other jurisdictions' programs and preparing an estimated budget.
Scope of Work	
1. Tasks provided	<p>Funds will be used for the first year of operating Chatham County's local program and for startup costs, including a vehicle, computer, desks, chairs, telephones, etc.</p> <p>Funding from the state will help the county hire staff, provide operating expenses, and fund startup capital costs in order to ensure that:</p> <ul style="list-style-type: none"> <li>• New plans are reviewed and approved by required deadlines</li> <li>• Inspections are conducted and documented on a routine basis</li> <li>• Enforcement actions, including issuing Notices of Violation, are taken in a timely manner</li> <li>• Complaints are investigated in a timely manner</li> <li>• Staff are trained to carry out job responsibilities</li> <li>• Developers are aware of local requirements</li> </ul>
2. Time line for completion	November 2, 2005 to <del>April</del> <sup>MAY</sup> 15, 2006 <i>JAS</i>

3. Deliverables	Submit a report by May 15, 2006 on how the local program spent the money.
4. Milestones	<p>November 15, 2005 – Hire staff for program; purchase startup capital</p> <p>January 1, 2006 – Have staff fully trained and begin implementation of the program</p> <p>January 1, 2006 – Begin submitting monthly reports to the state on new plans, number of inspections, and number of enforcements</p> <p>February 1, 2006 – Develop a website on sedimentation and erosion control, to include a copy of the local ordinance, permitting procedures, and applicable forms</p> <p>By April 1, 2006 – Hold one workshop for developers on local program</p> <p>May 15, 2006 – Termination of state support for program</p>
5. Environmental/Regulatory Constraints	NPDES Permits; Cape Fear, Haw, Deep, and Rocky River buffer rules; Chatham County Watershed Protection Ordinance, Zoning Ordinance, Subdivision Ordinance, and Flood Plain Management Ordinance; etc.
Contract time period	November 2, 2005 to May 15, 2006
Payment Schedule	Submit invoices quarterly by January 15, April 15, and May 15.
Ownership of Equipment	Ownership of equipment purchased under this contract rests with the Department of Environment and Natural Resources, according to 40CFR Section 31 or comparable regulations of the sponsoring agency.
Project Budget	See attached spreadsheet.
Contractor Administrator	Sonya Avant 733-4574
DENR Contract Coordinator	Rita Jones 733-3383

Chatham County	Total	SCC (40%)	LP (60%)
Salaries	\$63,696	\$25,478	\$38,218
Health Insurance	\$11,050	\$4,420	\$6,630
Life Insurance	\$70	\$28	\$42
Dental Insurance	\$600	\$240	\$360
Workers Compensation	\$862	\$345	\$517
FICA	\$4,873	\$1,949	\$2,924
Retirement	\$3,127	\$1,251	\$1,876
401K	\$2,866	\$1,147	\$1,720
Legal Services	\$500	\$200	\$300
Gasoline	\$2,000	\$800	\$1,200
Small Tools/Equipment	\$500	\$200	\$300
Safety Supplies/Tools	\$250	\$100	\$150
Office Supplies			
1 laptop PC with docking station	\$2,500	\$1,000	\$1,500
1 desktop PC and monitor	\$1,500	\$600	\$900
1 cell phone	\$100	\$40	\$60
2 desks	\$1,200	\$480	\$720
2 chairs	\$600	\$240	\$360
File cabinet	\$200	\$80	\$120
Phone	\$350	\$140	\$210
Mobile printer	\$250	\$100	\$150
Field clothing/equip-ment	\$300	\$120	\$180
Training Expenses	\$1,000	\$400	\$600
Telephone	\$1,200	\$480	\$720
Copier/Cost Per Copy	\$500	\$200	\$300
Computer Maintenance	\$250	\$100	\$150
Radio Maintenance	\$200	\$80	\$120
Vehicle Manintenance	\$500	\$200	\$300
Dues/Assessments/Subscriptions	\$200	\$80	\$120
Capital Outlay	\$20,000	\$8,000	\$12,000
Total Program Budget	\$121,245	\$48,498	\$72,747



**JANUARY**

**MINUTES**  
**CHATHAM COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**JANUARY 03, 2006**

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The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Building Auditorium, 45 South Street, located in Pittsboro, North Carolina, at 9:00 AM on January 03, 2006.

Present: Chairman Bunkey Morgan; Vice Chair, Tommy Emerson; Commissioners Patrick Barnes, Mike Cross, and Carl Outz, County Manager, Charlie Horne; County Attorney, Robert L. Gunn; Assistant County Manager, Renee Dickson; Finance Officer, Vicki McConnell; and Clerk to the Board, Sandra B. Sublett

Commissioner Barnes entered the meeting at 9:21 AM.

The meeting was called to order by the Chairman at 9:01 AM.

**PLEDGE OF ALLEGIANCE AND INVOCATION**

Chairman Morgan invited everyone present to stand and recite the Pledge of Allegiance after which he delivered the invocation.

**AGENDA AND CONSENT AGENDA**

The Chairman asked if there were additions, deletions, or corrections to the Agenda and Consent Agenda.

Commissioner Emerson moved, seconded by Commissioner Cross to approve the Agenda and Consent Agenda as follows:

1. **Minutes:** Consideration of a request to approve Board minutes as follows:

December 12, 2005 Regular Meeting  
December 12, 2005 Work Session

The motion carried four (4) to zero (0).

2. **Road Names:** Consideration of a request from citizens to approve the naming of private roads in Chatham County as follows:

A. Emory Drive  
B. Scotten Matthews Drive

The motion carried four (4) to zero (0).

3. **Chatham County Grazing Card Policy:** Consideration of a request to approve the Chatham County Grazing Card Policy, attached hereto and by reference made a part hereof.

The motion carried four (4) to zero (0).

4. **Replacement of Compactors at Four Collection Centers:** Consideration of a request to award bid for replacement compactors at four (4) collection centers, bid attached hereto and by reference made a part hereof.

The motion carried four (4) to zero (0).

5. **Water Advisory Committee:** Consideration of a request to reappoint Mr. William (Bill) Lowery, 189 Pleasant Court, Pittsboro, NC, to the Chatham County Water Advisory Committee by Chairman Morgan (1)

The motion carried four (4) to zero (0).

6. **Resolution for Addition of Roads to the North Carolina System of Secondary Roads:** Consideration of a request to approve a **Resolution #2006-01 for the Addition of Streets or Roads to the North Carolina system of Secondary Roads – Crew, Bost, Grier, Boyd, Webb, Larkins, Pharr and Ruffin in the Governors Village Subdivision**, attached hereto and by reference made a part hereof.

The motion carried four (4) to zero (0).

#### **END OF CONSENT AGENDA**

#### **PUBLIC INPUT SESSION**

There was no one present who wished to make public comments.

#### **BOARD OF COMMISSIONERS' MATTERS**

**Discoveries:** Consideration of a request to approve/deny discoveries and/or penalties for Jesse Lynn Mann, Manco Farm, Inc., Donald & Teresa Stevens, Nelson & Sharon Bowers, and Benner Stinson

Chairman Morgan opened the floor to Commissioners for comments.

Commissioner Outz stated that he felt that the Board should be more friendly with farmers and industry; that the industries should be encouraged to expand; that he didn't feel that there was a clear understanding as to how the taxes should have been listed; that he felt that some of it should be waived due to the way it was explained when listing, particularly on farm machinery; and that he thought the Board should wait to make a decision.

Chairman Morgan stated that he is worried with regard to the case pending in Raleigh which includes twenty-five pages of penalties and tax listings.

Commissioner Emerson stated that he has empathy for the farmers; that he feels that the County should bear some of the responsibility with regard to lack of communications and instructions about which there has been an attempt to correct; that one of the biggest mistakes he ever made was trying to practice law without a license and not following the advice of retained counsel; that he has confidence in the County Attorney; that he would like to do what Commissioner Outz suggested, but that he doesn't think that he can based upon the advice of retained counsel.

Chairman Morgan asked if the Tax Administrator had exhausted every possibility in her department to adjust any of the numbers for citizens.

The Tax Administrator stated that they had exhausted the appeals process; that they had made adjustments to the audit findings/values; and that the tax payers accepted the tax values and had no objections to paying the tax dollars. She stated that they had held a meeting with the accountants in the Siler City area; that a meeting had also been held with the Lee County Tax Office; and that another meeting has been scheduled for the upcoming week (January 10, 2006) with a group of accountants in the Governors Club.

Commissioner Cross stated that the tax rule is based on sharing the expense; that if it is dropped on one section it has to be picked up elsewhere; that the fact that they have had depreciations to their advantage on the federal income tax tells him that either they or their accountants knew that they had the property; that if they have a problem, it should be with their accountants and not with the Board of Commissioners; and that he would like to help them but that if they can't do it for everyone, he doesn't feel that they should do it.

Commissioner Cross moved, seconded by Commissioner Emerson, to deny the request for release of discovery penalties and uphold the penalties imposed by General Statute 105-312(h). The motion carried three (3) to one (1) with Commissioner Outz opposing.

## **MANAGER' S REPORTS**

The County Manager reported on the following:

### **Recreation Fee Refund:**

The County Manager explained that it is the opinion of Attorney Paul Messick, Jr. with Gunn & Messick, LLP, that it does not appear that Colvard Farms has paid any recreation fees under protest with a demand for a refund; that Mr. Hunter seemed to articulate a request for an adjustment to reflect the same tax value as the area of the Governor's Club development; that they are of the opinion the assessment of a fee in lieu of the dedication of land for recreation is authorized by law; that the formula for the calculation of the fee based upon the post-development tax value of the land that would have been dedicated is reasonable; that the fact the base land values used in the calculation of the recreation fee, effective July 1, 2005, reflect the current quadrennial tax values is not unreasonable; and that he believes that the County has done no wrong and there is therefore no obligation to refund or otherwise adjust any recreation fee previously paid by a subdivision developer.

Commissioner Barnes entered the meeting at 9:21 AM.

Commissioner Emerson moved, seconded by Commissioner Cross, to deny the request to refund or otherwise adjust any recreation fee as previously paid by Jeff Hunter. The motion carried five (5) to zero (0).

### **Summit/Retreat:**

The Commissioners' scheduled summit will begin at the close of the regularly scheduled Board of Commissioners' meeting.

## **COMMISSIONERS' REPORTS**

### **Historical Society Houses:**

Chairman Morgan stated that the Chatham County Historical Society is interested in the three houses owned by the County; that the process to move the houses is very involved; that they all fit within the criteria of the State Preservation Office; and that since it will be a major undertaking, they would like to have the Board appoint a committee that would consist of John Salmon, Cindy Edwards, Walter Harris, Hugh Montgomery, Jane Powell, Paul Cromburg, and a couple of members from the other society association members that they see fit.

Chairman Morgan moved to appoint John Salmon, Cindy Edwards, Walter Harris, Hugh Montgomery, Jane Powell, Paul Cromburg, and a couple of members from the other society association members that they see fit to a special committee to oversee the moving of the three historical houses.

Commissioner Emerson amended the motion to state that the additional members be appointed at the Chairman's discretion to the committee.

Commissioner Cross seconded the motion.

The motion carried five (5) to zero (0).

### **Chatham County Affordable Housing Taskforce (CCAHTF):**

Commissioner Cross reviewed statistics of the Chatham County Affordable Housing Taskforce (CCAHTF). He stated that when Briar Chapel was approved, there were 120 builder-ready lots as a contribution to affordable housing; that there are two non-profit, affordable housing organizations in Chatham County, EmPOWERment, Inc. (60 mixed, builder-ready lots) and Chatham County Habitat for Humanity (\$1.1 million to the Chatham County Affordable Housing Fund), that are capable of managing and developing it; that access to water and sewage are paramount to the ability to provide affordable housing; that the contributions from Newland would come at the final subdivision plat approval of each phase; that they have agreed to make their first installment of \$100,000 in May to help the Taskforce

get the program started; that they are trying to make sure that the \$1.1 million goes where it was intended to go; that with the County making some land purchases and working with the Town of Pittsboro and then gifting the property Habitat for Humanity in phases, Ms. Powell, Director of Habitat, had already come up with the figures within the first phase that will leverage the money to an additional \$1.14 million through HUD and the Federal Home Loan Bank and the NC Housing Finance; and that the County can get a lot of help with this.

Commissioner Cross reviewed the map that would give the County a good mix of housing levels. He asked that the Board designate Habitat for Humanity under Amy Powell's leadership to go forward with seeking acquisition of all four pieces of property. He stated that the money coming in from Newland and Briar is going to come more slowly than is needed for the project; that the County will need to back them to get going on the infrastructure with the understanding that the money coming from Briar Chapel will repay the County; that they do not see any expense to the Town of Pittsboro nor the County; that the project will take approximately ten to fifteen years to complete; that they are looking for a mix of affordable housing; that they are trying to have some different houses so that everything will not look the same; that they are asking for Board approval to contact the owners of the four properties to try to work out the details to purchase it; and that Mayor Voller, also on the Taskforce, has offered to assist Ms. Powell in negotiating property costs.

Commissioner Emerson moved, seconded by Commissioner Barnes, that they be authorized to proceed with negotiations. The motion carried five (5) to zero (0).

Chairman Morgan asked what the Board had to do in its official capacity to be able to take the funds and put them toward the project.

The County Attorney stated that he would like to reserve comments on the matter until after he has had an opportunity to discuss it with the Finance Officer. He stated that he felt that it could be done, but that as far as the mechanics, he would like to study the matter further.

Commissioner Cross stated that they would like for the Board to set aside \$200,000 per year for the Affordable Housing Fund, much like the water fund. He stated that he would bring this up during budget deliberations.

He further stated that a joint meeting was needed with the Town of Pittsboro.

The Chairman asked the County Manager to set up a meeting with the Town of Pittsboro to discuss items of interest to both Boards.

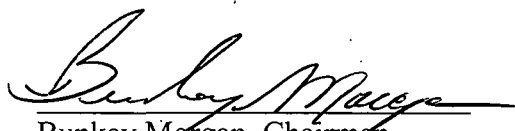
Commissioner Cross stated that the Pittsboro Town Board was also given copies of the plan on December 20, 2005; that they authorized Mayor Voller to work with their committee; and that this issue will not be a surprise to the Town of Pittsboro.

**January 17, 2006 Board of Commissioners' Meeting:**

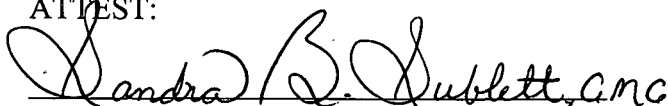
The next Board of Commissioners' meeting will be held on Tuesday, January 17, 2006 due to the Martin Luther King, Jr. holiday.

**ADJOURNMENT**

Commissioner Emerson moved, seconded by Commissioner Cross, to adjourn the regular meeting to the scheduled annual summit/planning session. The motion carried five (5) to zero (0), and the meeting was adjourned at 9:44 AM.

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners

## Grazing Card Policy

The grazing card is a program implemented by the county as part of its ongoing efforts to promote reuse of material. The grazing card is a privilege offered so that useful items that are placed in the Scrap Metal/ Appliance and Bulky bins can be reused. Reusing these items not only keeps useful items from being landfilled, also reduces the amount of material the county must haul from the centers.

### Holders of this card agree to:

- Show this card along with photo I.D. to the collection center attendant on duty before removing anything from bins. Grazing cards are not transferable. Grazers must also sign in on guard's log sheet.
- Remove items from the Scrap Metal/ Appliance and Bulky Bins ONLY.
- Do not remove items from the centers that contain or once contained Freon.
- Comply with instructions from collection center attendants.
- Avoid blocking traffic or otherwise interfering with operations of the center.
- Leave the collection center if the attendant indicates it is too busy for grazing.

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### Restrictions:

- Do not enter the bins behind the wall at Cole Park and Pittsboro centers. Items must be carefully removed from the top of bins. If items are too difficult to reach, use a long tool to retrieve it or leave it there.
  - Do not remove items from the centers that contain or once contained Freon.
  - Grazing will be permitted only for Grazing Cardholders who are 18 years or older and have registered with the county and paid all applicable administrative fees.
  - Grazers can take items off the top of a load or off the back of a box but cannot remove items from the center if the load will be disrupted. The box must be left in a neat and safe condition when grazer leaves.
  - Items must be removed by hand or with a long tool such as a rake or stick, no other heavy equipment can be used. Collection center equipment (rakes, other tools) cannot be used.
  - Collection Center attendants should not be relied on to help remove items from bins.
  - Collection center attendants have the discretion to ask grazers to leave if they are disrupting the center or abusing the system. Grazers will lose their privilege if they do not cooperate with attendants.
  - All grazing is to be completed 30 minutes before a center closes.
  - Cole Park Plaza and Pittsboro centers closed to grazing on Sundays due to high traffic.
  - The county or its agents may rescind a cardholder's grazing privileges at any time and cardholder will have to surrender their card.
- Hours for grazing may be changed at any time by the county.
- No grazing is permitted while county hauling vehicles are picking up containers from the collection centers.
  - All material is available on a first-come first-served basis; no material can be identified or set aside for pick-up at a later time.
  - Grazing Card fees are subject to change.
  - The Grazing Card Program may be canceled or revoked at any time. Cardholders will be notified by mail to turn in their cards.
  - Chatham County Waste Management reserves the right to refuse issuance of a grazing card to anyone having previously demonstrated their unwillingness to abide by center rules and regulations.
  - Grazing cards are valid January 1 – December 31 of the following year. The cost of cards is not pro-rated. There will be a minimal renewal fee every two years starting December 31, 1999.

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I have read and understand the above policy: (sign) \_\_\_\_\_ (date) \_\_\_\_\_

**Deleted:** Grazers that do not reside in Chatham County may remove items in accordance with the above restrictions, but under no circumstances will they be permitted to leave items to be disposed of at the Collection Centers. Any out-of-County grazer that disposes of wastes at the centers shall have their grazing privileges revoked.

## Request for Quotes for Chatham County Compactor Replacement

### QUANTITY: EQUIPMENT with UPGRADES:

- 4 **Green** - RJ 225 Marathon Compactors (NO substitutions), 10 hp motor, Tri-volt Option (voltage requirement will be specified when bid is awarded), 3-phase electrical 3 - Sided hopper, 54" feed height, meets or exceeds ANSI Z245.2 - 1997 Pressure gauge on 15' Hydraulic hose Allan Bradly motor starter and control switches (30 mm)

### OPTIONS (up to four, but will be specified when bid is awarded):

- Single phase power pack
- 5' container guide

### INSTALLATION:(scope of work)

Work to be performed on Wednesdays.

Delivery, unloading, and anchoring of Units one at each at the following locations:

Asbury, Goldston, Harpers Crossroads, and Moncure Collection Centers

Deinstallation of current Units at four (4) different County sites and installation of NEW Units with hoppers and guides.

Final electrical hook-up, mount push-button station, and instructional start-up of Units.

Transport the four (4) old Units to Chatham County Waste Management Facility at 811 County Landfill Road, Pittsboro.

Modify existing 40 yard receiver containers to insure proper hook up to Units.

Please use the enclosed Quote Tabulation Form.

Since we realize the cost of steel is increasing, please include any time limits on your bid.

Please submit your Quote Tabulation Form (No Later than 4:00 PM on December 16,2005) either via:

1) Mail:

Chatham County Finance Office  
Attn: Robin James  
PO Box 608  
Pittsboro, NC 27312

2) Person, sealed envelope:

Chatham County Finance Office  
Attn: Robin James  
12 East Street  
Pittsboro, NC 27312

If you questions regarding the specifications, please contact: Bob Holden @ 919-542-5516

(Monday - Friday 7:00 AM to 4:00 PM)

**Quote Tabulation for Chatham County Compactor Replacement**

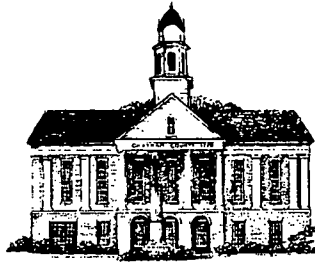
Required Equipment	Waste Industries (Raleigh, NC)		Mid-Atlantic Waste (Easton, MD)		Marathon Equipment (Vernon, AL)	
	ITEM	Unit Cost (one)	Extended Cost (four)	Unit Cost (one)	Extended Cost (four)	Unit Cost (one)
3 phase compactor	\$9,420.57	\$37,682.28	\$9,911.00	\$39,644.00	\$11,395.00	\$45,580.00
3 sided hopper	\$100.00	\$400.00	\$298.39	\$1,193.56	\$210.00	\$840.00
Pressure gauge	\$750.00	\$3,000.00	\$1,021.88	\$4,087.52	\$1,338.00	\$5,352.00
Electrical Hook-up	\$300.00	\$1,200.00	\$115.54	\$462.16	\$350.00	\$1,400.00
Freight	\$400.00	\$1,600.00	\$541.46	\$2,165.84	\$500.00	\$2,000.00
Deliver & Anchor	\$300.00	\$1,200.00	\$693.24	\$2,772.96	\$350.00	\$1,400.00
Remove & Final Hook-up	\$150.00	\$600.00	\$462.16	\$1,848.64	\$175.00	\$700.00
Del. Old unit to WMF	\$100.00	\$400.00	\$115.54	\$462.16	\$100.00	\$400.00
Additional Labor cost (specify)						
Misc. cost (specify)			\$649.31	\$2,597.24		
<b>TOTAL =</b>	\$11,520.57	\$46,082.28	\$13,808.52	\$55,234.08	\$14,418.00	\$57,672.00

Optional Equipment

ITEM	Unit Cost (one)	Unit Cost (one)	Unit Cost (one)
Single Phase Power Pack	\$2,500.00	\$2,100.01	\$2,500.00
5' guide	\$220.00	\$207.10	\$250.00



# COUNTY OF CHATHAM



COMMISSIONERS

BUNKEY MORGAN  
Chairman

THOMAS J. EMERSON  
Vice Chair

PATRICK BARNES  
MIKE CROSS  
CARL OUTZ

CHARLIE HORNE  
County Manager

ROBERT L. GUNN  
County Attorney

Phone (919) 542-8200  
Fax (919) 542-8272

P. O. BOX 87  
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

## Resolution for the Addition of Streets or Roads to the North Carolina System of Secondary Roads

### Crew, Bost, Grier, Boyd, Webb, Larkins, Pharr, and Ruffin in the Governors Village Subdivision

**WHEREAS**, Chatham County wishes to cooperate in any way possible with the North Carolina Department of Transportation, Division of Highways, to place streets and roads within the County on the North Carolina System of Secondary Roads, operated and maintained by the North Carolina Department of Transportation; and

**WHEREAS**, Crew is located from the centerline intersection of State Road #1827 to the end of T turn around 143 Ft. (0.03 mile); and

**WHEREAS**, Bost is located from the centerline intersection of State Road #1827 to State Road #1827 137 Ft. (0.03 mile); and

**WHEREAS**, Grier is located from the centerline intersection of State Road #1829 to the end of the cul-de-sac 246 Ft. (0.05 mile); and

**WHEREAS**, Boyd is located from the centerline intersection of State Road #1829 to the end of the cul-de-sac 218 Ft. (0.04 mile); and

**WHEREAS**, Webb is located from the centerline intersection of State Road #1829 to the end of the cul-de-sac 251 Ft. (0.05 mile); and

**WHEREAS**, Larkins is located from the centerline intersection of State Road #1829 to the centerline intersection of State Road #1846 490 Ft. (0.09 mile); and

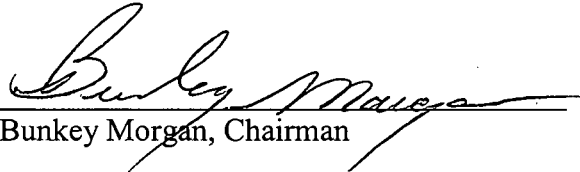
**WHEREAS**, Pharr is located from the centerline intersection of State Road #1830 to the end of the cul-de-sac 1070 Ft. (0.20 mile); and

**WHEREAS**, Ruffin is located from the centerline of Pharr to the end of the cul-de-sac 554 Ft. (0.11 mile); and

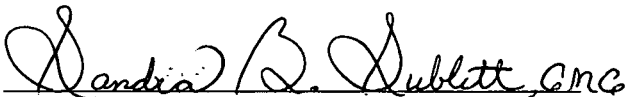
**WHEREAS**, Crew, Bost, Grier, Webb, Larkins, Pharr, and Ruffin have been found to meet the requirements to the Secondary Road System as established by the North Carolina Department of Transportation.

**NOW, THEREFORE BE IT RESOLVED**, that the Chatham County Board of Commissioners requests that subject roads, Crew, Bost, Grier, Boyd, Webb, Larkins, Pharr, and Ruffin in the Governors Village Subdivision, be added to the North Carolina System of Secondary Roads upon meeting all criteria as established by the Department of Transportation.

Adopted this, the 3<sup>rd</sup> day of January, 2006.

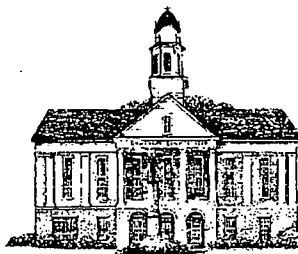
  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners

# CHATHAM COUNTY TAX ADMINISTRATION OFFICE

OFFICE OF TAX ASSESSOR  
P. O. BOX 908  
PITTSBORO, NC 27312-0908  
(919) 542-8250  
KIMBERLY HORTON, CAE  
TAX ADMINISTRATOR



APPRAISAL DEPARTMENT  
P. O. BOX 908  
PITTSBORO, NC 27312-0908  
(919) 545-8355  
TINA STONE, PPS  
BUSINESS PERSONAL PROPERTY

January 4, 2006

Jesse Lynn Mann  
1486 Manco Dairy Rd  
Pittsboro, NC 27312

Dear Mr. Mann:

At their January 3, 2006 meeting-the Chatham County Board of Commissioners denied your request to release the discovery penalties on your business personal property audit.

If you have any questions please contact me at (919) 545-8355.

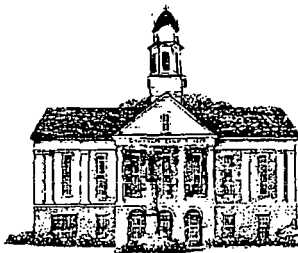
Sincerely,

A handwritten signature in cursive script that reads "Tina Stone".

Tina Stone, PPS  
Business/Personal Property Appraiser

# CHATHAM COUNTY TAX ADMINISTRATION OFFICE

OFFICE OF TAX ASSESSOR  
P. O. BOX 908  
PITTSBORO, NC 27312-0908  
(919) 542-8250  
KIMBERLY HORTON, CAE  
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APPRAISAL DEPARTMENT  
P. O. BOX 908  
PITTSBORO, NC 27312-0908  
(919) 545-8355  
TINA STONE, PPS  
BUSINESS PERSONAL PROPERTY

January 4, 2006

Manco Farm, Inc  
1486 Manco Dairy Rd  
Pittsboro, NC 27312

Dear Mr. Mann:

At their January 3, 2006 meeting the Chatham County Board of Commissioners denied your request to release the discovery penalties on your business personal property audit.

If you have any questions please contact me at (919) 545-8355.

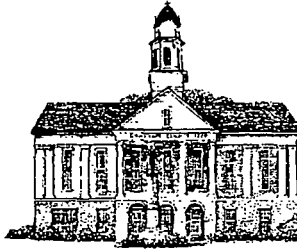
Sincerely,

A handwritten signature in cursive script that reads "Tina Stone".

Tina Stone, PPS  
Business/Personal Property Appraiser

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TINA STONE, PPS  
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January 4, 2006

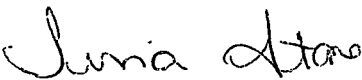
Donald & Theresa Stevens  
1600 Bill Lambert Rd  
Bear Creek, NC 27207

Dear Mr. & Mrs. Stevens:

At their January 3, 2006 meeting the Chatham County Board of Commissioners denied your request to release the discovery penalties on your business personal property audit.

If you have any questions please contact me at (919) 545-8355.

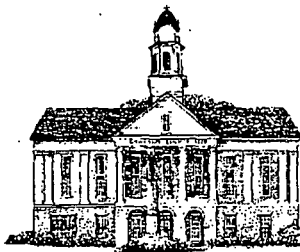
Sincerely,



Tina Stone, PPS  
Business/Personal Property Appraiser

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PITTSBORO, NC 27312-0908  
(919) 545-8355  
TINA STONE, PPS  
BUSINESS PERSONAL PROPERTY

January 4, 2006

Benner Henry Stinson, Jr  
904 Delphus Stinson Rd  
Goldston, NC 27252

Dear Mr. Stinson:

At their January 3, 2006 meeting the Chatham County Board of Commissioners denied your request to release the discovery penalties on your business personal property audit.

If you have any questions please contact me at (919) 545-8355.

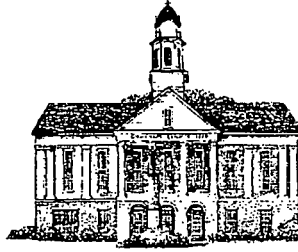
Sincerely,



Tina Stone, PPS  
Business/Personal Property Appraiser

# CHATHAM COUNTY TAX ADMINISTRATION OFFICE

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(919) 545-8355  
TINA STONE, PPS  
BUSINESS PERSONAL PROPERTY

January 4, 2006

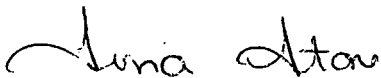
James N Bowers  
Sharon Bowers  
2235 Van Thomas Rd  
Pittsboro, NC 27312

Dear Mr. & Mrs. Bowers:

At their January 3, 2006 meeting the Chatham County Board of Commissioners denied your request to release the discovery penalties on your business personal property audit.

If you have any questions please contact me at (919) 545-8355.

Sincerely,



Tina Stone, PPS  
Business/Personal Property Appraiser

**MINUTES  
CHATHAM COUNTY  
BOARD OF COMMISSIONERS  
BOARD SUMMIT  
JANUARY 03, 2006**

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The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Henry H. Dunlap, Jr. Building Classroom, located in Pittsboro, North Carolina, at 10:00 AM on January 03, 2006.

Present: Chairman Bunkey Morgan; Vice Chairman Tommy Emerson; Commissioners Patrick Barnes, Mike Cross, and Carl Outz; County Manager, Charlie Horne; County Attorney, Robert L. Gunn; Assistant County Manager, Renee Dickson; and Finance Officer, Vicki McConnell

The Chairman called the Board Retreat to order at 10:00 AM.

**Tentative Agenda**

*January 03, 2006*

**Strategic Plan/Land Use Plan (Includes map never adopted)**

- Corridor Study/Plan
- 10/70 Rule
- Conditional Zoning
- Revisions in NC laws affecting local Planning issues
- Options currently available to address some expressed interests (i.e. corridor plan and other)
- Time requirements of options
- Staffing needs based on options

The County Manager presented an overview of the agenda.

**STRATEGIC PLAN/LAND USE PLAN**

The County Manager and Planning Director pointed out that the map was not approved when the Land Conservation and Development Plan was adopted, stating that several issues were not addressed by the Board of Commissioners seated at that time.

The Planning Director stated that the map is very general; that zoning is more specific; and that the map should not be interpreted as specific zoning.

Chairman Morgan stated that the two biggest issues seemed to be the conditional use process and commercial corridors. He stated that he thought the consensus of the Board was to keep the existing conditional use process and add a public meeting up front.

**JOINT PLANNING PROCESS WITH CARY**

Chairman Morgan stated that in order to have commercial corridors, the Board would have to consider adopting the 10/70 Rule. He stated he would not be in favor of zoning the entire County. He encouraged the Board to take action on the Lighting Ordinance that had been proposed for several years but not adopted. He suggested that his only problem with the ordinance was requiring existing developments to comply with the ordinance within a specified period of time.



Commissioner Emerson pointed out that logic of not making the Lighting Ordinance mandatory was to make sure it works.

The Planning Director stated that most conditional use permits had compliance with the ordinance as a requirement of the permit.

Commissioner Cross suggested that the Board alter the grandfather clause and consider the ordinance at the January 17, 2006 Board of Commissioners' meeting.

The Planning Director stated that he wanted to ensure that nothing had changed in the lighting industry to warrant additional changes and that the grandfather clause change would necessitate holding a public hearing; that the Lighting Ordinance would become a part of the zoning ordinance; that it would be difficult to make it apply Countywide; and that the Board should also consider which agency should enforce the ordinance. He asked the Board for additional time for this.

Chairman Morgan stated that the Board was returning the ordinance to staff to come back at a later time and take all necessary action to bring the ordinance back to the Board, including scheduling a public hearing, if necessary.

### **CONDITIONAL USE PROCESS**

Commissioner Emerson stated that the only change would be to have an additional public input session at the beginning of the process—not a public hearing, but a public session open to the public.

The Planning Director cautioned that the Commissioners could not be involved in the public input session or any other time outside the public hearing.

By consensus, the Board agreed.

### **LANDFILL**

Chairman Morgan raised the issue of a solid waste landfill. He pointed out that the quotes for the landfill were obtained two years ago and that these bids are still sealed.

He stated that he thought the County should not consider a regional landfill if the Solid Waste Committee could ensure waste disposal for the next twenty years. He asked the Board if they wanted to consider this issue.

Commissioner Cross stated he thought a landfill was not needed, but that he would like some assurance from the Solid Waste Committee for disposal capacity.

Chairman Morgan encouraged the Board to use this year to plan for the future of the County. He suggested that the Board ask the Solid Waste Committee to develop a 20-25 year plan for solid waste disposal.

The County Manager stated that he doubted such a guarantee would be possible.

Commissioner Emerson stated that a county landfill is probably not financially feasible today, but might be necessary at some point in the future when population growth changes the equation. Commissioner Barnes stated he thought a landfill in Chatham County would be necessary in the future.

The Chairman asked the Board if they wanted to open the Requests for Proposals (RFPs) and see what has been offered. Commissioner Barnes stated that the County should pursue a partnership with Lee or Randolph Counties. He stated he was against a large regional landfill.

Commissioner Emerson stated that he thought the Board of Commissioners was asking the Solid Waste Advisory Committee to stay on top of the issue and bring any changes to the Board.

Chairman Morgan summarized that the Board was asking the Solid Waste Committee to review the issue and authorizing staff to open the bids. He asked if this was consensus of the Board. No commissioner presented an objection to this course of action.

### **10/70 RULE**

Chairman Morgan asked the Board what they wanted to do with this issue.

Commissioner Emerson asked if there was any merit to tying this issue to purchase of development rights to protect agricultural land and green space.

The Planning Director replied that the County would have to have legislative authorization to do this.

Chairman Morgan asked the Board if they wanted to resurrect the 10/70 issue. Commissioner Emerson stated he thought this was a dead issue unless it can be tied to transfer of development rights.

The Planning Director raised the issue of the UNC "Park and Ride" lot and the need to raise the impervious surface limit for governmental purposes.

Larry Hicks suggested using this issue to encourage Chapel Hill, UNC, and Orange County to extend mass transit into Chatham County.

Chairman Morgan stated that the Board would not consider 10/70 at this time, but would direct staff to work on the exception for governmental purposes. No Board member expressed an objection to this course of action.

Mayor Voller stated that he had discussed this issue with the Mayor of Chapel Hill and that he would bring additional information to the Board of Commissioners, if desired.

### **COMMERCIAL LANDSCAPES**

Chairman Morgan stated that Commissioner Cross raised the issue of increased uniformity of commercial landscapes, including requiring planting of evergreens to provide screening year around. He asked the Board of Commissioners what they wanted to do with this.

Chairman Morgan asked Commissioner Cross to meet with the chairman of the Appearance Commission and return to the Board with some recommendations. Commissioner Cross agreed.

### **CORRIDOR PLAN**

The Planning Director stated that in order to enforce a commercial corridor ordinance along US Highway #64 West and US Highway #421, the County would have to extend zoning into this area. He stated that the County already has a number of tools in place to regulate this.

The Board had extended discussion on the scope and necessity of a corridor plan.

Commissioner Barnes suggested contracting for a corridor study.

Mayor Voller indicated that the Town of Pittsboro would be interested in working on this issue with the County.

**LUNCH**

The Board recessed for lunch at 11:50 AM.

At 11:50 a.m. the board recessed for lunch to reconvene at 12:55 p.m.

**RECONVENE**

The Board reconvened at 12:55 PM with all members present.

**BUDGET OVERVIEW**

The County Manager presented an overview of the budget discussion.

The Assistant County Manager, Renee Dickson, presented an overview of the budget process. She then presented the Manager's Recommended Capital Improvements Program. The presentation is attached hereto and by reference made a part hereof.

Because the scope of the project is currently unknown, Commissioner Emerson asked that staff take out the animal shelter project, but include \$9,000 for the feasibility study in the Fiscal Year 2007 operating budget.

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve the General Fund CIP (\$133,000,000). The motion carried five (5) to zero (0).

The Assistant County Manager presented the Board's financial policy that was originally adopted in 2003. The Board unanimously reaffirmed the financial policy. The presentation is attached hereto and by reference made a part hereof.

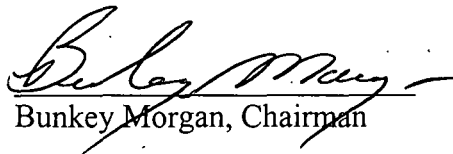
Commissioner Emerson moved, seconded by Commissioner Cross, to approve the Financial Policy. The motion carried five (5) to zero (0).

The Assistant County Manager presented trend information. The Board discussed a couple of issues that need to be monitored, including the projected aging of the population and the increase in Human Services spending. The presentation is attached hereto and by reference made a part hereof.

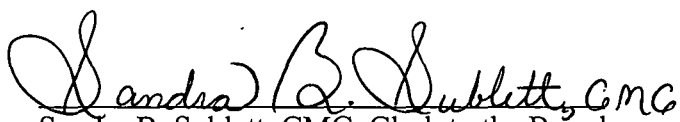
The Assistant County Manager presented information on projected revenues and expenditures. Overall, she stated that it looked as though the County would have sufficient resources to fund the continuation budget without a tax increase and would be able to fund the approved CIP items from fund balance without adversely affecting the County's financial condition.

**ADJOURNMENT**

The Chairman adjourned the meeting at 3:30 PM.

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners



# The Budget Process

# The Role of the Budget

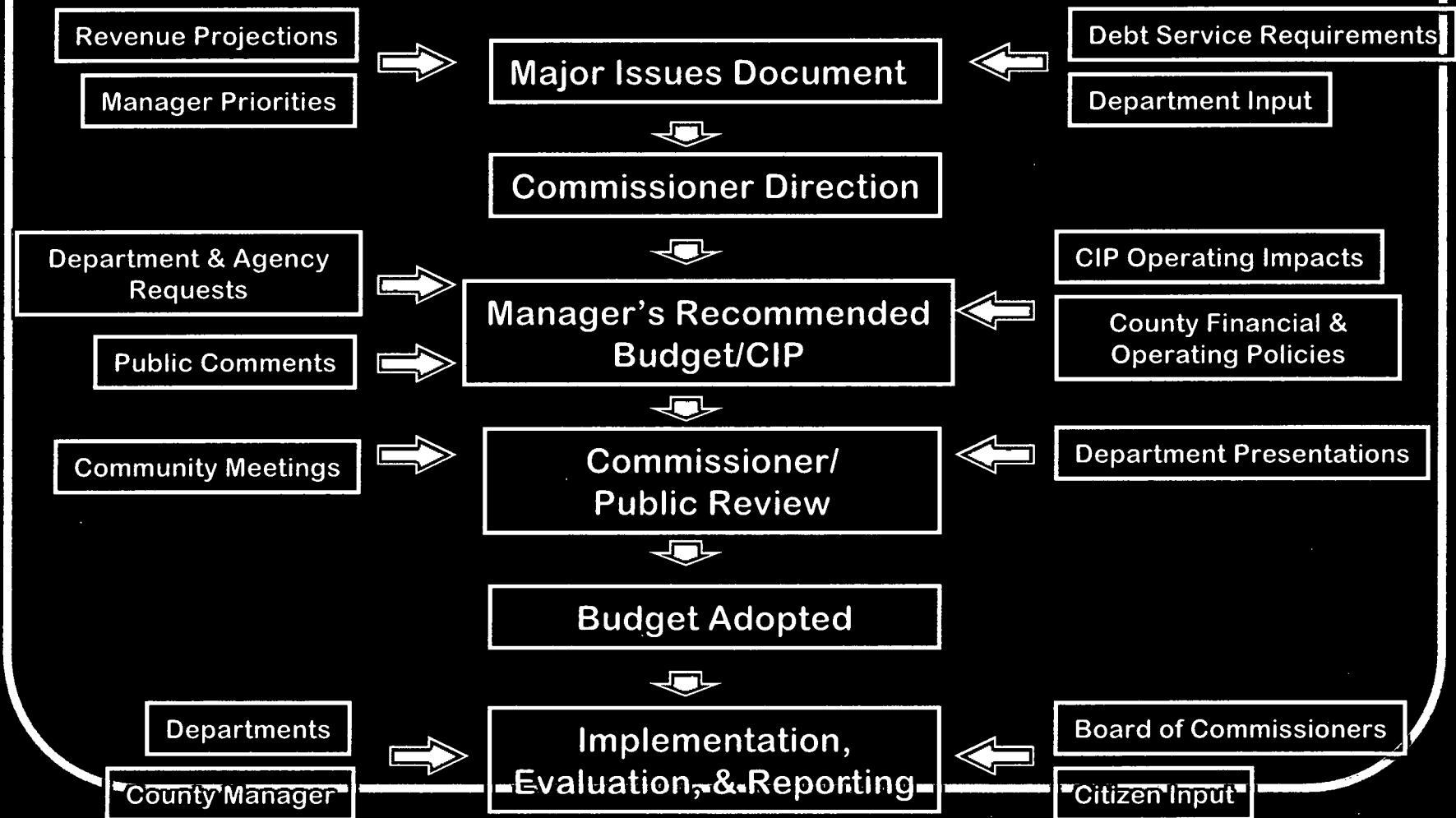


**Service**

# The Role of the Budget

- The budget decides:
- Will we continue current services?
- Will we increase current services?
- Will we reduce current services?
- In other words, who gets what, when, and how

# Budget Process



# Past Goals of the Process

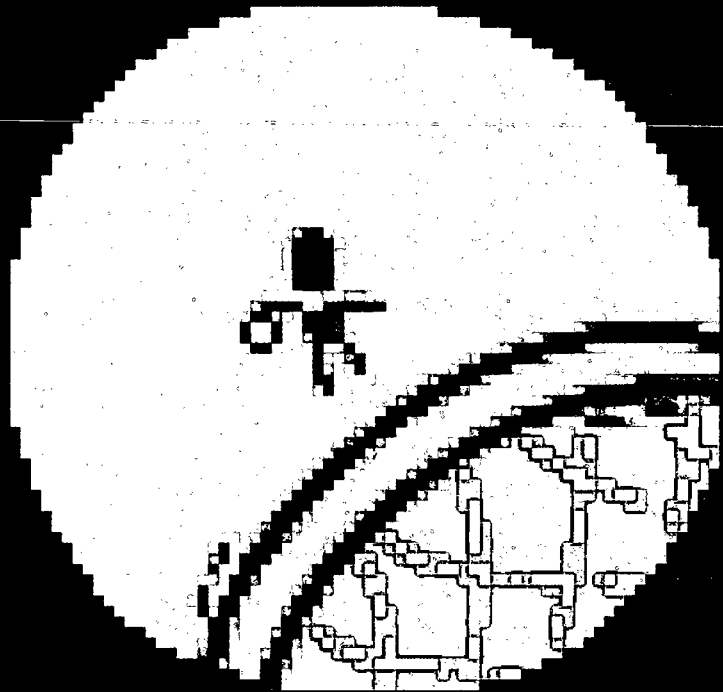
- Commissioner leadership
- Input from all agencies and departments receiving funding
- Team approach to budget development
- Community input
- Full information, including performance data



# Commissioner Leadership

Where the . . .

- Staff is the player
- The ball is the budget
- The hoop is the goals and parameters set by Commissioners
- You tell us where the basket is and we'll shoot to make it!

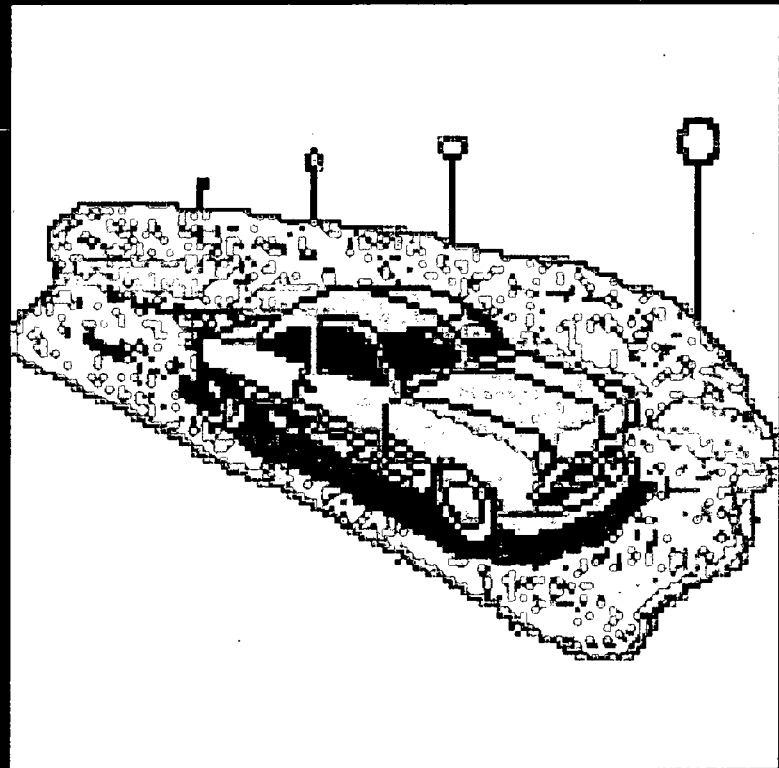


# Commissioner Leadership

- Happens early, generally during the December/January retreat
- What are your expenditure priorities for the upcoming year?
- What are the revenue constraints (property taxes, fees, etc.)? Staff presents estimates of fund balance and revenue
- What long-term goals for the county (such as debt loads and fund balance) do you want staff to follow?

# Financial Policy

- Based on the commissioners' long-term goals
- Covers areas such as capital reserves, fund balance, debt levels, bond ratings, enterprise funds, etc.



# Input from Agencies and Departments

- Occurs in October or November
- Statement of “major issues”
- Lets you know what the problems and issues are
- Gives you information for setting expenditure priorities



# Team Approach

- The Manager develops a recommended budget based on:
  - Commissioner direction
  - Revenue projections
  - Department and agency requests
  - Ranking of “expansion” requests by Budget Steering Team

# Expansion v. Continuation

- The budget is broken into continuation and expansion
- Continuation means the funding necessary to provide the same services as the previous year
- Expansion means additional funding to provide better, more, different (etc.) services

# Criteria for Ranking

- Commissioners' priorities
- Safety
- Mandate
- Timing/linkages
- Economic impact
- Efficiencies
- Maintain service levels
- Improve access
- Improve service quality
- Add services
- Operating budget impact
- Community support/impact
- Financing

# Special Review Processes

- Coordination of non-profit requests with United Way
- Review of Fire Department budgets by the Fire Marshal
- Do you want to change the process for fire departments or give additional guidelines?



# Special Budgets

- Enterprise funds (water and waste management) – fees generated from operating these systems (plus other revenues) should pay the costs
- Special revenue funds – contain revenue which has been earmarked by law or policy for a special purpose

# Community Input

- Budget published well before the legal deadline of June 1
- Available on the web

# Full Information

- Budget document includes performance data and a summary of all recommended expansion items
- Performance information included to help you make decisions about service levels

# What Now?

- Staff will present Major Issues, Trends, Financial Policy, Current Budget, CIP, Debt, and the “Bottom Line”
- These items should give you context for making decisions
- At the end of the retreat, we would like your direction on spending priorities and revenue constraints

# Capital Improvements Program

Chatham County Board of  
Commissioners January 2006  
Budget Retreat

# Why a CIP?

- ▶ Sound method of planning for capital needs
- ▶ Allows needs to be evaluated together
- ▶ Allows for comprehensive view of debt
- ▶ Viewed favorably by bond rating agencies

# Action Requested

- ▶ Confirm approved requests
- ▶ Questions?
- ▶ Act on new/pending requests
- ▶ Unanimous vote is important for rating agencies

# Animal Shelter Adoptions Center & Renovations

- ▷ Stems in part from the Animal Control Assessment conducted last year—showed need for adoptions space and inadequacy of current shelter
- ▷ Year 1 request (\$9,000) for needs assessment and feasibility study
- ▷ Year 2 request (\$54,000) for preliminary architectural drawings
- ▷ Funding would come from fund balance
- ▷ Future funding ?



# Building Renovations

- ▶ Request \$376,293 in Year 1 to expand the scope of the Dunlap Building renovations
- ▶ Reasons: 1) inadequate starting budget; 2) increased size of renovation; and 3) HVAC upgrades
- ▶ Funding would come from fund balance

# Phone System Replacement for Siler City Health

- ▶ Request \$60,000 in Year 1
- ▶ Phone system is obsolete, inadequate, and is no longer supported by Sprint
- ▶ Funding would come from fund balance

# Sheriff/Jail Software

- ▶ Requesting \$90,570 in Year 1 for new Sheriff (RMS) and Jail software
- ▶ Currently replacing CAD software from 911 funds
- ▶ Selected vendor offering RMS/Jail software at significant discount (approx. \$80,000 savings)
- ▶ More efficient for RMS software to integrate with CAD
- ▶ Funding would come from fund balance

# Remaining Issues are Parks

- ▶ Addressed changes to the Recreation Fee at December 12 meeting
- ▶ Overall strategy is to leverage recreation fee with matching grants to maximize funds available

# Two Key Facilities

- ▶ Southwest Park—Propose to finish basic facilities in Years 1-3 using transferred recreation fee and grant
- ▶ Total of \$28,350 in recreation fee requested
- ▶ Northeast Park—Propose to apply for grant in Year 1 to purchase land; apply for grant in Year 2 to construct Phase 1; apply for grant in Year 5 to construct Phase 2; Phase 3 would occur beyond CIP
- ▶ Total of \$1,496,610 in recreation fee requested (over period of 5 years)

## Bells Landing

- ▷ Special use facility
- ▷ Still working out lease with the state
- ▷ Spending \$8,000 in recreation fee this year for sketch design (\$135,000 already approved)
- ▷ Propose to apply for grant in Year 4 to construct Phase 1; Phases 2 beyond CIP
- ▷ Total of \$1,703,560 in recreation fee requested (over period of 5 years)

# American Tobacco Trail

- ▶ Develop the 4.5 mile section of the trail located in n Chatham County
- ▶ Many unanswered questions, including total cost, final allocation from DOT, local matching requirements, etc.
- ▶ Staff recommends showing a \$100,000 allocation in Year 1 from the recreation fee for the project

# Recreation Fee

- ▶ Assuming grants materialize, staff projections adequate balance in recreation fee to achieve CIP projects
- ▶ Projects can be approved subject to receipt of grants

FY 06	FY 07	FY 08	FY 09	FY 10	FY 11
788,660	616,000	656,560	9,500	1,736,910	409,700

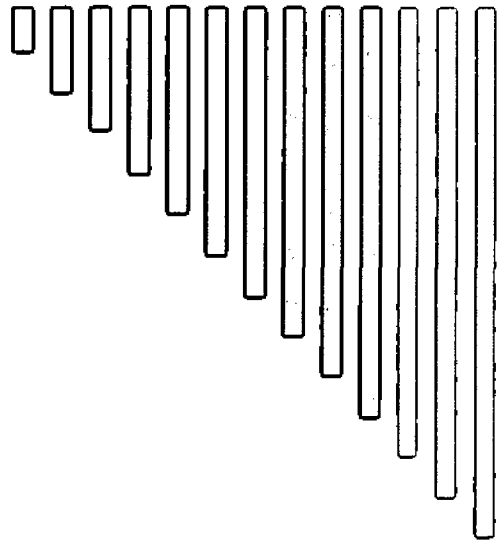


# Future Projects

- ▶ Animal Shelter Expansion
- ▶ Jail Expansion

# Water CIP

- ▶ Separate document
- ▶ Confirm approved requests
- ▶ Act on pending requests:
  - Goldston Sewer Line
  - Jordan Lake Water Treatment Plant Upgrade



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# Financial & Budgetary Policies

**Chatham County Board of  
Commissioners January 2006**

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# Why?

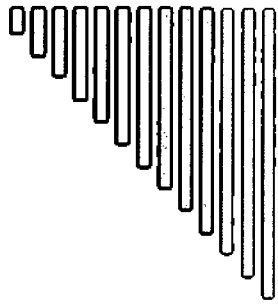
- Maintain and enhance the county's financial position
  - Clear guidelines
  - Viewed favorably by bond rating agencies
-



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# Where did this come from?

- GFOA
  - Local Government Commission
  - Numerous policies from other jurisdictions
  - Staff experience
  - Board of Commissioners adopted December 2003
-



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# Sections

Budget

Debt

Fees & User Charges

Capital Improvements Program

Fund Balance

Capital Reserves

Cash Management

Accounting & Financial Reporting

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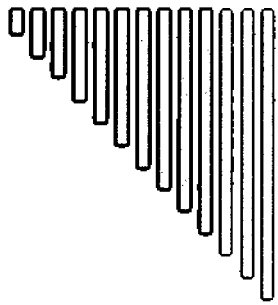


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## Budget Policies

**Objective:** The County will manage its annual budget to meet its legal and debt obligations, ensure adequate funding of current service levels, meet the priorities of the Board of Commissioners, maintain the County's financial condition, and keep property tax increases to a minimum.

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## New or Increased Services

The County should ensure its current service levels are adequately funded before funding new or enhanced services.



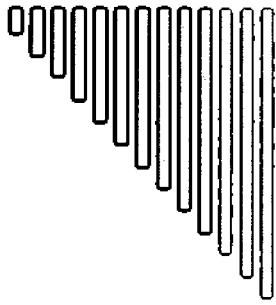


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## Mid-year appropriations

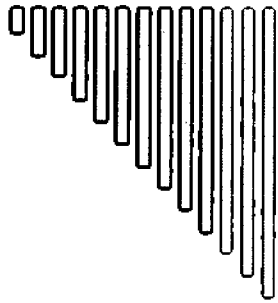
All agencies supported by the county must function within the resources made available to them through the annual budget. The county will consider requests for new or expanded programs during the course of the regular budget process. Only in extreme circumstances will such requests be considered outside of the budget process.

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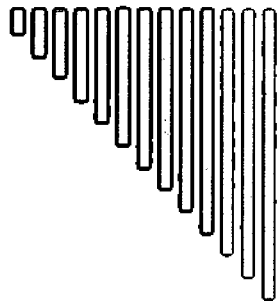
# Use of one-time revenues

One-time revenues should not support ongoing personnel and operating costs. Use of one-time revenues is appropriate for capital outlay, debt retirement, contribution to capital reserve, and other non-recurring expenses. Proceeds from the sale of surplus capital items will go into the County's general capital reserve, unless proceeds are otherwise restricted.



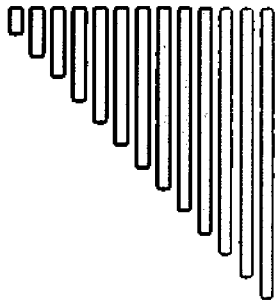
# Grants

The County will pursue federal, state, and private grants to enhance services to County residents. However, the County will strictly limit its financial support of grant-funded programs to avoid commitments which continue beyond funding availability. The County will not continue programs after grants have expired except as expressly approved by the Board of Commissioners as part of the annual budget process.



# New Positions

New positions should be added as a last resort. Other alternatives, such as contracting, technology, and reassignment of duties should be fully explored and documented before new positions are funded.



# Justification for funding

Departments and agencies requesting funding from the county should justify their requests in terms of maintaining or increasing service levels. Departments should measure their performance in key service areas and periodically compare their performance to other jurisdictions to discover efficiencies and develop best management practices.



## Contingency funds:

Departments shall not include contingency funds in their respective budgets. The county shall include a general contingency fund in its annual budget. The amount of the contingency fund shall not exceed one percent of the annual budget.

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## Debt policies

**Objective:** The County will manage its debt obligations to meet demands for capital facilities while striving to maintain or improve the County's A1/A+ bond rating.

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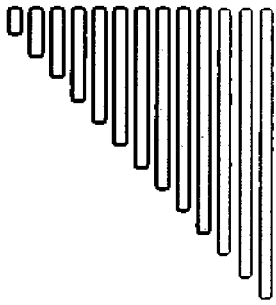


# Types of debt

The types of debt available to North Carolina county governments include general obligation bonds, certificates of participation (COPs), other leases, revenue bonds, and proceeds from the refunding of general obligation bonds. In general, the county will select the appropriate type of debt given financial circumstances and feasibility.

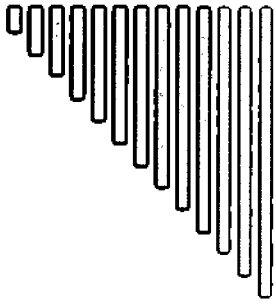
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## When debt is appropriate

Debt is an important tool for financing capital facilities. Over-reliance on debt, however, is negatively perceived by bond rating agencies. The county should exhaust all possible resources, such as grants and pay-as-you-go funding, before borrowing funds. Debt should only be used for the construction of capital facilities and the purchase of capital assets. In general, the assets should not be recurring capital replacements, such as vehicles. If terms are favorable, however, the county may elect to use debt in this manner. Debt should never be issued to meet recurring operating expenses.



# Terms

The term of the debt service payments shall not exceed the useful life of the asset purchased through debt



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# Debt limitation

Debt issuance guidelines and formulas established by the Local Government and rating agencies will be closely monitored and appropriately applied.

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## Relationship to operating and capital budgets:

Debt for items meeting the requirements of a capital project shall be requested through the capital improvements program (CIP) process. Other debt requests shall be made through the annual budget process. The annual budget will include sufficient funding to meet the County's debt service obligations.

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## Fees and user charges policies

**Objective:** The County will set its fees and user charges to recover the costs of services at a predetermined recovery threshold and thereby reduce reliance on property taxes.

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# Enterprise funds

The operating budgets of enterprise funds shall not be subsidized by the general fund and shall be supported wholly by fees generated by the enterprise. To the extent possible, the capital costs of enterprise funds should not be subsidized by the general fund, unless Commissioners identify a compelling need to provide a subsidy.

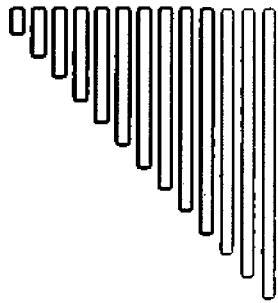
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## Other fees and charges

The County should charge other fees when it is allowable, when a limited and specific group of beneficiaries can be identified, when it is feasible to charge beneficiaries for the services rendered, and when there is no reason to subsidize the service wholly or in part. To the extent possible, fees levels should be set to recover the full costs of the services provided, unless it is deemed necessary or desirable to subsidize the service.

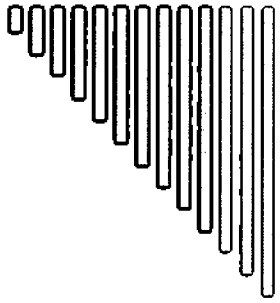
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# Subsidy

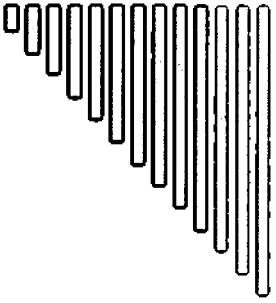
Factors to consider in deciding whether a subsidy is appropriate include the burden on property tax payers, the degree to which the service benefits a particular segment of the population, whether beneficiaries can pay the fee, and whether the service provides a broader benefit to the community.





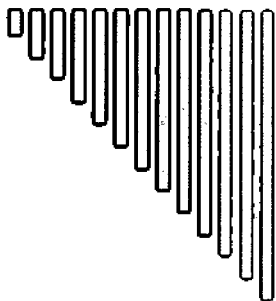
## New and increased services

Part of the decision-making process in establishing new services or increasing service levels should include an analysis of fees and user charges and a desired cost-recovery threshold.



## Review and approval of fees and charges:

As part of the budget process, the County shall annually review the fees and user charges. All changes to the schedule of fees and charges must be approved by the Board of Commissioners.

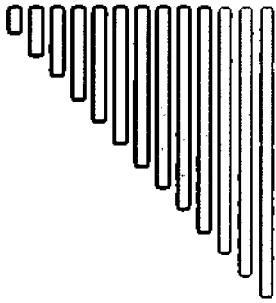


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# Capital Improvements Program (CIP) policies

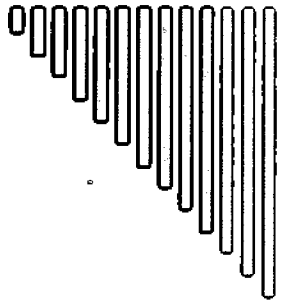
**Objective:** The County will plan for its capital needs at least five years into the future in order to address needs and to earmark revenues.

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# Process

A five-year capital improvements plan shall be prepared and updated each year. Departments and agencies shall request items meeting the definition of a capital asset through the County's annual CIP process. Only in extreme circumstances will the County consider items outside the CIP process. Generally, agencies should plan five years ahead for capital improvements and project additions to the CIP should occur in Year 5 of the CIP.



# Relationship to annual budget

The operating impact of each project shall be identified and incorporated into the annual operating budget.



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# Capital project ordinances

A separate capital project ordinance shall be submitted to the Board of Commissioners for approval for all capital improvements which span more than one fiscal year and cost \$25,000 or more.

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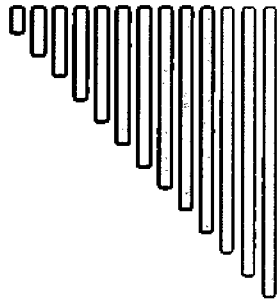


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## Fund balance

**Objective:** The County shall maintain an undesignated fund balance in its general fund of 20 percent of the previous annual operating budget in order to meet emergency obligations, avoid interruptions in cash flow, generate interest income, and maintain an investment grade bond rating.

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## Allowable uses

Fund balance may be used to as appropriate under sound management practices.





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# Capital Reserves

**Objective:** The County will strive to fund capital improvements on a pay-as-you-go basis in order to enhance its financial condition and bond rating.

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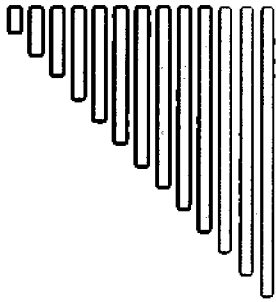


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# Annual contribution

The County shall annually contribute one percent of its operating budget to a capital reserve.

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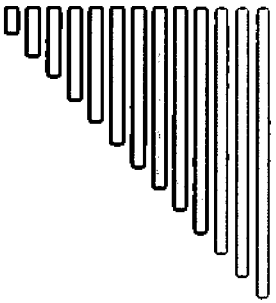


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# Investment Policy

County funds will be invested in a prudent and diligent manner with emphasis on safety, liquidity, and yield, in that order. The County will conform to all state and local statutes governing the investment of public funds.

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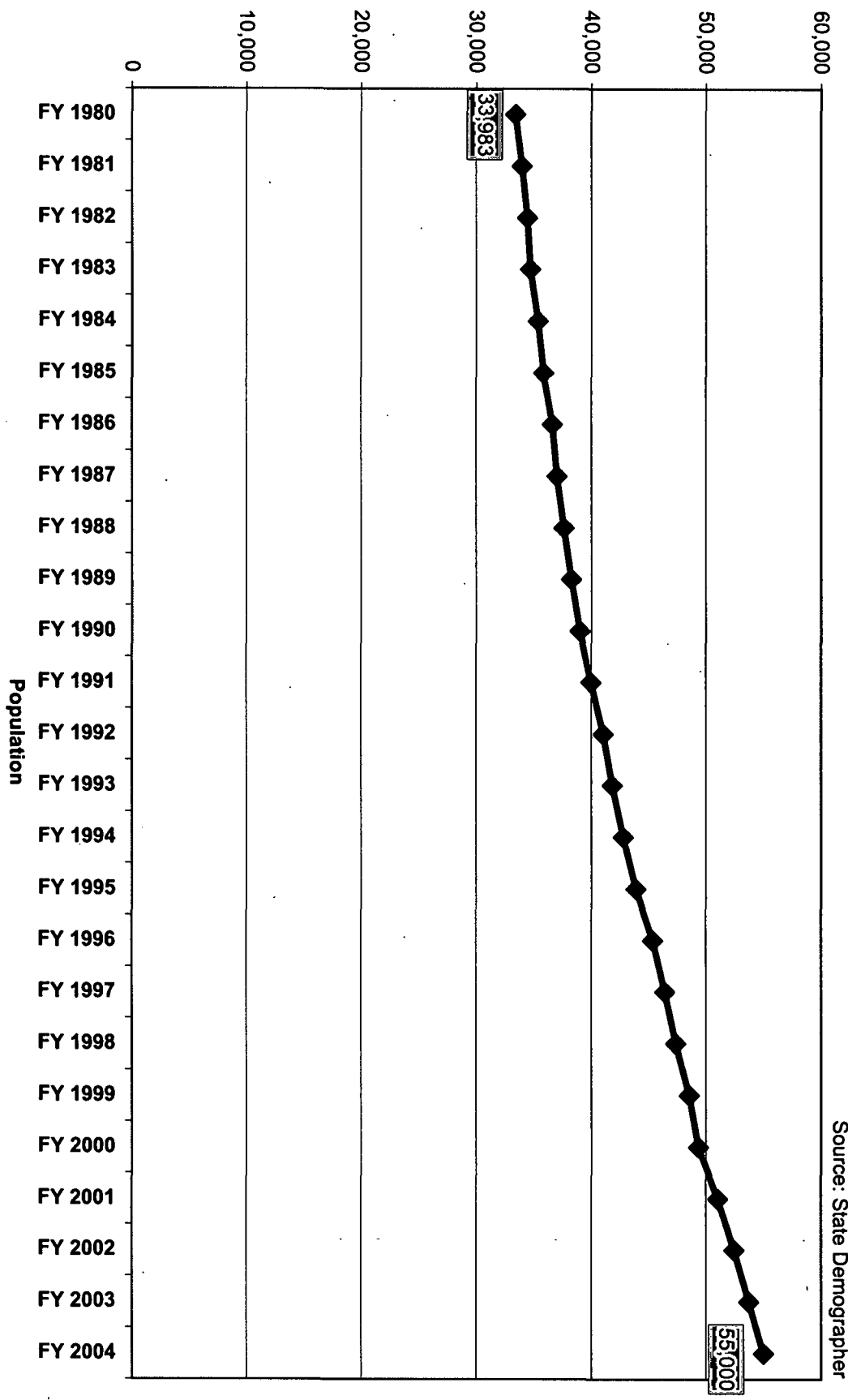


# Accounting and Financial Reporting

**Objective:** The County will establish and maintain its accounting system in accordance with the NC Local Budget and Fiscal Control Act. All records and reporting will be in accordance with Generally Accepted Accounting Principles. The County will maintain an accounting system which provides internal budgetary and accounting controls designed to provide reasonable assurance regarding both the safeguarding of assets against the loss from unauthorized use or disposition and the reliability of financial information used in the preparation of financial statements and reports.

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**Table 1: Chatham County Population Growth 1980 to 2004**

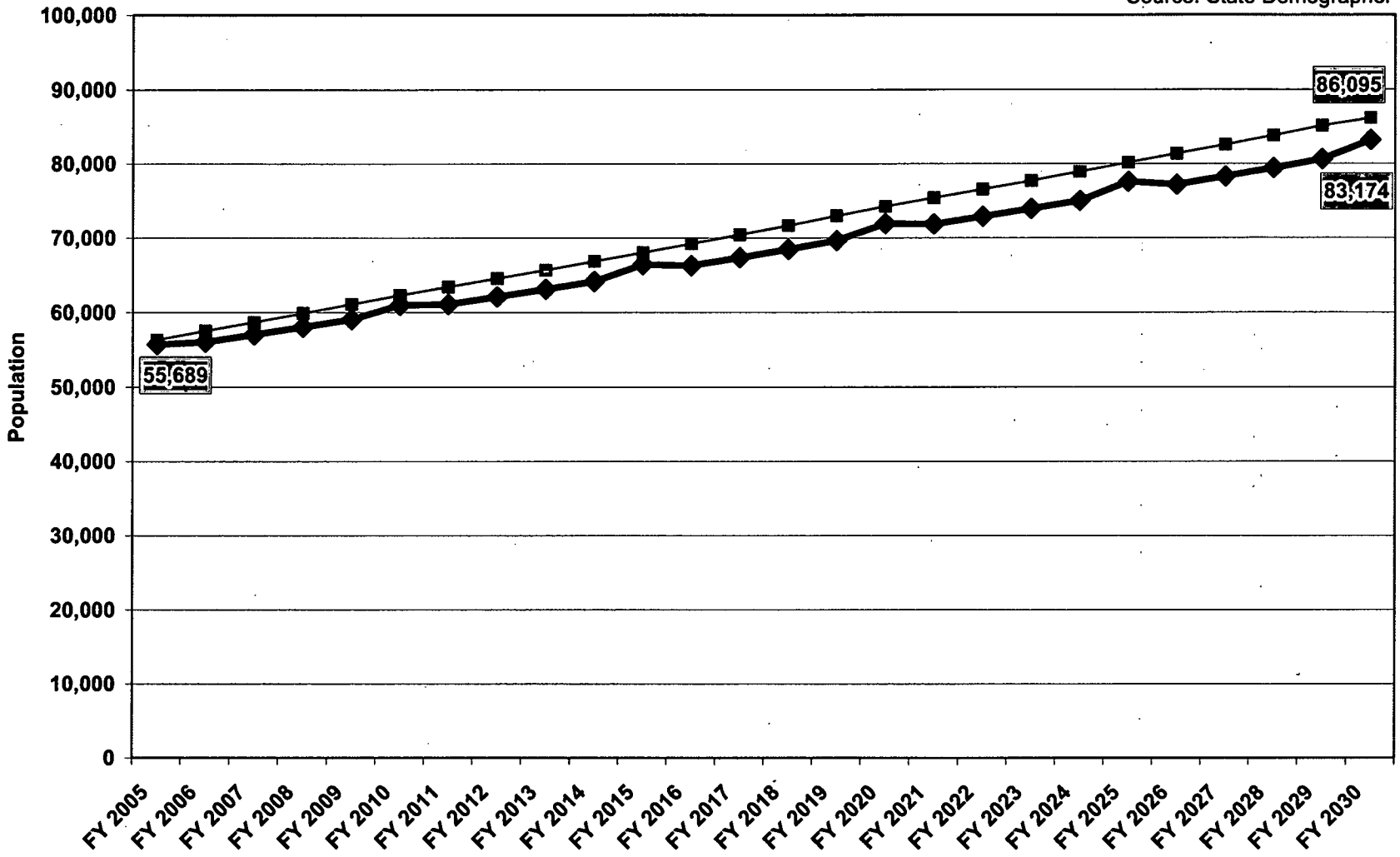


Source: State Demographer

**Table 1A: Projected Population Growth: 2005 to 2030**

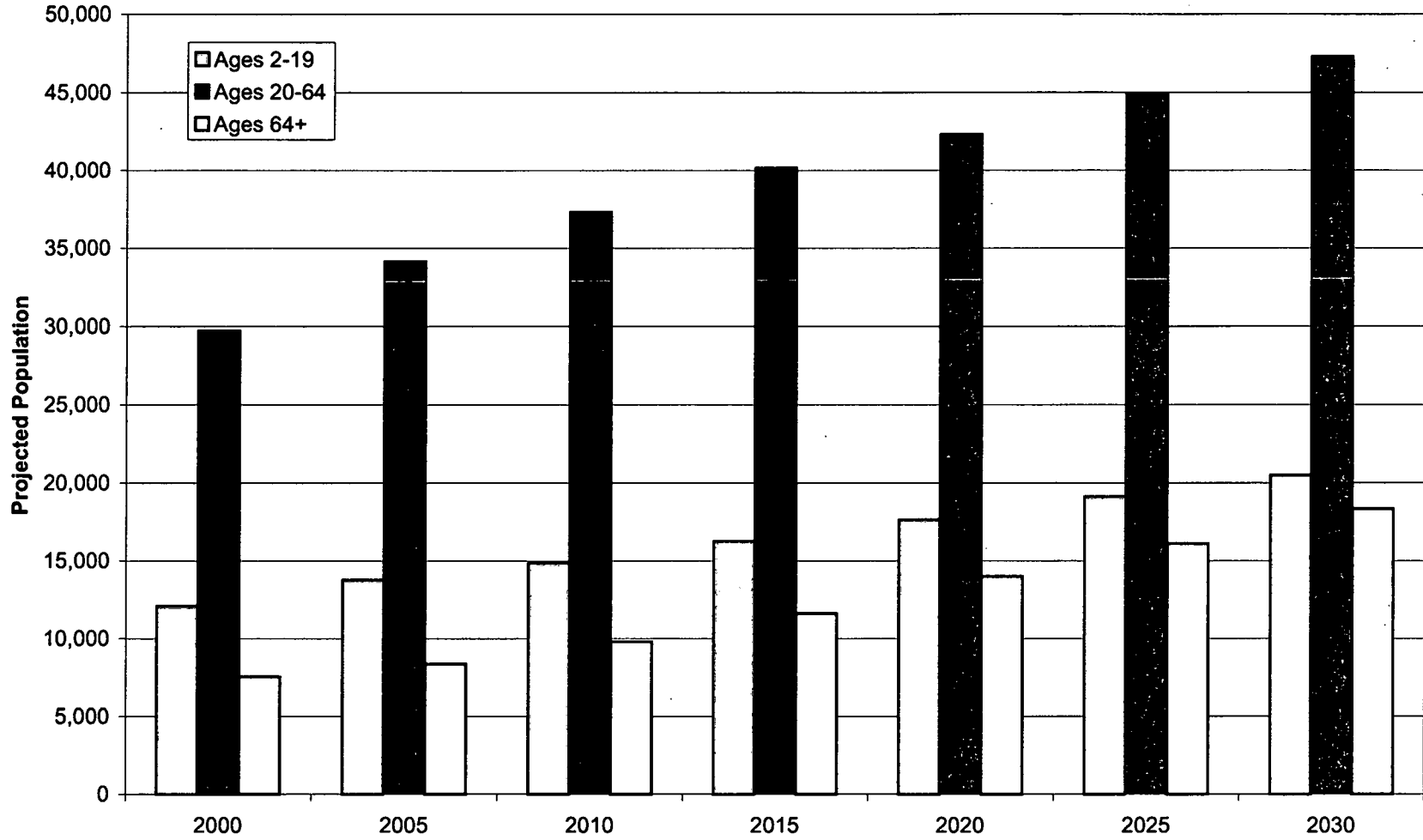
◆ 2004 Estimate  
 ■ 2005 Estimate

Source: State Demographer



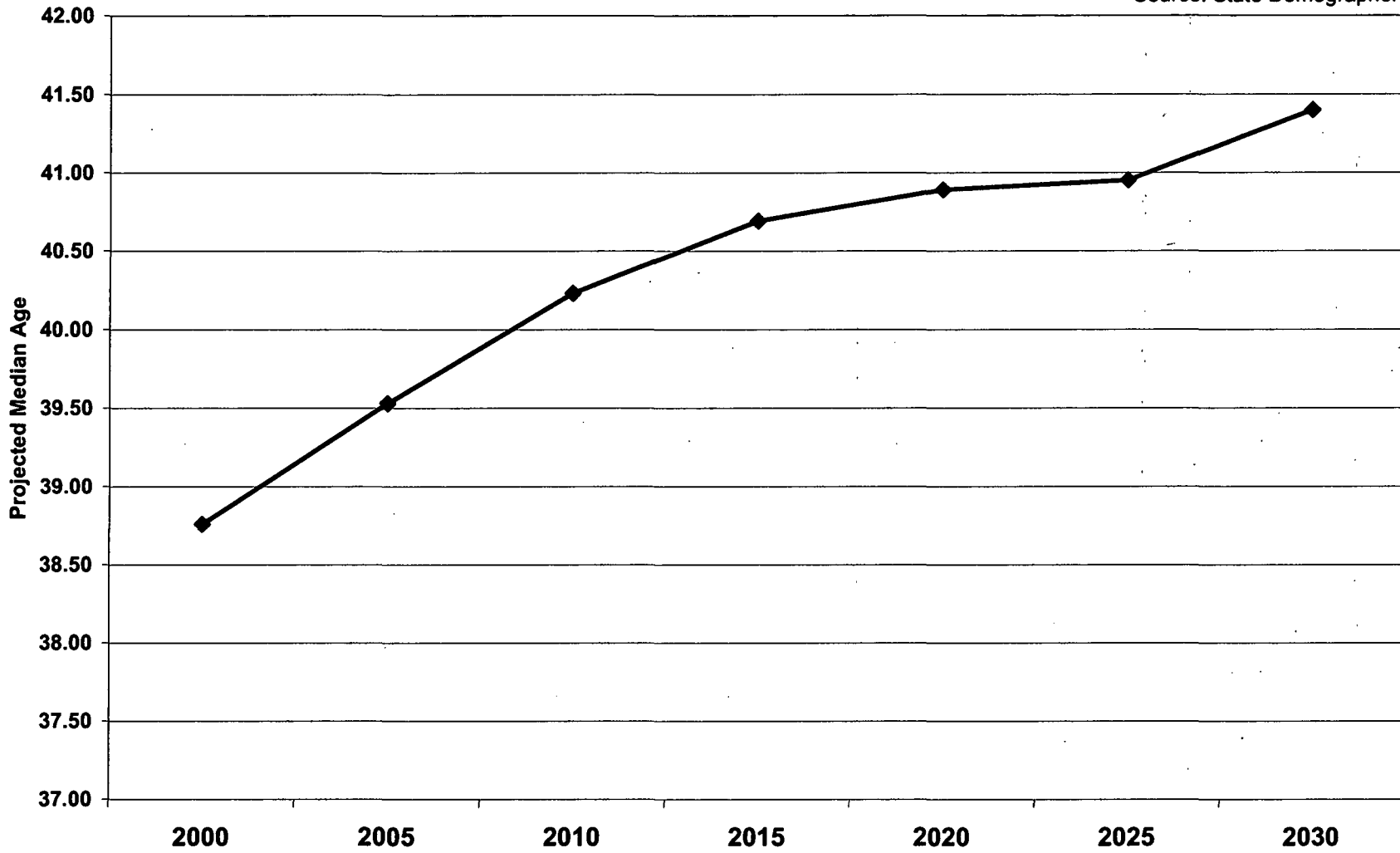
**Table 1B: Population Projects by Age Groups**

Source: State Demographer



**Table 1C: Median Age Projections**

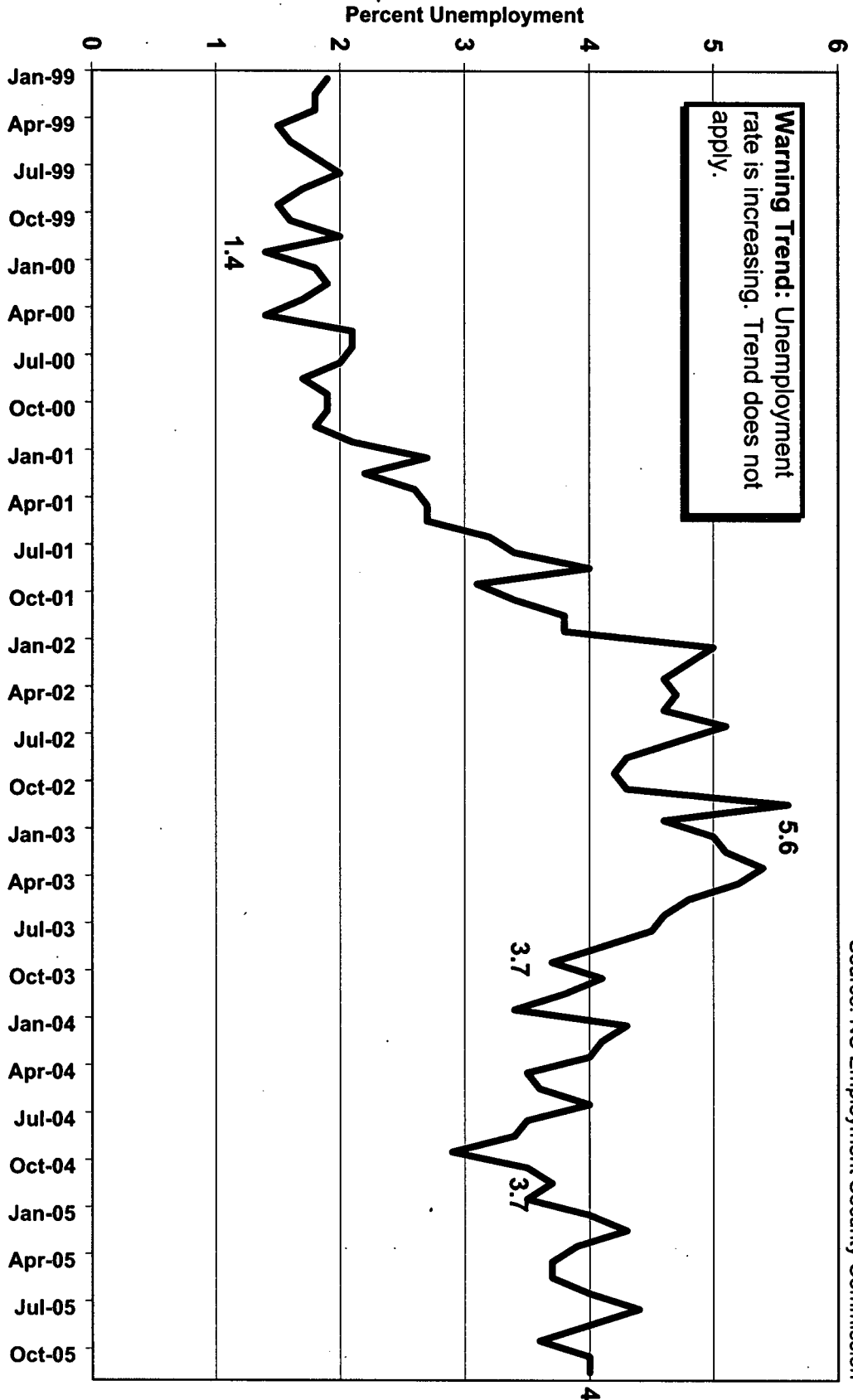
Source: State Demographer





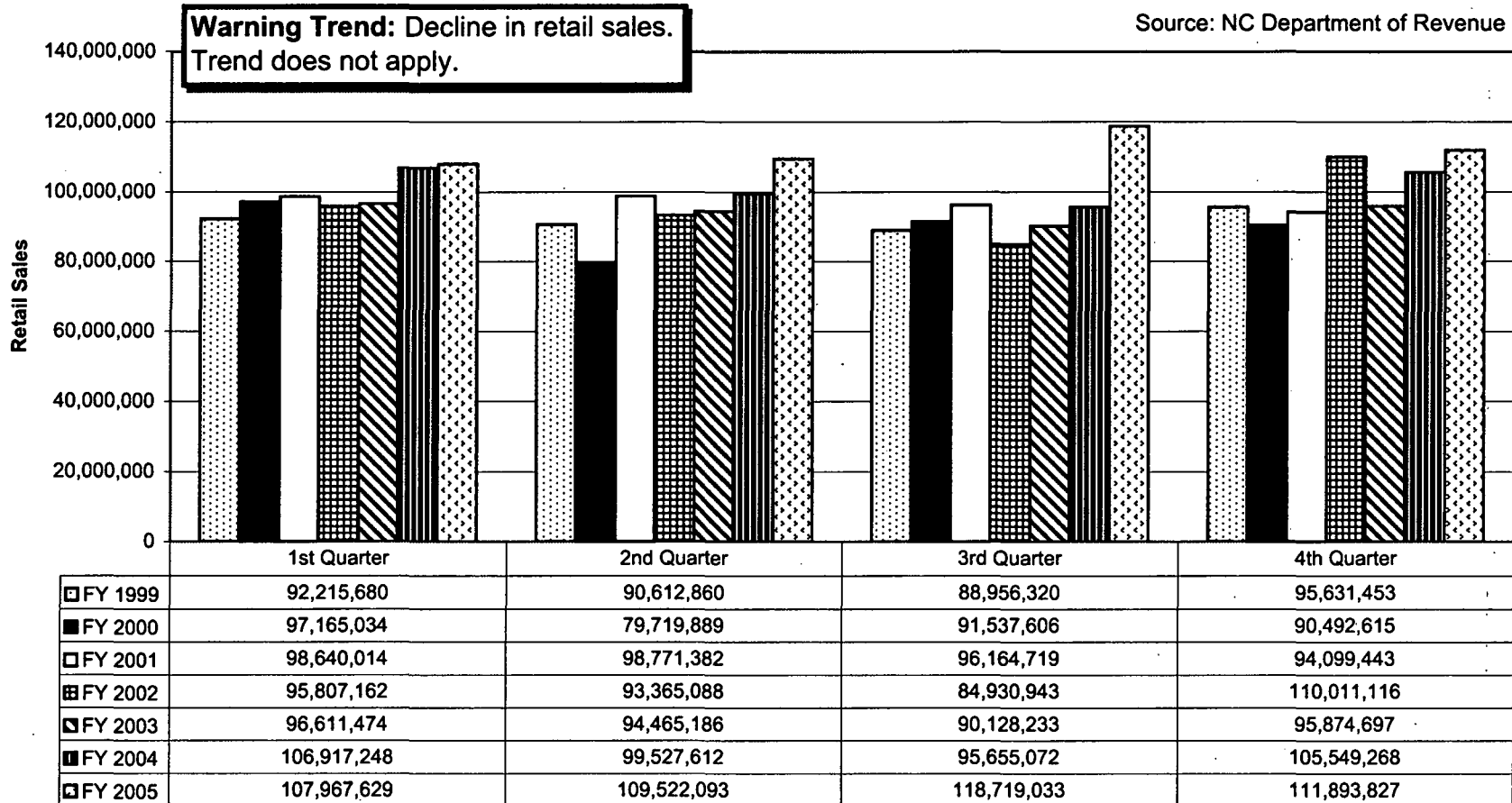
**Table 2: Chatham County Unemployment Rate**

Source: NC Employment Security Commission



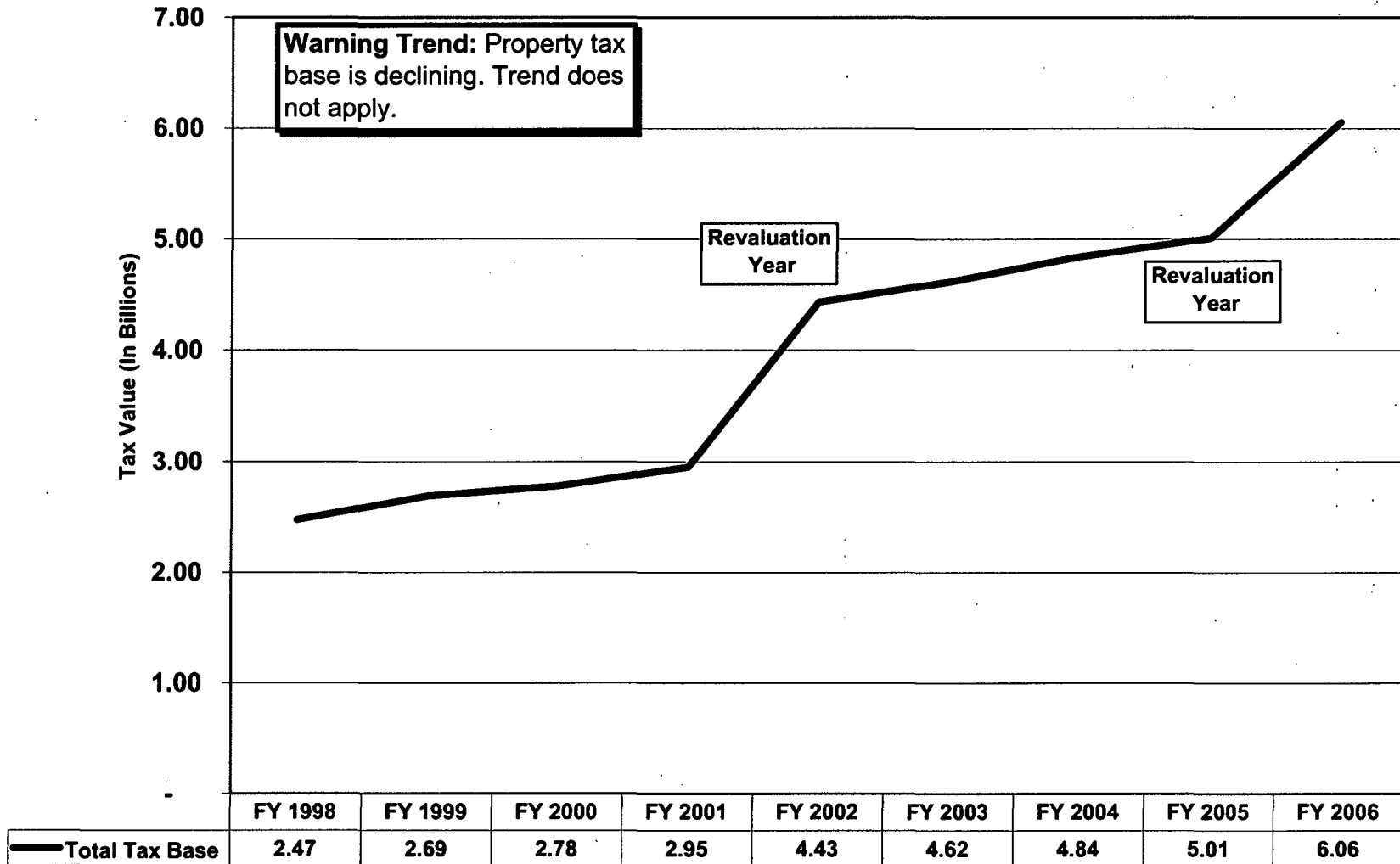
**Table 3: Chatham County Retail Sales**

Source: NC Department of Revenue



First Quarter: July-September  
 Second Quarter: October-December  
 Third Quarter: January-March  
 Fourth Quarter: April-June

**Table 4: Chatham County Tax Base**



## Tax Rate Information for FY 2005-06

59.7 cents/\$100 in property value

Unadjusted rate ranks 49<sup>th</sup> in the state (the statewide average rate is 66.39 cents)

The effective tax rate 58.02 (which takes into account market value of property) ranks 53<sup>rd</sup> in the state (the statewide average is 58.62).

Source: North Carolina Association of County Commissioners Budget and Tax Survey for FY 05-06

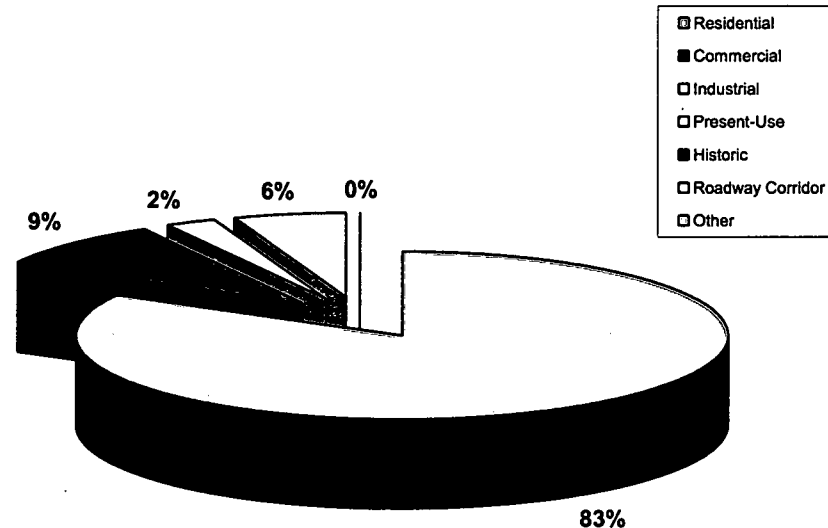
## Tax Base Information for FY 2004-05

83% of Chatham County's tax base is residential; 9% is commercial; 2% is industrial; and 6% is present use.

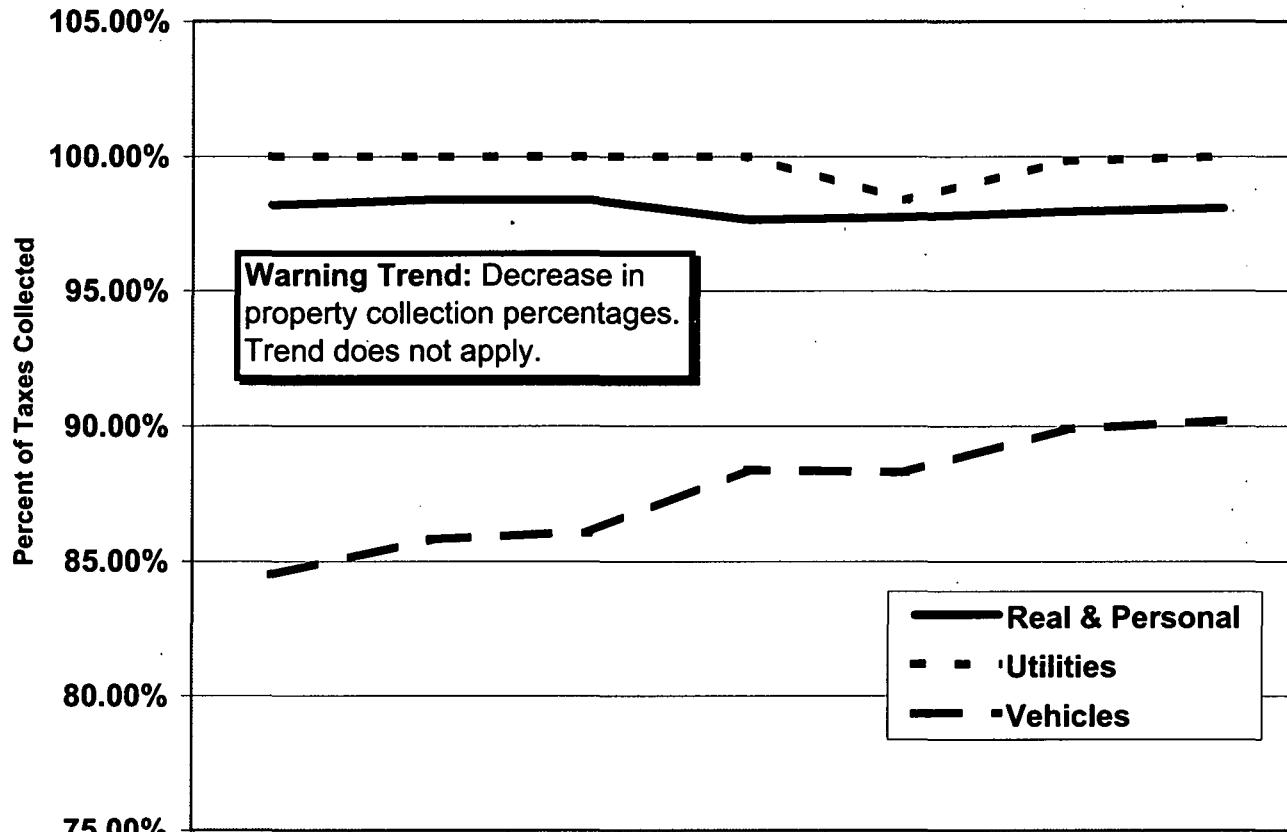
In comparison of counties reporting statewide, 78% of the tax base is residential; 17% is commercial; 3% is industrial; and 2% is present use.

Source: NC Department of Revenue, Tax Research Division

Table 5: Composition of Chatham County's Tax Base FY 2004-05



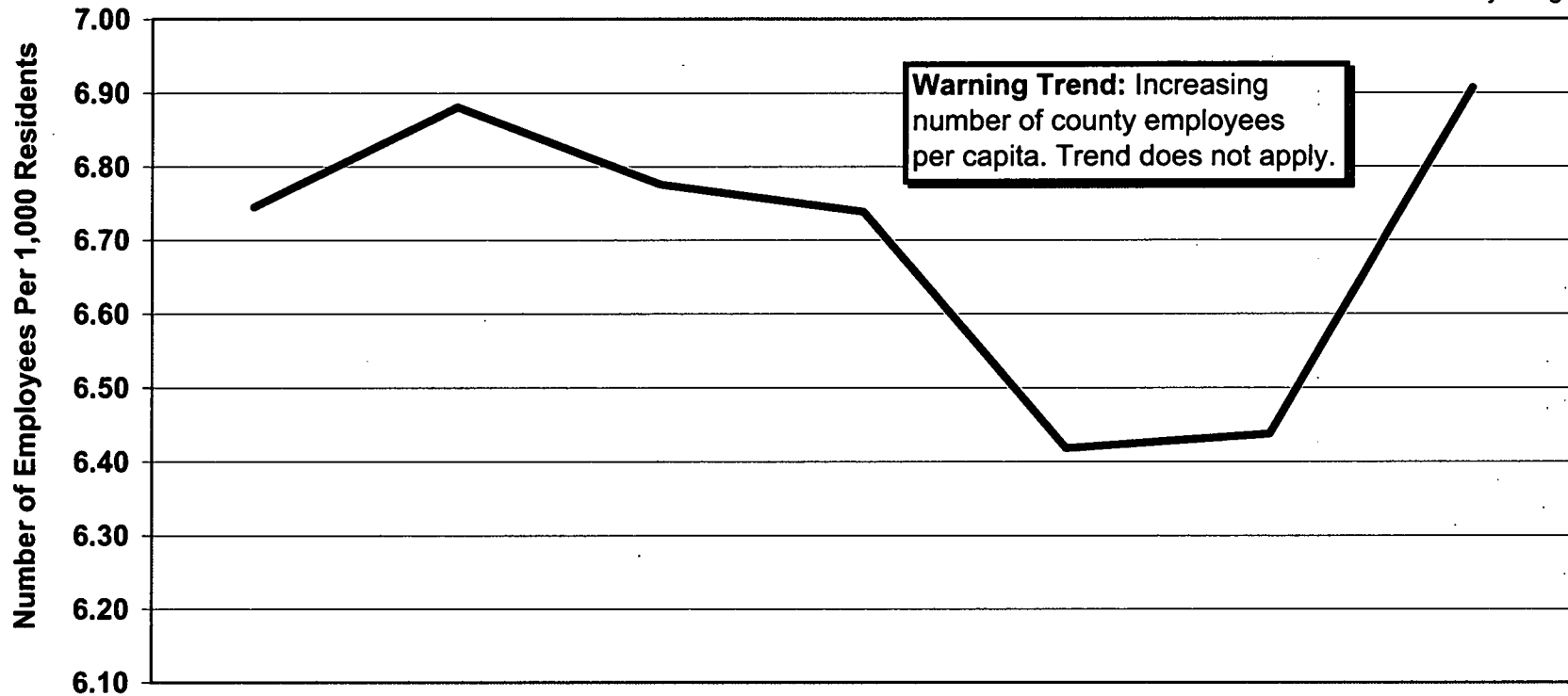
**Table 6: Chatham County Tax Collection Percentages**



	FY 1999	FY 2000	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005
Real & Personal	98.20%	98.39%	98.39%	97.65%	97.74%	97.95%	98.08%
Utilities	100.00%	100.00%	100.00%	100.00%	98.38%	99.84%	100%
Vehicles	84.50%	85.81%	86.10%	88.38%	88.31%	89.89%	90.21%

**Table 7: Number of County Employees Per 1,000 Residents**

Source: Chatham County Budgets

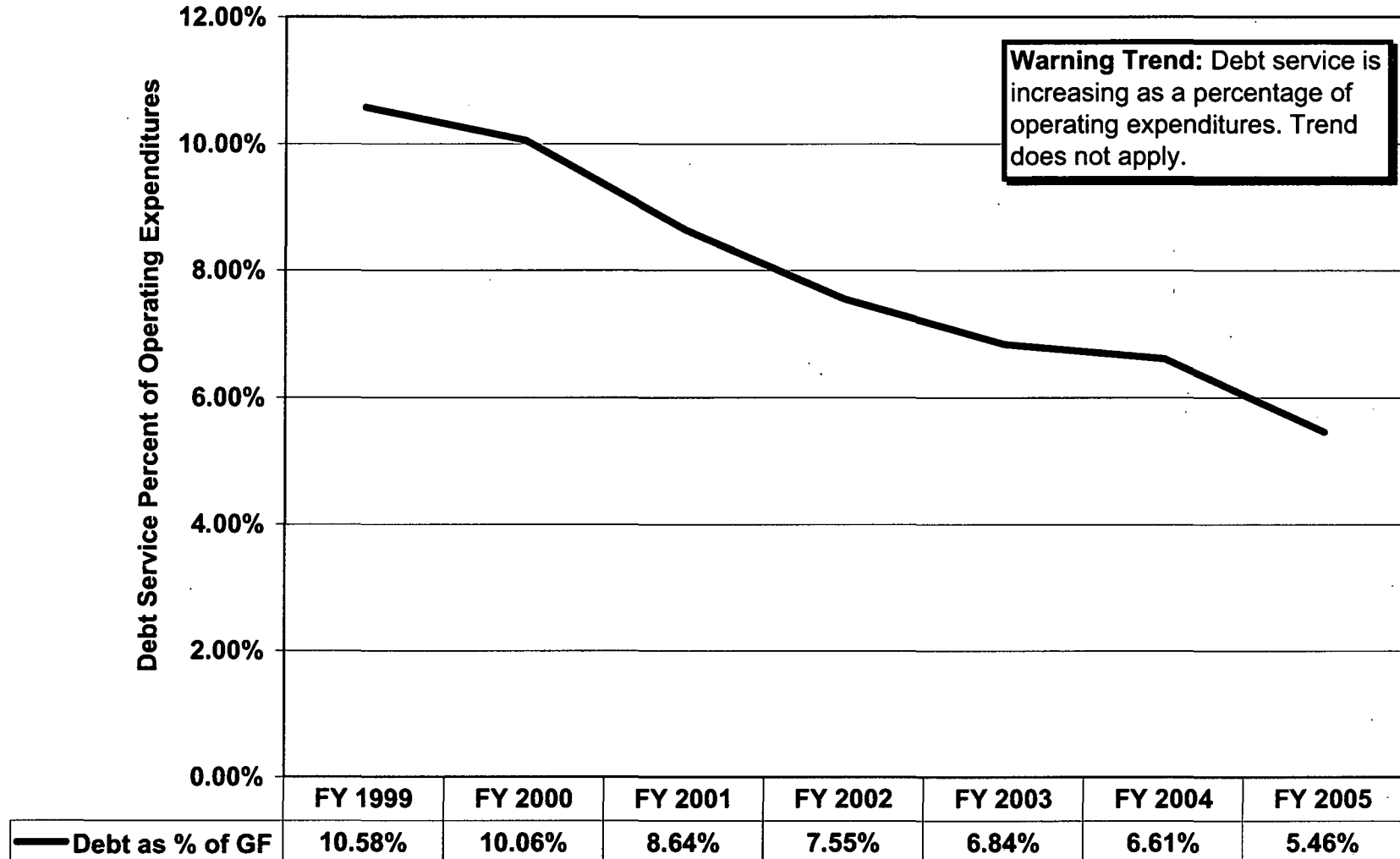


	FY 1999	FY 2000	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005
Series1	6.75	6.88	6.78	6.74	6.42	6.44	6.91

According to the NCACC FY 05 Budget and Tax Survey, Chatham County ranks 68th out of 100 counties in the number of county employees per 1,000 residents. The statewide average is 8.58 county employees per 1,000 residents.

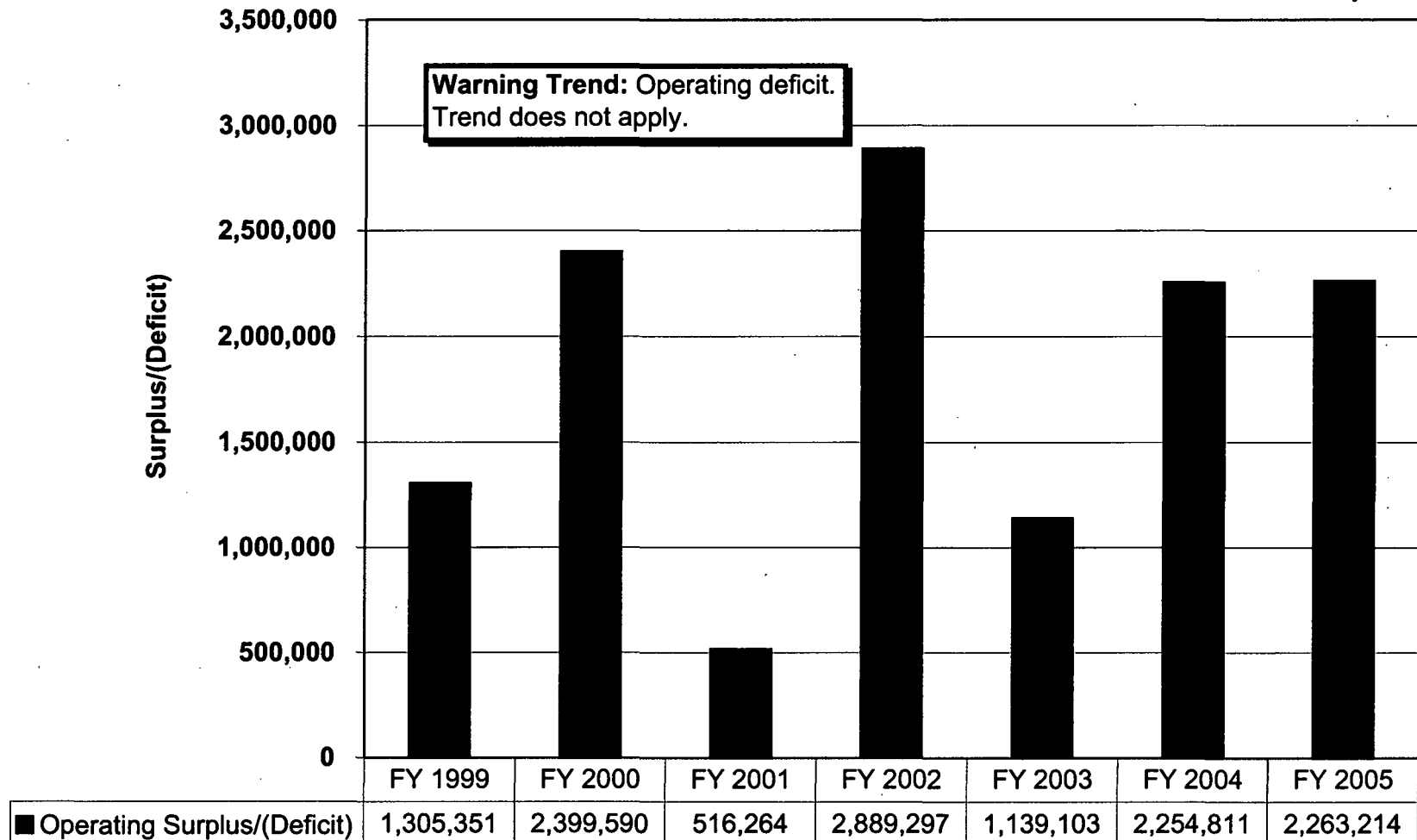
**Table 8: Debt Service as Percent of Operating Expenditures: General Fund**

Source: Chatham County CAFRs



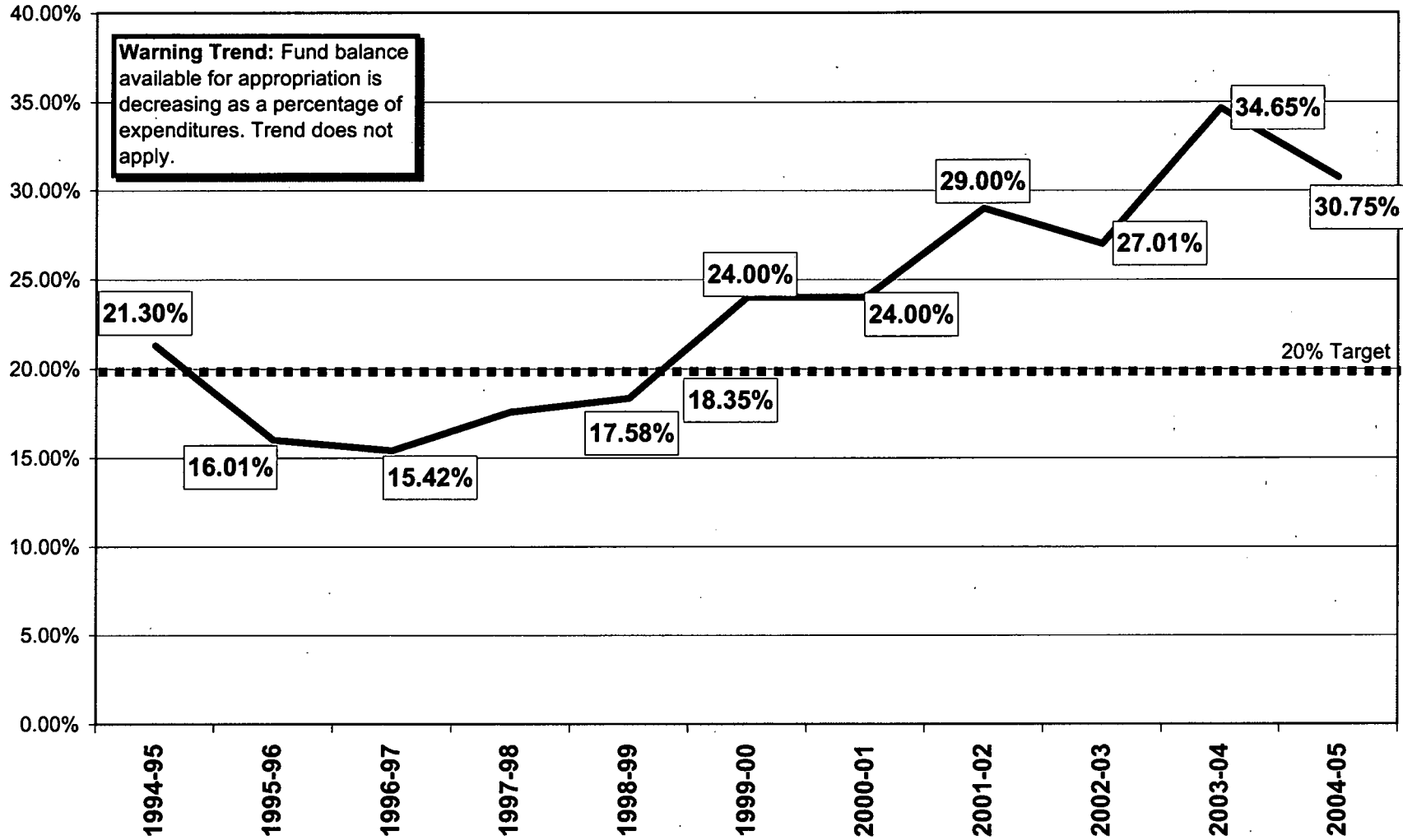
**Table 9: Chatham County Operating Surplus/(Deficit)  
General Fund**

Source: Chatham County CAFRs



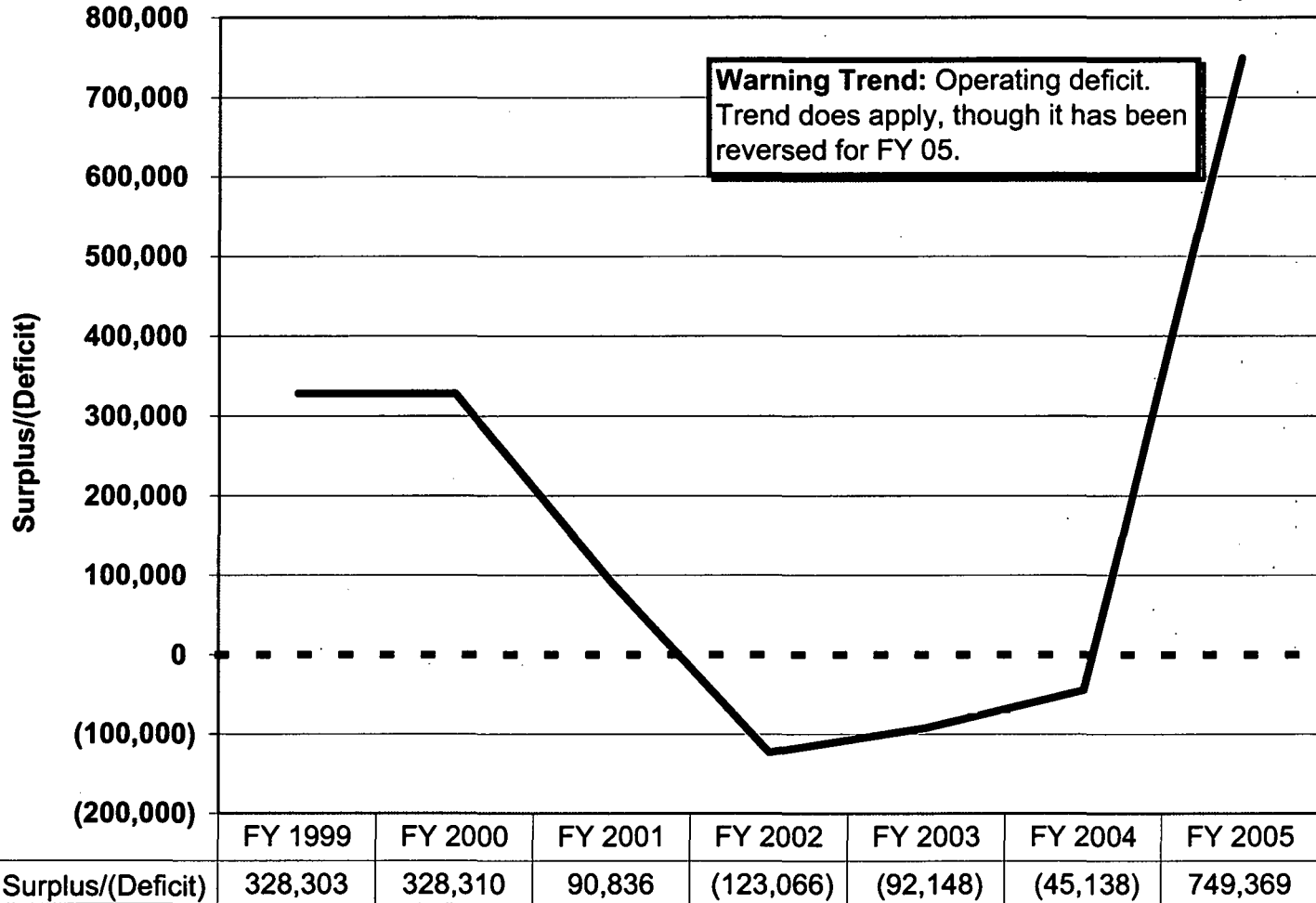


**Table 10: General Fund Fund Balance as % of Expenditures**

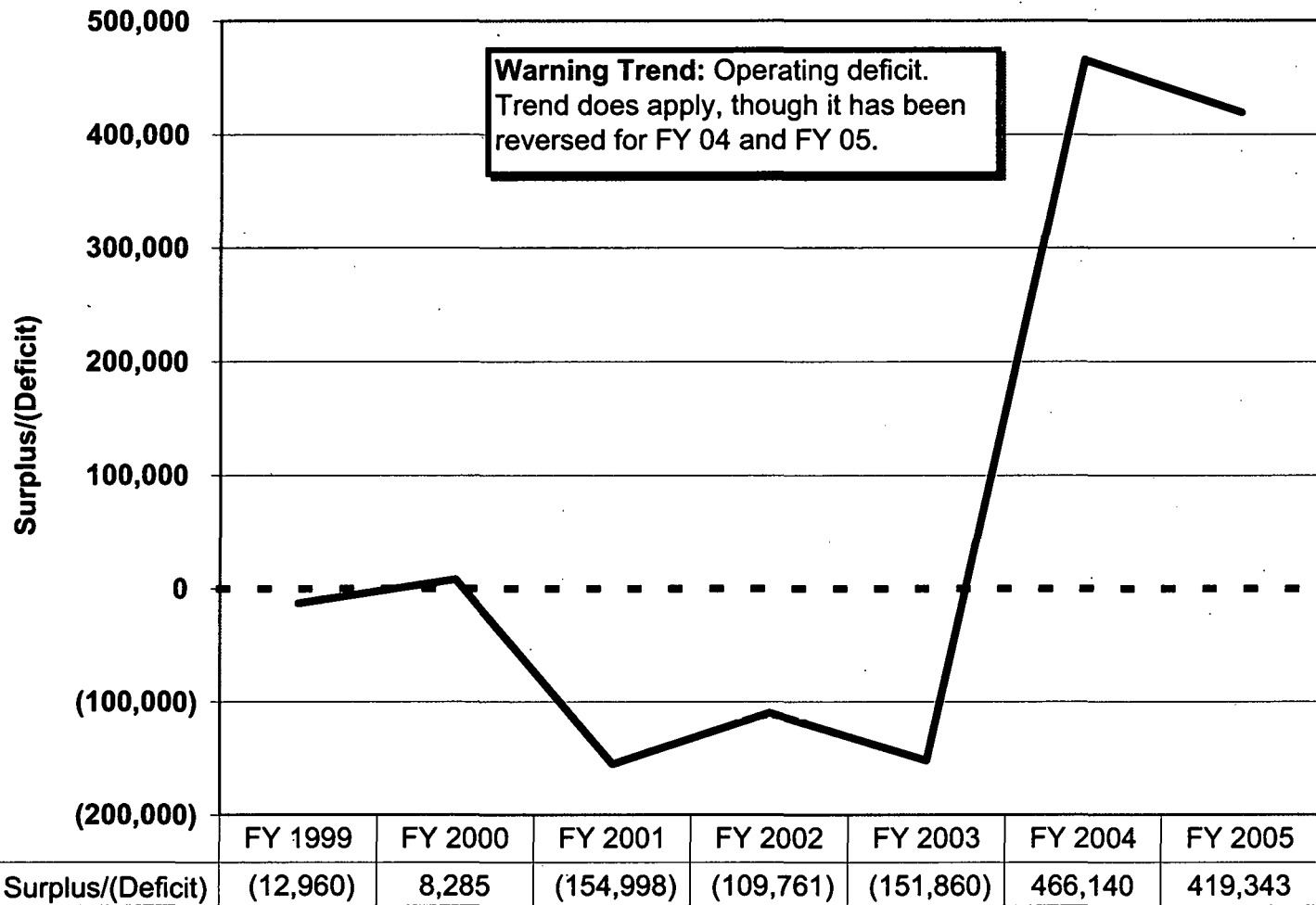


**Table 11: Operating Surplus/(Deficit)  
Water Fund**

Source: Chatham County CAFRs

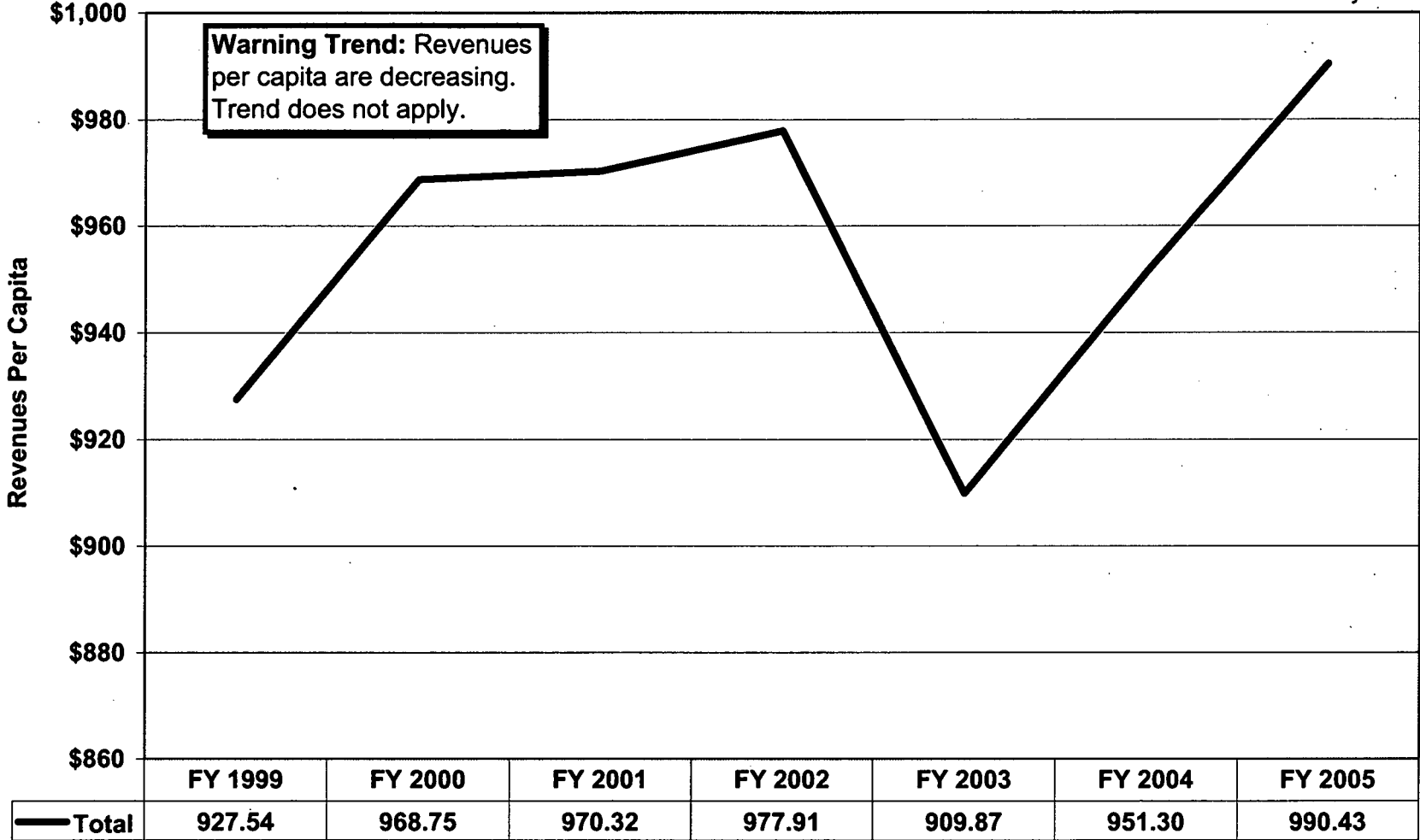


**Table 12: Operating Surplus/(Deficit)  
Waste Management Fund**



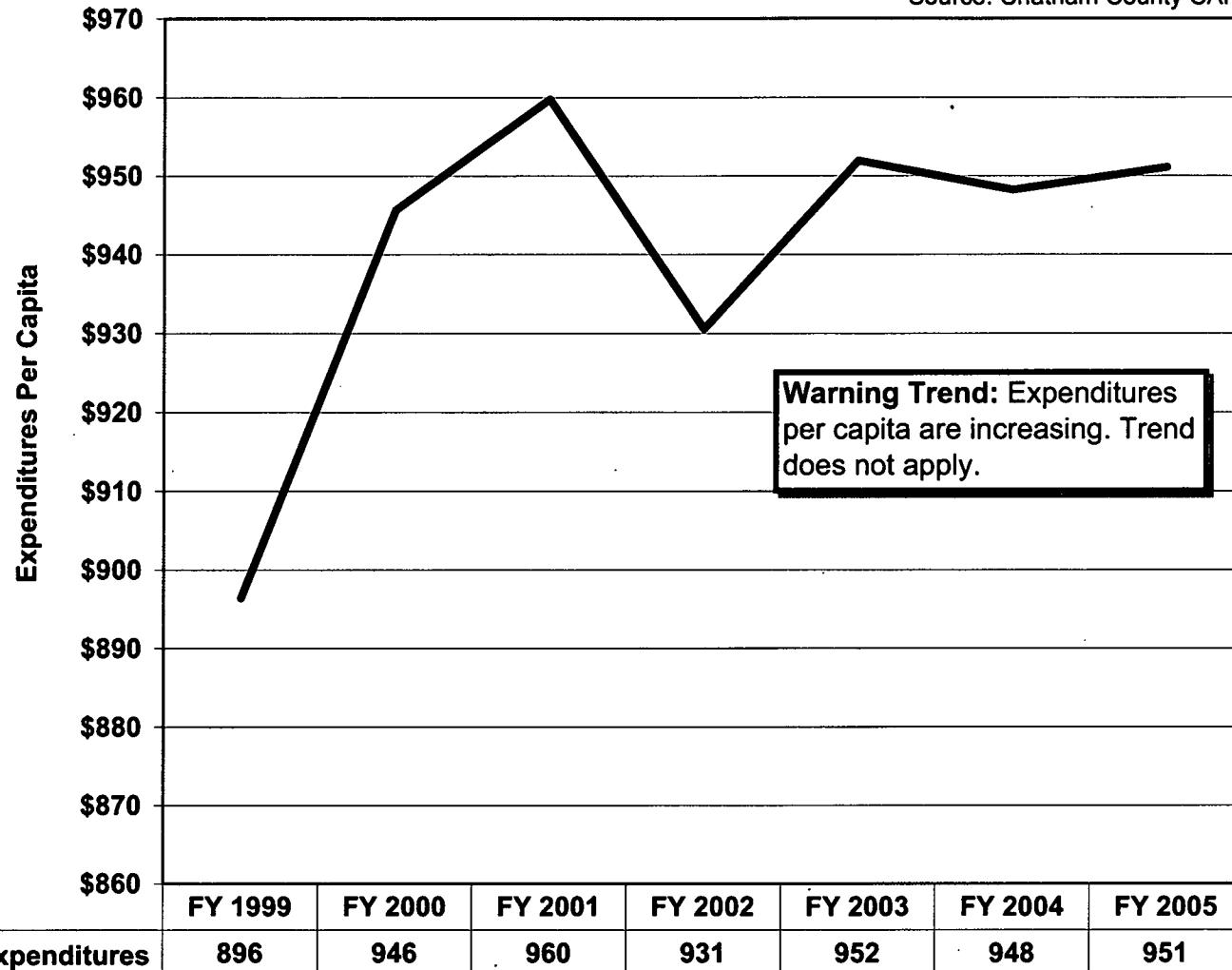
**Table 13: Revenues Per Capita (Constant Dollars)--Excluding Loan Proceeds**

Source: Chatham County CAFRs



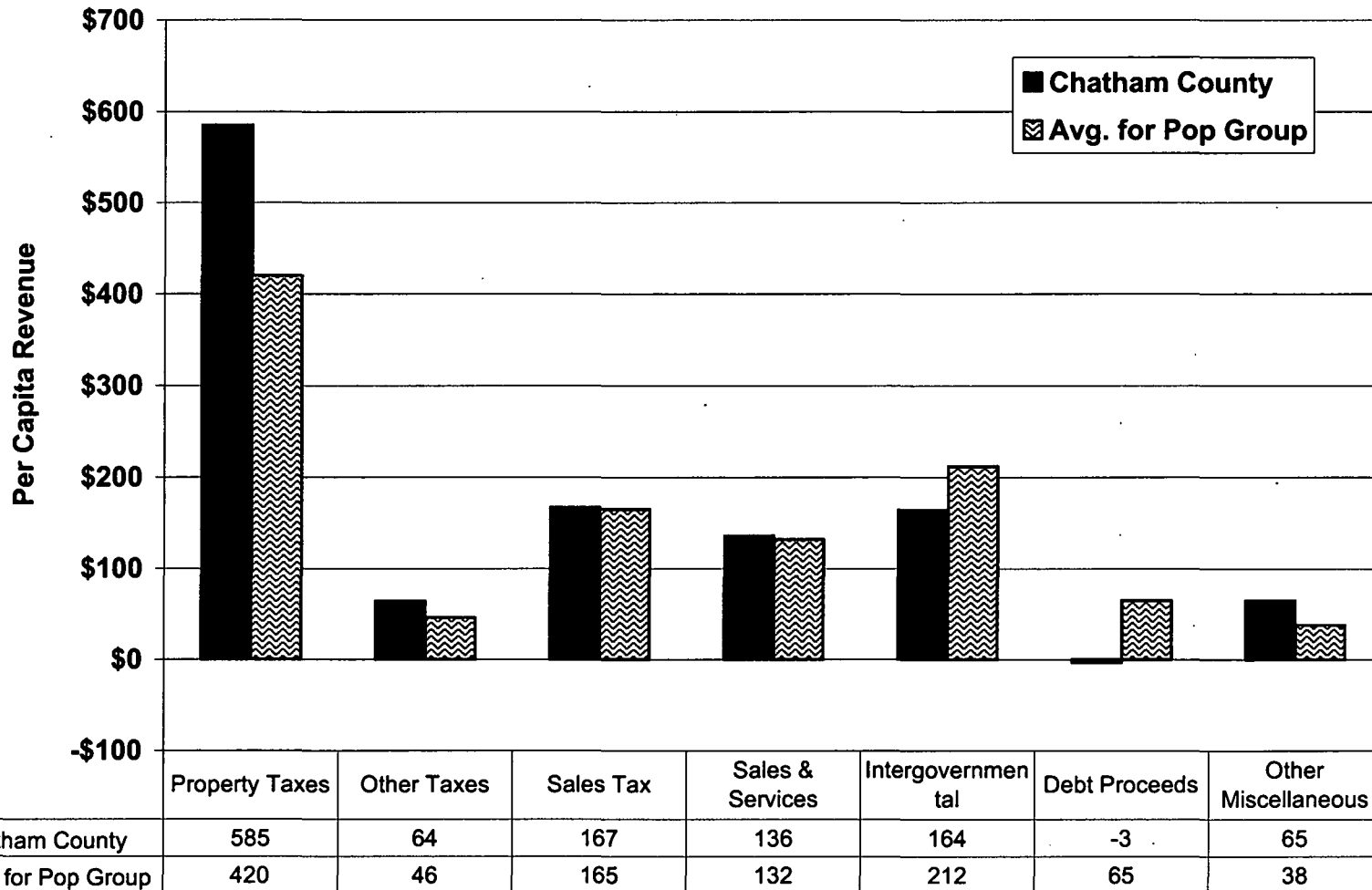
**Table 14: Expenditures Per Capita (Constant Dollars)**

Source: Chatham County CAFRs

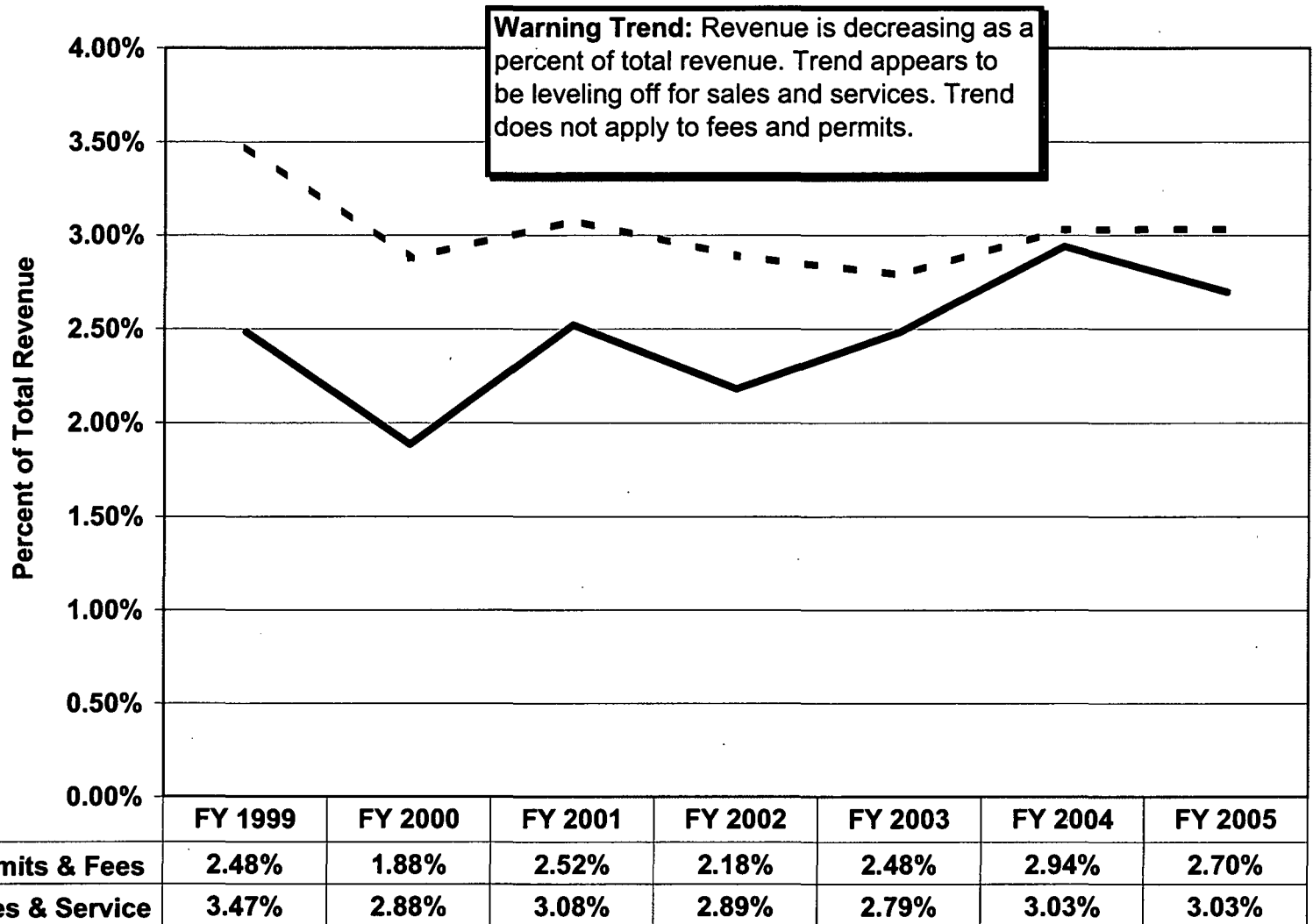


**Table 15: FY 2004 Per Capita Revenue Comparison  
For Counties 50,000-99,999 Population**

Data Source: NC State Treasurer

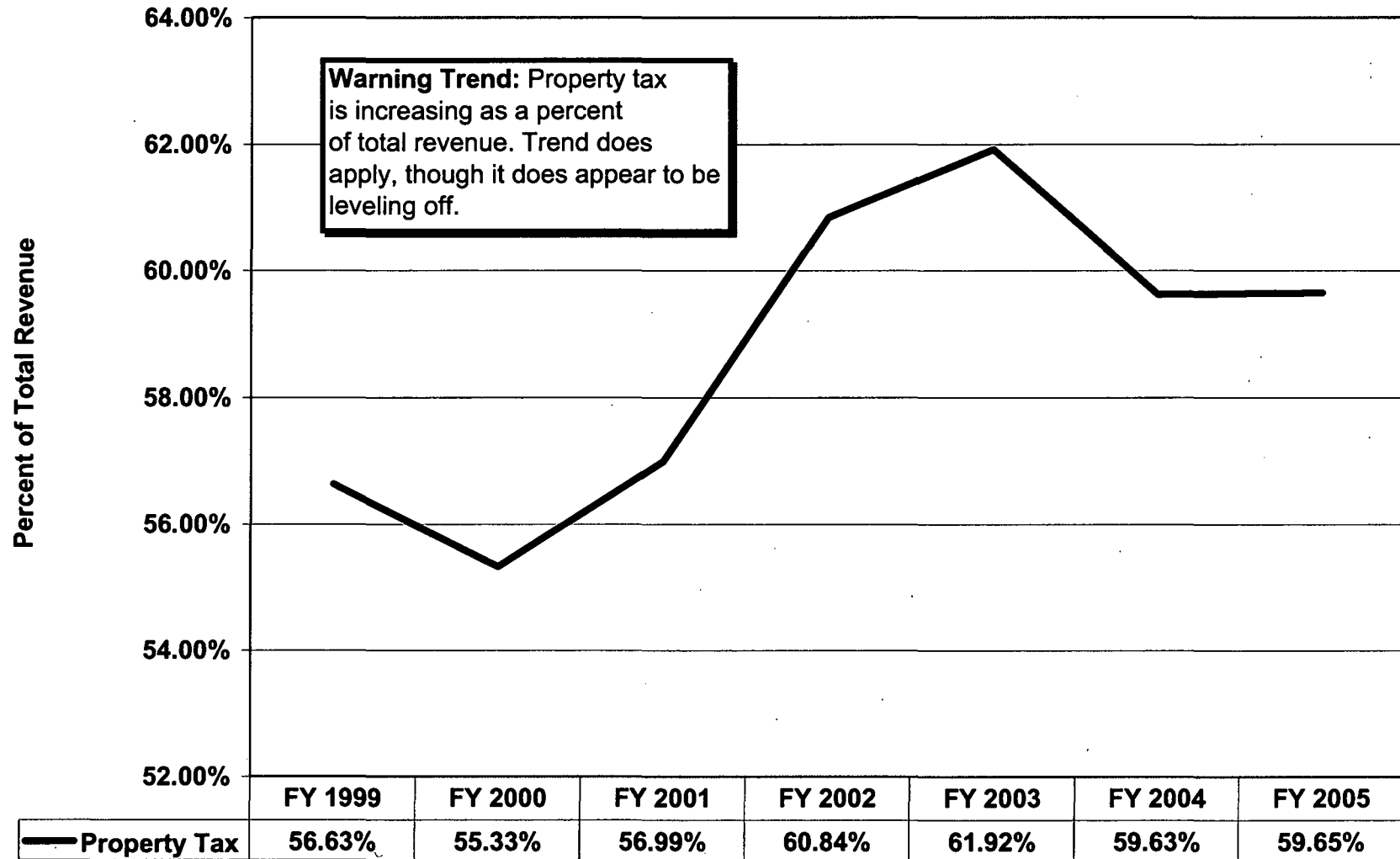


**Table 16: Charges, Fees, and Permits as Percent of Total Revenue**



**Table 17: Property Tax as Percent of Total Revenue**

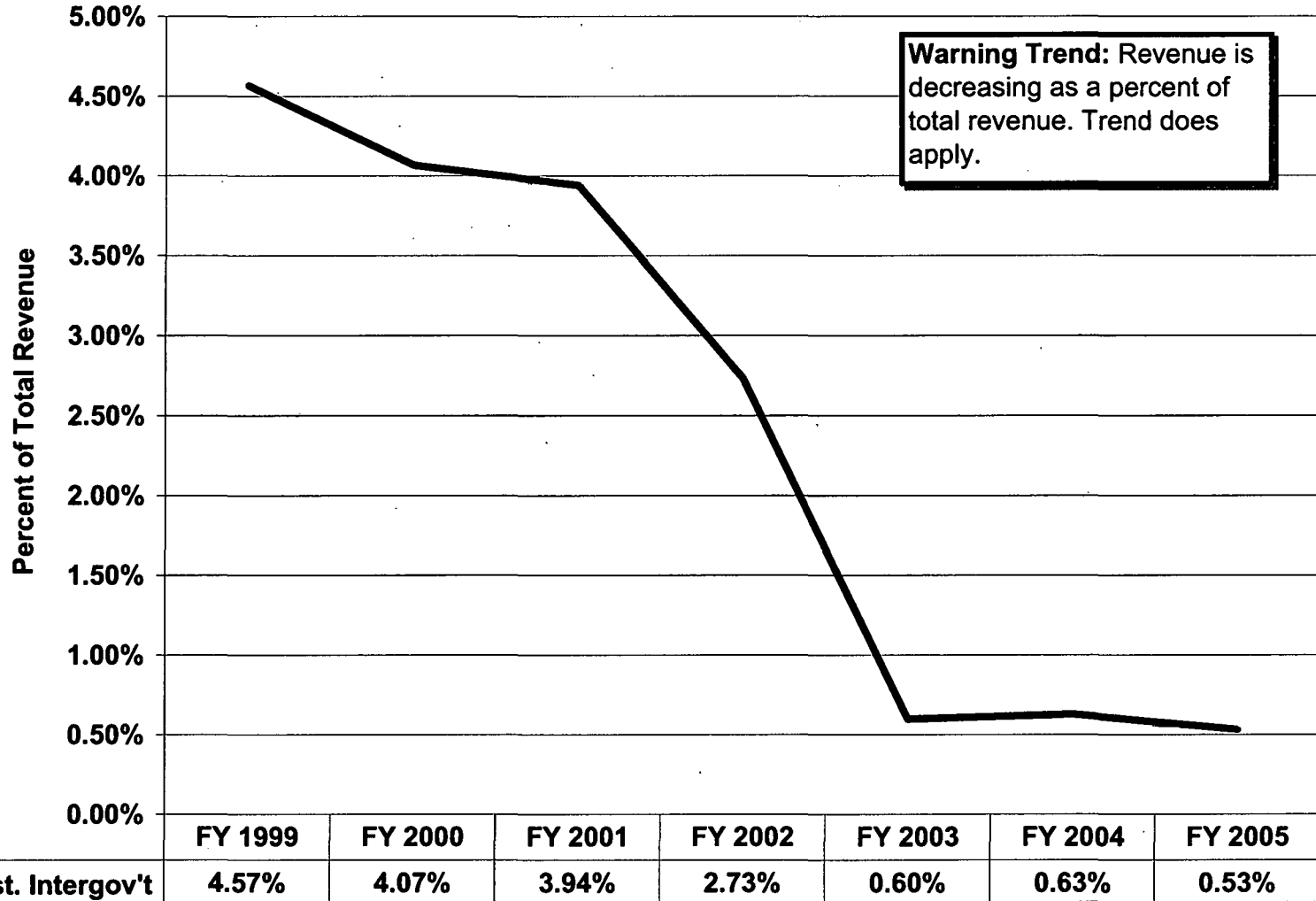
Source: Chatham County CAFRs





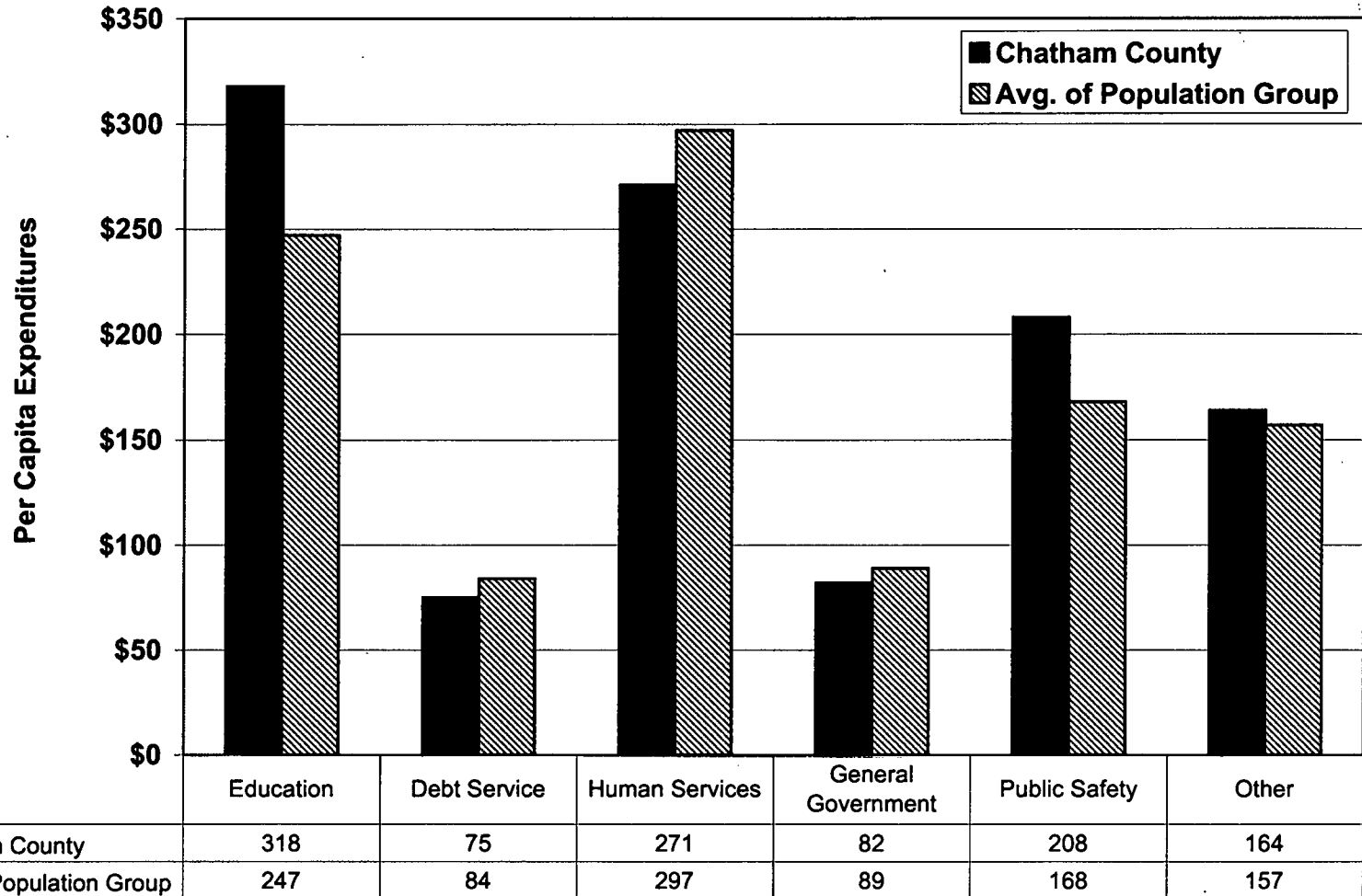
**Table 18: Unrestricted Intergovernmental Revenue as Percent of Total Revenue**

Source: Chatham County CAFRs



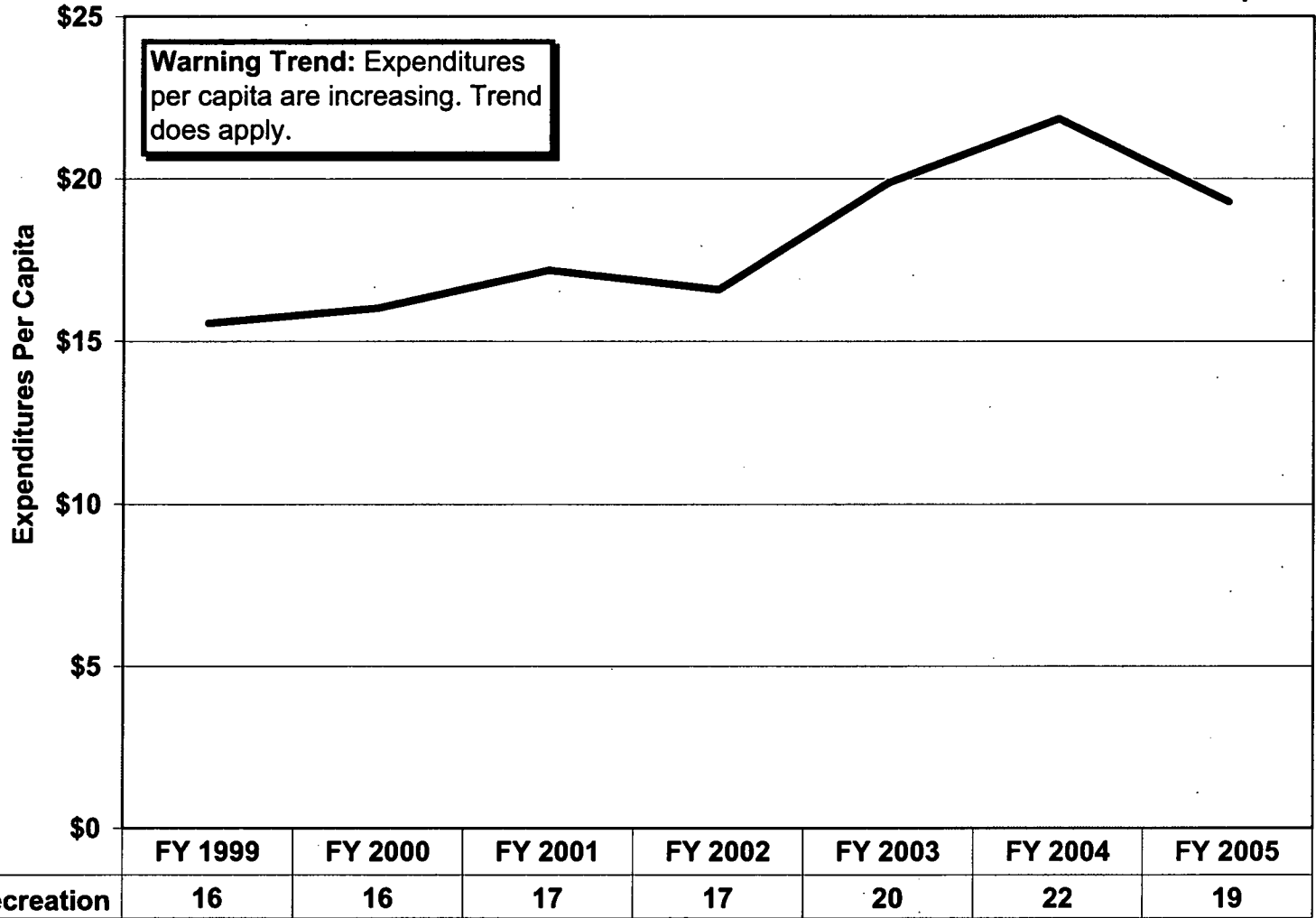
**Table 19: FY 2004 Per Capita Expenditure Comparison  
For Counties 50,000-99,999 Population**

Data Source: NC State Treasurer



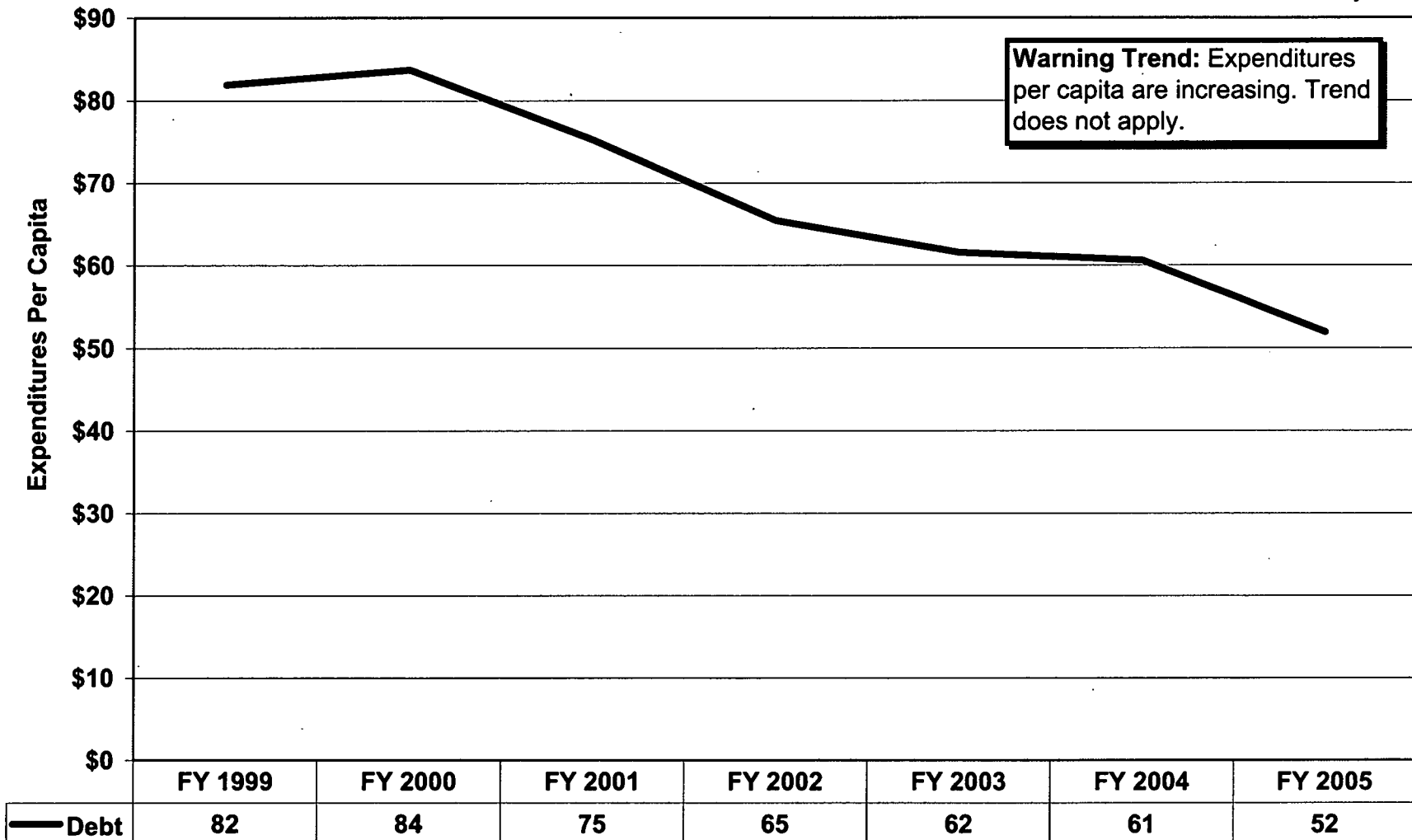
**Table 20: Expenditures Per Capita for Culture & Recreation  
(Constant Dollars)**

Source: Chatham County CAFRs



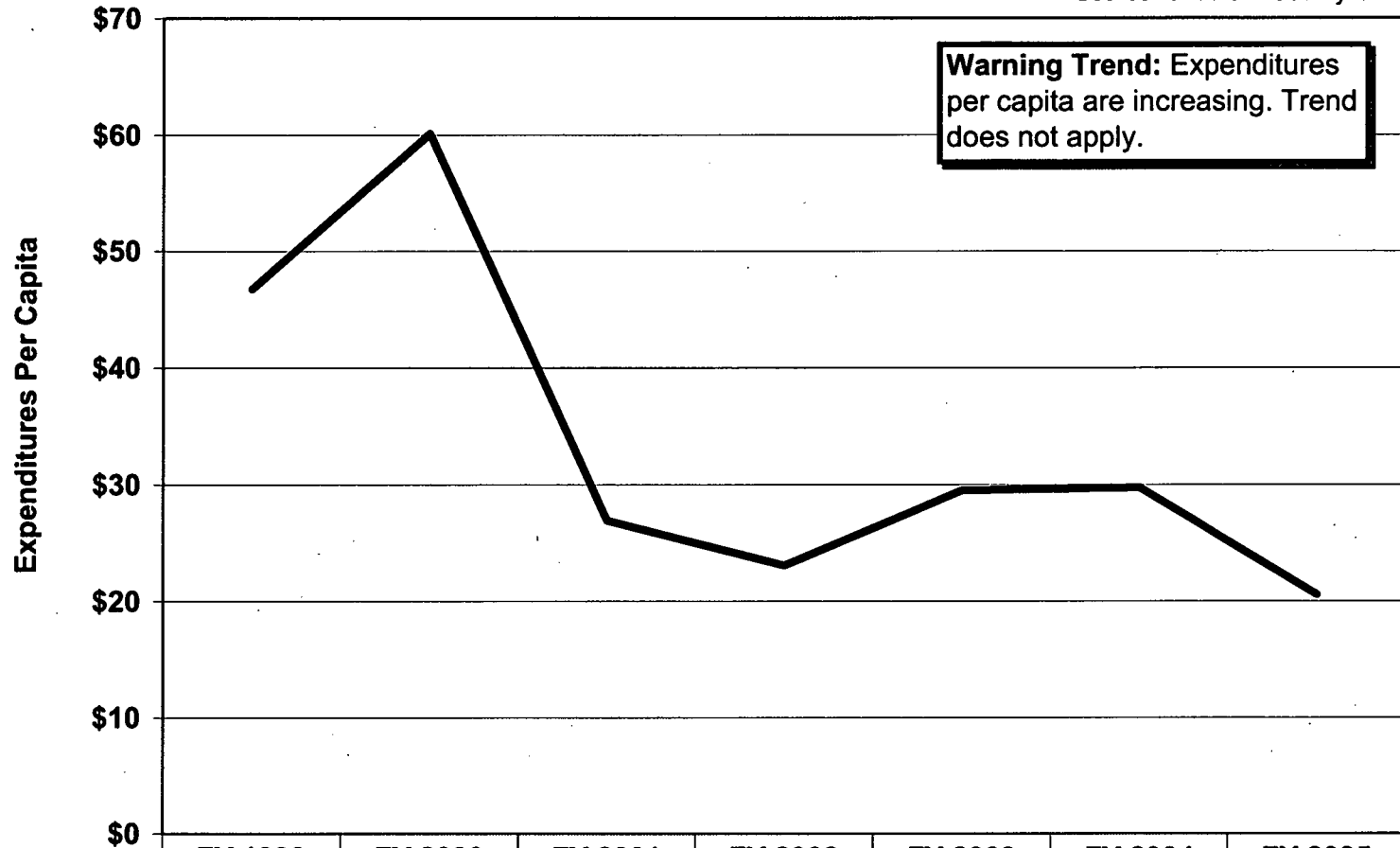
**Table 21: Expenditures Per Capita for Debt  
(Constant Dollars)**

Source: Chatham County CAFRs



**Table 22: Expenditures Per Capita for Economic and Physical Development  
(Constant Dollars)**

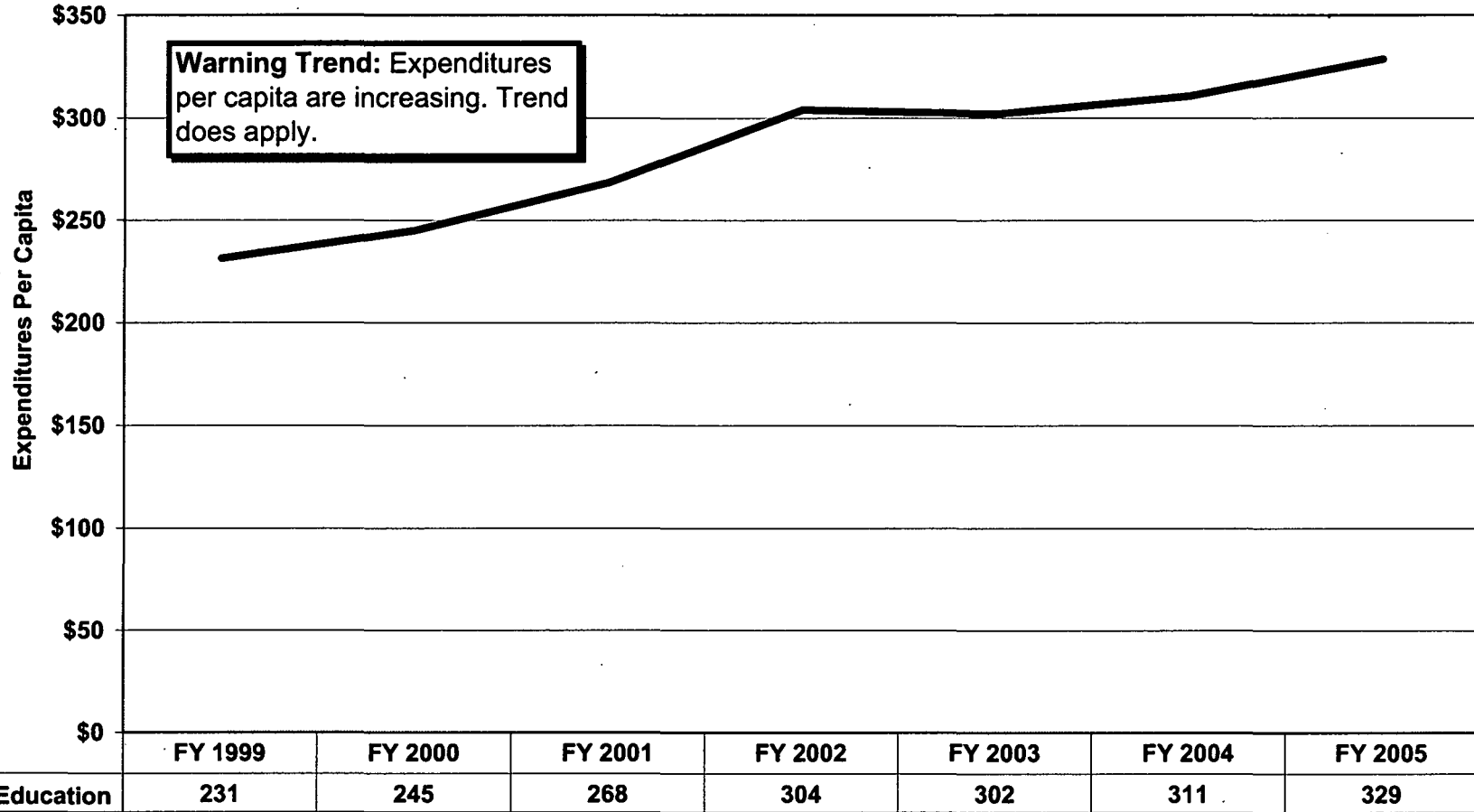
Source: Chatham County CAFRs



	FY 1999	FY 2000	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005
— Economic & Physical Development	47	60	27	23	30	30	21

**Table 23: Expenditures Per Capita for Education  
(Constant Dollars)**

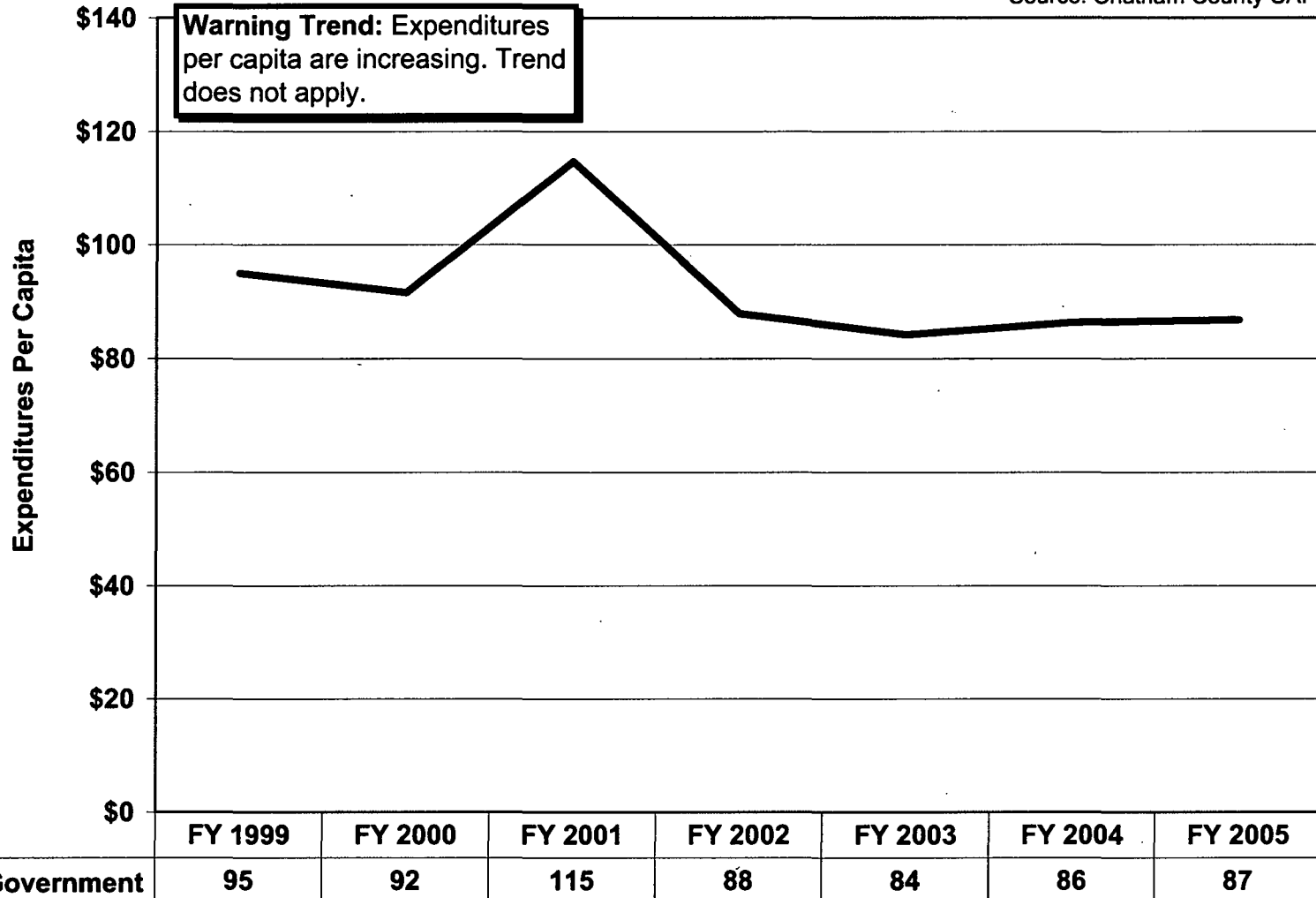
Source: Chatham County CAFRs



According to the NCACC FY 05 Budget and Tax Survey, Chatham County ranks 9th out of 100 counties in total spending per student. Chatham ranks 5th in current expense and supplement spending per student.

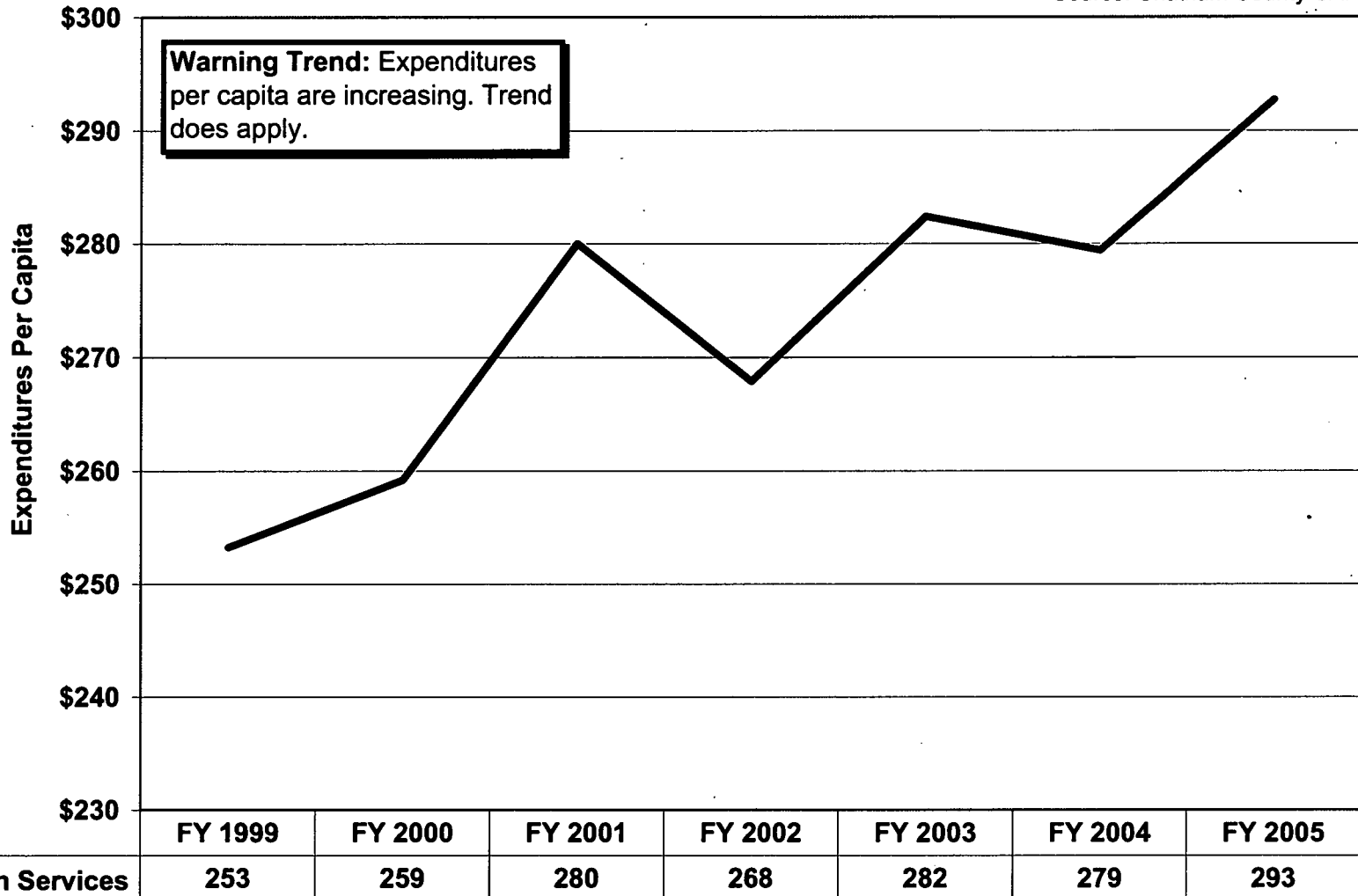
**Table 24: Expenditures Per Capita for General Government (Constant Dollars)**

Source: Chatham County CAFRs



**Table 25: Expenditures Per Capita for Human Services  
(Constant Dollars)**

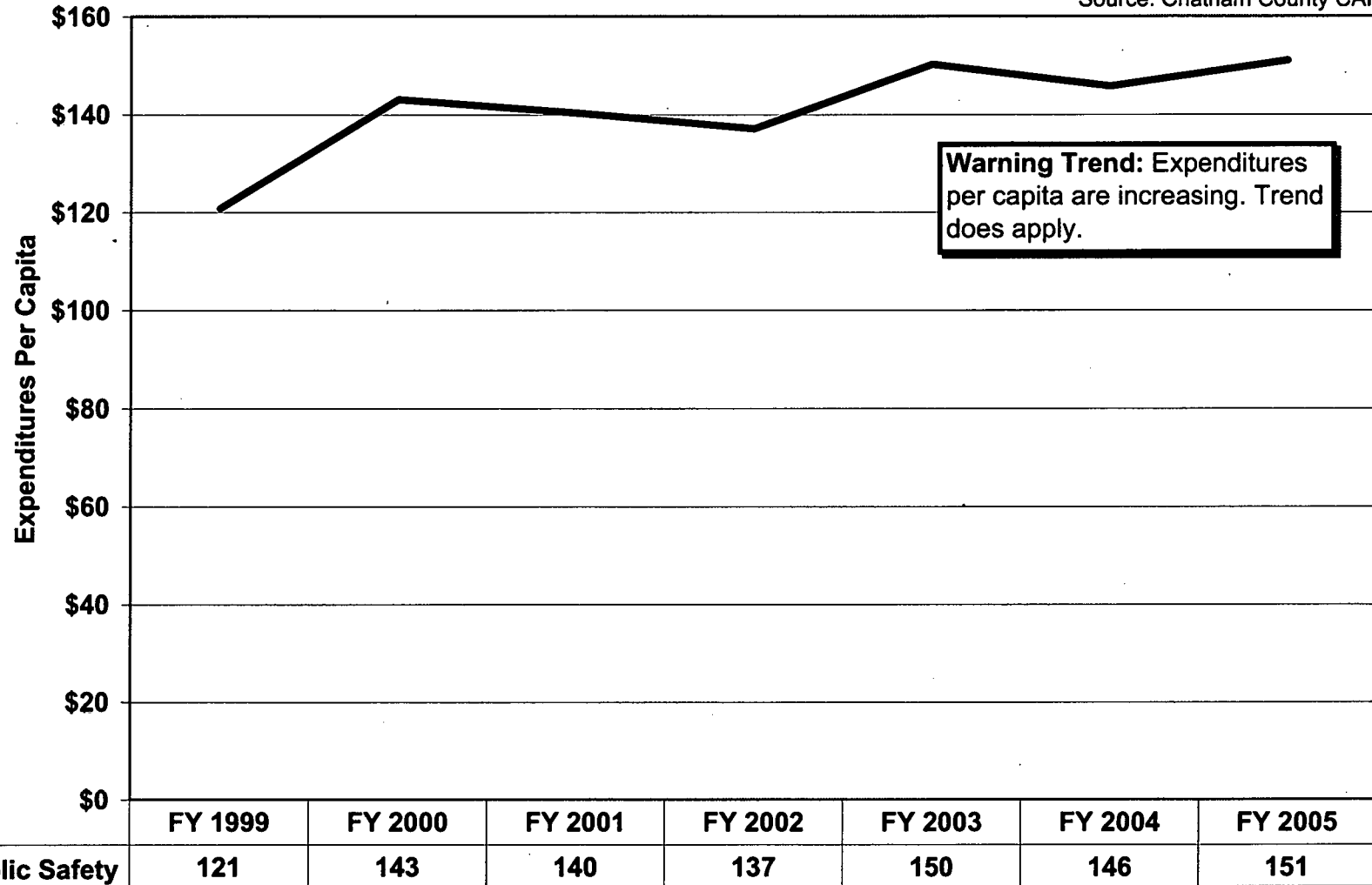
Source: Chatham County CAFRs





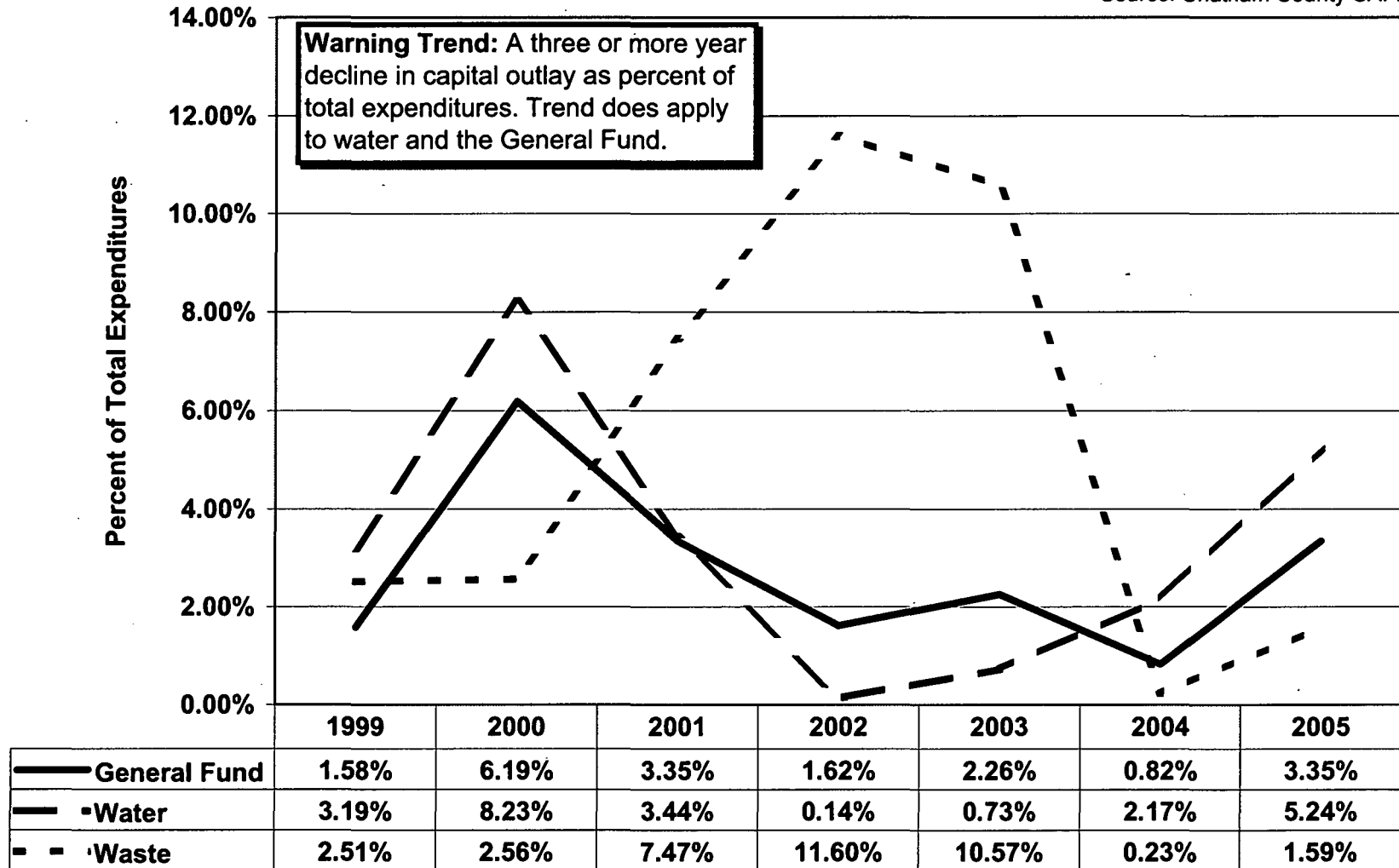
**Table 26: Expenditures Per Capita for Public Safety (Constant Dollars)**

Source: Chatham County CAFRs



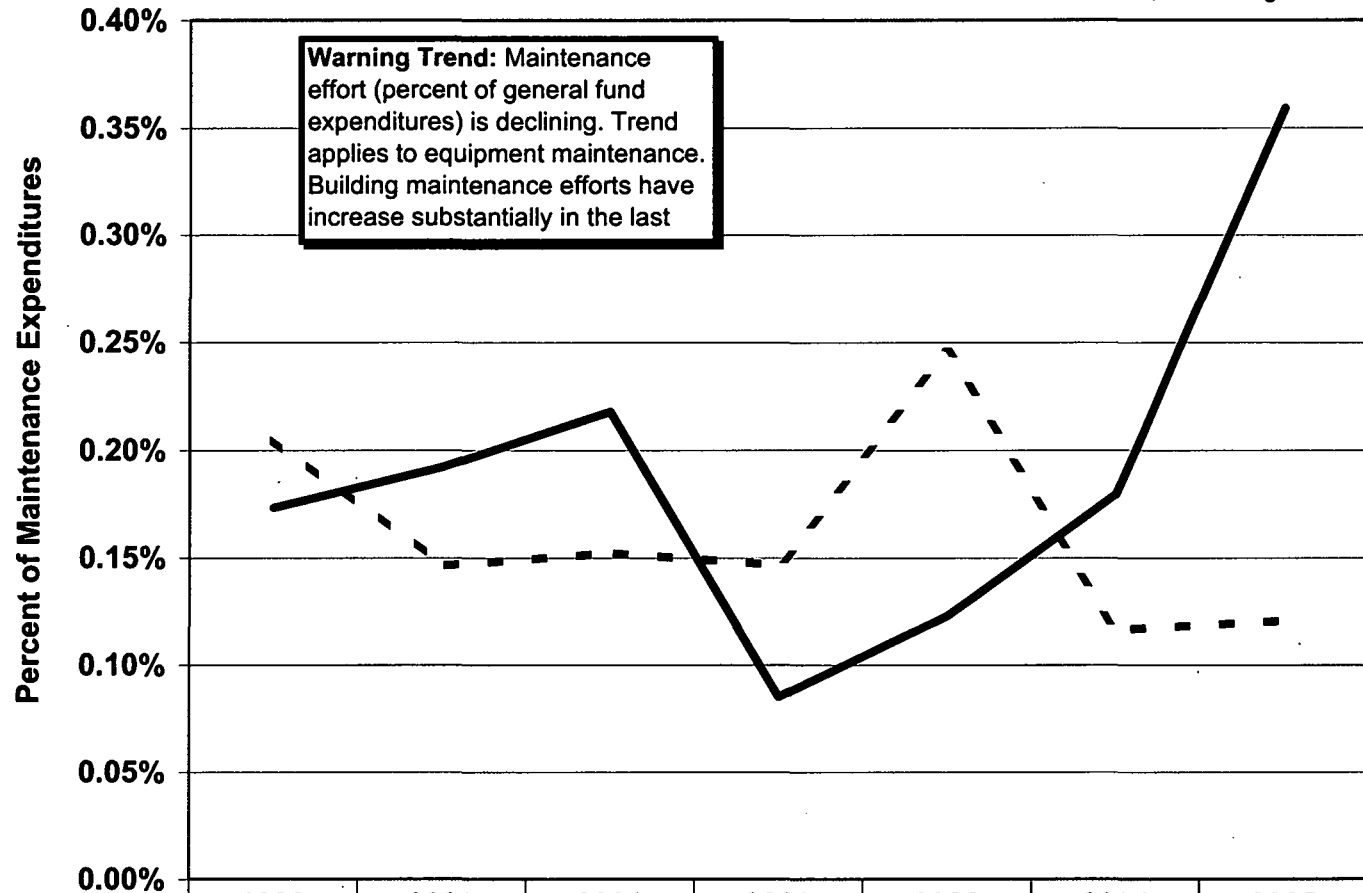
**Table 27: Capital Outlay as Percent of Total Expenditures**

Source: Chatham County CAFRs



**Table 28: Maintenance Expenditures As Percent of General Fund**

Source: Accounting Software



	1999	2000	2001	2002	2003	2004	2005
<b>— Building Maintenance</b>	<b>0.17%</b>	<b>0.19%</b>	<b>0.22%</b>	<b>0.09%</b>	<b>0.12%</b>	<b>0.18%</b>	<b>0.36%</b>
<b>- - Equipment Maintenance</b>	<b>0.20%</b>	<b>0.15%</b>	<b>0.15%</b>	<b>0.15%</b>	<b>0.25%</b>	<b>0.12%</b>	<b>0.12%</b>

# **FY 06-07 Major Issues**

# About Major Issues

- Departments identify important issues they will face in the upcoming budget
- Needs are prioritized in teams
- Purpose is to minimize surprises and give you full information to set priorities

# New Positions

- Staffing (County Manager's Office, Finance, and Buildings and Grounds)
- Increase park attendants to full time (Recreation)
- Elections staffing
- Appraisal position (Tax)
- Listing and collections position (Tax)
- Personnel Officer I (Health)

# New Positions Con't

- Interpreter position (Health)
- Increase HIV case manager from 75 % to full time (Health)
- Establish Family Services Program Administrator (Social Services)
- Adult Medicaid caseworker (Social Services)
- Family and children Medicaid caseworker (Social Services)
- Processing Assistant V position (Social Services)
- Landfile database technician (Central Permitting)
- Second soil erosion and sedimentation control officer (Health)

# New Positions Con't

- Full time Food, Lodging and Institution sanitarian position (Health)
- Two additional positions (Planning)
- Soil conservationist (Soil & Water)
- Utility inspector (Water)
- Two sworn detention officers (Jail)
- Two sworn court officers (Sheriff)



# Replace Grant Funding

- 50% Breast and Cervical Cancer position (Health)
- 50% Chronic disease program manager (Health)
- 50% Interpreter position (Health)
- 20% Medical lab technician (Health)

# Operating Increases/Other

- Website redesign (County Manager)
- Row Together program (Cooperative Extension)
- More space (Recreation)
- Bird Flu (awareness only) (Cooperative Extension)
- Additional funding for western senior center (Council on Aging)
- Travel reimbursement (Council on Aging)
- Temporary staff for scanning records as part of Imaging/EDMS project (Social Services)
- Change in On Site Wastewater fees collection (Health)
- Subsidized spay/neuter program

# CIP Items

- Renovation of the Agriculture Building
- Space for Board of Elections
- Space for Register of Deeds
- Space for Soil and Water
- Merging Water offices with permitting (Dunlap renovations)
- Future of waste disposal
- Additional solid waste collection center

**MINUTES  
CHATHAM COUNTY  
BOARD OF COMMISSIONERS  
BOARD SUMMIT  
JANUARY 04, 2006**

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The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Henry H. Dunlap, Jr. Building Classroom, located in Pittsboro, North Carolina, at 9:00 AM on January 04, 2006.

Present: Chairman Bunkey Morgan; Vice Chairman Tommy Emerson; Commissioners Patrick Barnes, Mike Cross, and Carl Outz; County Manager, Charlie Horne; County Attorney, Robert L. Gunn; Assistant County Manager, Renee Dickson; and Finance Officer, Vicki McConnell

**Tentative Agenda**

*January 04, 2006*

**Capital Improvements Plan**

- General Fund
- Utilities: Water Update and Sewer (re: Goldston)

**Budget**

- Major Issues
- 2006 Revenues: Current and Projected (end of year)
- 2007 Revenue Projections
- Operating Budget 2007
- Board of Commissioners' Priorities

**Board Time**

- Other Issues

The Chairman called the Board Retreat to order at 9:00 AM.

**CAPITAL IMPROVEMENTS PLAN**

**Utilities: Water Update and Sewer:**

Tim Carpenter, Hobbs, Upchurch, & Associates engineer, presented an update on efforts to achieve additional water capacity for the future. The Board had extended discussions on the two options and agreed that the County Manager could continue discussions with both Harnett County and the City of Sanford.

The Assistant County Manager presented the Water Capital Improvements Plan.

The Board discussed moving the Goldston Sewer project to a later year and budgeting the water capacity upgrade. The Assistant County Manager suggested that they use the costliest scenario for purposes of budgeting for the capacity upgrade, but present all three options. The presentation is attached hereto and by reference made a part hereof.

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve the Recommended Water CIP with the changes noted above. The motion carried 5 to 0.

Debra Henzey, Grants and Special Projects Manager, made a presentation on the feasibility of obtaining grants for various county projects. The presentation is attached hereto and by reference made a part hereof.

**Voting Equipment:**

The County Manager presented a draft letter to the governor seeking support for a special session of the General Assembly to enact a modest delay in implementation of Senate Bill 223, Public Confidence in Elections

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve the letter to be sent to the Governor of the State of North Carolina seeking support for a special session of the General Assembly to enact a modest delay in implementation of Senate Bill 223, Public Confidence in Elections. The motion carried 5 to 0.

**BUDGET**

By consensus the Board agreed that the County Manager should attempt to present a budget without a tax increase, but that the County Manager was not bound by this if additional resources were needed for high priority items.

The County Manager stated that he would present options for the Board to consider if a tax rate increase is recommended, including an option for no tax increase.

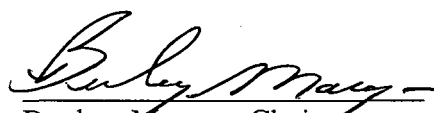
**Security Funds:**

The Finance Officer stated that the Administrative Office of the Courts (AOC) has been allotted approximately \$500,000 in funds from the US Department of Homeland Security and administered by the NC Department of Crime Control and Public Safety for court security equipment across the State. She stated that in order to help make the difficult decision of how to allocate the funds, a survey was designed to inform the AOC about the County's critical, prioritized needs for court security.

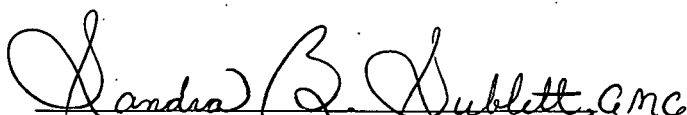
Commissioner Cross moved, seconded by Commissioner Barnes, to authorize the application for courtroom security funds. The motion carried 5 to 0.

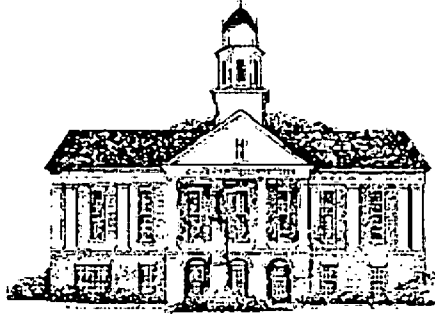
**ADJOURNMENT**

Commissioner Cross moved, seconded by Commissioner Emerson, to adjourn the meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 2:05 PM.

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners



**Chatham County Water System  
Project Updates (continued)  
“Comparison  
of  
Water Supply Options”**

**January 4, 2006**



## **LONG TERM (20 years) WATER SUPPLY COMPARISONS**

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- **Hobbs, Upchurch & Associates recently presented to the Chatham Board of Commissioners revised options from Harnett County which included participating in a purchase of 6.0 MGD from Harnett County while maintaining the operation of the Jordan Lake WTP at a production rate of 3.0 MGD and deferring the expansion of Jordan Lake Plant for future needs.**
- **Since that presentation there have been some staff level discussions with the City of Sanford. The City of Sanford had expressed interest in supplying water to Chatham County. Sanford operates a 12.0 MGD Surface Water Treatment Plant drawing raw water capacity from the Cape Fear River very near the Chatham County line.**
- **This update will outline and compare the options available the Chatham County for it's long term water supply.**
- **Each Option includes transmission network upgrades and respective Water Plant Upgrades.**
- **Each option is compared on the basis of capital costs and the annual operating and debt service costs.**



## **LONG TERM (20 years) WATER SUPPLY COMPARISONS**

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- **Each option is compared on the mid range basis of purchasing up to 6.0 MGD from either Sanford or Harnett County as well as utilizing the County's existing 3.0 MGD Jordan Lake WTP.**
- **Each option is also compared at a purchase volume of less than 1.0 MGD. It is our understanding that Sanford's bulk rate will decrease beyond 1.0 MGD. The current rate provided by the City of Sanford is \$2.67 per 1,000 gallons. Staff has made an unofficial offer of \$2.28 per 1,000 gallons for long term purchase of up to 1.0 MGD and then reducing to \$1.78 per 1,000 gallons if the County commits to volumes exceeding 1.0 MGD on a regular basis.**





# LONG TERM (20 years) WATER SUPPLY COMPARISONS

## COMPARISON OF WATER SUPPLIES CITY OF SANFORD vs HARNETT COUNTY

	Harnett Co.	Sanford
<b>Capital Costs in Lee or Harnett County</b>		
Phase 1 : 24" Transmission Main from Supplier to the Chatham County Line	\$3,400,000.00	\$600,000.00
Phase 2: Harnett County Booster Pump Station and Storage Tank	\$150,000.00	\$0.00
Phase 3: *Upgrade of the Supplier's WTP by 6.0 MGD <i>* Sanford indicated a share of the costs for initial upgrade</i>	\$8,700,000.00	\$4,350,000.00
<b>Capital Costs in Chatham County</b>		
Phase 4: 24" Transmission Main from Supplier to New Elam Church Road. (contingencies, engineering and inspection)	\$11,000,000.00	\$11,000,000.00
Phase 5: Upgrade 16" Pea Ridge Road Main from New Elam Church Road to the WTP from a 16" main to a 24" main.	\$1,750,000.00	\$1,750,000.00
Phase 6: Construct additional storage and pumping facilities at the WTP	\$1,500,000.00	\$1,500,000.00
Phase 7: Construct the Raw Water Pump Station at the Cary Site (included in previous estimates & funded by SRF)	\$3,000,000.00	\$3,000,000.00
<b>TOTAL (including contingencies, engineering, inspection)</b>	<b>\$29,500,000.00</b>	<b>\$22,200,000.00</b>
Estimated Annual Debt Payment (5.25% at 20yrs)	\$2,419,000.00	\$1,820,400.00
<b>Water Purchase Costs                      0.8 MGD</b>		
\$1.78 /1,000 gallons @ 3 MGD = \$1,424.00 per day	\$519,760.00	
\$2.28 /1,000 gallons @ 3 MGD = \$1,824.00 per day		\$665,760.00
<b>Water Production Costs                      3.0 MGD                      (Jordan WTP)</b>		
\$1.50 /1,000 gallons @ 1 MGD = \$4,500.00 per day	\$1,642,500.00	\$1,642,500.00
<b>TOTAL ANNUAL COSTS FOR DEBT AND WATER COSTS</b>	<b>\$4,581,260.00</b>	<b>\$4,128,660.00</b>
Annual Difference		-\$452,600.00



# LONG TERM (20 years) WATER SUPPLY COMPARISONS

## COMPARISON OF WATER SUPPLIES CITY OF SANFORD vs HARNETT COUNTY

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<b>Capital Costs in Chatham County</b>		
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<b>TOTAL (including contingencies, engineering, inspection)</b>	<b>\$29,500,000.00</b>	<b>\$22,200,000.00</b>
Estimated Annual Debt Payment (5.25% at 20yrs)	\$2,419,000.00	\$1,820,400.00
<b>Water Purchase Costs 6.0 MGD</b>		
\$1.78 /1,000 gallons @ 3 MGD = \$10,680.00 per day	\$3,898,200.00	
\$1.78 /1,000 gallons @ 3 MGD = \$10,680.00 per day		\$3,898,200.00
<b>Water Production Costs 3.0 MGD (Jordan WTP)</b>		
\$1.50 /1,000 gallons @ 1 MGD = \$4,500.00 per day	\$1,642,500.00	\$1,642,500.00
<b>TOTAL ANNUAL COSTS FOR DEBT AND WATER COSTS</b>	<b>\$7,959,700.00</b>	<b>\$7,361,100.00</b>
Annual Difference		-\$598,600.00



# LONG TERM (20 years) WATER SUPPLY COMPARISONS

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- **Scheduling of Capital Expenditures Outside of Chatham County:**
  - **Harnett County**
    - Immediate Participation in the transmission upgrades in Harnett County to reserve capacity in Harnett County's existing infrastructure.
    - Immediate Participation / Construction of the transmission main to reach the Pea Ridge Road Transmission Main.
    - Harnett County WTP Upgrade; participation in the planning stages within the next 12 months and then to construction.
  - **City of Sanford**
    - Immediate Participation / construction of transmission main to reach the Pea Ridge Road Transmission Main.
    - Delayed and phased approach to upgrade of the Sanford WTP: 2-3 years depending upon the need in Chatham County. Sanford County provide approximately 1.0 MGD without any plant upgrade.
  - **All information presented is for planning purposes only and represent only staff level discussions!**





# Chatham County Grant Program Update

January 4, 2006

Presentation to Chatham County  
Board of Commissioners

A decorative graphic at the top of the slide features three small black circles above the text. Below the text are three larger circles: the first is solid black, the second is an outline, and the third is solid black.

# Priority Focus Areas

- Utilities
- Parks and recreation
- Special opportunities to meet identified needs

A decorative graphic at the top of the slide consists of a horizontal line of five circles. From left to right: a solid black circle, a white circle with a black outline, a solid black circle, a white circle with a black outline, and a solid black circle. Above each of these circles is a smaller solid black dot.

# General Grant Issues

- Hurricane recovery costs have substantially cut federally funded grants for infrastructure...and are likely to do so for at least 2 years
- Has already increased competition for state grants
- Will require more partnerships, creativity and flexibility, based on what money is available



# Utility Grant Sources

- See spreadsheet summary
- Grants for water systems are very limited
- State water bond funds expended in 2004
- Federal funds (through USDA) have been reduced and redirected to hurricane areas
- Are still some USDA loans & guarantees
- NC office of USDA is looking at partnership with local banks for loan \$\$\$

A decorative graphic at the top of the slide consists of a horizontal row of five circles. From left to right: a solid black circle, a white circle with a black outline, a solid black circle, a white circle with a black outline, and a solid black circle. Above each of these circles is a smaller solid black dot.

# Utility Grant Sources

- NC Clean Water Management Trust will fund some wastewater and water systems if public health or water quality issues exist
- Other sources for water and sewer are tied to creation of private sector jobs (CDBG and NC Economic Infrastructure Grants)
- Will and I will attend workshop in January at UNC-CH on infrastructure financing



A decorative graphic at the top of the slide consists of a horizontal row of five circles. The first, third, and fifth circles are solid black, while the second and fourth circles are white with a black outline. Above each of these five circles is a smaller solid black circle.

# Business Infrastructure Survey

- Because water/sewer grants often based on job creation, I surveyed county's businesses & industries in Nov. to identify potentially crucial needs for water, sewer, roads and technology
- Map showing most critical needs identified
- Largest area with needs is around Siler City



# Low-Income Water Hookup Grant

- We applied for federal HUD grant for low to mid-income residents to hookup to existing county waterlines (not under construction)
- Solicited applicants thru news media, United Way and department heads
- Ended up with 14 eligible applicants across the county



# Parks & Recreation Grant Sources

- See attached summary spreadsheet
- Overall picture is brighter than utility grants
- While federal funding sources have been cut or eliminated for 2006-07, state funds and other sources still exist
- The main federal grant (Land and Water Conservation Fund Grants) will not have funds again until at least 2008



PARTF

- PARTF is major grant source at state level through DENR. Cap is \$500,000 with 50% match. Land must be owned or leased (25-year lease minimum)
- Can use for either buying land or building facilities, just as we did for Southwest Park
- Do not have any facility far enough along to apply for 2006 grant, but could use for other parks in 2007



# Clean Water Management Trust

- Another substantial source of money for parks, if the land also serves as a protective buffer for streams that feed Jordan Lake or critical rivers/streams
- Would have some restrictions on areas closest to the waterline, but less restrictive 300'-1000' away from the water
- Deadlines in May and December annually



# Blue Cross Blue Shield of NC Grant

- BCBS Foundation has targeted rural communities for a fitness grant program
- Provides up to \$40,000 per year for up to 3 years
- Would help complete bathrooms, lighting and shelter and to offer fitness program for families, in partnership with Health Dept., YMCA, Cooperative Extension and others



# Corporate Donors with Local Ties

- Good option for completing facilities at Southwest Park because type of activity they like to fund
- Most likely candidates identified on spreadsheet
- Need county commissioner contacts to open doors with business leaders
- Could provide signage for sponsorship of facilities



# Other Grant Opportunities in Process

- Gang violence: Working with various county and nonprofit partners to secure grant to address gang violence problems in the county
- Spanish translation: Assisted Health Dept. in completing application for grant to fund another translator on very short deadline



A decorative graphic at the top of the slide consists of several circles. On the left, the words "Related Activities" are written in white text over a large black circle. To the right of this are three more large circles: a solid black one, an empty white one with a black outline, and another solid black one. Above each of these large circles is a smaller solid black dot.

## Related Activities

- Have new form underway for your approval of grant applications (under review by depts.)
- Have conducted grant searches for departments on request and have given them access to this database
- Developing library of grant resources for departments



# Non-Grant Activities

- Created countywide email contact list and employee committee for emergency communications.
- Restarted monthly employee newsletter, as of November
- Developed news media relations guidelines for departments (under review)



# Non-Grant Activities

- Written and disseminated more than a dozen news releases
- Will start monthly citizen's newsletter by March of 2006, depending on status of getting email listserv capabilities
- Researching county websites to identify possible improvements to our website in FY 06-07
- Will work with other staff on County Ambassador Program and new segments of Leadership Academy for 2006-07

A decorative graphic consisting of several circles of varying sizes and colors (black and white) arranged in a pattern above the title.

# How to Reach Me

- 919-542-8258
- Email: [debra.henzey@ncmail.net](mailto:debra.henzey@ncmail.net)
- Office: 72 Hillsboro St, Room 107,  
Pittsboro

**MINUTES**  
**CHATHAM COUNTY BOARD OF COMMISSIONERS**  
**WORK SESSION**  
**JANUARY 17, 2006**

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The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Henry H. Dunlap Jr. Building Classroom, located in Pittsboro, North Carolina, at 3:00 PM on January 17, 2006.

Present: Chairman Bunkey Morgan; Vice Chair, Tommy Emerson; Commissioners Patrick Barnes, Mike Cross, and Carl Outz; County Manager, Charlie Horne; County Attorney, Robert L. Gunn; Assistant County Manager, Renee Dickson; Finance Officer, Vicki McConnell; and Clerk to the Board, Sandra B. Sublett

The meeting was called to order by the Chairman at 3:02 PM.

**Work Session Agenda**

1. Citizen's College Presentation
2. Planning Updates
  - A. Statutory changes from last session of General Assembly
  - B. Conditional Use Discussion

The County Manager reviewed the Work Session Agenda and distributed a copy of the current design map of the Business Park including statutory changes which may affect the work.

**NC PLANNING LEGISLATION UPDATE**

Keith Megginson, Planning Director, updated the Board on statutory changes from the last session of the General Assembly as follows:

- ◆ Allow combination of related ordinances, boards, procedures in unified development ordinance
- ◆ Change references to "planning agencies" to "planning boards"
- ◆ Effective January 01, 2006, except moratoria provisions are now effective

**Moratoria:**

- ◆ Explicitly allow development moratoria
- ◆ No public hearing if imminent threat to public health and safety
- ◆ Public hearing with one published notice (7 days in advance) if 60 days or less
- ◆ Public hearing with regular two published notices if more than 60 days
- ◆ Require written statement prior to adoption on:
  - ✓ Reasons needed and why alternatives are inadequate
  - ✓ Scope and duration (must be reasonable)
  - ✓ Action plan to address reasons for imposition
- ◆ Limits extensions – only if all reasonable and feasible steps have been taken/new facts
- ◆ Exempts completed applications in process when call for public hearing made

**Zoning – Hearing Notices:**

- ◆ Reduce half-page published notice for large-scale rezonings from four to two
- ◆ No mailed notice exemption for initial zoning of new territory
- ◆ Requires site posting for all rezoning sites

**Zoning – Voting:**

- ◆ Prohibit financial conflicts of interest for both council/board of commissioners and planning board
  - "Direct, substantial, and readily-identifiable financial interest" mandates recusal

**Zoning - Conditional Zoning:**

- ◆ Explicitly authorize use
- ◆ Clarify how conditions are set - Anyone can propose, but only those mutually agreeable to owner and governing board can be imposed
- ◆ Limits conditions to those:
  - Needed for ordinance/plan compliance
  - Impacts reasonably expected to be generated by project
- ◆ Require reasonableness analysis for all small-scale rezoning

**Zoning-Review of Amendments:**

- ◆ All zoning amendments must be referred to planning board
- ◆ Planning board must comment in writing on consistency with all adopted plans
- ◆ Planning board comments not binding

**Zoning Plan Consideration:**

- ◆ Written statement by council/board of commissioners on consistency with plan required adoption/rejection of all zoning amendments
- ◆ Statement must address why decision is reasonable and in the public interest
- ◆ Statement not subject to judicial review

**Zoning – Quasi-judicial:**

- ◆ Rules apply to all boards making special and conditional use permit and variance decisions
- ◆ Impartiality required. Prohibits:
  - ✓ Fixed opinion prior to hearing
  - ✓ Undisclosed ex parte communication
  - ✓ Close family, business, or other relationship
  - ✓ Financial interest in outcome
- ◆ Rest of board votes on objections

**Zoning – Special and Conditional Use Permits:**

- ◆ Can be assigned to governing board, planning board, or board of adjustment
- ◆ Simple majority vote if governing board or planning board; still 4/5 vote if BOA

**Zoning – Variances:**

- ◆ Use variances specifically prohibited
- ◆ Conditions allowed if related to need for variance, ordinance compliance
- ◆ Can use "special exception" for flexibility where unnecessary hardship is not present

**Zoning – Board of Adjustment:**

- ◆ Clarify 4/5 calculation – do not count vacancies and recusals in computation
- ◆ Allow County BOA subpoenas

**Subdivision Regulation:**

- ◆ Explicitly allow sketch plans, preliminary plats, and final plats
- ◆ Explicitly allow different process for different types of subdivision

- ◆ Allow staff to decide some plats

**Subdivision:**

- ◆ Clarify that first lot out is a subdivision
- ◆ Clarify performance guarantees and require menu of options from which developer can choose
- ◆ Specify that only explicit standards may be used
- ◆ Require standards to provide sufficient guidance to decision-maker
- ◆ Allow contracts to sell lots after preliminary plat approved but prior to final plat approval
- ◆ Allow denial of building permits if illegal subdivision

After answering questions from the Board, the Planning Director stated that he will be bringing other things on moratorium at a later date.

**CITIZEN'S COLLEGE PRESENTATION**

Rita Spina thanked the Board for allowing time for their presentation. She stated that the program is sponsored by Chatham Citizens for Effective Communities (CCEC); that they had been working for over two years putting together an education program; that the purpose is an opportunity for Chatham Citizens to learn about County and town government from staff and appointed positions, to foster a mutual respect and understanding for each section of the County, to enhance diverse participation in local government, and to create the knowledge base for growth of future leadership for Chatham County; that topics will include planning, emergency operations, budgeting, water and waste management, safety, elections, economics, advisory boards, libraries, courts, and schools; that the CCEC Institute, Inc. is committed to the program for two years at which time the effectiveness of the program will be determined; that classes will be held in the spring and fall semesters; that each class of twenty-five participants will take part in eleven Thursday evening sessions; that the first class will begin the spring semester on March 16, 2006; that the following class would begin in the fall; that they already have the names of six people who wish to be students in the classes; that this comes without any advertising being done thus far; that they have received inquiries from neighboring counties regarding the school; that the classes are open only to Chatham County residents; and that the cost will be \$25.00 per person.

By consensus, the Board expressed pleasure at the idea and asked questions regarding the school and classes.

Commissioner Emerson stated that he thought the school was a great idea and could accomplish a lot of good, but cautioned about letting biases and philosophies interfere with the objective of the program.

**BOARDS AND COMMITTEES**

Marilyn Collins, Deputy Clerk, stated that she had compiled a list of each committee on which each Board member serves. She stated that she had also compiled some of the bylaws, statutes, and purposes; that the list also includes a list of appointments for which each member is responsible; that it includes member appointments only, not those of the entire Board; and that if anyone would like a more in-depth list, to please let her know.

**CLOSED SESSION**

Commissioner Cross moved, seconded by Commissioner Barnes, to go out of Regular Session and convene in Closed Session for the purpose to seek legal counsel. The motion carried five (5) to zero (0).

**REGULAR SESSION**

Commissioner Emerson moved, seconded by Commissioner Cross, to adjourn the Closed Session and reconvene in Regular Session. The motion carried five (5) to zero (0).

**WATER UPDATE**

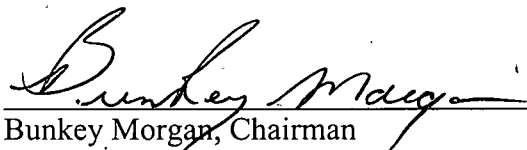
Tim Carpenter, Hobbs, Upchurch & Associates Engineer, asked for clarification of the Pea Ridge Road contract amendment stating that he was unsure whether the Board officially approved the change in diameter of the line on Pea Ridge Road from 12" to 24".

After discussion and confirmation of the size change, Commissioner Emerson moved, seconded by Commissioner Barnes, to approve the change, size, and associated costs amounting to \$1,477,400,000. The motion carried five (5) to zero (0).

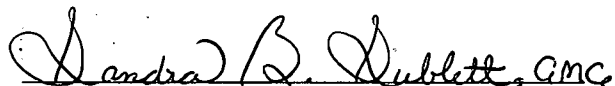
Chairman Morgan moved, seconded by Commissioner Cross, to extend the contract with Ted Thomas for an additional thirty (30) days at no additional price increase for the completion of meter installation in the Southeast Chatham Water District. The motion carried five (5) to zero (0).

**ADJOURNMENT**

Commissioner Barnes moved, seconded by Commissioner Cross, to adjourn the meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 5:07 PM.

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners



**MINUTES**  
**CHATHAM COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**JANUARY 17, 2006**

---

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the District Courtroom, 12 East Street, located in Pittsboro, North Carolina, at 6:00 PM on January 17, 2006.

Present: Chairman Bunkey Morgan; Vice Chair, Tommy Emerson; Commissioners Patrick Barnes, Mike Cross, and Carl Outz, County Manager, Charlie Horne; County Attorney, Robert L. Gunn; Assistant County Manager, Renee Dickson; Finance Officer, Vicki McConnell; and Clerk to the Board, Sandra B. Sublett

The meeting was called to order by the Chairman at 6:05 PM.

**PLEDGE OF ALLEGIANCE AND INVOCATION**

Chairman Morgan invited everyone present to stand and recite the Pledge of Allegiance after which Commissioner Emerson delivered the invocation.

**AGENDA AND CONSENT AGENDA**

The Chairman asked if there were additions, deletions, or corrections to the Agenda and Consent Agenda.

The Chairman asked that Item #14, a public hearing to receive public comments on a request by John W. Blair for a Conditional Use Permit for a self-storage facility/mini-warehouse storage facility with related retail and services and – Uses and structures customarily accessory to any permitted use – specifically for *boat, recreational vehicle and other self-storage and an associated residential use* located at the southeast intersection of SR #1700, Mt. Gilead Road and SR #1714 Hatley Road and New Hope Township be removed from the Agenda and considered at the March 20, 2006 Board of Commissioners' meeting at the request of the applicant. He also asked that Item # 17, consideration of a request to appoint a member to the Recreation Advisory Board by Commissioner Barnes be considered at a later date.

Commissioner Cross asked Item #6, consideration of a request to approve **Resolution Authorizing the Destruction of Electronic Recordings of Chatham County Board of Commissioners'** be amended to read that the tapes and/or electronic recordings be retained as long as the longest serving Commissioner on the Board.

Commissioner Emerson moved, seconded by Commissioner Outz, to approve the Agenda and Consent Agenda with the noted requests as follows:

**CONSENT AGENDA**

1. **Minutes:** Consideration of a request to approve Board minutes as follows:

January 03, 2006 Regular Meeting  
January 03, 2006 Summit Session  
January 04, 2006 Summit Session

The motion carried five (5) to zero (0).

2. **Road Name:** Consideration of a request from citizens to approve the naming of a private road in Chatham County as follows:

A. Alexandra Avery Drive

The motion carried five (5) to zero (0).

3. **Contract Renewal for Register of Deeds Office Automation:** Consideration of a request for renewal of contract with Logan Systems, Inc. for indexing, scanning, and retrieval of records for Chatham County Register of Deeds' Office. The contract is attached hereto and by reference made a part hereof.

The motion carried five (5) to zero (0).

4. **Final Plat Design Approval of "Bingham Ridge":** Consideration of a request by J & B Partners, LLC for subdivision final plat approval of "Bingham Ridge", consisting of 24 lots on 97 acres, located off SR #1536, Lamont Norwood Road and Baldwin Township

As per the Planning Department, final plat approval of "Bingham Ridge" was granted as submitted.

The motion carried five (5) to zero (0).

5. **Final Plat Approval of "Cattail Creek, Phase 2":** Consideration of a request by PK Chatham for subdivision final plat approval of "Cattail Creek, Phase 2, Lots #14-18", consisting of five lots on 11 acres, located off SR #1506, White Smith Road and Hadley Township

As per the Planning Department and Planning Board, final plat approval of "Cattail Creek, Phase 2, Lots #14-18" was granted as submitted.

The motion carried five (5) to zero (0).

6. **Board of Commissioners' Minute Recordings:** Consideration of a request to approve **Resolution #2006-02 Authorizing the Destruction of Electronic Recordings of Chatham County Board of Commissioners' Meetings**, attached hereto and by reference made a part hereof.

The motion carried five (5) to zero (0).

7. **Project Ordinances for Social Services Addition and Renovation and Building Renovations:** Consideration of a request to approve the project ordinances for the Department of Social Services addition and renovation and building renovations. The ordinances are attached hereto and by reference made a part hereof.

The motion carried five (5) to zero (0).

**END OF CONSENT AGENDA**

**PUBLIC INPUT SESSION**

There was no one present who wished to make public comments.

**PLANNING AND ZONING**

**Sketch Design Approval of "The Hamptons":** Consideration of a request by Windjam 23, LLC for subdivision sketch design approval of "The Hamptons", consisting of 89 lots on 183 acres located off SR #1700, Mt. Gilead Church Road and Baldwin Township

As per the Planning Department recommendation, Commissioner Emerson moved, seconded by Commissioner Outz, sketch design approval of "The Hamptons" was granted with the following conditions:

1. The preliminary plat shall be revised to include the following:
  - ❖ Dedication of public right-of-way and utilities to the Warren and Wayne Strowd property

- ❖ Temporary Turn-arounds at the road stubs to the Strowd property and Chatham Land and Timber property
  - ❖ Public utility easement(s) between Phase 2 & 3
  - ❖ Useable area for Lots 21-24
  - ❖ Lot areas
  - ❖ Water Hazard note
2. The developer shall evaluate the possibility of providing pedestrian access between Phases 2 and 3 and if found feasible, shown on the preliminary plat.
  3. The developer shall have a traffic analysis performed to include existing and proposed developments with recommendations of said analysis incorporated in the preliminary design.

The motion carried five (5) to zero (0).

**Conditional Use Permit for Planned Unit Development and Daycare Facility:**

Consideration of a request by North Chatham Investments, Inc. for a Conditional Use Permit for a Planned Unit Development and Daycare Facility within the existing RA-40 zoning district and a B-1 Conditional Use Business District with a conditional Use Permit for various uses on approximately 98.5 acres located off US #15-501 North and SR #1721 Lystra Road and Williams Township

After considerable discussion, Commissioner Outz moved, seconded by Commissioner Emerson, to adopt **An Ordinance Amending the Zoning Ordinance of Chatham County**, attached hereto and by reference made a part hereof. The motion carried four (4) to one (1) with Commissioner Barnes opposing.

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt **Resolution #2006-03 Approving An Application for a Conditional Use Permit for a Request by North Chatham Investments, Inc.**, attached hereto and by reference made a part hereof. The motion carried four (4) to one (1) with Commissioner Barnes opposing.

**Proposed Text Amendments to the Watershed Protection Ordinance:**

Consideration of a request to consider proposed text amendments to the Watershed Protection Ordinance to include the 10/70 provisions in the WS-IV Protected Area

Commissioner Emerson moved, seconded by Commissioner Outz, to table this issue until a later date. The motion carried five (5) to zero (0).

**Public Hearings:**

**Proposed Amendments to the Chatham County Subdivision Regulations:** Public hearing to receive public comments on proposed amendments to the Chatham County Subdivision Regulations, Section 6.5 A.2.a. and b. concerning recreation fees

**George Lucier**, 628 Redbud, Pittsboro, NC, stated that he recommends four recreation districts. He asked that the current proposed two districts be reconsidered.

The Chairman closed the public hearing.

**Proposed Amendments to the Chatham County Mobile Home Ordinance:** Public hearing to receive public comments on proposed amendments to the Chatham County Mobile Home Ordinance, Section 6.4 a. and b. concerning recreation fees

There was no one present who wished to make public comments.

**Revision to the Existing Conditional Use B-1 Business District with Conditional Use Permit for Mobile Home Sales and Service:** Public hearing to receive public comments on a request by George Farrell, Jr. on behalf of Kunal Enterprises, LLC for a revision to the existing Conditional Use B-1 Business District with Conditional Use Permit for various uses to add Mobile home sales and service specifically for Modular home sales and display, on 15 acres, located off US Highway #64 East and New Hope Township

The Chairman administered the oath to those in attendance who wished to make public comments.

George Farrell, Jr. stated that his request is for one modular home to be used as a sales center. He stated that the landscaping will look like a regular house on the property.

There was no citizen present who wished to make public comments.

The Chairman closed the public hearing.

**Conditional Use B-1 Business District with Conditional Use Permit for Self-Storage Facility:** Public hearing to receive public comments on a request by John W. Blair for a Conditional Use B-1 Business District with a Conditional Use Permit for - Self-storage facility/mini-warehouse storage facility with related retail and services (i.e. moving truck rental) and - Uses and structures customarily accessory to any permitted use - specifically for boat, recreational vehicle and other self-storage and an associated residential use, on 10.613 acres, located at the southeast intersection of SR #1700, Mt. Gilead Road and SR #1714, Hatley Road and New Hope Township

This item was tabled at the request of the applicant.

**Conditional Use B-1 Business District with Conditional Use Permit:** Public hearing to receive public comments on a request by William R. Copeland for a Conditional Use B-1 Business District with a Conditional Use Permit for Restricted B-1 Business Uses specifically all B-1 Business permitted uses except for the following: Amusement enterprises - Bus, passenger stations - Funeral homes, embalming, crematoria - Fur storage - Laundries or Laundromats and dry cleaning - Pawnshops - Radio and television stations and their towers - on 5.6 acres, located at the northwest quadrant of the intersection of US Highway #64 and Big Woods Road and New Hope Township

The Chairman administered the oath to those in attendance who wished to make public comments.

**Nick Robinson**, PO Box 607, Pittsboro, NC, stated that he was representing the development team; that this development fits the intent of the Land Use Plan; that the lots adjacent to this property already have over 1000 lots approved for development; that notification guidelines have been followed; that the owner of the property is a co-owner of Apex Nursery; that the landscaping will be above standard; that the County stands to gain commercial sales tax revenue; that if it is a restaurant there will be permanent waitstaff employed and a number of temporary people during construction; that it will not put a great demand on County services; that the adjacent property is residential and heavily wooded and the land across Big Woods Road is owned by the Army Corps of Engineers; that it is outside the critical area of the Jordan Lake watershed; and that the site will have no significant impact on traffic numbers.

**Rynal Stephenson**, PO Box 607, Pittsboro, NC, stated that Ramey Kemp did the traffic analysis; that the intersection will operate at its normal level; and that the Department of Transportation has approved the driveway location.

**Carter Crawford**, PO Box 607, Pittsboro, NC, landscape architect, stated that he designed the site plan; that the parking lot is 6-8 feet lower from the property line; and that all the buffering and screening requirements have been met.

**Nick Robinson** stated that the site meets all the impervious surface requirements of this watershed classification; that it will hook onto County water; and that they feel this development meets the five required findings.

**Robert Eby**, 19 East Madison, Pittsboro, NC, stated that he represents Chatham Citizens for Effective Communities (CCEC); that he objects to the proposal because nothing is assured as to what eventually will be built on the site; that the application does exclude a few uses permitted in a B-1 Business District; that this would be the first commercial property developed at this location; that this should be questioned about whether this is rezoned or not; that this would be the first step as a commercial node along US Highway #64; that it is

important to provide opportunity for careful, detailed public review of specific plans; that it is an environmentally sensitive location; that Chatham citizens should be granted the opportunity to give their sworn testimony as part of the approval process; that there is a big difference between the impact of a restaurant, a gas station or a retail store. He asked that the Board require the developer to present specific, finalized plans as a subsequent public hearing before granting him a Conditional Use Permit.

**Nick Robinson**, voiced objection, to Mr. Eby's comments stating that he thought that comments should be limited to adjoining land owners.

**Randy Voller**, Town of Pittsboro Mayor, stated that he was not speaking on behalf of the Board of the Town of Pittsboro. He stated that they think it is important that the corridor is evaluated so that all the needs of the citizens are met and that without a plan, the US #64 corridor will look like Capital Boulevard.

**Jonna Birtcher**, 8502 Six Forks Road, Raleigh, NC, developer representing Windfall Creek, stated that Mr. Copeland has been very proactive and good with his communication to the development corporation; and that they would like to see the number of choices narrowed.

**Doug Brown**, 1525 Hatley Road, Pittsboro, NC, stated that he is a ten-year resident of the area; that a restaurant seems like a good use; that there is an ad hoc approach to approve businesses to be placed in this area; and that he would like to see a coordinated effort.

**Robert Eby** stated that the BayCorp development came to public hearing as one thing, but it has been changed and will not come back for a public hearing; that approval of the Conditional Use Permit cuts out any input from the citizens in the future; and that if there is not another hearing, it makes a mockery of this hearing.

**Nick Robinson** stated that the signage plan was submitted with the plan; that there is a small sign on the site, and a sign on US Highway #64. He presented maps to the Clerk which are attached hereto and by reference made a part hereof.

A question and answer period ensued.

The Chairman closed the public hearing.

### **BREAK**

The Chairman called for a ten-minute break.

### **BOARD OF ELECTIONS**

**Purchase of New Voting Equipment:** Consideration of a request to approve the purchase of new ES&S iVotronic direct Record Voting system for Chatham County in the amount of \$307,539

Ernest Dark, read the resolution adopted by the Chatham County Board of Elections, attached hereto and by reference made a part hereof.

Dawn Stumpf, Director of Elections, stated that the State Board of Elections has decertified the County's current voting equipment due to the inability of the current equipment to comply with the requirements of the Help America Vote Act of 2002 and NC Senate Bill #223 adopted in August 2005. She stated that the County Board of Elections is faced with deciding on a new voting system to recommend for purchase to the Chatham County Commissioners; that on October 11, 2005, the State Board of Elections issued a Request for Proposal (RFP) for voting equipment in the State of North Carolina; that on December 1, 2005, the State Board of Elections recommended three vendors; that since that date, two vendors have dropped out, leaving them with one vendor approved and certified in North Carolina; that there are three types of voting equipment certified for use in North Carolina: Direct Record Electronic, Optical Scan; and paper ballots; that the approved vendor, Elections Systems and Software, has a certified DRE and a certified Optical Scan system available, as well as an approved ballot marking system for voters with disabilities;

and that the Chatham County Board of Elections was mandated to view at least two voting systems that are certified in North Carolina.

Ms. Stumpf stated that the cost analysis of each system, as well as, an analysis of a combined system shows that the best long term value for Chatham County is the iVotronic Direct Record voting equipment; that a ten year cost analysis shows a savings of \$124,460; that while the initial start up costs of DRE are higher than the Optical Scan, the yearly continuing costs are significantly lower (approximately half) with the iVotronic DRE; that other advantages include the ability to comply with Senate Bill 223 in delivering absentee totals by precinct and the ability to eliminate overvotes, as well as, the HAVA mandated use for persons with disabilities; and that the Chatham County Board of Elections feels that this system, while a change from the past, provides a secure voting system that offers Chatham County voters confidence and integrity in the voting process as well as the best value for their tax dollars.

She stated that the initial costs for the complete iVotronic DRE system and software is \$622,021; that the County is eligible for a grant in the amount of \$314,482 from the HAVA Election Fund; that the cost to the County would be \$307,539; that there is currently \$420,375 in the Capital Outlay fund that has been approved for voting equipment; and that use of the grant with this purchase leaves \$112,836 in the Capital Outlay fund.

Craig Bray, stated that the State Board of Elections set the standards for the voting machines; that they also set the time frame; that they have tried to work as best they could with what they had; that this is not a new concept; that the State requires them to have the paper trail; that they know that they have to do voter education; that some elections have been very close; and that the machine which they chose will eliminate the guessing although it will be slow to start with.

Audrey Poe stated that without using the DRE, there would have to be paper ballots made for each precinct; that they have to be able to determine the precincts in which a voter votes; that the Direct Record will give the exact precinct; that there will be a lot of sites for voter education; that there will be a machine on which to practice; that the Optic Scan has improvements over the old equipment; and that everything has to be consistent across the County with the approval of the State.

After considerable discussion and reviewing costs, Commissioner Emerson moved, seconded by Commissioner Outz, to approve the purchase of ES&S iVotronic Direct Record Voting System at a cost to the County of \$307,539.00. The motion carried five (5) to zero (0). \*See amendment below approved at the March 20, 2006 Board of Commissioners' meeting.

**\*The above motion is amended to read "Commissioner Emerson moved, seconded by Commissioner Outz, to approve the purchase of iVotronic for ADA compliance in each precinct and for Absentee One-Stop voting and M-100 Optical Scan for use in each precinct and for mail-in absentee, from Election Systems and Software at a cost to the County of \$132,965. The motion carried five (5) to zero (0)."**

#### **BOARDS AND COMMITTEES**

**Recreation Advisory Board:** Consideration of a request to appoint a member to the Recreation Advisory Board by Commissioner Barnes (1)

This item was deferred until a later date.

**Board of Equalization and Review:** Consideration of a request to appoint/reappoint a member to the Board of Equalization and Review by Commissioner Barnes

Commissioner Barnes moved, seconded by Commissioner Emerson to appoint Ralph Klevenow, 30071 Benbury, Chapel Hill, NC, to the Board of Equalization and Review. The motion carried five (5) to zero (0).

#### **COMMISSIONERS' REPORTS**

**Presentation on Bennett School District by Mr. Jerry Polston:**

**Jerry Polston**, stated that he was present to speak on Bennett's behalf. He stated that the proposed issue is that the Board of Education has proposed a tuition for Bennett residents that live in Randolph County but attend Bennett Elementary School; that the funding from the County is not on a per pupil basis; that the County would actually lose money because the funding from the State would be lost; that in the end, they are talking about only six students; that half of the Bennett business owners are from Randolph County; that history shows a precedent for this school and the arrangement with residents in Randolph County; that they have not had a clear answer from parties involved; that the students reside in the school district; that the Board of Education changed the wording so that it would reflect their desires; that the job of the Board of Education is to help fix problems, not throw stones; that the areas in the County cannot be treated the same; that if the children are forced out of their school, the County not only loses money, they will lose their community; that for 73 years, this area has existed; that the North Carolina Constitution, North Carolina General Assembly Statutes, Chatham County Transfer Policy, and the 1979 ruling all speak of the attendance area of the schools; that if that area is in fact part of the Bennett Attendance Zone, those children cannot be charged a fee; that no one will come forth and tell them anything; that the Board of Education and Dr. Ann Hart will only use taxpayers, a "North Chatham" group, and the Board of Education itself as a scapegoat; and that the Board of Education will not listen nor attempt to help.

Mr. Polston stated that Bennett Elementary School is one of the best schools in the entire State. He asked that they, and the Randolph County issue, be left alone. He stated that making those families pay \$2,500 is insane; and that trying to run off the children will ruin their local community as the parents will go where their children go; that business owners, coaches, shoppers in the community will also go elsewhere. He thanked the Board of Commissioners, the local media, and especially the community of Bennett for allowing him to come and represent the Bennett Community.

A copy of Mr. Polston's presentation is attached hereto and by reference made a part hereof.

**Norman Clark**, Vice Chairman of the Board of Education, stated that Bennett is one of the County's better schools; that the Board of Education needs to get a better handle on their transfer students; and that this decision was not to penalize anyone but to make it equitable for all students.

The Chairman explained that this was a Board of Education matter. He stated the Board would ask that the matter be addressed by the Board of Education but that the final decision is that of the Board of Education.

Mr. Polston, on behalf of Bennett, thanked the Board for their consideration and stated that they all appreciated the Board's support.

#### **MANAGER'S REPORTS**

The County Manager reported on the following:

##### **Ag Extension and Annual Report:**

The luncheon with the Ag Extension Service will be held on February 6 2006 at noon after the regularly scheduled Board of Commissioners' meeting.

##### **Joint Meeting with the Central Carolina Community College Board of Trustees:**

There will be a joint meeting with the Central Carolina Community College (CCCC) Board of Trustees to be held on February 6, 2006, beginning at 2:30 PM, at the college.

##### **Joint Meeting with the Siler City Town Board:**

There will be a joint meeting with the Siler City Town Board to be held on February 15, 2006, beginning at 12:30 PM, at Hayley Bales Restaurant.

##### **Joint Meeting with the Town of Pittsboro:**

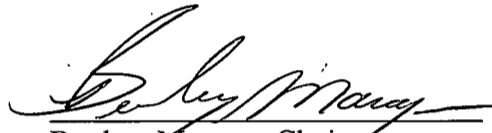
There will be a joint meeting with the Town of Pittsboro on February 22, 2006, 6:30 PM in the Central Carolina Community College (CCCC), Multipurpose Room.

**Appearance Commission:**

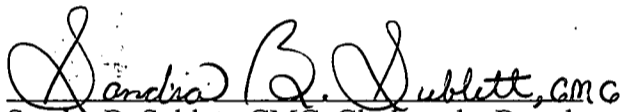
Commissioner Cross stated that he was devising a list to improve the appearance of commercial nodes within the County to be forwarded for review to the Planning Board and then to the Appearance Commission.

**ADJOURNMENT**

Commissioner Emerson moved, seconded by Commissioner Outz, to adjourn the regular meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 9:32 PM.

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners



## PROFESSIONAL SERVICES AGREEMENT

This service agreement between Logan Systems, Inc. ("Logan Systems") and Chatham County, North Carolina (the "County") will become effective this \_\_\_\_\_ day of \_\_\_\_\_, 2006. The respective parties may execute this agreement at different times. Therefore, the effective date shall be the date that the second party executes the agreement, as evidenced by the signature dates on the final page of the agreement.

Pursuant to the terms outlined below, Logan Systems agrees to provide professional services to the Chatham County Register of Deeds ("ROD") for the management of permanent records maintained by the ROD.

### I. Common Terms

1. Term of the Agreement: This contract shall run for three years from the effective date as defined above.
2. Services Provided: Logan Systems provides a turnkey service that includes all necessary hardware, software, training, and support. Logan Systems is currently providing these services to the Chatham County Register of Deeds, and this agreement is a continuation of the current services.
3. Training: All necessary training for both the ROD's staff and the general public will be provided by Logan Systems at no additional charge to the County.
4. Support: Unlimited support is provided via a toll free number from 8:00AM through 5:00PM. In addition, other contact numbers for support representatives have been provided for after hours support. If the problem or question cannot be adequately answered over the telephone, then a support representative will visit the ROD's office. If equipment needs to be repaired or replaced, the target for such replacement is 24 hours.
5. Consumable Supplies: The cost of consumable supplies such as paper, toner, and portable media are not included in the prices listed below.
6. Ownership of Hardware and Software: All hardware and software provided as part of the professional services provided by Logan Systems remains the property of Logan Systems. As such, Logan Systems remains responsible for the replacement, repair, and upgrade of such equipment.
7. Year 2000 Compliance: Logan Systems warrants that all computer hardware and software provided by Logan Systems will be year 2000 compliant.
8. Changes in Technology: If technology changes require Logan Systems to change either the operating systems on which its software and hardware operate, or the type of hardware or media used in the storage of data, Logan Systems will migrate the data it manages for the ROD to the newer media at no charge to the County.
9. Authorization for past Services: If Logan Systems provides any services to the Chatham County ROD prior to the effective date of this contract, the contract specifically authorizes payments for all such services.

10. Integration Clause: This contract represents the entire agreement between the parties. Any modification or alteration of this agreement must be done so in writing and approved by both parties.
11. Severability: The provisions of this contract are severable, and should any court of competent jurisdiction deem any provision(s) invalid, the remaining provisions will remain valid, unless such ruling will make further performance under the contract impossible or impose an unconscionable burden upon one of the parties.
12. Termination for Convenience: Prior to the expiration of the term defined above, the County may terminate this contract for any reason without explanation by providing Logan Systems with a written notice of its intent to terminate the contract. In order to be effective, Logan Systems must receive the notice of termination at least ninety (90) days prior to the proposed termination date. Logan Systems will continue to provide all services included in this contract until the termination date. The County will remain responsible for the payment of all services that are either provided or would have been provided prior to the termination of this contract. If the County does not continue to use Logan Systems' services through the termination date, the County will remain responsible for the payment of those services based on the actual filing volumes in the ROD's office.
13. Site Preparation: Chatham County shall be responsible for the timely preparation and maintenance of the installation site, including without limitation, providing adequate electrical power for all computers and peripherals, providing all necessary network cabling and firewalls, and providing adequate cooling for all servers.
14. North Carolina Law: This agreement shall be interpreted using North Carolina law.

## II. Services Provided by Logan Systems

1. Traditional Indexing Services: Logan Systems will continue to provide traditional indexing services to the ROD's office. This system and service allows the ROD's staff to input indexing data and print out various verification forms and statistical reports to insure the accuracy of the information. Paper merges will continue to be provided on a monthly and annual basis. Indexing binders are included with this service.
2. Receipting System: Logan Systems will provide a customized receipting system in the ROD's office.
3. Automated Indexing: Logan Systems will provide a computer system that allows for searches of each indexing database maintained by the ROD. This system will also allow linking to scanned documents to the extent that those records have been digitized.
4. Scanning of Land Records: Logan Systems will install a scanning system that will allow the ROD to scan all land records and vital records. This system allows form feeding for rapid scanning of the single sided documents mandated by current North Carolina law. In order to aid verification efforts, the system places a tag in the top left corner of the scanned page when stored.

5. Printing of Scanned Records: Logan Systems will provide a printing system that will allow the County to print out all scanned records in a single or double sided format offset for binder holes. The program is adjustable so that the offset can be changed if binder sizes and/or hole locations are changed. The recording binders are included in the cost of services.
6. Index and Image Retrieval: Logan Systems will provide public retrieval terminals in the vault, with printer configuration to be determined by space restrictions. These units allow the public to access and print both indexing and imaging data, including plats.
7. Remote Access: Logan Systems will provide remote access to the public of all indexing and imaging data managed by Logan Systems, to the extent that the County and the ROD desire that remote access is provided. The system will be similar to the systems provided by Logan Systems to other North Carolina RODs. In addition, Logan Systems will work with County personnel to customize the appearance of the web pages. For security reasons, this system will be separate from the in-house indexing and image retrieval units, and will have a separate data server.
8. Passing of data to Other County offices: Logan Systems will work with the County's MIS/IT department to accommodate the need for certain types of data created by the ROD to be accessed by other County offices. The exact methods of accessing the data will be decided at a later date.
9. Film Conversion: The state of North Carolina requires that archival microfilm for imaged data be created and sent to the archives. Logan Systems will create archival microfilm from the imaging data sent by the ROD for processing, verification, and back up.

### III. Cost for Services

1. Cost for Services: Logan Systems will bill for the ongoing services it provides on a monthly basis as follows:
  - Land Record Indexing, Receipting, Scanning, Printing, Staff Input and Retrieval, and Public Retrieval shall be provided for \$4.25 per land record instrument filed for the first two years of the contract. In the third year of the contract, the price will increase to \$4.35 per land record instrument filed.
  - Vital Statistic Record Indexing, Receipting, Scanning, Printing, Staff Input and Retrieval, and Public Retrieval shall be provided at no additional cost so long as the land record system described above is in place.
  - Plats will be scanned at LSI's office in Greensboro for \$6.00 per plat.
  - Remote access through the Internet will be provided for a flat fee of \$500.00 per month
  - Fees for back file conversion of records will be covered by separate agreements
2. Billing in Arrears: Logan Systems bills for arrears for all of the services that it provides. Therefore, by way of illustration, services provided in July are billed in

August. All invoices shall be paid in the manner and timeframe typically used by the County. However, in no case shall payment be made more than thirty days after the receipt by the County of an invoice from Logan Systems.

Approved by Chatham County:

By: Bunkey Morgan

Print Name: Bunkey Morgan

Title: Chairman

Attested by: Jandra B. Sublett

Date: January 17, 2006

Approved by Logan Systems, Inc.

By: Craig Sanders

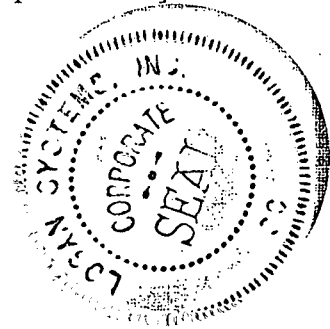
Print Name: Craig Sanders

Title: Vice-President

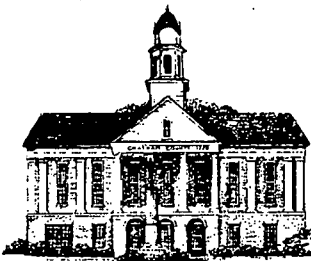
Attested by: Craig Sanders

Date: 12-27-05

[Corporate Seal]



# COUNTY OF CHATHAM



COMMISSIONERS

BUNKEY MORGAN  
Chairman

THOMAS J. EMERSON  
Vice Chair

PATRICK BARNES  
MIKE CROSS  
CARL OUTZ

CHARLIE HORNE  
County Manager

ROBERT L. GUNN  
County Attorney

Phone (919) 542-8200  
Fax (919) 542-8272

P. O. BOX 87  
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

## *Resolution Authorizing the Destruction of Electronic Recordings of Chatham County Board of Commissioners' Meetings*

**WHEREAS**, the Chatham County Board of Commissioners is authorized to provide for the destruction of tapes and other electronic data recordings of its meetings; and

**WHEREAS**, the County has tape recordings of certain of its meetings for the period from 1970 until present, and

**WHEREAS**, it is necessary and desirable to free up valuable storage space now occupied by said recordings; and


**WHEREAS**, once the minutes of a board's meeting are approved, the tapes serve no useful purpose and may, according to General Statute 121-5, be destroyed; and

**WHEREAS**, General Statute 121-5, gives each governing board authority to destroy its tapes; and

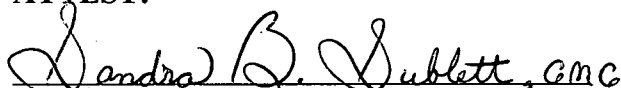
**WHEREAS**, the Chatham County Board of Commissioners on August 2, 2004 approved the Record Retention and Disposition Schedule provided by the State of North Carolina.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the County of Chatham, North Carolina that the Clerk to the Board and the Deputy Clerk are authorized to destroy all tape recordings and all other electronic recordings of its meetings that occurred at any time prior to the time of the longest serving member on the Board of Commissioners.

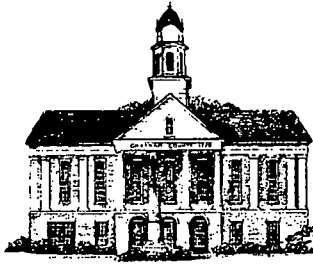
Adopted this, the 17<sup>th</sup> day of January, 2006.

  
Bunkey Morgan, Chairman

ATTEST:

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners

# COUNTY OF CHATHAM



## COMMISSIONERS

BUNKEY MORGAN  
Chairman

THOMAS J. EMERSON  
Vice Chair

PATRICK BARNES  
MIKE CROSS  
CARL OUTZ

CHARLIE HORNE  
County Manager

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P. O. BOX 87  
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

## Chatham County Capital Project Ordinance Addition to and Renovation of the Department of Social Services Building

**BE IT ORDAINED** by the Chatham County Board of Commissioners, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the North Carolina General Statutes, the following Capital Project Ordinance is hereby adopted:

**Section 1:** The project authorized consists of an addition to the Department of Social Services Building located on Camp Street in Pittsboro of approximately 17,000 square feet and renovation of the existing building.

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

**Section 3:** The following amounts are appropriated to the project:


Construction	3,005,240
Contingency	289,048
Equipment	300,524
Furnishings	300,524
Planning	312,000
Total	<u>\$4,207,336</u>

**Section 4:** The following revenue is anticipated to be available to complete the project:

Certificates of Participation	\$4,207,336
-------------------------------	-------------

**Section 5:** Copies of this capital project ordinance shall be furnished to the Clerk to the Board of Chatham County Commissioners, to the County Manager, and to the Finance Officer for direction in carrying out this project.

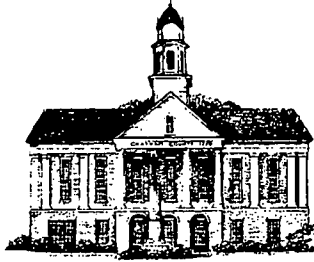
Adopted this the 17<sup>th</sup> day of January, 2006.

  
Bunkey Morgan, Chair

ATTEST

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners

# COUNTY OF CHATHAM



## COMMISSIONERS

BUNKEY MORGAN  
Chairman

THOMAS J. EMERSON  
Vice Chair

PATRICK BARNES  
MIKE CROSS  
CARL OUTZ

CHARLIE HORNE  
County Manager

ROBERT L. GUNN  
County Attorney

Phone (919) 542-8200  
Fax (919) 542-8272

P. O. BOX 87  
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

## Chatham County Capital Project Ordinance Renovation of County Office Buildings

**BE IT ORDAINED** by the Chatham County Board of Commissioners, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the North Carolina General Statutes, the following Capital Project Ordinance is hereby adopted:

**Section 1:** The project authorized consists of renovations to the Dunlap Building, Soil and Water Office, Siler City Health Department, and Chatham County Sheriff's Office.

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

**Section 3:** The following amounts are appropriated to the project:

Construction	696,433
Contingency	68,408
Equipment	72,146
Furnishings	69,646
Planning	100,000
Total	<u>\$1,006,633</u>

**Section 4:** The following revenue is anticipated to be available to complete the project:


General Fund Transfer	\$1,006,633
-----------------------	-------------

**Section 5:** Copies of this capital project ordinance shall be furnished to the Clerk to the Board of Chatham County Commissioners, to the County Manager, and to the Finance Officer for direction in carrying out this project.

Adopted this the 17<sup>th</sup> day of January, 2006.

  
Bunkey Morgan, Chair

ATTEST

  
Sandra B. Sublett, CMC, Clerk to the Board  
Chatham County Board of Commissioners

AN ORDINANCE AMENDING THE ZONING ORDINANCE  
OF CHATHAM COUNTY

WHEREAS, the Chatham County Board of Commissioners has considered the application of North Chatham Investments, Inc. to amend the zoning map of Chatham County to rezone the property described on Exhibit A attached hereto and incorporated herein by reference from RA-40, Residential-Agricultural District to CU-B-1, Conditional Use Business District and finds that the amendment is consistent with the comprehensive plans of Chatham County, is reasonable, and public interests are furthered; and

WHEREAS, the Board finds that the uses set forth in the Application and incorporated herein by reference, if approved as a conditional use pursuant to the provisions of the zoning ordinance, would be suitable for the property proposed for rezoning under the conditions attached to the Conditional Use Permit;

BE IT ORDAINED by the Board of Commissioners of Chatham County as follows:

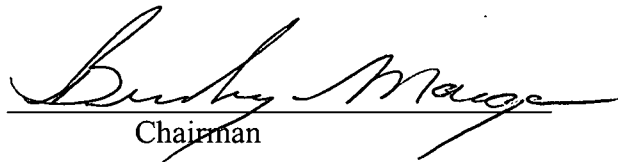
1. The Application to rezone the property described in Exhibit A attached hereto and incorporated herein by reference and generally referred to as being approximately 54.04 acres located on the northeast corner of US Highway 15-501 and Lystra Road (SR 1721) be rezoned from RA-40, Residential-Agricultural District to CU-B-1, Conditional Use Business District be approved.

2. This ordinance shall become effective upon its adoption.

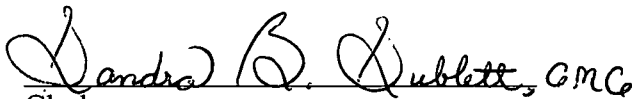
Adopted this 17th day of January, 2006.

CHATHAM COUNTY BOARD OF COMMISSIONERS

By:

  
Chairman

ATTEST:

  
Clerk



## **EXHIBIT A**

Property identified on the Williams Corner Development Plan Sketch, Sheet C2, dated 8-29-2005 (Project No. FOR-05190) and comprising approximately 54.04 acres. This description includes all of the property owned by William Cecil Ford on both sides of Lystra Road and as identified by the Chatham County Tax Department at Parcel # 18901.

A RESOLUTION APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT  
FOR A REQUEST BY NORTH CHATHAM INVESTMENTS, INC.

WHEREAS, North Chatham Investments, Inc., has applied to Chatham County for a conditional use permit for a certain tract or parcel of land containing approximately 98.5 acres on the northeast corner of U.S. Highway 15-501 and Lystra Road (SR 1721) for a Planned Unit Development and Daycare within the existing RA-40 zoning district and various uses within the CU-B-1 zoning district as indicated in the Application; and

WHEREAS the Chatham County Board of Commissioners based upon the competent, substantial and material evidence in the record, including, without limitation, the Applicant's written materials, all of which are incorporated herein by reference, hereby finds as follows:

1. The use requested is among those listed as an eligible conditional use in the district in which the subject property is located or is to be located.
2. The requested conditional use permit is either essential or desirable for the public convenience or welfare.
3. The requested permit will not impair the integrity or character of the surrounding or adjoining districts, and will not be detrimental to the health, safety or welfare of the community.
4. The requested permit is consistent with the objectives of the Land Development Plan.
5. Adequate utilities, access roads, storm drainage, recreation, open space, and other necessary facilities have been or are being provided consistent with the County's plans, policies and regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CHATHAM COUNTY BOARD OF COMMISSIONERS as follows:

That a Conditional Use Permit be, and it hereby is, approved for the reasons hereinabove stated subject to the additional stipulations and conditions set forth hereinafter; and

BE IT RESOLVED FURTHER that the Chatham County Board of Commissioners hereby approves the application for the conditional use permit in accordance with the plan of North Chatham Investments, Inc. attached hereto and incorporated herein by reference with specific conditions as listed below:

Stipulations Specific to the Application

1. A revised site plan shall be furnished to staff prior to issuance of the first building permit to include the following:
  - All landscaping details ( i.e. types, sizes, and spacing of plantings) as required by the Chatham County Appearance Commission regarding perimeter landscaping and parking lot landscaping,
  - Location and size of approved signage with lighting specifications,
  - A lighting plan with detailed specifications for each phase or stage (i.e. location, foot-candles, etc) as required by the draft Chatham County Lighting Ordinance shall be provided prior to issuance of a building permit for said phase.
  - Setbacks of structures
2. All required perimeter screening and buffers shall be installed prior to issuance of a certificate of occupancy for the first structure or at the first optimal planting season following issuance of the certificate of occupancy. Vegetation internal to the property shall be installed prior to the issuance of the certificate of occupancy for the first structure within each phase or during the first optimal planting season following issuance of the certificate of occupancy. The vegetation / landscaping shall be kept in good condition and replaced if necessary at the next optimal planting season. If the existing vegetation shown on the plan is disturbed or does not provide screening as addressed in the Chatham County Design Guidelines, then vegetation shall be installed to meet said Guidelines prior to the certificate of occupancy for the applicable phase.
3. Entrance locations, the three (3) proposed driveway entrances onto Hwy 15-501 and the two (2) entrances on SR-1731, Lystra Road, shall be as shown on the site plan dated 11/28/05 (entrance locations shall also be shown on the revised site plan required in item # 1 above). The current main entrance into the development, across from Polks Landing Road, shall be designed as a NCDOT full movement entrance. The middle entrance shall be designed as a future full movement access, currently designed and used as a right-in / right-out only, and be located such that if Polks Landing Road is relocated to the North in the future, the location would be suitable for an additional traffic signal. If said relocation occurs, the entrance across from existing Polks Landing Road shall become right-in/right-out only.
4. A watershed protection plan for the entire project area shall be furnished to staff prior to issuance of the building permit and shall include impervious surface calculations. Prior to issuance of a Certificate of Occupancy for the first structure and each subsequent structure, the developer shall submit evidence satisfactory to the Planning Department of compliance with the approved plan which does not exceed 24%.
5. A storm water management plan as described in detail in the development application. sufficient to control and treat the one year 24 hour storm for the entire project area shall be approved by the Planning Department prior to issuance of a building permit. The developer shall construct and provide an engineer's verification of construction of storm water management control measures sufficient to serve the applicable project area prior

to issuance of a Certificate of Occupancy for the first structure within the project area or phase.

6. Easement documents as required by the County for any public utilities used or furnished to the project area shall be recorded prior to issuance of a building permit.
7. All required local, State or Federal permits (i.e. NCDOT commercial driveway permits, NCDWQ Authorization to Construct Water Lines, NCDWQ Sewer Treatment Plant, and Erosion Control Permit) or encroachment agreements shall be obtained and copies submitted to the County prior to the issuance of a building permit.
8. Off-site improvements required by NCDOT or any other agency shall be constructed at no cost to the County.
9. Construction Deadline. This conditional use permit shall automatically expire on the second anniversary of its issuance unless construction has commenced after issuance of the zoning determination and building permits.
10. Setbacks of structures shall be as shown on the site plan dated 11/28/05 and at a minimum meet the B-1 Business District setbacks for area zoned B-1 Conditional Use Business and the area zoned RA-40 with Conditional Use Permit shall at a minimum meet the RA-40 setbacks.

Stipulations Regarding Required Improvements

11. Silt Control. The applicant shall take appropriate measures to prevent and remove the deposit of wet or dry silt on adjacent paved roadways.
12. Appeal. The County shall be under no obligation to defend any action, cause of action, claim, or appeal involving the decision taken herein. In the event a response is authorized by the County concerning this resolution, or any action to enforce the provisions hereof, the applicant, its successors or assigns shall indemnify and hold the County harmless from all loss, cost or expense, including reasonable attorneys fees, incurred in connection with the defense of or response to any and all known or unknown actions, causes of action, claims, demands, damages, costs, loss, expenses, compensation, and all consequential damages on account of or resulting from this decision. Nothing in this paragraph shall require the applicant to indemnify and hold the County harmless from any losses or costs associated with defense of the County's actions or procedures in considering and acting upon this application.
13. Fees. Applicant shall pay to the County all required fees and charges attributable to the development of its project in a timely manner, including, but not limited to, utility, subdivision, zoning, building inspection, recreation and educational impact fees established from time to time.

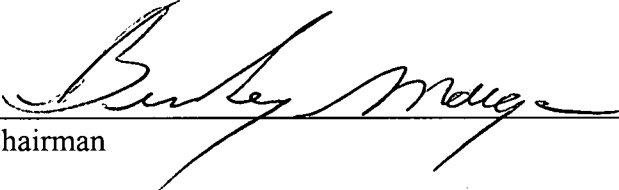
14. Continued Validity. The continued validity and effectiveness of this approval was expressly conditioned upon the continued compliance with the plans and conditions listed above.
15. Non-Severability. If any of the above conditions is held to be invalid, this approval in its entirety shall be void.
16. Non-Waiver. Nothing contained herein shall be deemed to waive any discretion on the part of the County as to further development of the applicant's property and this permit shall not give the applicant any vested right to develop its property in any other manner than as set forth herein.

BE IT FURTHER RESOLVED that the Board of Commissioners of the County of Chatham hereby approves the application for a conditional use permit in accordance with the plans and conditions listed above.

Adopted this the 17th day of January, 2006.

CHATHAM COUNTY BOARD OF COMMISSIONERS

By:

  
Chairman

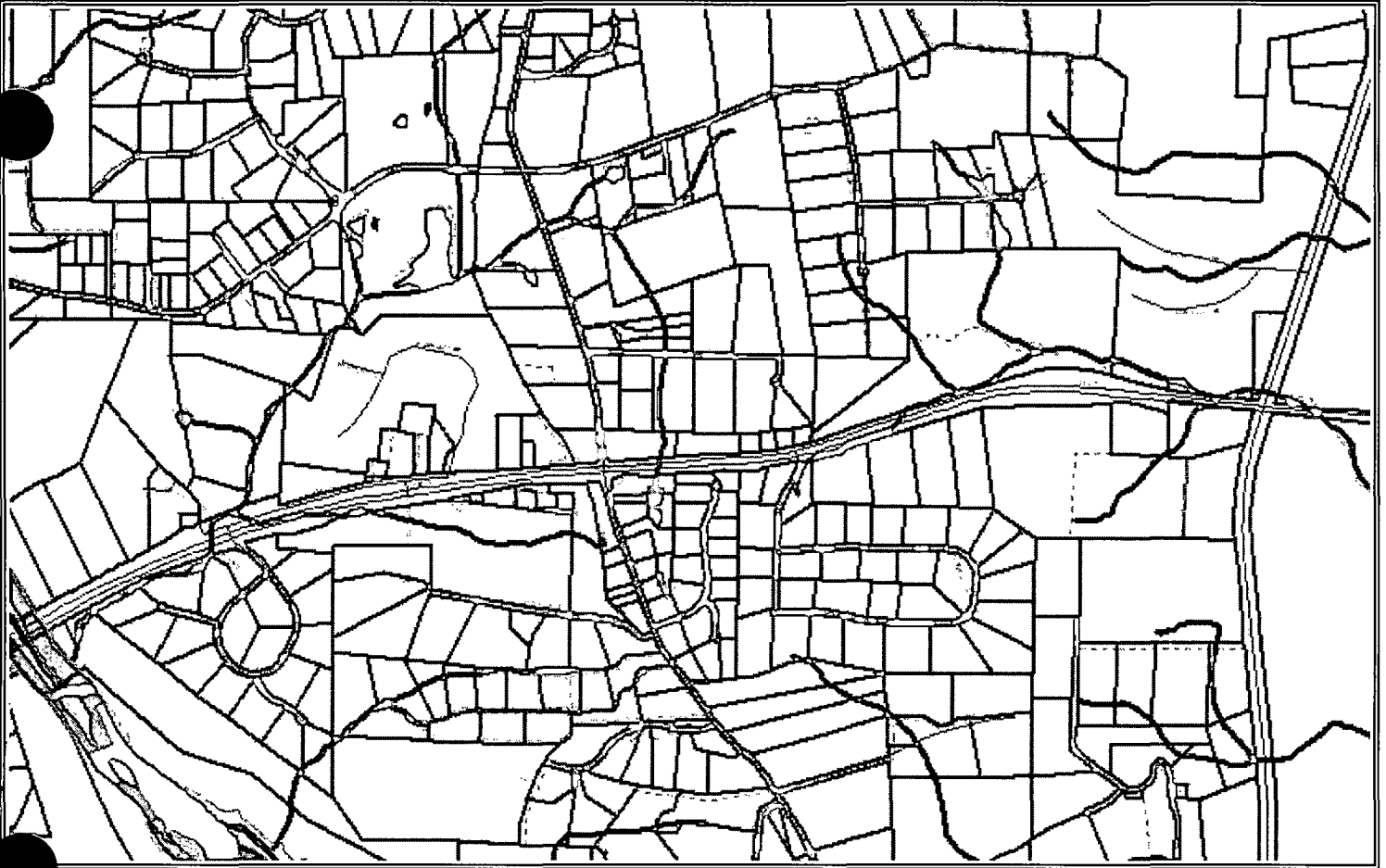
ATTEST:

  
Clerk

= Nearby Commercial

7 = Copeland Property

Chatham County Map



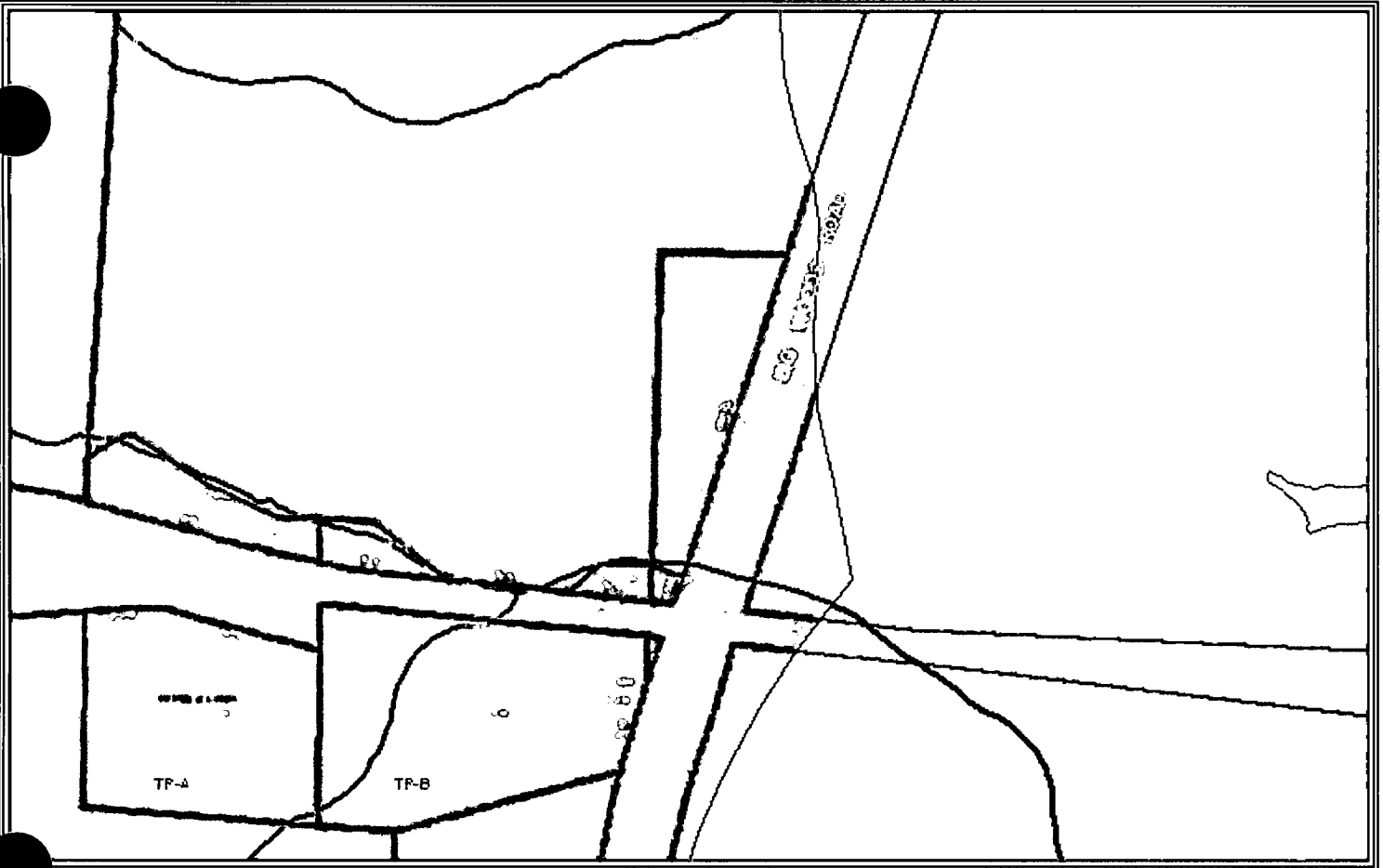
PIN	9782-24-9549.000	Property Rec Card	N5-54C
Parcel Number(AKPAR)	17437	Feature	PARCEL-MATCH
Tax Year	2006	Township	11
Fire District	107	OwnerID	1195743
Deed Name	COPELAND WILLIAM RAGAN & LISA G	Deed Book	844
Deed Page	0657	Deed Year	2000
Plat Book		Plat Page	
Legal Descrip	N5-54C	Land FMV	109552
Improvement FMV	0	Deeded Acres	5.6
Physical Address	BIG WOODS RD	PIN Map	9782
PIN Submap	00	PIN Map Block	24
PIN Parcel	8558	PIN Subparcel	
Billing Name	COPELAND WILLIAM RAGAN	Billing Name2	COPELAND LISA G
Billing Name3		Billing Address	2551 HOLLANDS CHAPEL RD
Billing Address2		Billing Address3	
Billing Address4		Billing City	APEX
Billing State	NC	Billing Zip	27502
Watershed	WS-IV PA	Census Tract	020100

*Disclaimer:* This map is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The County and the mapping companies assume no legal responsibilities for the information contained on this map.

**Map Scale**  
 1 inch = 2511 feet  
 Grid based on the North Carolina State Plane Coordinate System, 1983 North American Datum.



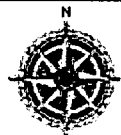
Chatham County Map



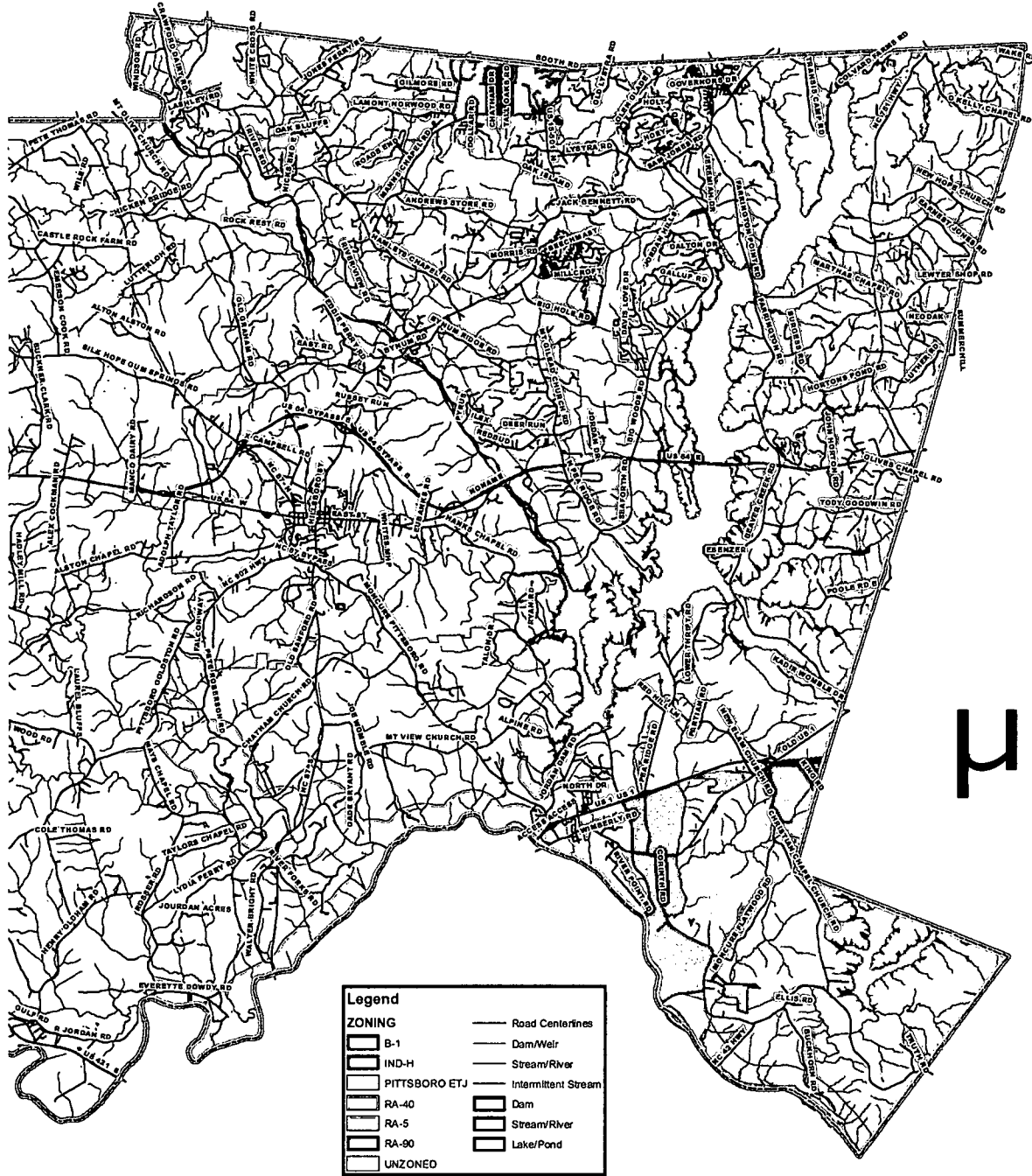
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**Map Scale**  
 1 inch = 628 feet  
 Grid based on the North Carolina State Plane Coordinate System, 1983 North American Datum.



# MAJOR ZONING DISTRICTS



0 2.5 5 10 Miles



# CHATHAM COUNTY BOARD OF ELECTIONS

STATE OF NORTH CAROLINA  
COUNTY OF CHATHAM

## RESOLUTION TO RECOMMEND THE PURCHASE OF VOTING EQUIPMENT

WHEREAS, the Chatham County Board of Elections has the authority and duty to recommend a voting system of a type, make, and model approved certified by the State Board of Elections for use in some or all voting places in the county at some or all elections in accordance with G.S. 163-165.9; and

WHEREAS, the Chatham County Board of Elections has witnessed a demonstration, in the county or at a site designated by the State Board of Elections, of the type of voting system being recommended and also witnessed a demonstration of at least one other type of voting system certified by the State Board of Elections;

WHEREAS, the State Board of Elections and the Office of Information Technology Services has a Statewide Term Contract with certified vendors;

WHEREAS, grants from the HAVA Election Fund may be used by the County Boards of Election for purchasing voting equipment from a certified vendor and the County is entitled to receive up to \$314,482 from the HAVA Election Fund based on the formula of \$12,000.00 per precinct, \$12,000.00 per One-Stop sites, plus \$1.00 for each voter that turned out in the 2004 presidential election but not less than \$10,000.00 or more than \$100,000.00;

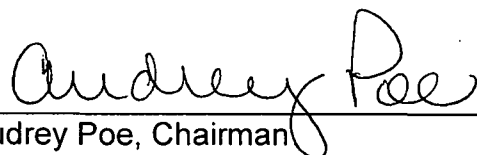
THEREFORE BE IT RESOLVED that the Chatham County Board of Elections hereby recommends the following certified voting equipment to the Chatham County Board of Commissioners;

Voting Type: Direct Record Electronic – **iVotronic** for ADA compliance in each precinct and for Absentee One-Stop voting and **M-100 Optical Scan** for use in each precinct and for mail in absentee

Vendor: Election Systems and Software

Estimated Cost: \$\$447,447

Total cost to County after grant monies - \$132,965



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Audrey Poe, Chairman  
Chatham County Board of Elections

## Combination of Optical Scan and DRE Chatham County

approved by County Commissioners - January 17, 2006

30 units M-100 at \$5,000 each	\$150,000
iVotronic ADA units at \$3,395 each - 30	\$101,850
15 iVotronic units at \$3,295 each	\$49,425
Supervisor Terminal	\$2,250
burner for pcmia card	\$600
Unity Software Program	\$74,780
Database build	\$2,000
Software Training	\$5,600
2 Dell work stations	\$4,326
modem and cable	\$150
Communications Software	\$472
Cat 5 Ethernet Cables - 3	\$75
8 port network hub	\$131
Multi Modem Adapter	\$374
2 Laser Report Printers	\$2,338
iVotronic Training	\$1,600
Train the Trainer	\$1,600
M-100 Training	\$800
ballots for election day	\$15,858
delivery and labor for election supplies	\$2,000
truck rental for delivery - 4 trucks, 2 days	\$1,000
additional PCMCIA memory card - 5 at \$90	\$450
additional ink cartridges - 30 at \$30	\$900
additional batteries - 10 at \$105	\$1,050
Additional paper rolls - DRE- 10 at \$3.75	\$38
Additional paper rolls - 60 at \$5.75	\$345.00
Additional Printer paper rolls - 90 at \$3.75	\$337.50
Additional battery sticks - 3 at \$162.50	\$488
Additional flash cards - 10 at \$60	\$600
printer packs - 30 at \$800	\$24,000
Additional printer batteries - 30 at \$32	\$960
3 PEB readers at \$350	\$1,050

First year - start costs

\$447,447

CONCERNED PARENTS OF  
THE BENNETT  
SCHOOL COMMUNITY

# PROPOSED ISSUE

- BOE - \$2500.00 TUITION (\$500.00 now)
  - WHY?
  - BUDGET CONCERNS – CURRENTLY HAS PER PUPIL FUNDING OF APPROXIMATELY \$2594.00
  - COUNTY GIVES \$19,515,115 FOR EDUCATION AND WE HAVE APPROXIMATELY 7,521 STUDENTS
  - $\$19,515,115 / 7,521 = \$2594.00$

YOU WILL BE TOLD THAT THIS IS WHERE THE PROPOSED \$2500.00 COMES FROM, HOWEVER AFTER SPEAKING TO THE COUNTY COMMISSIONERS; THAT MONEY IS GIVEN IN A LUMP SUM, NOT IN A “PER PUPIL FORMAT”.

YOU WILL NOT BE TOLD THAT THE STATE GIVES EACH COUNTY \$5117.00 PER CHILD THAT ATTENDS SCHOOL IN THAT PARTICULAR COUNTY. IF WE TRY TO CHARGE \$2500.00 TO OUT OF COUNTY CHILDREN, WE LOOSE \$2617.00 PER CHILD!

**Or for the \$500, we lose \$4617.00 per child**

# WHY????

HOW MANY STUDENTS DO WE ALLOW TO GO OUTSIDE OF CHATHAM COUNTY EACH YEAR? FIGURE THE \$5117.00 FOR EACH CHILD?

I AM A RESIDENT OF CHATHAM COUNTY AND I PAID IN APPROXIMATELY \$1400.00 IN COUNTY AND 40% WENT TO EDUCATION. THAT EQUALS \$560.00 AND I HAVE 2 CHILDREN IN SCHOOL; I AVERAGE \$280.00 PER CHILD. YET WE WANT TO CHARGE \$2500.00!

HOW MANY OF YOU PAY \$2500.00?

IS THIS ANOTHER ATTEMPT BY THE BOARD OF EDUC TO DISCRIMINATE AGAINST THE BENNETT COMMUNITY?

# BENNETT COMMUNITY

YOU WILL BE TOLD THERE ARE 68 CHILDREN COMING FROM RANDOLPH COUNTY TO BENNETT SCHOOL.

HERE IS THE ACTUAL BREAKDOWN: 24 FROM SC Elem area, 5 from the JSW area, 9 from the Bonlee area, 5 from Chatham Middle and 25 from Randolph. Out of the 25 from Randolph, 3 come with employees.

ALSO, THERE ARE 16 STUDENTS THAT LIVE IN THE AREA AND GO TO MOORE COUNTY SCHOOLS.

IN THE END THAT LEAVES A DIFFERENCE OF ONLY 6 STUDENTS FOR THIS AREA.

WHAT HAPPENS IF THOSE CHILDREN ARE FORCED OUT OF THAT SCHOOL? THE COUNTY NOT ONLY LOOSES MONEY, BUT WE LOOSE OUR COMMUNITY!

# BENNETT COMMUNITY

- THE SCHOOL / COUNTY WILL LOOSE AT LEAST ONE TEACHER AND TEACHER ASSISTANT.
- TOTAL BUSINESSES IN BENNETT – 14 / 7 OWNERS FROM RAND.
- LOCAL FIRE DEPT – 34 MEMBERS, 8 FROM RAND; 3 OUT OF 7 OFFICERS ARE FROM RANDOLPH.
- OUR PTA THRIFT SHOP REPRESENTATIVE IS FROM RAND.
- OUR LOCAL TOWN RECREATION DEPT HAS ITS VICE PRESIDENT FROM RAND. AND 10 OUT OF 17 HEAD COACHES ARE FROM RAND.
- WE ARE CONSTANTLY TOLD THAT OTHERS UNDERSTAND OUR SCHOOL SITUATION IN BENNETT, YET THEY COULD NOT POSSIBLY UNDERSTAND UNLESS YOU ARE FROM THERE.
- I AM HERE TONIGHT TO EDUCATE THE BOARD TONIGHT AS TO WHY ANY AND ALL CHILDREN RESIDING IN THE BENNETT ATTENDANCE ZONE OF RANDOLPH COUNTY SHOULD NEVER BE CHARGED A DIME TO ATTEND BENNETT SCHOOL.

# FREE PUBLIC SCHOOLS

## SEE HANDOUTS

- **ATTENDANCE ZONES / AREAS**
  - FOR 73 YEARS THIS AREA HAS EXISTED
  - NC CONSTITUTION, NC GENERAL STATUTES, CHATHAM COUNTY TRANSFER POLICY, AND THE THE 1979 RULING THAT IS LAW ALL SPEAK OF THE ATTENDANCE AREA OF THE SCHOOLS.
- IF THAT AREA IS IN FACT PART OF THE BENNETT ATTENDANCE ZONE, THOSE CHILDREN CANNOT BE CHARGED A FEE.



# BENNETT SCHOOL “ZONE”

- AGREEMENTS / POLICIES
  - 1917 – MONEY CHANGES HANDS
  - 1932 – CC, RAND., STATE BOE, EQUAL. BOARD
  - 1966 – COURT RULING
  - 1979 – NC STATE LAW
  - 1999 – CC BOE MADE PERMANENT
  - 2003 – GRANDFATHER CLAUSE

WHO and WHY does this issue keep coming up?

No one will come forth and tell us anything. The BOE and Dr. Hart will only use taxpayers, a “North Chatham” group and the BOE itself as a scapegoat. Who is pushing this?

MAP

# HOW CAN YOU HELP?

- ONE BOE BOARD MEMBER SUGGESTED THAT BEING THE \$2594.00 WAS NOT TAKEN OUT OF THE BUDGET FOR THE PAST TWO YEARS FOR THESE STUDENTS, THAT THE COMMISSIONERS NOT TAKE IT OUT AGAIN.
- TALK TO THIS BOE, THEY WILL NOT LISTEN OR EVEN ATTEMPT TO HELP.
- DO NOT ALLOW THEM TO CHANGE OUR TOWN AND COMMUNITY BECAUSE OF HIDDEN AGENDAS, WHAT IS THE REASONING?

# CONCLUSION

- YOU HAVE ONE OF THE BEST SCHOOLS IN THE ENTIRE STATE LOCATED IN BENNETT. WE DO NOT ASK THIS BOARD FOR A WHOLE LOT(LOOK AT THE BUDGET)

ALL THAT WE DO ASK IS THAT YOU SIMPLY LEAVE US AND THIS RANDOLPH COUNTY ISSUE ALONE. MAKING THOSE FAMILIES PAY \$2500.00 IS INSANE, ESPECIALLY BEING THAT NO ONE IN CHATHAM PAYS THAT AMOUNT. THEY HAVE LEGAL RIGHTS TO NOT BE CHARGED ANYTHING. TRYING TO "RUN" OFF THESE CHILDREN WILL RUIN OUR LOCAL COMMUNITY AS THE PARENTS WILL GO WHERE THEIR CHILDREN WILL GO AND SO WILL OUR BUSINESS OWNERS, COACHES, SHOPPERS IN THE COMMUNITY. BEFORE THIS MEETING MANY OF YOU DID NOT KNOW THE BACKGROUND FOR THIS AREA; NOW YOU DO. IT IS UP TO THIS BOARD TO DECIDE BOTH WHETHER IT CAN HELP OUR CAUSE. I WOULD LIKE TO THANK THE CHATHAM COUNTY COMMISSIONERS, THE LOCAL NEWSPAPERS AND ESPECIALLY THE COMMUNITY BENNETT FOR ALLOWING ME TO COME AND REPRESENT THE BENNETT COMMUNITY HERE TONIGHT.

Department of Cultural Resources  
Division of Archives and Records  
Collections Services Section

Certificate of Authenticity

This is to certify that the following images are true and accurate reproductions of records received by this agency for the purpose of scanning and creating microfilm from the scanned images. It is further certified that any micrographic format created through conversion or duplication of these images complies with the Uniform Photographic Copies of Business and Public Records as Evidence Act, as described in G.S. § 8-45.1, and forms a durable medium for reproducing the original record. It is also certified that processes exist to prevent the unauthorized creation, addition, alteration, deletion, or deterioration of these images, and that these images were scanned under the direction of the undersigned on the date(s) indicated below.

The records consist of: CHATHAM COUNTY  
BOARD OF COMMISSIONERS, MINUTES

The records begin with:

VOLUME: 51 DATE: NOVEMBER 7, 2005 PAGE: NOT CONSECUTIVE

and end with:

VOLUME: 51 DATE: JANUARY 17, 2006 PAGE: NO CONSECUTIVE

Date scanning began: 5/22/14 Date scanning ended: 5/22/14

Scanning Resolution (dpi): 300

Number of pages scanned: 524

Linda Dixon  
Equipment Operator