

C.022.93023

CHATHAM
COUNTY

BOARD OF
COMMISSIONERS

MINUTES

DCR-DAH-ARS-RSB
Form IU-T4

**THE FOLLOWING RECORDS
ARE FILMED IN THE ORDER
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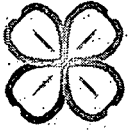
CHATHAM COUNTY

**BOARD OF
COMMISSIONERS**

MINUTES

VOLUME: 49

**(FEBRUARY 7, 2005 –
APRIL 18, 2005)**



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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BOARD OF COMMISSIONERS, MINUTES

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VOLUME: 49 DATE: FEBRUARY 7, 2005 PAGE: NOT consecutive

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VOLUME: _____ DATE: _____ PAGE: _____

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FEBRUARY

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
FEBRUARY 07, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 9:00 AM on February 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 9:01 AM.

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.

Chairman Morgan asked that a Closed Session be added prior to beginning the Work Session to discuss real estate and that a discussion regarding Impact Fees be added to the Agenda as Item #15A.

The County Manager asked that February 21, 2005 set as the date on which to hold a Southeast and Southwest Chatham Water District Environmental Scoping meeting.

Commissioner Barnes moved, seconded by Commissioner Outz to approve the Agenda and Consent Agenda with the noted requests. The motion carried five (5) to zero (0).

CONSENT AGENDA

1. **Minutes:** Consideration of a request for approval of Board Minutes for regular meeting held January 18, 2005 and work session held January 18, 2005

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

2. **Tax Lien Advertisement:** Consideration of a request to approve advertisement of tax liens

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

3. **Tax Refunds:** Consideration of a request to approve refunds on regular tax bills paid in error, attached hereto and by reference made a part hereof.

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

4. **Resolution for Addition of Road to the North Carolina System of Secondary Roads – Jamestown Road and Plymouth Circle:** Consideration of a request to approve Resolution #2005-04 for the Addition of Streets or Roads to the North Carolina System of Secondary Roads – Jamestown Road and Plymouth Circle - The Settlement Subdivision, attached hereto and by reference made a part hereof.

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

5. **Funds Acceptance for Health Department:** Consideration of a request to accept funds awarded to the Health Department's Environmental Health Division in the amount of \$500

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

6. **Funds Acceptance for Health Department:** Consideration of a request to accept funds in the amount of \$1,200 from the North Carolina Department of Environment and Natural Resources (NCDENR) for Childhood Lead Poisoning Prevention

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

7. **Funds Acceptance for Health Department:** Consideration of a request to accept Family Planning funds in the amount of \$32,432 in Family Planning Funds from the Division of Public Health

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

8. **Funds Acceptance for Health Department:** Consideration of a request to accept funds in the amount of \$5,000 from the NC Association of Free Clinics

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

9. **Conveyance of Property:** Consideration of a request to convey property (milk vending machines) to Chatham County Schools

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

10. **Funds Acceptance for Health Department:** Consideration of a request to accept funds in the amount of \$6,702 from the Division of Public Health

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

11. **ETJ Representative Appointment:** Consideration of a request to reappoint Kenneth Hoyle as an ETJ representative to the Town of Pittsboro Planning Board

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

12. **Sketch Design Approval Of "The Stonegate Cottages, Phase II":** Consideration of a request by Pittman - Korbin, Inc. on behalf of Ronald Shearin for sketch design approval of "The Cottages at Stonegate, Phase II", consisting of 15 lots on approximately 46 acres, located at the intersection of SR #1535, Gilmore Road and SR #1534, Poythress Road, Baldwin Township

As per the Planning Department and Planning Board recommendation, sketch design approval of the plat was granted as submitted. The motion carried five (5) to zero (0).

13. **Preliminary Design Approval of "Camden Park South, Phase 1":** Consideration of a request by Dan Sears, Sears Design Group on behalf of Fitch Creations, Inc. for preliminary design approval of "Camden Park South, Phase I, Fearington Section XIV", consisting of 20 lots on approximately 9 acres, off SR #1812, Weathersfield and East Camden (not yet numbered), Williams Township

As per the Planning Department and Planning Board recommendation, preliminary design approval of the plat was granted as submitted. The motion carried five (5) to zero (0).

14. **Waiver From Subdivision Ordinance:** Consideration of a request by Nicolas P. Robinson, Bradshaw & Robinson, LLP, on behalf of Chapel Ridge for a waiver from Section 6.2 D (3) (h) of the Subdivision Ordinance

As per the Planning Department and Planning Board recommendation, the waiver request was granted as submitted. The motion carried five (5) to zero (0).

15. **Stockyard Road Public Hearing:** Consideration of a request to set February 21, 2005 as the date on which to hold a public hearing on the 2003 Stockyard Road closeout

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

- 15A. **Southeast and Southwest Chatham Water District Environmental Scoping Meeting:** Consideration of a request to set February 21, 2005 as the date on which to hold a Southeast and Southwest Chatham Water District Environmental Scoping meeting

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

END OF CONSENT AGENDA

PUBLIC INPUT SESSION

Sandra Tripp, 1180 Andrews Store Road, Pittsboro, NC, stated that she was a Chatham County native with a rich family history; that she was an adjacent property owner to the proposed Briar Chapel Development and that she has a concern relating to the buffer. She conceded her time to Jeffrey Starkweather to speak regarding this matter.

Jeffrey Starkweather, PO Box 590, Goldston Road, Pittsboro, NC, stated that he believes that this is an interpretation of the ordinance; that it is critical for Ms. Tripp; that Ms. Tripp built a new home several years ago believing that the area would remain there and have a reasonably rural character to her area; that under the Compact Communities Ordinance, it states that one of the purposes is to protect Chatham County's rural character by adequately buffering compact communities from neighboring properties and roadways; that Mr. Styers, representing Briar Chapel, made a statement that he didn't think there was a regulation that applied to this land; that he feels that this is incorrect and he would like to have it looked into before a decision is made on the development; that to the east of the property, there is an existing right-of-way; that this is where Briar Chapel would like to put a roadway; that there are three entrances within a quarter-mile; that there would be one to the east and one to the west of this site; that the ordinance talks about the width of the buffers. He showed a map that had a one hundred foot buffer on every property around it stating that this also applied to the Durham farm located to the east of it. He stated that Ms. Tripp's was the only property that was not being given the one hundred foot buffer; that Chart 9.2 shows the horizontal access talks about a large two-acre residential lot; that Ms. Tripp has three acres; and that Ms. Tripp needs to have a two hundred foot buffer in order to have adequate buffering.

Sally Kost, 1101 New Hope Church Road, Apex, NC, speaking on behalf of the Chatham Coalition, stated that the coalition believes strongly that good government is open government; that they believe that the public should have input and a public hearing process that gives citizens more time to become informed and allow them to participate in a meaningful way; that the Board is considering a significant change to public policy with regard to impact fees; that they do not know that they are a good idea; that they do not know how the Board knows that it is a good idea; that it has not been debated, discussed, nor deliberated in a public arena; that good decision making requires looking at all angles and seek input from the citizens of the County; that it appears to them to be "back room" politics; that they believe that the Board's intentions are good; that the County needs money for schools; that they want high-quality schools and good education; that when the Board makes a decision of significant shifts in public policy, it cannot be done in a vacuum; that it must involve citizens; that she wonders why it did not appear on the printed Agenda; that they ask that the decision on impact fees be postponed and that a public hearing be held for citizen input.

Gary Hudson, 551 Smith Hudson Road, Siler City, NC, stated that he had been farming in the community all of his life; that he had concerns that the poultry industry is being sacrificed for a few; that they are trying to encourage a few to have organic barnyard chickens on their property to generate income; that this is a niche market; that the problem is that these migratory birds can bring disease to Chatham County; that these individuals trying to have a niche market, generate a small portion of income, but can be devastating to the poultry industry. He stated that the other problem was with the tax issue. He stated that the change is scaring him; that he has continued to diversify over the years; that farming has changed to which he has adapted; that he wants the Board to research the tax issue; that he wants the farmers to be able to work in Chatham County; that with the new tax bills, he is scared; that they are going to tax every item on his property, including the things he has not used for forty years but that are in his possession; that it is his understanding that 35% of the new price of the item is going to be taxed; that if it has not been filed in the Tax Office, he will be charged a penalty of 15% on something that he has had setting around collecting dust and rusting away for forty years; that the equipment is part of his life and his heritage, but that he didn't know that he was going to be liable to pay taxes on it. He asked the Board to form a committee to understand the tax issue that is being levied on the Chatham County farmer.

After considerable discussion, the Board asked that the Tax Administrator be contacted to answer questions at the afternoon work session.

IMPACT FEES

Chairman Morgan moved to change the Chatham County Educational Facilities Impact Fee Ordinance's districts and fees adopted on October 18, 1999 and revised October 7, 2002 stating that the four (4) districts defined are as follows:

- A district consisting of property within the boundary of the Harrison, North Chatham, and Pittsboro Elementary School Districts. Fee: \$4,000
- A district consisting of property within the boundary of Silk Hope and Siler City Elementary School Districts. Fee: \$2,500
- A district consisting of property within the boundary of the Moncure Elementary School District. Fee \$1,400
- A district consisting of property within the boundary of Bennett, Bonlee, and J. S. Waters Elementary School Districts. Fee \$-0-

The motion died for lack of a second.

After considerable discussion, Commissioner Emerson moved, seconded by Commissioner Outz, to further consider the proposed changes as an agenda item at their February 21, 2005 Board of Commissioners' meeting. The motion carried five (5) to zero (0).

RECREATION DEPARTMENT

Bid Award for Southwest Park Fence: Consideration of a request to award contract for Southwest Park fence installation

Chairman Morgan moved, seconded by Commissioner Emerson, to award the bid for fence installation for the Southwest Park Fence to Bushranger Fence Company in the amount of \$8,160.00. The motion carried five (5) to zero (0). The bid summary is attached hereto and by reference made a part hereof.

FINANCE OFFICE

Fiscal Year 2004-2005 Budget Amendments: Consideration of a request to approve Fiscal Year 2004-2005 Budget Amendments

Commissioner Emerson moved, seconded by Commissioner Outz, to approve the Fiscal Year 2004-2005 budget amendments, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

BOARD AND COMMITTEES

Appearance Commission Appointments: Consideration of a request to appoint two members to the Appearance Commission by Commissioners Cross (1) and Barnes (1)

Commissioner Cross deferred his appointment to the Appearance Commission until a later date.

Commissioner Barnes deferred his appointment to the Appearance Commission until a later date.

Board of Equalization and Review Appointment: Consideration of a request to appoint members to the Board of Equalization and Review by Commissioners Outz (1) and Cross (1)

Commissioner Cross moved, seconded by Commissioner Outz, to appoint Paul McCoy, 3557 Pea Ridge Road, New Hill, NC, to the Board of Equalization and Review. The motion carried five (5) to zero (0).

Commissioner Outz moved, seconded by Commissioner Cross, to appoint Gerald Totten, 106 Petty Road, Siler City, NC, to the Board of Equalization and Review. The motion carried five (5) to zero (0).

Commissioner Barnes moved, seconded by Chairman Morgan, to reappoint Ken Scheffel, 50001 Brodgen, Chapel Hill, NC, to the Board of Equalization and Review. The motion carried five (5) to zero (0).

Child Fatality Prevention Team Appointments: Consideration of a request to appoint or reappoint members to the Child Fatality Prevention Team by Commissioners Emerson (1) and Outz (1)

Commissioner Emerson moved, seconded by Outz, to appoint Chreatha Alston-Woods, 722 Mitchell Chapel Road, Pittsboro, NC, to the Child Fatality Prevention Team. The motion carried five (5) to zero (0).

Commissioner Outz deferred his appointment to the Child Fatality Prevention Team until a later date.

Human Relations Commission Appointment: Consideration of a request to appoint or reappoint a member to the Human Relations Commission by Commissioner Emerson (1)

Commissioner Emerson moved, seconded by Outz, to reappoint Donald Matthews, 810 12th Street, Siler City, NC to the Human Relations Commission. The motion carried five (5) to zero (0).

Chatham Partnership for Children Appointment: Consideration of a request to appoint a Commissioner to the Chatham Partnership for Children

This appointment was deferred until a later date.

BOARD OF COMMISSIONERS' MATTERS

Modular Technologies, Inc. Bid Award: Consideration of a bid award for the Department of Social Services mobile unit to Modular Technologies, Inc. in the amount of \$103,291.10

Commissioner Emerson moved, seconded by Commissioner Outz, to approve the bid award in the amount of \$103,291.10 to Modular Technologies, Inc. for the Department of Social Services mobile unit. The motion carried five (5) to zero (0). The agreement is attached hereto and by reference made a part hereof.

MANAGER' S REPORTS

The County Manager had no reports.

COMMISSIONERS' REPORTS

Chairman Morgan stated that he had received numerous calls regarding the NC Sports Arena; that he called to find out the noise level decibel reading; that the Sheriff's Department was unable to get a meter that particular night; and that it was his understanding that EMS had made two calls for emergency treatments.

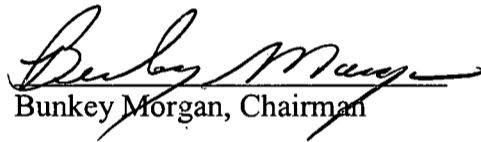
He asked the County Manager to check on this matter.

CLOSED SESSION


Commissioner Emerson moved, seconded by Commissioner Cross, to go out of regular session and convene in closed session upon arrival at the Henry H. Dunlap, Jr. Classroom. The motion carried five (5) to zero (0).

RECESS

Commissioner Cross moved, seconded by Commissioner Barnes, to recess the regular meeting to the scheduled work session in the Henry H. Dunlap, Jr. Classroom. The motion carried five (5) to zero (0), and the meeting was recessed at 10:34 AM.


Bunkey Morgan, Chairman


ATTEST:


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

**CHATHAM COUNTY TAX ADMINISTRATORS OFFICE
TAX REFUNDS FISCAL YEAR 2004-2005
MEETING DATE: FEBRUARY 7, 2005**

1	FIRST BANK P.O. BOX 508 TROY, NC 27371	\$286.56	REFUND ON TAX YEARS 2004, 2003 & 2002 FOR OVERLISTING PER AUDIT 2004 \$18,969 2003\$ 12,854 2002\$ 12,508
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APPROVED: 
Tina Stone
Business/Personal Property Appraiser

APPROVED: 
Kimberly D. Horton, CAE
Tax Administrator

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

Jamestown Road and Plymouth Circle in The Settlement 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

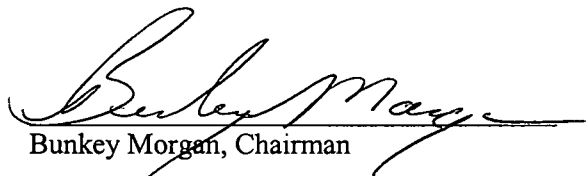
WHEREAS, Jamestown Road is located from the centerline intersection of State Road #1537 to Jamestown Road 4837 Ft. (0.92 mile); and

WHEREAS, Plymouth Circle is located from the centerline intersection of Jamestown Road to the center of cul-de-sac 270 Ft. (0.05 mile); and

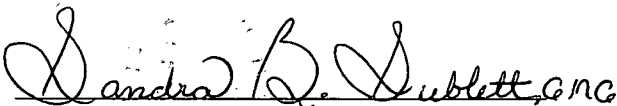
WHEREAS, Jamestown Road and Plymouth Circle have been found to meet the requirements of the Secondary Road System as established by the North Carolina Department of Transportation.

NOW, THEREFORE BE IT RESOLVED, that the Chatham County Board of Commissioners requests that subject roads, Jamestown Road and Plymouth Circle in The Settlement Subdivision, be added to the North Carolina System of Secondary Roads upon meeting all criteria as established by the North Carolina Department of Transportation.

Adopted this, the 7th day of February, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

PURCHASE ORDER

PAGE: 1
P.O. #: 004302
DATE: 02/08/05

INVOICE TO:
CHATHAM COUNTY
FINANCE OFFICE
12 EAST ST.
P. O. BOX 608
PITTSBORO, NC 27312

BUSHRANGER ENTERPRISES
AKA BUSHRANGER FENCE COMP
PO BOX 152
MORRISVILLE, NC 27560

SHIP TO:
CHATHAM COUNTY
RECREATION
P.O. BOX 87
108 SOUTH STREET
PITTSBORO, NC 27312

VENDOR #
6039

DELIVER BY: SHIP VIA:
02/28/05

TERMS
NET

CONFIRM BY

CONFIRM TO
R JAMES

REQUISITIONED BY
T BURNETT

FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		06261208079043	PKSW02	7542	02/08/05

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

			* CONFIRMATION COPY *		
			* DO NOT DUPLICATE *		

1	1.00	EA	FENCE	8160.0000	8160.00
				SUB-TOTAL	8160.00
				TOTAL	8160.00

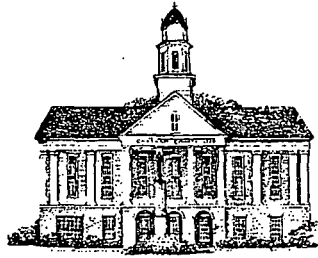
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Chatham County Finance Officer

CHATHAM COUNTY PARKS & RECREATION

TRACY BURNETT
RECREATION DIRECTOR

SETH SWAIN
ATHLETIC SUPERVISOR



P. O. BOX 87
108 SOUTH STREET
PITTSBORO, NC 27312-0087

TELEPHONE
(919) 542-8252

To: Sandra Sublet
From: Tracy Burnett
Re: Bid Summary

Seegars Fence Company	\$8603.00
Bushranger Fence Company	\$9376.00
Brewer Fence	\$9890.00
Frye Fence	\$12,000.00
Ace Fence Builder	\$12,400.00

Option #2 (different type of fence)
Bushranger \$8,160.00

Bushranger
Enterprises

10305 Chapel Hill Road
Post Office Box 152
Morrisville, NC 27560

Phone: 919/467-9670
FAX: 919/467-4462
bushrangerfence@bellsouth.net

Agreement

To: Chatham Co. Parks & Rec.
Post Office Box 87
Pittsboro, NC 27312

Date: February 9, 2005

Subject: P.O. # 004302

Bushranger Fence Company agrees to furnish and install materials NOT TO EXCEED 1,600 l.f. of 6', 11-1/2 ga., 2-3/8" mesh, galvanized chain link fabric with 14 ga. tension wire at top and bottom, one (1) 6' high single-leaf walk gate for 36" opening, painted (green) studded T line posts driven into earth and 2-1/2" o.d. Schedule 40 galvanized terminal posts set in concrete footings. Also included is necessary clearing for the same NOT TO EXCEED linear footage.

Total: \$ 8,160.00

If footage less than set forth above is actually required, per-foot-cost adjustment will be at \$ 5.10 for fence and clearing together.

BUSHRANGER FENCE COMPANY

BY:


Charlie W. Satterwhite

ACCEPTANCE

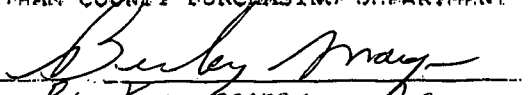
The specifications and work set forth are satisfactory and you are hereby authorized to proceed with work indicated. Terms are balance due to be paid in full within thirty (30) days after completion of work, with approved credit.

CHATHAM COUNTY PURCHASING DEPARTMENT

AUTHORIZED BY:

NAME TYPED OR PRINTED:

DATE:


Bunkley Morgan, Purchasing
Feb 23 2005

**BUDGET AMENDMENTS
FISCAL YEAR 2004-2005**

Addition to/Reduction of Funds

<u>Account Number</u>	<u>Department</u>	<u>Line Item</u>	<u>Revenue</u>	<u>Expense</u>	<u>Explanation</u>
01000003810100 01011104021721	Manager's Office Manager's Office	Miscellaneous Revenue Supervisory Training	1,408	1,408	CCCC/Leadership Academy Instructor Pay
01000003970000 01043106025135	Economic Development Corp Economic Development Corp	Appropriated Fund Balance Industrial Park Allocation	4,818	4,818	Rollover Amendment from FY 2004 Industrial Park Allocation - Approved 4/5/04
01000003445010 01030105036118	Sheriff Sheriff	Safe Start-Social Worker Safe Start-Social Worker Expense	1,518	1,518	Operating Expenses Reimbursed From July 2004 through October 2004
01000003495006 01030105036123	Sheriff Sheriff	Holiday Drive Donations Holiday Drive Expenses	865	865	Holiday Drive Donations Used for Needy Families
01000003497001 01050157021531	Health Health	AC-Donations Medical Supplies	1,004	1,004	Donations Given to the Animal Control Shelter Being Utilized for Medical Supplies
01000003427101 01053117036326	DSS DSS	DSS-Federal Crisis Intervention Prevention	11,236	11,236	Crisis Intervention Prevention Funds Funding Authorization # 3
01000003447101 01053117036340	DSS DSS	DSS-CEMC Progress Energy/CEMC	(50)	(50)	Actual CEMC Donation Amount Less Than Anticipated Budget Amount
			<u>20,799</u>	<u>20,799</u>	

Total Additional Funding to General Fund	20,799
Additional General App. Fund Balance	-
Total FY 05 General App. Fund Balance	2,767,078

Amendments to Project Ordinances

		Project	2005 Amendments	Amended Project
W Chatham Park				
Revenues:				
062-6120-341.81-01	State Grants	\$ 250,000		\$ 250,000
062-6120-344.81-10	Other Grant Funds	\$ -	\$ 5,000	\$ 5,000
062-6120-344.81-20	LWCF Grant	\$ 87,500	\$ (87,500)	\$ -
062-6120-344.81-30	Baseball Tomorrow Grant	\$ 62,605	\$ (62,605)	\$ -
062-6120-347.81-10	Local Fundraising	\$ 30,000	\$ (27,733)	\$ 2,267
062-6120-371.01-00	Interest	\$ -	\$ 5,129	\$ 5,129
062-6120-381.03-00	Sale of Surplus Property	\$ -	\$ 6,000	\$ 6,000
062-6120-391.85-10	Transfer from General Fund	\$ 250,000		\$ 250,000
062-6120-391.85-24	Transfer from Recreation Fees	\$ -	\$ 12,032	\$ 12,032
Total		<u>\$ 680,105</u>	<u>\$ (149,677)</u>	<u>\$ 530,428</u>
Expenditures:				
062-6120-807.90-04	Design and Administration	\$ 59,520	\$ (21,703)	\$ 37,817
062-6120-807.90-10	Equipment	\$ 35,000	\$ (7,615)	\$ 27,385
062-6120-807.90-16	Professional Services	\$ 4,500	\$ 1,800	\$ 6,300
062-6120-807.90-40	Land Purchase	\$ 95,436		\$ 95,436
062-6120-807.90-41	Land Clearing, Grading, Drainage	\$ 123,764	\$ (84,503)	\$ 39,261
062-6120-807.90-43	Facilities	\$ 336,500	\$ (36,336)	\$ 300,164
062-6120-807.90-50	Contingency	\$ 25,385	\$ (1,320)	\$ 24,065
Total		<u>\$ 680,105</u>	<u>\$ (149,677)</u>	<u>\$ 530,428</u>

**BUDGET AMENDMENTS
FISCAL YEAR 2004-2005**

Special Revenue Funds

<u>Account Number</u>	<u>Department</u>	<u>Line Item</u>	<u>Revenue</u>	<u>Expense</u>	<u>Explanation</u>
02230123425011	Forfeited Property	Grants-Federal	14,473		Bulletproof Vest Reimbursement Grant
02230125021520	Forfeited Property	Office Expenses		3,850	
02230125021528	Forfeited Property	Law Enforcemen Supplies		10,623	
			<u>14,473</u>	<u>14,473</u>	

**BUDGET AMENDMENTS
FISCAL YEAR 2004-2005**

Vehicle Reserve Transfers

<u>Account Number</u>	<u>Department</u>	<u>Line Item</u>	<u>Revenue</u>	<u>Expense</u>	<u>Explanation</u>
02817114026629	Sheriff	Vehicle Reserve		(3,905)	Transfer Insurance Reimbursement
02817114058510	Sheriff	Transfer to General Fund		3,905	Payment to Sheriff's Budget for the
01000003918528	Sheriff	Transfer from Equipment Reserve	3,905		Purchase of Replacement Vehicle
01030105079030	Sheriff	Capital Outlay-Vehicles		3,905	
			<u>3,905</u>	<u>3,905</u>	

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF CHATHAM

This AGREEMENT made and entered into this 7th day of February, 2005 by
Modular Technologies, Inc
and between (Vendor & Address) 101 J N Herritage St, hereinafter sometimes referred
Kinston, NC 28501
to as "Contractor"; and Chatham County, PO Box 87, 12 East Street, Pittsboro, North Carolina,
27312, hereinafter sometimes referred to as "County";

WITNESSETH:

WHEREAS, the County has need to purchase and set up one 36' x 76' modular office unit
to include delivery and setup; and

WHEREAS, the Contractor has experience in providing and setting up new modular office
units as specified and possesses all necessary machinery and equipment therefor; and

WHEREAS, the parties have reached agreement for the Contractor to provide the County
certain goods and services as described above and wish to enter this agreement to memorialize their
understanding.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. This contract is effective February 7, 2005 and will expire upon payment of
final invoice unless sooner terminated by the County. This contract may be terminated by the
County upon written notice; and may also be terminated without notice upon the basis of poor
workmanship, or failure to comply with the terms and conditions of this agreement, but shall
continue unless terminated until satisfactorily completed to County standards.

2. Contractor will provide one new modular unit size 36 feet wide by 76 feet in length meeting all specifications contained in the bid documents, which documents are hereby incorporated by reference as fully as if set out herein verbatim. The contractor agrees to deliver the modular unit to 102 Camp Street, Pittsboro, North Carolina by April 4, 2005 and agrees to complete all required setup, as specified in the bid documents, by April 11, 2005. This contract is subject to the availability of funds for the provision of said purchase and services. The modular unit must conform with all North Carolina codes and must bear the North Carolina state seal.

3. For goods and services provided pursuant to paragraph 2 of this contract, the County will compensate (Vendor Name) Modular Technologies the full amount of the awarded contract, \$ 103,291.10. Once all goods are delivered and all work is completed satisfactorily and accepted by the County, the contractor shall invoice the County for the contract price, said invoice shall be accompanied by an affidavit in form satisfactory to the County Attorney that the unit and all accessories thereto are free and clear of any lien or other encumbrance. The County shall remit payment within 10 days of receipt of the invoice from the Contractor, provided all goods have been delivered and all work has been completed in accordance with the bid documents.

4. In addition to other requirements herein provided, Contractor shall provide all machinery and equipment, fuel, maintenance, repairs, labor, and all insurance at his own expense. Contractor represents that he has adequate and safe vehicles, machinery and equipment with which to provide said service. Contractor agrees to protect, defend, indemnify and hold the County, and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, recoveries, costs, charges, and other expenses or liability of every kind and character, including but not limited to attorneys fees and court costs arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind

and character in connection with or arising directly or indirectly out of this agreement and or the performance hereof. Contractor further agrees to investigate, handle, respond to and provide defense for any such claim at its sole expense.

5. Contractor shall at all times during the existence of this contract, maintain workers compensation insurance covering all of its employees; said amounts shall be of at least the amount of coverage required by the State of North Carolina. Contractor shall also maintain comprehensive general liability insurance with minimum limits of \$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage coverage, and shall include premises and operations, independent contractors, products and completed operations, contractual liability, and broad form property damage. The contractor shall also maintain at all times liability insurance on all vehicles used in performance of this contract in amounts of at least \$300,000.00 per person and \$500,000.00 per occurrence for personal injury and wrongful death; and at least \$100,000 for property damage; and medical payment coverage of at least \$5,000.00 per occurrence. Contractor shall furnish copies of all such policies and all renewals, terminations and alterations to the County on a current basis.

6. It is specifically understood and agreed that Contractor is an independent contractor and is not an agent or employee of the County.

7. The Contractor, its agents, employees, and sub-contractors shall not discriminate on the basis of race, color, creed, sex, national origin, ancestry, political affiliation, religion, age, or disability in any policy or practice. The Contractor shall abide by all applicable U.S. and North Carolina Labor Laws, including, but not limited to, Occupational Safety and Health regulations, Fair Labor Standards Act, and the Americans with Disabilities Act and regulations pursuant thereto.

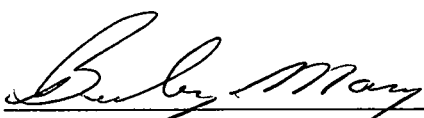
8. Notices and other correspondence relating to this agreement shall be delivered in person or forwarded to the respective parties by U.S. Mail at the addresses indicated above.

IN TESTIMONY WHEREOF, Contractor has caused this contract to be signed by its duly authorized officers; and the County has caused this contract to be executed by its duly authorized officials as of the day and year first above written.

CONTRACTOR'S NAME

By:  Date: 1/26/05
President


CHATHAM COUNTY

By:  Date: _____
Bunkey Morgan, Chairman
Chatham County Board of Commissioners,

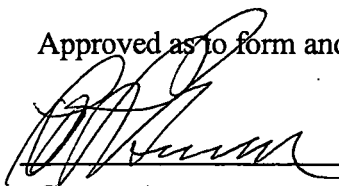
ATTEST:


Clerk, Board of Commissioners

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

 Date: 2/7/05
Finance Officer

Approved as to form and legality.

 Date: 2/7/05
County Attorney

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
WORK SESSION
FEBRUARY 07, 2005

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 February 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 10:45 AM.

Work Session

1. **Solid Waste Advisory Committee**
2. **Presentation by Board of Elections**

(LUNCH)

3. **Transportation Improvement Plan (TIP)**
Overview of the TIP process and pending deadlines for submission of a new transportation projects to the Triangle Rural Transportation Planning Organization for the 2007-2013 update

CLOSED SESSION

Commissioner Emerson moved, seconded by Commissioner Outz, to defer the Closed Session until after lunch with the Cooperative Extension Session. The motion carried five (5) to zero (0).

REGULAR SESSION

Commissioner Emerson moved, seconded by Commissioner Cross, to reconvene in Regular Session. The motion carried five (5) to zero (0).

SOLID WASTE ADVISORY COMMITTEE

John McSween, Solid Waste Advisory Committee Chairman, reviewed the process, proposals for curbside collection, recommendations, and lessons learned from the "request for proposals" process as follows:

The Process

- June 2004 – Commissioners request staff to solicit proposals for County solid waste programs and disposal options
- September 2004 – Proposals mailed to vendors
- October 2004 – Proposals received by County
- November 2004 – Commissioners designate SWAC and senior staff to review proposals and make recommendations
- December 2004-January 2005 – SWAC holds series of meetings to review proposals

- January 2005 – Commissioners decide to delay consideration of proposed disposal options and directs SWAC to review only proposals for current operations
- February 2005 – SWAC makes final recommendation on current operations and presents to Board of Commissioners
- Three vendors submitted proposals for operation of landfill
- One vendor declined to submit proposal
- One vendor submitted proposal on education only
- One vendor submitted proposal for curbside services – Waste Industries
- Two vendors submitted proposals for current operations – County/Waste Industries

Review Process

- Cost analysis for each proposal
- Cost comparison between proposals
- Ranking of each proposal using same criteria as Solid Waste Feasibility Study

The Review - Curbside

- Two Options:

Option A-1 – Exclusive residential franchise

Only residential collector for unincorporated areas. Eliminates all other private solid waste haulers in County.

Option A-2 – Mandatory curbside collection

All residential households must subscribe to service.

Conclusions – Curbside Collection

Option A-1 and Option A-2:

- Only one proposal – Waste Industries
- Too many unknown variables:
 - Variation in waste tonnages and recyclables
 - Limited collection of recyclables for subscribers
 - Potential decrease in county disposal fee revenues

Option A-1:

- No financial benefit to the County – no reduction in expenses associated with operation of 12 collection centers.
- Potential increase in cost to customers
- No other private waste haulers allowed

Option A-2 – Mandatory Collection

- Less desirable than Option A-1
- Limited collection of recyclables
- Potential restrictions due to private roads
- Not user friendly for older population
- Negative traffic impact – approximately 13,000 more collection stops
- Greater than a \$100 increase in annual cost per household
- Only four collection centers open

Recommendation - Curbside

- The Committee feels that this service would not benefit the County at this time.

The Review – Current Operations

Current Operations

- Two vendors submitted proposals

- County staff
- Waste Industries

The Review – Collection Center Operations Cost Comparison

Totals:

	<u>County</u>	<u>Waste Industries</u>
Original Proposal (Option B)	\$ 2,244,361	\$ 1,528,039
Agreed upon adjustments	(134,869)	469,838
Total	\$ 2,109,492	\$ 1,997,877
*Continuing Cost		67,500
Total	\$ 2,109,492	\$ 2,065,377
Cost Difference	\$ 44,115	

*Continuing Cost: Cost that will continue even if waste management operations are contracted out, included indirect cost for manager, finance, MIS etc., (\$57,000) and other expenses associated with HHW, white goods, and education (\$10,500)

The Review – Current Operations – Ranking

	County	WI	Weighting Factor	County	WI
Environmental	7.86	5.43	26%	2.04	1.41
Social/Cultural	8.14	5.71	25%	2.04	1.43
Land Use	5.00	5.00	15%	0.75	0.75
Financial	9.00	6.14	34%	3.06	2.09
Ranking				7.89	5.68

Conclusions – Current Operations

- Our County has State-acclaimed program
- Cost benefit of switching to privatization is minimal (only \$1.55 per household reduction in availability fee per year)
- Loss of public ownership
- Loss of control and flexibility
- Limited control over future price increases of private contractor
- Loss of equipment sharing between County departments
- Once out – costly for County to get back into waste business

Recommendation – Current Operations

The committee recommended that the Waste Management operations remain with the County.

Lessons learned from the RFP process

- Current County waste management program is competitive
- Heightened or increased employee ownership of solid waste program
- Resulted in ideas for potential improvement
- County-wide participation needs to be addressed
- There is value to being an enterprise operation

	<u>County</u>			<u>Waste Industries</u>		
	Original Proposal	Adj.	Adjusted Cost	Original Proposal	Adj.	Adjusted Cost
A. Staffing of Collection Centers	735,814		735,814	714,336		714,336
B. Container transportation	410,153	(88,000)	322,153	328,174	Option 2	328,175

Adjustment: Net cost proposed by Waste Industries resulted in \$88,000 adjustment for County.

C. Disposal	562,380	(46,869)	515,511	485,528	29,983	515,511
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Adjustment less tonnage and lower tipping fee proposed by Waste Industries resulted in (\$46,869) adjusted for County and \$29,983 adjusted for Waste Industries.

Proposal Sub-Total	1,708,347	(134,869)	1,573,478	1,528,039	29,983	1,558,022
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The Review-Collection Center Operations Cost Comparison

Original Proposal	<u>County</u>		<u>Waste Industries</u>		
	Adjusted	Adjusted Cost	Cost proposed but not added to total	Adjusted	Adjusted Cost

Other Cost:

Adjustment: Waste Industries did not add cost of the following to their original total. They did provide detail cost for individual programs. Resulting adjustment to Waste Industries proposal totaled \$306,855.

D. Educational Program	42,785		42,785	25,800	(2,000)	23,800
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Adjustment: Addition error by Waste Industries resulted in a \$2,000 adjustment

E. Special Collections	45,565		45,565	118,655		118,655
F. Environmental Enforcement Program	50,473		50,473	65,400		65,400
G. Household Hazardous Waste Program	59,726		59,726	35,000	15,000	50,000

Adjustment: Waste Industries requested cost adjustment of \$15,000 to Household Hazardous Waste Program.

H. LCID & Capped Landfill	246,896		246,896	60,000	120,000	180,000
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Adjustment: Waste Industries requested cost adjustment of \$120,000 to LCID & capped landfill.

I. Grants and Reports	90,567		90,567	2,000	(2,000)	2,000
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Total Other Cost	536,014		536,014	306,855	133,000	439,855
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Other considerations for operations remaining with the County:

Current duties performed by Waste Management staff may require additional personnel in other departments:

- Financial reports for the "cost over-run" grants for white goods and tires
- Tracking costs for white goods management to ensure the County receives all available funds from the white goods tax distribution
- Contract management and inspections of collection centers

Loss of resources for other departments:

- Waste management staff assist other departments with management of surplus items, recyclables and waste with no impact on departmental budgets

Loss of resources when handling natural disasters (ice storms, hurricanes)

- County staff has been able to work within their budget by shifting responsibilities and prioritizing expenditures to handle unexpected expenses related to natural disasters

Loss of flexibility

- Unexpected occurrences not covered by contract may not be done or may be done for additional cost to County
- Short-term savings could be lost with the negotiations of future contracts

Waste Management staff reside in the County and have a vested interest in the well-being of the program.

- "It's not just a job. Our efficiencies affect us monetarily as taxpayers and give us a sense of pride in our community."

After a question and answer period, Chairman Morgan moved, seconded by Commissioner Cross, to accept staff recommendation, and permit the waste management operations to remain with the County. The motion carried five (5) to zero (0).

BOARD OF ELECTIONS

The Chatham County Board of Elections came before the Board of Commissioners to request additional funds for the Elections office.

Dawn Stumpf, Chatham County Board of Election's Director, stated that due to the many additional burdens on the Elections Office during the past election year, the Elections Office budget had been depleted and could not meet their expenses for the remainder of the fiscal year; that the additional responsibilities and requirements of the "Help America Vote Act" are impacting the Elections Office to the extent that certain changes needed to be made in this fiscal year.

She requested funds for a secure filing system in the amount of \$20,000, funds for an additional employee in the amount of \$15,000, funds to complete list maintenance as required by General Statutes in the amount of \$3416.30, and funds for board expenses for the remainder of the fiscal year in the amount of \$2450.00. She stated that the Elections Office had received a grant to purchase a scanner to be used in the processing and maintenance of voter registration; that they need office space to house the scanner and a new filing system to bring the Elections Office up-to-date in the security requirements of the General Statutes as

pertains to voter registration security. The Director asked the Board to grant the use of the Dunlap Conference room as a permanent part of the Elections Office.

The Board of Commissioners discussed the request and asked questions of the Director.

Chairman Morgan stated that he felt that the Commissioners should grant the request for the funds for list maintenance and the Board expenses, but that the request for the filing system and the additional employee could be requested in the County budget process. The Chairman asked that the Board of Elections Director talk with Renee Dickson, Assistant County Manager and Vicki McConnell, Finance Officer, concerning the request for the conference room space.

TAX ADMINISTRATOR

Commissioner Cross moved, seconded by Commissioner Outz, to ask the Tax Administrator to come to the afternoon work session to discuss farm property tax revaluation. The motion carried five (5) to zero (0).

RECESS FOR LUNCH WITH COOPERATIVE EXTENSION SERVICE

Cooperative Extension Service Luncheon and Annual Report: Luncheon with the North Carolina Cooperative Extension Service and consideration of Annual Report

Commissioner Cross moved, seconded by Commissioner Outz, to recess the meeting for lunch with the North Carolina Cooperative Extension Service and for presentation of their annual report. The motion carried five (5) to zero (0), and the meeting was recessed at 12:00 PM.

RECONVENE

The Board reconvened their work session at 2:03 PM.

TAX OFFICE

Kim Horton, Chatham County Tax Administrator, explained that the Tax Office and Cooperative Extension conducted a listing workshop for farmers after several recent audits of farm businesses showed there was some confusion about how to properly list property. She stated that the purpose of the workshop was to ensure that farmers had the right information about listing; that farmers were instructed to list machinery equipment, computers, furniture and supplies that are used to produce income; that the Tax Office is alerted that a property owner may have an income producing farm if they are in the Land Use Program or if they have farm buildings listed as real property; that in conducting reviews, the Tax Office compares what has been listed with the taxpayer's Federal Income Tax Return Schedule F; that the best way for farmers to ensure everything is listed property is to sit down with the Tax Office to review their situation; that all taxpayers have the right to appeal values placed on property by the Tax Office; and that appeals are heard by the Board of Equalization and Review, a citizen review committee appointed by the Board of Commissioners.

Ms. Horton stated that "Real Property Revaluation Notices" are on schedule to be mailed February 15, 2005.

A lengthy question and answer period ensued.

TRANSPORTATION IMPROVEMENT PLAN (TIP)

Jason Sullivan, Chatham County Planner, gave an overview of the Transportation Improvement Plan (TIP) process and pending deadlines for submission of the new transportation projects to the Triangle Area Rural Transportation Planning Organization for the Fiscal Year 2007-2013.

A copy of the "Transportation Improvement Plan (TIP): 2007-2013, Timeline and Project Suggestions" is attached hereto and by reference made a part hereof.

RESOLUTION REGARDING "OUTDOOR SPORTS LIGHTING"

Commissioner Emerson moved, seconded by Commissioner Cross, to adopt **Resolution #2005-05 Regarding a Lease Purchase Agreement for the Purpose of Procuring "Outdoor Sports Lighting"**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

NOISE ORDINANCE

Commissioner Emerson moved, seconded by Commissioner Outz, to postpone the discussion on the noise ordinance until a later date pending County Attorney review. The motion carried five (5) to zero (0).

MANAGER'S REPORTS

The County Manager reported on the following:

Legislative Delegation Meeting:

The Legislative Delegation meeting will be held on February 24, 2005 at The Farrington House at 6:00 PM.

COMMISSIONER REPORTS

PTA Thrift Shop:

Commissioner Barnes stated that he had received several telephone calls regarding the PTA Thrift Shop volunteers asking for permission to dispose of large items (i.e. sofas, chairs, etc.) that cannot be sold at the shop in the closest collection area.

By consensus, the Board agreed to revisit this matter at their Board meeting on February 21, 2005.

CLOSED SESSION

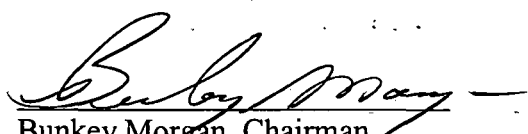
Commissioner Cross moved, seconded by Commissioner Outz, to go out of Regular Session and convene in Closed Session for the purpose of property acquisition and litigation. The motion carried five (5) to zero (0).

REGULAR SESSION

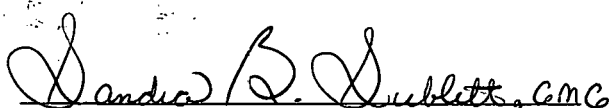
Commissioner Barnes moved, seconded by Commissioner Outz, to adjourn the Closed Session and reconvene in Regular Session. The motion carried five (5) to zero (0).

ADJOURNMENT

Commissioner Cross moved, seconded by Commissioner Barnes, to adjourn the meeting. The motion carried five (5) to zero (0) and the meeting was adjourned at 4:00 PM.


Bunkey Morgan, Chairman

ATTEST:


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

Transportation Improvement Plan (TIP): 2007-2013 Timeline and Project Suggestions

Timeline

February 15: List of TIP projects from Commission Members

March 7: TIP Resolution on Agenda

March 14: Deadline for Submission of Local Priority List to Durham-Chapel Hill-Carrboro MPO (DCHC MPO)

March 18: Deadline for Submission of Local Priority List Triangle Area RPO (TARPO)

Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) Project Suggestions

1. Projects from 2006-2012 TIP Candidate Project List
 - 1.1. A bus route from Pittsboro to Chapel Hill with a park and ride lot.
 - 1.2. Widening NC 751 to four lanes with bike lanes.
 - 1.3. Completion of the American Tobacco Trail in Chatham County.
 - 1.4. Improvements to Jack Bennett and Lystra Church Roads from US 15-501 to SR 1008.
 2. Projects included in the 2030 Long Range Transportation Plan
 - 2.1. Widen Farrington Mill Rd. from 2 lanes to 4 lanes between Jack Bennett Rd. and Durham County line.
 - 2.2. Widen NC 751 from 2 lanes to 4 lanes from US 64 to Durham County line.
 - 2.3. Widen US 15-501 from 2 lanes to 4 lanes from US 64 Bypass to Orange County line.
 - 2.4. Fund the American Tobacco Trail from the Durham County to Wake County line.
 - 2.5. Add bike lanes to Mt. Carmel Church Rd. from the Orange County line to Old Farrington Point Rd.
 - 2.6. Add bike lanes to NC 751 from the Durham County line to US 64.
 - 2.7. Add bike lanes to Old Farrington Point Rd. from the Durham County line to Mt. Carmel Church Rd.
 - 2.8. Add bike lanes from US 15-501 South from the Orange County line to US 64 Bypass.
 - 2.9. Park and ride lot at US 64 Bypass at US 15-501 (500 spaces).
 - 2.10. Park and ride lot at Chatham Crossing at US 15-501 (500 spaces).
 - 2.11. Park and ride lot at Bynum at US 15-501 (250 spaces).
 3. Planning Department
 4. School System
 - 4.1. Increase length of turn lanes at North Chatham Elementary School on Lystra Road.
 - 4.2. Increase length of turn lanes at Perry Harrison School on Hamlet Chapel Road.
 - 4.3. Widen road and install turn lanes on Jack Bennett Road at new high school location.
 - 4.4. Widen road and install turn lanes on Alston Bridge Road at new Siler City elementary school site.
-

- 4.5. Increase length of right turn lanes on Northwood School Road.
- 4.6. Increase length of right turn lane (south bound) on 15-501 at Northwood School Road.
- 4.7. Install stop lights at Horton Middle School.
5. Emergency Operations - None
6. Economic Development Corporation
7. Chamber of Commerce

Triangle Area Rural Planning Organization (TARPO) Project Suggestions

1. Items from 2006-2012 TIP Candidate Project List
 - 1.1. Access to US 64 for County owned industrial park property.
2. Planning Department
 - 2.1. Widen 15-501 from Sanford to Pittsboro from two-lanes to four lanes.
 - 2.2. Widen NC 751 from 2 lanes to 4 lanes with bike lanes from US 64 to Durham County line (this needs to be included in the RPO project list, if it is included in the MPO list because the RPO/MPO boundary splits the road).
 - 2.3. Add bicycle lanes and improve curves on Hamlet's Chapel Road/Jones Ferry Road from 15-501 to the Orange County line.
 - 2.4. Add bike lanes from US 15-501 South from the Orange County line to US 64 Bypass (this needs to be included in the RPO project list, if it is included in the MPO list because the RPO/MPO boundary splits the road).
 - 2.5. Add bicycle lanes and improve curves on Hamlet's Chapel Road/Jones Ferry Road from 15-501 to the Orange County line.
3. School System
 - 3.1. Increase length of turn lanes at North Chatham Elementary School on Lystra Road.
 - 3.2. Increase length of turn lanes at Perry Harrison School on Hamlet Chapel Road.
 - 3.3. Widen road and install turn lanes on Jack Bennett Road at new high school location.
 - 3.4. Widen road and install turn lanes on Alston Bridge Road at new Siler City elementary school site.
 - 3.5. Increase length of right turn lanes on Northwood School Road.
 - 3.6. Increase length of right turn lane (south bound) on 15-501 at Northwood School Road.
 - 3.7. Install stop lights at Horton Middle School.
4. Emergency Operations - None
5. Economic Development Corporation
6. Chamber of Commerce
7. Pittsboro – Approved by their elected officials, but will be included in joint resolution.
8. Siler City – Approved by their elected officials, but will be included in joint resolution.
9. Goldston – Approved by their elected officials, but will be included in joint resolution.

10. Cary – Not included at this time due to limited amount of incorporated area in the County and no extraterritorial jurisdiction.

NC Moving Ahead Projects (*These projects do not need to be included as TIP projects)

County	Route	Location Description	Project Description	Length (miles)	Est. Cost	Program Year
Chatham	River Forest Road	From US 15-501 to SR 1525	Widen, resurface and add turn lanes.	5.25	\$1,150,000	2004
Chatham	SR 1012 (Moncure-Pittsboro Road)	From US 15-501 to SR 1011	Widen and rehabilitate pavement.	3.4	\$2,000,000	2004
Chatham	SR 1008 (Farrington Road)	At SR 1072 (Zion Church Rd.)	Upgrade guardrail.	0.25	\$275,000	2004
Chatham	SR 1910 (Conner Rd.)	From SR 1011 to NC 42	Improve two railroad crossings and resurface.	3.6	\$400,000	2005
Chatham	SR 2129 (Vernie Phillips)	Bridge over Bear Creek.	Replace Bridge.	0.02	\$500,000	2005
Chatham	SR 2145 (Deep River Rd.)	Bridge over Cedar Creek.	Replace Bridge.	0.02	\$350,000	2005
Chatham	SR 1355 (R. C. Overman Rd.)	Bridge over Mud Lick Creek	Replace Bridge.	0.02	\$350,000	2005

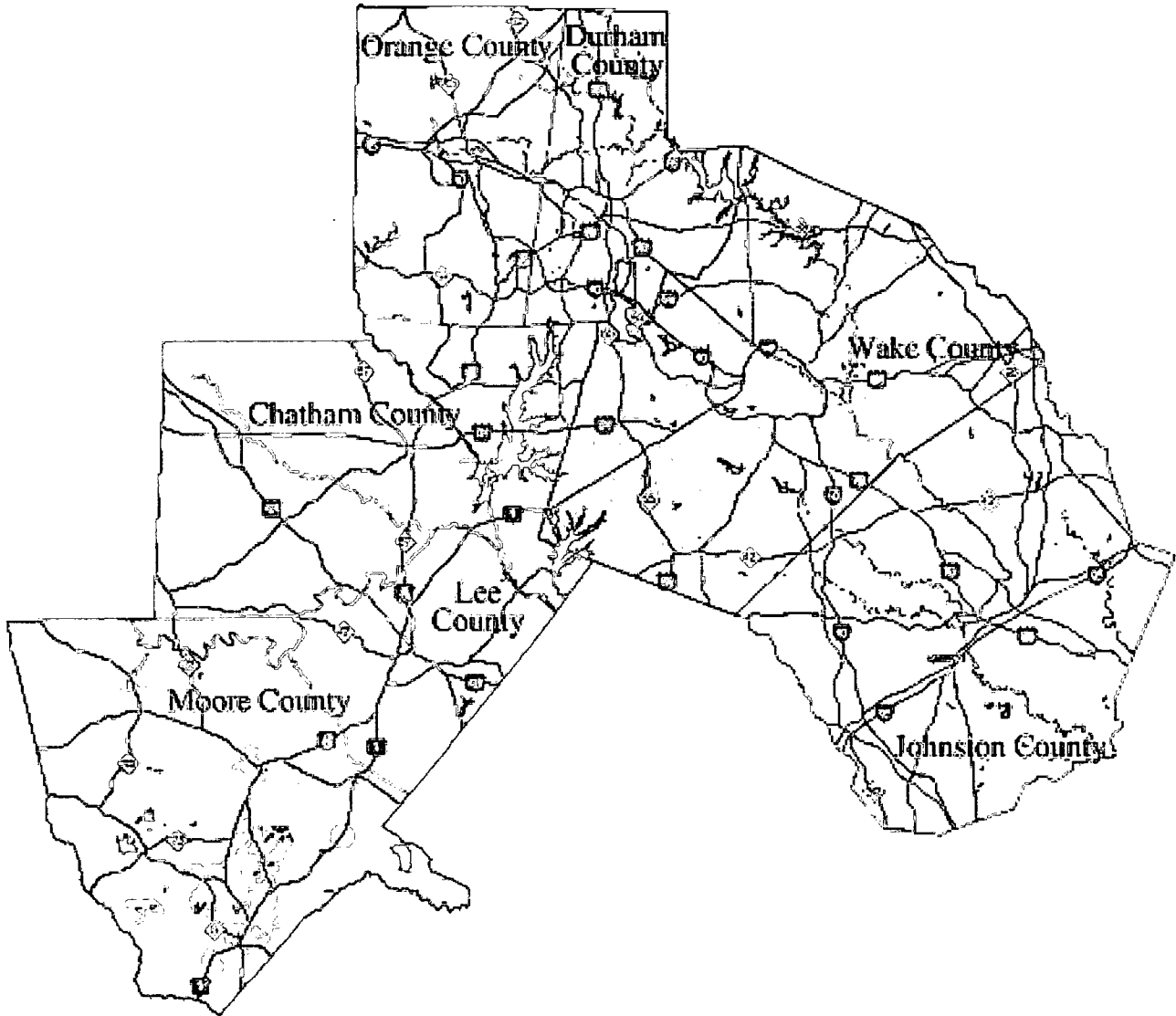
Bridge Replacements From the 2004-2010 TIP List (*These projects do not need to be included as candidate projects in the 2006-2012 TIP)

TRANSPORTATION PROGRAM

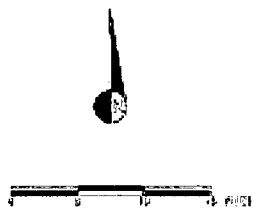
CHATHAM COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
FEDERAL AND MUNICIPAL BRIDGE PROJECTS									
NC 42	B-4259	BUCKHORN CREEK. REPLACE BRIDGE NO. 56	755	153	153	RIGHT-OF-WAY CONSTRUCTION	FA FA	55 530	FFY 05 FFY 07
NC 302	B-3823	LANDRUM CREEK. REPLACE BRIDGE NO. 40	933	933	933	UNDER CONSTRUCTION			
NC 303	B-4063	SANDY BRANCH. REPLACE BRIDGE NO. 20	755	153	153	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	55 530	FFY 05 FFY 05
SR 1009	B-3632	BEAR CREEK. REPLACE BRIDGE NO. 200	753	753	753	UNDER CONSTRUCTION			
SR 1100	B-3633	LITTLE BRUSH CREEK. REPLACE BRIDGE NO. 247	653	653	653	UNDER CONSTRUCTION			
SR 1102	B-4728	BRUSH CREEK. REPLACE BRIDGE NO. 251	553			RIGHT-OF-WAY CONSTRUCTION	NFA NFA	50 500	FFY 05 FFY 05
SR 1146	B-4460	LITTLE BRUSH CREEK. REPLACE BRIDGE NO. 245	453	453	453	UNDER CONSTRUCTION			
SR 1303	B-4729	PRONG OF ROCKY RIVER. REPLACE BRIDGE NO. 305	625			RIGHT-OF-WAY CONSTRUCTION	NFA NFA	75 750	FFY 05 FFY 13
SR 1520	B-4064	BRIDGES CREEK. REPLACE BRIDGE NO. 55 WITH CULVERT.	375	103	103	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	25 250	FFY 05 FFY 05
SR 1525	B-3824	FERRELL'S CREEK. REPLACE BRIDGE NO. 66	947	172		RIGHT-OF-WAY CONSTRUCTION	NFA	775	IN ACQUISITION FFY 04
SR 1549	B-4730	TERRELL CREEK. REPLACE BRIDGE NO. 106	625			RIGHT-OF-WAY CONSTRUCTION	NFA NFA	75 750	FFY 05 FFY 05
SR 1559	B-3634	DRY CREEK. REPLACE BRIDGE NO. 117	453	453	453	UNDER CONSTRUCTION			
SR 1516	B-4461	SHADDOX CREEK. REPLACE BRIDGE NO. 10	773			RIGHT-OF-WAY CONSTRUCTION	FA FA	70 700	FFY 07 FFY 05
SR 2133	B-2943	GEORGES CREEK. REPLACE BRIDGE NO. 156	635	635	635	UNDER CONSTRUCTION			
SR 2139	B-4731	BRANCH OF ROCKY RIVER. REPLACE BRIDGE NO. 125	553			RIGHT-OF-WAY CONSTRUCTION	NFA NFA	50 500	FFY 05 FFY 05
SR 2155	B-3825	LANDRUM CREEK. REPLACE BRIDGE NO. 325	313	63	63	RIGHT-OF-WAY CONSTRUCTION	NFA	250	IN ACQUISITION FFY 04
SR 2170	B-4065	MEADOWS CREEK. REPLACE BRIDGE NO. 142	705	103	103	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	5 500	FFY 04 FFY 05
									PURCHASE ORDER CONTRACT (POC)

Triangle Area Rural Transportation Planning Organization (TARPO)



- Triangle Area RPO
- DCHC MPO Area
- CAMPO MPO Area
- Municipalities
- Major Hydrology
- ▨ County Lines
- ▨ Major Roads
- ▨ MPO Boundaries



Mar 29, 2006

Triangle J Council of Governments
Geographic Information System

RESOLUTION # 2005-05

A RESOLUTION REGARDING A LEASE PURCHASE AGREEMENT FOR THE
PURPOSE OF PROCURING "**OUTDOOR SPORTS LIGHTING.**"

WHEREAS, County of Chatham desires to enter into that certain Lease-Purchase Agreement Number 3732, by and between MUSCO SPORTS LIGHTING, LLC and County of Chatham, for the purpose of procuring "**Outdoor Sports Lighting.**" The County of Chatham desires to designate this Agreement as a "qualified tax exempt obligation" of the County of Chatham for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The County of Chatham desires to designate Charlie Horne, County Manager, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COUNTY OF CHATHAM:

Section 1. That the County of Chatham enter into a Lease Purchase Agreement with Musco Sports Lighting, LLC., for the purpose of procuring "**Outdoor Sports Lighting.**"

Section 2. That the Lease Purchase Agreement Number 3732, by and between the County of Chatham and Musco Sports Lighting, LLC., is designated by the County of Chatham as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.


Section 3. That the County of Chatham designates Charlie Horne, County Manager, as an authorized signer of the Lease Purchase Agreement Number 3732, by and between the County of Chatham and Musco Sports Lighting, LLC.

PASSED AND APPROVED by the Board of the County of Chatham in a meeting held on the 27th day of February, 2005.

LESSEE: County of Chatham

Witness Signature


Bunkey Morgan, Chairman


Sandra B. Sublett, Clerk to the Board of
Commissioners

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
BRIAR CHAPEL DEVELOPMENT
FEBRUARY 15, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Superior Courtroom, Courthouse Circle, located in Pittsboro, North Carolina, at 7:00 PM on February 15, 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; and Clerk to the Board, Sandra B. Sublett

The meeting was called to order by the Chairman at 7:00 PM.

PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Emerson invited everyone present to stand and recite the Pledge of Allegiance after which Commissioner Barnes delivered the invocation.

AGENDA

The Chairman asked for approval of the Agenda.

Commissioner Outz moved, seconded by Commissioner Barnes, to approve the Agenda. The motion carried five (5) to zero (0).

1. **Commissioner Input - Question and Answer Session Regarding Briar Chapel**
2. **Comments from Planning Board Chairman**
3. **Comments on Minority Report**
4. **Planning Director Presentation and Recommendation**

PLANNING AND ZONING

The Chairman asked Commissioners Barnes and Cross if all of the information from the public hearings had been made available to them and if they had had the opportunity to review it.

Commissioner Cross stated that he had reviewed everything available, but there are articles which are not available which he would like to review.

Chairman Morgan explained the three items on the Agenda which are to be addressed.

Each Commissioner made inquires regarding different aspects of the project.

Commissioner Cross made inquiries about transportation, discussed housing, and deferred to Amy Powell for comments.

Comments:

Amy Powell, Habitat for Humanity representative, stated that their alternative plan they wish to have considered included sixty lots to be developed within Briar Chapel and conveyed to non-profits affordable housing organization that will sell the units to buyers

earning 80% of area median income or less; that these sixty units of affordable housing within Briar Chapel would consist of twenty-four single-family dwellings and thirty-six townhouses; that that change is an increase of 60% to 80% of median; that the second component is that as an alternative to the land trust mechanism that is part of Option A in the Compact Communities Ordinance, they are recommending that they maintain long-term affordability of the sixty units by requiring a "first right of refusal" by the non-profit should the owners decide to sell their property; that a 99 year affordability restriction in the deed and a plan for equity sharing should the owner decide to sell to a non-eligible buyer; that the third component is that instead of building the remaining sixty units of affordable housing in Briar Chapel, the developer be required to make a cash payment in-lieu-of 1.1 million that would be paid out over several years to an affordable account that would be maintained by the County; that through an application process non-profit affordable housing organizations could apply for the funds to use for the acquisition of land and infrastructure projects.

Angela Brown, Planning Board member, stated that she is an affordable housing advocate; that she was in the majority to vote for Briar Chapel; that she focused on the Compact Community Ordinance to see whether or not Newland was in compliance; that in her view they were; that there are some unanswered questions, but that they are up to the Board of Commissioners; that in the future, the County and other organizations need to work on schools and affordable housing on the front end; and that she is fighting for those that may be above low-income but below the level in which they can afford to live in these developments.

The chairman requested the Planning Director to review the Minority Report. The Planning Director explained that the Minority Report had difficulties with Finding #3 of the five findings; that the Newland design calls for a town center completely removed from the compact community; that as ill-conceived and potentially detrimental to the community as it is, it is not within an easily walkable distance of the community; that with the pedestrian crosswalk signal that will stop traffic on the already over-traveled Highway #15-501, every time someone wants to cross, it will become a safety issue for both motorists and pedestrians; that it does not meet the intent of the Compact Communities Ordinance and the findings should not be made; that they went on to comment about the entrance road next to Ms. Tripp's property; that the design included three entrances (two for the school sites), into the school site which seems excessive; that the proposed main entrance precludes adequate buffering for Ms. Tripp's property; that these roads could be redesigned to reduce the number of entrances, give Ms. Tripp more of a buffer, and still safely accommodate the two proposed school sites; the NCDOT is not requiring the roads to be the proposed current locations in its request of the Newland Communities that they be there; therefore, those were the reasons stated that they did not think that Finding #3 could be made.

Keith Megginson stated that the minority thought there was some confusion about the portion of the property to the east of Highway #15-501 and whether or not it should be included in the Compact Communities Ordinance.

BREAK

The Chairman called for a fifteen-minute break.

Amendment to Chatham County Compact Communities Ordinance: Consideration of a request by M. Gray Styers, Jr. on behalf of Briar Chapel for an amendment to Section 6.1 of the Chatham County Compact Communities Ordinance. The amendment with a map specifies where compact communities are allowed.

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt **An Ordinance Amending the Zoning Ordinance of Chatham County**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Zoning Change From RA-40 District to Compact Community Conditional Use District: Consideration of a request by Mitch Barron on behalf of Newland Communities for a zoning change of numerous parcels consisting of 1,589 acres from RA-40 district to Compact Community Conditional Use District. The property is located in the vicinity of US #15-501 North, Manns Chapel Road and Andrews Store Road.

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CHATHAM COUNTY BOARD OF COMMISSIONERS
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The chairman requested the Planning Director to review the Minority Report. The Planning Director explained that the Minority Report had difficulties with Finding #3 of the five findings; that the Newland design calls for a town center completely removed from the compact community; that as ill-conceived and potentially detrimental to the community as it is, it is not within an easily walkable distance of the community; that with the pedestrian crosswalk signal that will stop traffic on the already over-traveled Highway #15-501, every time someone wants to cross, it will become a safety issue for both motorists and pedestrians; that it does not meet the intent of the Compact Communities Ordinance and the findings should not be made; that they went on to comment about the entrance road next to Ms. Tripp's property; that the design included three entrances (two for the school sites), into the school site which seems excessive; that the proposed main entrance precludes adequate buffering for Ms. Tripp's property; that these roads could be redesigned to reduce the number of entrances, give Ms. Tripp more of a buffer, and still safely accommodate the two proposed school sites; the NCDOT is not requiring the roads to be the proposed current locations in its request of the Newland Communities that they be there; therefore, those were the reasons stated that they did not think that Finding #3 could be made.

Keith Megginson stated that the minority thought there was some confusion about the portion of the property to the east of Highway #15-501 and whether or not it should be included in the Compact Communities Ordinance.

BREAK

The Chairman called for a fifteen-minute break.

Amendment to Chatham County Compact Communities Ordinance: Consideration of a request by M. Gray Styers, Jr. on behalf of Briar Chapel for an amendment to Section 6.1 of the Chatham County Compact Communities Ordinance. The amendment with a map specifies where compact communities are allowed.

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt **An Ordinance Amending the Compact Communities Ordinance**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Zoning Change From RA-40 District to Compact Community Conditional Use District: Consideration of a request by Mitch Barron on behalf of Newland Communities for a zoning change of numerous parcels consisting of 1,589 acres from RA-40 district to Compact Community Conditional Use District. The property is located in the vicinity of US #15-501 North, Manns Chapel Road and Andrews Store Road.

The Planning Director explained that there was a resolution for approving and denying the request.

Commissioner Emerson moved, seconded by Commissioner Cross, to approve the request to change the zoning district from RA-40 district to Compact Community Conditional Use District be approved as submitted and recommended by the Planning Department and adopt **An Ordinance Amending The Zoning Ordinance of Chatham County**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Conditional Use Permit for Planned Residential Development: Consideration of a request by Mitch Barron on behalf of Newland Communities for a Conditional Use Permit for a planned residential development, on approximately 1,589 acres in the vicinity of US #15-501 North, Manns Chapel Road and Andrews Store Road. The request consists of 2,389 dwelling units, commercial & office space, church, charter school, county facilities (sites for a school, elevated water tank, 911 provider, fire station, sheriff's office, and library), community water reclamation facility, storm water quality treatment and detention system, recreational spaces, hiking and biking trails, and open space. The proposal provides for developer funded off-site roadway improvements.

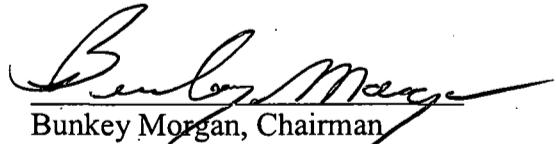
The Planning Director reviewed conditions and addressed questions regarding roads, impact fees, affordable housing, library, school site and other concerns from the Board.

The Newland representative addressed concerns by the Board and stated that the permitting process with the Division of Water Quality (DWQ) would start later this week; that there will be buffers to meet state standards; that monitoring wells will be set up by the developer and others as DWQ mandates; and that he is not aware of any other well system failures with systems of this kind.

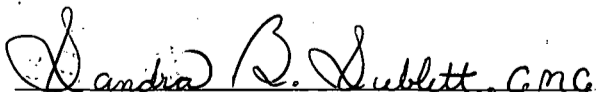
After considerable discussion, Commissioner Outz moved, seconded by Commissioner Emerson, to adopt **A Resolution #2005-06 Approving An Application For A Conditional Use Permit For A Request by Mitch Barron On Behalf of Newland Communities For Briar Chapel Planned Residential Development**, attached hereto and by reference made a part hereof. The motion carried four (4) to one (1) with Commissioner Barnes opposing.

ADJOURNMENT

Commissioner Emerson moved, seconded by Commissioner Outz, that there being no further business to come before the Board, the meeting be adjourned. The motion carried five (5) to zero, and the meeting was adjourned at 9:48 PM.


Bunkey Morgan, Chairman

ATTEST:


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

**AN ORDINANCE AMENDING
THE COMPACT COMMUNITIES ORDINANCE
OF CHATHAM COUNTY**

WHEREAS, the Chatham County Board of Commissioners has considered the request of M. Gray Styers, Jr. on behalf of Newland Communities to amend Section 6.1 of the Chatham County Compact Communities Ordinance and finds that the amendment is consistent with the comprehensive plans for Chatham County; and

WHEREAS, the Board finds that the proposed amendment is consistent with the discussions and deliberations conducted as part of the development of the Compact Communities Ordinance;

BE IT ORDAINED by the Board of Commissioners of Chatham County as follows:

1. That the following text amendment to the Compact Communities Ordinance be approved and accompanying map be incorporated as follows

6.1 Location

Compact communities shall only be allowed in areas that meet all of the following conditions:

- A. Currently zoned for RA-40 Residential-Agricultural;
- B. Designated as either:
 - WSIII – BW (Balance of Watershed)
 - WS IV – PA (Protected Area)
 - Local Watershed Area (LWA);
- C. Have at least one access point that is within one (1) mile from a four-lane principal or minor arterial, as measured along the centerline of area roadways; and
- D. Are located within the portion of Northeast Chatham County that is generally described as follows:
 - In the area of U.S. 15-501 on the east, Andrews Store Road on the south, and Mann’s Chapel Road on the west and north;
 - Within 1,700 feet of U.S. 15-501 on its eastern side, and is south of the U.S.15-501 intersection with Mann’s Chapel Road, and north of a line one-half mile south of Andrews Store Road; and
 - Within one-half mile of Andrews Store Road on its southern side, and is east of the intersection with Andrews Store Road and Mann’s Chapel Road, and is west of a line 1700 feet east of U.S. 15-501.

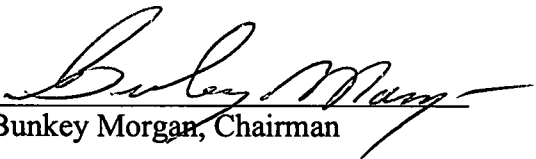
The map attached hereto and incorporated herein by reference provides a more detailed description and is the controlling definition of this location.

CHATHAM COUNTY COMPACT COMMUNITY AREA

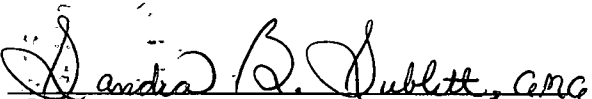


2. This ordinance shall become effective upon its adoption.

Adopted this 15th day of February, 2005.


Bunkey Morgan, Chairman

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 Mitch Barron on behalf of Newland Communities 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 to Compact Community Conditional Use District and finds that the amendment is consistent with the comprehensive plans of Chatham County; and

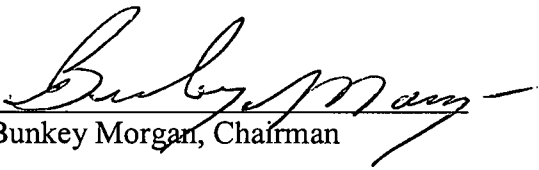
WHEREAS, the Board finds that the uses set forth in the Application and incorporated herein by reference, if approved as a conditional use pursuant to the provisions of the zoning ordinance, would be suitable for the property proposed for rezoning under the conditions attached to the Conditional Use 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 1,589.36 acres in the general vicinity of U.S. Highway 15-501, Mann's Chapel Road and Andrews Store be rezoned from RA-40 to Compact Community Conditional Use District be approved.

2. This ordinance shall become effective upon its adoption.

Adopted this 15th day of February, 2005.


Bunkey Morgan, Chairman

ATTEST:

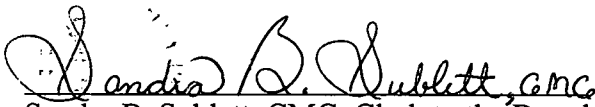

Sandra B. Sublett, CMC, Clerk to the Board
Chatham County Board of Commissioners

EXHIBIT A

All of those certain tracts or parcels of land more particularly described in the Rezoning Exhibits entitled Property Description, dated 3-17-04, and Briar Chapel: U.S. Hwy. 15-501 & Mann's Chapel Road, Sheet 1-1, dated 6-11-01, in the section entitled General Application Requirements in the Application for Rezoning and Compact Community Conditional Use Permit, Chatham County, North Carolina, Briar Chapel, dated June 29, 2004 attached hereto and incorporated herein by reference.

**A RESOLUTION APPROVING AN APPLICATION FOR A CONDITIONAL
USE PERMIT FOR A REQUEST BY MITCH BARRON ON BEHALF
OF NEWLAND COMMUNITIES FOR BRIAR CHAPEL
PLANNED RESIDENTIAL DEVELOPMENT**

WHEREAS, Mitch Barron on behalf of Newland Communities, has applied to Chatham County for a conditional use permit for a certain tract or parcel of land containing approximately 1,589 acres in the vicinity of US 15-501 N., Mann's Chapel Road and Andrews Store Road for use as a Planned Residential Development as indicated in the; and

WHEREAS, the Chatham County Board of Commissioners hereby finds as follows:

1. The uses requested are among those listed as eligible conditional uses 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 and the Compact Community Ordinance;
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 Briar Chapel dated June 29, 2004 attached hereto and incorporated herein by reference with specific conditions as listed below:

Stipulations Specific to the Development.

1. Construction Deadlines. This permit shall automatically expire on the second anniversary of its issuance unless (a) construction has commenced; or (b) a timely filed application for an extension of time has been approved by the County. This permit shall automatically expire on the fifteenth anniversary of its issuance unless the construction of all required improvements has been completed or extended by the County upon request prior to the expiration of the term.

2. Land Use Intensity. This special use permit approves:

Gross Land Area	1589 acres
Max Impervious surface area	24%
Maximum Number of Dwelling Units	2389

3. Watershed Management. A detailed watershed protection plan for the entire project area, which shall include impervious surface calculations, as well as a monitoring plan for each phase as it is submitted for plat approval, to assure compliance with the maximum impervious surface area allowed herein for the entire project, 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.

4. Storm Water Management. A storm water management plan shall be approved by the Planning Department prior to issuance of a Zoning Determination Permit for each phase of the project. Such plan shall include final construction drawings for storm water management control measures and an impervious surface calculation sheet for that phase. The developer shall construct storm water management control measures sufficient to serve each phase of the project area prior To issuance of a Certificate of Occupancy.

5. Fire flow. A fire flow report indicating adequate design be approved by the Chatham County Fire Marshal and Planning Department prior to issuance of a Zoning Determination Permit. Adequate fire flow shall be demonstrated prior to issuance of a certificate of occupancy. Any final plan shall indicate adequate access for pumper trucks.

6. Lighting Plan Approval. All area lighting shall meet County standards and not adversely affect adjoining residential areas.

7. 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.

8. Unity of Development. Prior to issuance of a Zoning Determination Permit, guidelines for the future development of the project as a unified whole shall be approved by the Planning Department. Such guidelines shall delineate architectural elements relating to building materials, roof treatments, and low impact from water runoff and water quality. More particularly, such guidelines shall specify the following at a minimum:

- (a) The dominant building material or combination of materials;
- (b) The means by which the materials or combination is dominant;
- (c) The dominant color or pattern of colors;
- (d) The means by which the colors or pattern of colors is dominant and the use of color on the facades of any structures;
- (e) If selected, the dominant architectural feature or combination of features;
- (f) Architectural features such as roof treatments including style, materials, and color, facade treatments including fenestration patterns and ornamentation; and building form including overhangs, canopies, protected exterior walkways, and entrance treatments; and to the extent practicable, such features shall be consistent with the existing businesses in the area.
- (g) Provisions for the guidelines to be made applicable and binding upon all development within the project including all outparcels.

Stipulations Regarding State and Federal Government Approvals

9. Permits. Any required State or Federal permits or encroachment agreements, including a commercial driveway permit(s) from NC DOT be obtained and copies submitted to the County prior to the issuance of a Zoning Determination Permit.

10. Improvements. Off-site improvements required by N.C. DOT or any other agency shall be constructed at no cost to the County including the traffic improvements as stated in the most recent TIA and others as ultimately deemed warranted by the NCDOT following its analysis. The County shall forward to NCDOT its peer review comments and request consideration thereof.

Stipulations Regarding Required Improvements

11. Parking and off-street loading areas. Parking and off-street loading areas shall be installed in accordance with the ordinances and policies of the County. Future submittals for preliminary subdivision plat approval will designate park-and-ride parking spaces (such as additional spaces in proposed parking lots above the minimum number required for retail or office uses) and transit stops, pedestrian and bicycle facilities, and traffic calming devices, as reasonable and necessary to accommodate then-existing multi-modal transit needs at those locations.

12. Streets. Roads will be stubbed-out and/or areas will remain underdeveloped as reasonably necessary to allow for future connections with currently undeveloped parcels, so long as such access takes into account physical features and other access points and are no more than necessary, and with the understanding that future connecting roads will be designed and constructed to approximately the same standards as the connecting roads in Briar Chapel. Where roads are constructed they will be built to required standards up to the perimeter buffer. The exact location of said roads may be determined during preliminary plat review. Signs shall be posted on the property advising of the future extension of said roads.

13. Utilities.

(a) The developer shall demonstrate availability of adequate water and wastewater supplies to serve the property and plans for provision of the same shall be approved by the Planning Department prior to issuance of a Zoning Determination Permit for each phase. Such plans shall be in conformity with any County policies then in effect and the developer shall pay all fees and charges associated with the project, including then current utility fees, review and inspection charges prior to issuance of a Zoning Determination Permit or final subdivision plat approval for each phase, whichever is earlier. The entire cost of extending public utility services if desired or required under County regulations shall be borne by the developer.

(b) Adequate water service may include the provision of an above-ground storage facility at a site satisfactory to the County if necessary to adequately provide fire flow pressures for the project and surrounding area.

(c) Adequate wastewater treatment service for the entire project area shall be designed and approved by the appropriate regulatory agency prior to issuance of a Zoning Determination Permit and constructed at no cost to the County. Adequate facilities for the spray irrigation of treated effluent from each phase of the project shall be designed, approved by the appropriate regulatory agency, and constructed at no cost to the County prior to issuance of a Certificate of Occupancy for any building within that phase of the project.

(i) Equipment such as pumps and blowers will be appropriately insulated or buffered to ensure that no motor noise from them will be noticeable on a typical day at the boundary of the wastewater plant lot.

(ii) A water circulation or aeration system and/or a surface-floating intake will be installed in the 110-day holding ponds.

14. Public Facilities.

(a) A fire station/EMC building site will be donated to Chatham County, but relocated and oriented to the entrance road to Briar Chapel, and a natural buffer will be undisturbed along the south side of Mann's Chapel Road at that location.

(b) The applicant shall donate suitable sites for a water storage facility, library, charter and public schools, recreation facility acceptable to the County or the public body intended to benefit thereby, not substantially inconsistent with the approximate location and size as set forth in the master plan attached to the conditional use permit application and below. The applicant will cooperate with the County in the exact location and area of said facilities. Future maintenance of any public recreation facility shall be acceptable to the County. The school site shall be sufficient for an elementary or middle school facility up to 34 acres in area. The library facility, including parking and site work, shall be constructed by the developer, with input from the County, subject to satisfactory leaseback arrangements with the County or its assignee.

Stipulations Related to Landscape Elements

15. Landscaping/Screening. All required screening and buffers shall be in place prior to issuance of a certificate of occupancy. Existing vegetation may be used to fully or partial fulfill the landscaping and buffer requirements of the County. The extent to which the same can be used shall be determined by the Planning Department prior to issuance of the Zoning Determination certificate.

(a) At the time of construction of the road entering Briar Chapel next to the Tripp property, a six-foot opaque fence shall be erected along the east side of Ms. Tripp's property, consistent with NCDOT regulations, and landscaped on the side facing Ms. Tripp's property to the extent allowed by Ms. Tripp and landscaped with 6-8 foot tall trees on the east side of the fence. To the extent practicable, the developer shall meet and consult with Ms. Tripp to try to resolve any issues relating to the exact location and timing of the road in light of the stream buffer requirements and design criteria of the Compact Community ordinance as well as the requirements of NCDOT.

(b) There shall be constructed a pedestrian bridge and trail over Pokeberry Creek to connect Briar Chapel to Polks Landing Subdivision.

Miscellaneous Stipulations

16. Archaeological Survey. A preliminary field reconnaissance archaeological survey to determine the existence or absence of any site of likely archaeological significance will be performed by a professional archaeologist (as listed on the NC Dept. of Cultural Resources website). The reconnaissance survey shall be performed in areas of ground disturbance which would adversely impact potential sites, such as areas of future roadways, active recreation areas to be graded, and lots to be developed (i.e. not including buffers, open space or irrigation areas). Areas determined by the NC Department of Cultural Resources, Archaeology/Historic Preservation Section as a low probability of likely significant sites are not required to be surveyed. Any site identified with likely archaeological significance shall have an intensive survey to determine significance. If a site is determined as a candidate for nomination to the "National Register of Historic Places" it shall be preserved or documented prior to being disturbed. The field reconnaissance survey shall be performed prior to preliminary plat submission. Any recommended intensive survey shall be performed prior to ground disturbing activity in the area of concern. The surveys shall be performed at Newland's expense.

17. Solid Waste Management Plan. A detailed solid waste management plan, including residential curbside recycling and solid waste pick-up, management for construction debris, and non-residential solid waste removal by a licensed contract removal company, shall be approved by the Planning Department prior to the issuance of a Zoning Determination Permit. The final plans shall include a detail of proposed service. Solid waste services shall be at least comparable to County-provided services, or make arrangements for differences in services.

18. Detailed Site Plan. A final detailed site plan, grading plan, utility/lighting plans, storm water management plan with hydraulic calculations, moderately priced dwelling plan and landscape plan for the entire project area as a unified development shall be approved by the Planning Department before the issuance of any Zoning Determination Permit and such plans shall conform to the plans approved in the application and demonstrate compliance with all applicable conditions hereof and of the County's ordinances. Non-residential subdivision of the project area shall also require the developer to comply with the site plan requirements of the County's subdivision regulations, including approval thereof by the Board of Commissioners. Such subdivision review may allow modification of the master site plan approved hereunder so long as not substantially inconsistent with this permit.

19. Stages. If desired, the applicant may construct the project in stages or phases. Each such stage shall be subject to approval by the County pursuant to its subdivision regulations. No final plat of a stage or phase of the development shall be approved if there is any uncorrected violation of any provision of this permit. Upon subdivision review of each phase, the applicable Recreation and Open Space, Community Facilities, Community Design, including housing, standards of the Compact Community Ordinance provisions shall be satisfied. Such subdivision review may allow

mutually agreeable modification of the standards referred to therein so long as not substantially inconsistent therewith. For each phase, a "Zoning Determination Permit," as used elsewhere in this resolution, shall be issued by the Planning Department on a phase-by-phase basis, prior to the issuance of any building permit for structures in that phase.

20. Moderate Income Housing. With the consent of the Applicant, and as an approximately equivalent alternative to and in lieu of the housing standards for Moderate Income persons set forth in Option A of the Compact Community Ordinance, the developer shall contribute 2.5% of the approved lots in the overall development, or each phase if developed in stages, for ultimate sale as directed by the County to persons or families whose income is 80% or less of the Area Median Family Income standard by family size and shall contribute \$1,100,000.00 to the County for the purpose of ameliorating the housing needs of Chatham County citizens. Said contribution shall be payable to Chatham County on a prorated basis upon final subdivision plat approval of each phase of the development. Such contribution represents the approximate value of 2.5% of the approved lots in said overall development or phase thereof as applicable.

21. Environment. The lots on Bennett Mountain shall be relocated to lessen the impact of the development on the primary and secondary environmental areas as described in the Natural Areas Inventory. The Bennett Mountain area will be one of the last areas for line installation and spray irrigation. If future regulatory changes, and/or approved system flow reductions, will ultimately result in this area not being needed for irrigation, lines will not be installed in this area unless otherwise required by the State. Before any lines are installed in the Bennett Mountain area, Newland will seek further flow reduction approval or other necessary state permission under the then existing applicable regulations so as not to be required to install irrigation lines in this area in order to comply with permit requirements and the then existing applicable regulations.

22. Erosion Control. If applicable, an erosion and sedimentation control plan be approved by the North Carolina Department of Environmental Health and Natural Resources or other authorized governmental entity and submitted to the Planning Department prior to the issuance of a Zoning Determination Permit.

23. Silt Control. The applicant shall take appropriate measures to prevent and remove the deposit of wet or dry silt on adjacent paved roadways.

24. Appeal. In the event it becomes necessary for the County to respond to or defend any action, cause of action, claim, or appeal involving this resolution or the decision taken herein, 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 actions, causes of action, claims, demands, damages, costs, loss, expenses, and compensation, either known and unknown, resulting to or from this decision.

25. 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 impact fees established from time to time. In addition to any fees or charges otherwise required by the County, the applicant shall pay or cause to be paid to the County as a voluntary contribution the sum of \$2,000.00 per dwelling unit upon the sale of each lot or unit.

26. Continued Validity. The continued validity and effectiveness of this approval was expressly conditioned upon the continued compliance with the plans and conditions listed above.

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

28. 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 15th day of February, 2005, and signed the 21st day of March, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

**MINUTES
CHATHAM COUNTY
BOARD OF COMMISSIONERS
WORK SESSION
FEBRUARY 21, 2005**

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 February 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 Chairman called the work session to order at 2:00 PM.

Work Session Agenda

1. **Juvenile Facility Discussion**
2. **Basic Machinery Project**
3. **Revaluation Update**
4. **Substance Abuse Ad Hoc Committee Update
(Grant Application Question)**
5. **Water Advisory Committee
Recommendations**
6. **Water System Development: Deer Run**
7. ~~**American Tobacco Trail Update**~~
8. **Noise Ordinance**
9. **Hospital Option (With Certificate of Need
Presentation)**
10. **Ag Advisory Committee**
11. ~~**Capital Improvements Spreadsheet**~~
12. **Transportation Improvement Plan**
13. **Thrift Shop/Convenience Center Follow-
up**
14. **Sedimentation & Erosion Control Discussion**
15. **Public Information and Commissioners' E-
mail Messages (What is and is not public
record)**

The County Manager reviewed the Work Session Agenda. Two items, #7 American Tobacco Trail Update and #11 Capital Improvements Spreadsheet were deferred to the March 7, 2005 Work Session Agenda.

JUVENILE FACILITY DISCUSSION

Tony Tucker, Chatham County Economic Development Director, reviewed the request by the Secretary of Juvenile Corrections with regard to placing the proposed juvenile facility in the County's industrial park. He stated that the Economic Development Board had endorsed the project; that it could be compatible within the park; that it has not been taken to the Siler City Town Board; that the building looks like a school and is small in structure; that he had misgivings when he first heard about it; that he feels that they could make it work, especially since their board said they could locate anywhere in the park; that they talked about it and asked questions; that they welcome them and as far as they are concerned, they see no problem with it.

Mr. Sam Adams said that the commissioners that had met and had no real concerns; that they need a special permit; that when the permit is requested, that is the time when they will hear what the community thinks about it; that Dr. Garrett, President of Central Carolina Community College thinks it will be a good idea; that the new rendition of school has no more negative impacts than the mental hospital; that it is a juvenile facility; that they will be built all across the State; that this would be a catchment area; that it will house the community's kids as well as those from the surrounding counties; and that there will be sixty staff members employed at a professional level, including counselors, teachers, mental health professionals, etc.

Tommy Emerson stated that, as in many of the things in which the Board is involved, this project will be controversial; that he feels the Board should approve it; that it will not solve all of the County's economic problems in the Town of Siler City and western portion of the County, but it will provide 60-62 jobs; that they will be good jobs with retirement, insurance, and good benefits; that much of the three million dollar budget will have domino effect in the local economy; that it is not the State prison system; that it is a juvenile facility; that these are children who have made mistakes; that the whole concept is that they have been taken out of poor environment and giving them a new start to where they can become productive citizens; that he is very much in support of it and recommends that the Board officially commit to it.

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve and offer approximately eight to ten acres to the State for the proposed Juvenile Facility. The motion carried five (5) to zero (0).

The Chairman asked that an official letter be sent to the State regarding this matter. A copy of the letter is attached hereto and by reference made a part hereof.

The Board asked that a date be researched on which to hold a joint meeting with the Siler City Town Board to discuss the proposal.

BASIC MACHINERY

The County Manager explained that there had been a letter prepared to send to the Town of Siler City stating that the County would be happy to partner with the town and Basic Machinery in the company's effort to expand its operations; that the County is willing to contribute \$25,000 to the project and give Harold Andrews Road line to the town; that if the town is willing to assume full responsibility for the County's water lines on the west side of the town and assume ownership of the Stockyard Road step-pumps which are now under the jurisdiction of the County; and that if the town chooses not to participate in the arrangement, then the proposal is that the town pay the County \$79,000 for Harold Andrews Road, a figure agreed upon several years ago.

Commissioner Emerson moved, seconded by Commissioner Outz, to send the letter to the Town of Siler City and fund the \$25,000 from the Industrial Reserve or other funds, if available. The motion carried five (5) to zero (0). A copy of the letter is attached hereto and by reference made a part hereof.

TRANSPORTATION IMPROVEMENT PLAN (TIP)

Jason Sullivan, Assistant Chatham County Planning Director, distributed copies of the Transportation Improvement Plan (TIP): 2007-2013 Timeline and Project Suggestions. He explained that he would like to have Commissioner project preferences as soon as possible so that a resolution could be prepared for adoption at the Board of Commissioners' meeting on March 7, 2005.

The Board discussed the projects and listed their top priorities as follows:

Transportation Improvement Projects for the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) 2007-2013

1. A bus route from Pittsboro to Chapel Hill with a park and ride lot.

2. Widening NC #751 to four lanes with bike lanes.
3. Improvements to Jack Bennett and Lystra Church Roads from US #15-501 to SR #1008.
4. Increase length of turn lanes at North Chatham Elementary School on Lystra Road.
5. Increase length of turn lanes at Perry Harrison School on Hamlets Chapel Road.

Transportation Improvement Projects for the Triangle Area Rural Planning Organization (TARPO) 2007-2013

1. Widen NC #751 from 2 lanes to 4 lanes with bike lanes from US #64 to Durham County line.
2. Highway #421 S entrance to Siler City Industrial Park.
3. Widen the shoulders on Highway #87 North between the Highway #64 Bypass north of Pittsboro to the Alamance County line.
4. Widen and add bicycle lanes to Pea Ridge Road between Old US #1 (SR #1011) and New Elam Church Road (SR #1910). Pea Ridge Road is a bicycle route on the Chatham County bicycle map.
5. Widen Highway #15-501 from Sanford to the proposed Pittsboro bypass from two-lanes to four lanes with bicycle lanes.

A copy of the Transportation Improvement Plan (TIP): 2007-2013 Timeline and Project Suggestions and map is attached hereto and by reference made a part hereof.

REVALUATION

Kim Horton, Tax Administrator, distributed a list of newly assessed 2005 tax values by townships comparing them to the 2004 assessed value with the percentage of increase stating that the values total \$5,599,670,161. A copy of the list is attached hereto and by reference made a part hereof.

A discussion will follow on March 7, 2005.

SUBSTANCE ABUSE AD HOC COMMITTEE

Jeff McKay, Director of Chatham Counseling Center, explained that Chatham County has a growing need for substance abuse treatment and prevention. He stated that currently there are few prevention services in the County focusing on reducing substance abuse; that current statistics Chatham County Schools statistics indicate that students are most deterred from substance abuse by their parents and school prevention efforts; that there are scant resources that educate parents and students about substance abuse prevention; that additionally, there are gaps in the current treatment services; that Chatham Counseling Center provided over 2200 hours of substance abuse treatment in the past year; that individuals were often hampered by an inability to access appropriate services in the community; that numerous residents leave the County to receive treatment only to have difficulties maintaining their progress once they return; and that these deficiencies include a lack of residential/transitional, bilingual, and case management services.

Mr. McKay stated that a Substance Abuse Ad Hoc Committee began meeting at the end of September, 2004; that the committee was comprised of representatives from County agencies, law enforcement, private providers, and the general public; that the committee identified a number of different solutions that could begin to address the need for increased services; that three priority areas were selected for immediate consideration: 1) the creation of a residential/transitional home; 2) the hiring of a substance abuse case manager; 3) the hiring of a prevention specialist and the purchase of prevention materials.

He briefed the Board on residential/transitional housing and the need for a Substance Abuse Case Manager and a Substance Abuse Prevention Specialist.

Substance Abuse Treatment Resources/Services and Substance Abuse Treatment Needs summaries are attached hereto and by reference made a part hereof.

Billy Minch stated that as a recovering addict and alcoholic for eighteen years, he purchased a home through recovery; that this home has been a transitional home for a recovery house; that for fourteen years he has helped recovering alcoholics; that Chatham County residents are in denial that the County has a substance abuse problem; that the disease is hidden because there are illegal drugs involved; that the disease affects a person mentally, physically, emotionally, and spiritually; that if something is not done soon, more are going to perish; and that there needs to be funding for a recovery house in Chatham County.

Jean Sutter, Family Wellness and Recovery Services Executive Director, stated that her facility is the only facility that offers residential treatment in Chatham County to any adult; that if one is not a woman and pregnant, they can not use the facility; that she is about to assume the chairmanship of the ad hoc committee; that they wish to partner with the County in order to be able to provide some of the services that have been identified as needed by the committee; that she currently has thirty-eight acres of land with only five acres being used as a residential facility; that the State is saying that people need to begin receiving services in their own county; that is the direction that OPC is going; that she is looking forward to working with the Board and other people in the County to partner and collaborate to provide services needed in Chatham County.

Commissioner Cross discussed the possibility of putting a dormitory wing for this purpose on the newly proposed hospital in the industrial park.

A discussion ensued with the Board to discuss the matter further at a future date.

BREAK

The Chairman called for a five-minute break.

GROUP "B" PROJECTS – PEA RIDGE ROAD TRANSMISSION MAIN

Tim Carpenter, Hobbs, Upchurch & Associates, P.A., explained that they had received a fax copy of the "Finding of No Significant Impact (FONSI) from NCDENR – Public Water Supply Section; that the FONSI is one of the last components involved prior to bidding of the project; that this particular FONSI was issued with certain conditions as follows:

1. Construction of the project shall be in accordance with the agreement made with NC Wildlife Resources Commission and supported by the County Commissioners Resolution dated April 19, 2004 and include in the EA.
2. Chatham County shall provide an approved updated Water System Management Plan to Public Water Supply prior to the release of the "Authorization to Construct" Permit. (Hobbs, Upchurch & Associates, P. A. prepared the most recent Water System Management Plan and will begin work immediately to update the current plan with the assistance of the Utilities Director. This plan should take approximately one week to put together and submit to NCDENR-a Public Water Supply Section.)
3. BCDEBR-Public Water Supply review engineer has requested updated cost estimates and any modifications to the plans or specifications.

Mr. Carpenter stated that receipt of the FONSI is certainly good news that the County has been looking forward to for some time; that upon the receipt of the "Authorization to Construct", the County will proceed with construction of the project; and that bid documents have been previously prepared and the advertising process should begin within two weeks.

Other Matters:

He stated that Builders First Source came to the County and wanted them to extend a water line from the west end of Heritage Point Subdivision; that in doing so, they contacted the Town of Cary as they had waterlines on both sides of Highway #64; that the north side

already has a forty inch line that is backed up against the right-of-way; that the south side has a thirty inch line that is 10-15 feet off the edge of the pavement; that there is a large draining structure on the west end of Heritage Point so that they had to pass the drainage structure and then they looked to try to bore across earlier than what they did but with the line that was running down the south side of the road toward Cary was going to make lane conditions very difficult and also make the bore very difficult; that that meant that the Board is now at the end where First Source is located; that they have gotten the price from the contractor to put a bore across Highway #64 at the point of connection with the Heritage Point line; that is still approximately 1,500 feet from the entrance to Deer Run; that the cost of the bore is \$38,000; that it is 148 feet across; that there is then another 1,500 feet to get to the entrance of Heritage Point; that at a cost of approximately \$15-16 per foot, it would cost beyond \$55,000 for the total project.

After further discussion, the Chairman asked that a letter be sent to the Deer Run Association stating that water is available, informing them of the approximate \$60,000 cost, and asking if they wish to pursue the matter.

Pierre Lauffer presented recommendations from the Water Advisory Committee on the installation of water mains.

Commissioner Emerson moved, seconded by Chairman Morgan, to accept the Water Advisory Committee recommendation and approve supplying residents that reside along existing Chatham County water main taps at a cost of \$500 each with the following conditions:

- ❖ Must reside within the Southeast and Southwest Water District boundaries
- ❖ Must pay the \$500 tap fee within the specified time frame
- ❖ For any taps that are larger than 5/8" x 3/4", the additional cost to install shall be the responsibility of the homeowner. (i.e.: If construction cost of a 2" tap is \$1,500, the customer shall be responsible for the additional \$1,000)
- ❖ Residents that have signed up shall be notified by direct mailing.
- ❖ A \$500 tap fee shall be paid by May 1, 2005.

And to approve all County funded water main extensions outside of any duly formed district tap fees would be reduced to half of the prevailing fees and to implement the policy. The motion carried five (5) to zero (0).

The Chairman explained the Utilities Director has the authority to put in as many test taps as he needs.

HOSPITAL OPTION

Mr. Woody Hathaway, Chief Executive Officer, thanked the Board for their level of support generated for their "Certificate of Need"; that the document had been successfully filed; that they had been notified that it is complete and is being reviewed; that there will be a mandatory public hearing on Wednesday, April 20, 2005 at 1:00 PM at Central Carolina Community College.

Mr. Hathaway gave a power point presentation on why the hospital needs a new facility. He stated that Chatham Hospital has always prided itself in being "large enough to serve your needs and small enough to know your name"; that for more than fifty years, community members have been able to come to Chatham Hospital knowing that they will receive great health care in a warm, supportive environment; that Chatham Hospital is committed to meeting the needs of patients, doctors, employees, and the evolving community.

He stated that incorporated in 1939, Chatham Hospital was first housed in a wood-framed former apartment building; that in June, 1950, a modern fifty-bed facility was build; that it was remodeled in 1969 producing a state-of-the-art critical care unit, new emergency room, a CT scanner, and medical/surgical units; that renovation and construction have allowed Chatham Hospital to offer modern health options for its patients and a first-class workplace for its employees; that they are now at a crossroads; that in recent years, concerns

about the hospital infrastructure have been raised; that in a 2001 evaluation, upgrades to the following systems were recommended: emergency power, fire alarm, boiler, chiller, air handling unit; that because these systems range in age from 20–54 years old, parts are difficult or even impossible to obtain, and the estimated cost of making the recommended upgrades, if they were possible, would be approximately three-quarters of a million dollars.

He stated that beyond these concerns, the facilities are set up so that patient care is not cost-efficient and the room, especially the operating rooms, are outmoded and need to be larger; that because the hospital is landlocked and surrounded by limiting parking, enlarging will not be easy; that the cost for upgrading the building and adding operating rooms is estimated at almost five million dollars; that even if these expenditures were made, Chatham Hospital would not be the efficient, patient-oriented community hospital that the citizens of Siler City and Chatham County deserve and need. He stated that no amount of upgrading can turn a 1950's infrastructure into a twenty first century health care facility.

Mr. Hathaway reviewed the challenges of the old hospital and opportunities and advantages of a new hospital. A copy of the Chatham Hospital brochure is attached hereto and by reference made a part hereof.

A Resolution Authorizing the Disposition of Certain Real Property was read in its entirety by Attorney Bob Gunn.

Chairman Morgan moved, seconded by Commissioner Emerson, to adopt **Resolution #2005-07 Authorizing the Disposition of Certain Real Property**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

The Board thanked Mr. Hathaway for his presentation and voiced their continued support for the project.

AG ADVISORY COMMITTEE

Charlie Bolton stated that the Board had been made aware, at the last meeting and through telephone calls, of the recent audit process which had made some farmers and agribusiness people realize that they had some problems with listing their property for tax purposes. He stated that everyone realizes that they all need to abide by the rules; that they desire to do so; that ignorance is no excuse; that probably the majority of the folks have been filing correctly; that there have been some serious omissions where people thought that they had the correct information from the tax office; that an Ag Advisory Board Member and he met with the Tax Administrator, the County Manager, and some Extension Services folks during the prior week during which they got a lot of things ironed out; that a lot of misunderstandings were corrected; that the two of them feel a little better about the process; that Ms. Horton is going to meet with the full Ag Advisory Board on the second Tuesday in March; that she was very helpful in answering their questions and clearing up some misconceptions; that there are still some problems but that they have to do, primarily with penalty and interest from mistakes made in the past; and that they would like to ask if some of the interest and penalties can be forgiven or at least go easy on the penalty and interest of any discovered properties.

Clarence Durham stated that they appreciate the Board listening to them; that they were appointed to the committee and they try to listen to the other people and pass information on to them; that they would appreciate the Board's looking at the situation and forgiving the interest, etc.

NOISE ORDINANCE

By consensus, the Board agreed to discuss the Noise Ordinance at their March 7, 2005 Board of Commissioners' meeting.

THRIFT SHOP

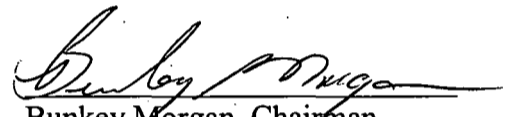
Renee Dickson, Assistant County Manager, stated that the disposal fees are paid for nonprofits by the County; that Waste Management pays their disposal costs; that they have to

take the debris to the landfill and get it weighed; that they receive a letter that says that the County will pay their disposal costs; that it is then taken to the transfer station in Siler City; that they probably do not want to make the trips; that from staff's perspective, it is an enterprise fund, they are already paying for the disposal costs; that if the PTA was allowed to dispose of their items at the collection center, the County would also have to pay the hauling costs associated with disposition of the items; and that most counties do not do this.

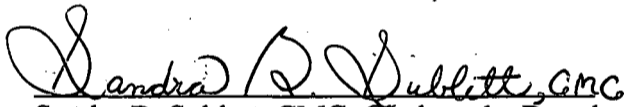
By consensus, the Board agreed to send a letter to the PTA Thrift Shop asking that a representative attend the March 7, 2005 work session and that a copy of the non-profits donation survey performed by Waste Management be included. Bob Holden, Solid Waste Director, will also be asked to be in attendance. A copy of the survey is attached hereto and by reference made a part hereof.

RECESS

Commissioner Barnes moved, seconded by Commissioner Cross, that the meeting be recessed to the regularly scheduled Board of Commissioners' meeting in the District Courtroom. The motion carried five (5) to zero (0), and the meeting was recessed at 5:09 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

March 2, 2005

Carol Hessenflow
NC JJDP
1801 Mail Service Center
Raleigh, NC 27699-1801

Re: Chatham County Juvenile Facility site

Dear Ms. Hessenflow,

This letter confirms Chatham County's commitment to provide land for the Juvenile facility. The site is located on Chatham County's business/industrial park noted as lot 18 (14.02 acres in the southwest corner of the park).

Chatham County is also planning to provide access to the site.

If we can be of further assistance please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charlie Horne', written in a cursive style.

Charlie Horne,
County Manager

COUNTY OF CHATHAM



COMMISSIONERS

BUNKEY MORGAN
Chairman

THOMAS J. EMERSON
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P. O. BOX 87
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

February 21, 2005

Joel Brower, Town Manager
Town of Siler City
PO Box 769
Siler City, NC 27344

Re: Basic Machinery expansion

Dear Joel,

Chatham County is more than happy to partner with the town and Basic machinery in the company's effort to expand its operations. The county is willing to contribute \$25,000 to the project and give Harold Andrews Road line to the city, if the town is willing to assume full responsibility for the county's water lines on the west side of the town and assume ownership of the Stockyard Road step-pumps, which are now under the jurisdiction of the county.

Our effort here is to make our system more contiguous. If we can give our water lines on the west side of Siler City to you and do similarly with Stockyard Road, our system would be much more sensible. We feel we can give better customer service. As it stands now, our response times for those areas is considerably more than we prefer.

If the town chooses not to participate in the arrangement described above, then we propose that the town pay the county \$79,000 for Harold Andrews Road. I believe that is the figure we agreed to when the Basic project was considered a few years ago.

Attached hereto is a list of the water lines in question, the number of customers, and the annual revenue generated from those lines.

In regards to Stockyard Road, in addition to the customer information, we will get all the pump information to you.

We look forward to discussing this further.

Sincerely,

Charlie Horne
County Manager

Transportation Improvement Plan (TIP): 2007-2013 Timeline and Project Suggestions

Timeline

February 15: List of TIP projects from Commission Members

March 7: TIP Resolution on Agenda

March 14: Deadline for Submission of Local Priority List to Durham-Chapel Hill-Carrboro MPO (DCHC MPO)

March 18: Deadline for Submission of Local Priority List Triangle Area RPO (TARPO)

Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) Project Suggestions

1. Commissioners
 - 1.1. Widen, add turn lanes, and add bicycle lanes Andrews Store Road.
2. Projects from 2006-2012 TIP Candidate Project List
 - 2.1. A bus route from Pittsboro to Chapel Hill with a park and ride lot.
 - 2.2. Widening NC-751 to four lanes with bike lanes.
 - 2.3. Completion of the American Tobacco Trail in Chatham County.
 - 2.4. Improvements to Jack Bennett and Lystra Church Roads from US 15-501 to SR 1008.
3. Projects included in the 2030 Long Range Transportation Plan
 - 3.1. Widen Farrington Mill Rd. from 2 lanes to 4 lanes between Jack Bennett Rd. and Durham County line.
 - 3.2. Add bike lanes to Mt. Carmel Church Rd. from the Orange County line to Old Farrington Point Rd.
 - 3.3. Add bike lanes to Old Farrington Point Rd. from the Durham County line to Mt. Carmel Church Rd.
 - 3.4. Add bike lanes from US 15-501 South from the Orange County line to US 64 Bypass.
 - 3.5. Park and ride lot at US 64 Bypass at US 15-501 (500 spaces).
 - 3.6. Park and ride lot at Chatham Crossing at US 15-501 (500 spaces).
 - 3.7. Park and ride lot at Bynum at US 15-501 (250 spaces).
4. Planning Department
5. School System
 - 5.1. Increase length of turn lanes at North Chatham Elementary School on Lystra Road.
 - 5.2. Increase length of turn lanes at Perry Harrison School on Hamlet Chapel Road.
6. Economic Development Corporation
 - 6.1. Farrington Mill Road
 - 6.2. Manns Chapel Road
7. Chamber of Commerce
 - 7.1. Manns Chapel Road & Andrews Store Road.

Triangle Area Rural Planning Organization (TARPO) Project Suggestions

1. Commissioners
 - 1.1. Widen and add bicycle lanes to Pea Ridge Road between Old No. 1 (SR 1011) and New Elam Church Road (SR 1910). Pea Ridge Road is a bicycle route on the Chatham County bicycle map.
2. Items from 2006-2012 TIP Candidate Project List
 - 2.1. Access to US 64 for County owned industrial park property.
3. Planning Department
 - 3.1. Widen 15-501 from Sanford to Pittsboro from two-lanes to four lanes with bicycle lanes.
 - 3.2. Widen NC 751 from 2 lanes to 4 lanes with bike lanes from US 64 to Durham County line (this needs to be included in the RPO project list, if it is included in the MPO list because the RPO/MPO boundary splits the road).
 - 3.3. Add bicycle lanes and improve curves on Hamlet's Chapel Road/Jones Ferry Road from 15-501 to the Orange County line.
 - 3.4. Add bike lanes from US 15-501 South from the Orange County line to US 64 Bypass (this needs to be included in the RPO project list, if it is included in the MPO list because the RPO/MPO boundary splits the road).
4. School System
 - 4.1. Widen road and install turn lanes on Jack Bennett Road at new high school location.
 - 4.2. Widen road and install turn lanes on Alston Bridge Road at new Siler City elementary school site.
 - 4.3. Increase length of right turn lanes on Northwood School Road.
 - 4.4. Increase length of right turn lane (south bound) on 15-501 at Northwood School Road.
 - 4.5. Install stop lights at Horton Middle School.
5. Economic Development Corporation
 - 5.1. Hwy 87 out of Pittsboro.
 - 5.2. Everett Dowdy Road – Road bed work.
 - 5.3. Pearlman Teague Road (located in Siler City's ETJ).
 - 5.4. Hamp Stone Road – upgrade (located in Siler City's municipal limits).
6. Chamber of Commerce
 - 6.1. the widening of Highway 87 N (adding wider shoulders)
 - 6.2. Highway 421 S entrance to Siler City Industrial Park (behind Walmart)
7. Town of Pittsboro
 - 7.1. US 15-501 proposed Pittsboro by-pass, two lanes on a multi lane right of way.
 - 7.2. US 15-501N (Hillsboro Street) widening to provide continuous turn lane with curb, gutter and sidewalk on west side from Launis Street to SR 1599 (Rock Springs Cemetery Road).
 - 7.3. NC 87 widening by adding two feet to each lane from US 64 By-pass to SR 1516 (Old Graham Road).
 - 7.4. US 15-501S (Sanford Road) widen bridge over Robeson Creek.

- 7.5. US 15-501S (Sanford Road) widen to provide continuous turn lane from Robeson Creek to NC 87.
- 7.6. NC 87-NC902 widen bridge over Robeson Creek.
- 7.7. US 64 Business install traffic signal at JA Farrell Street.
- 7.8. US 15-501N (Hillsboro Street) install traffic signal at Park Drive.

NC Moving Ahead Projects (*These projects do not need to be included as TIP projects)

County	Route	Location Description	Project Description	Length (miles)	Est. Cost	Program Year
Chatham	River Forest Road	From US 15-501 to SR 1525	Widen, resurface and add turn lanes.	5.25	\$1,150,000	2004
Chatham	SR 1012 (Moncure-Pittsboro Road)	From US 15-501 to SR 1011	Widen and rehabilitate pavement	3.4	\$2,000,000	2004
Chatham	SR 1008 (Farrington Road)	At SR 1072 (Zion Church Rd.)	Upgrade guardrail.	0.25	\$275,000	2004
Chatham	SR 1918 (Corinth Rd.)	From SR 1011 to NC 42	Improve two railroad crossings and resurface.	3.5	\$450,000	2005
Chatham	SR 2129 (Vernie Phillips)	Bridge over Bear Creek.	Replace Bridge.	0.02	\$500,000	2005
Chatham	SR 2145 (Deep River Rd.)	Bridge over Cedar Creek.	Replace Bridge.	0.02	\$350,000	2005
Chatham	SR 1355 (R. C. Overman Rd.)	Bridge over Mud Lick Creek	Replace Bridge.	0.02	\$350,000	2005

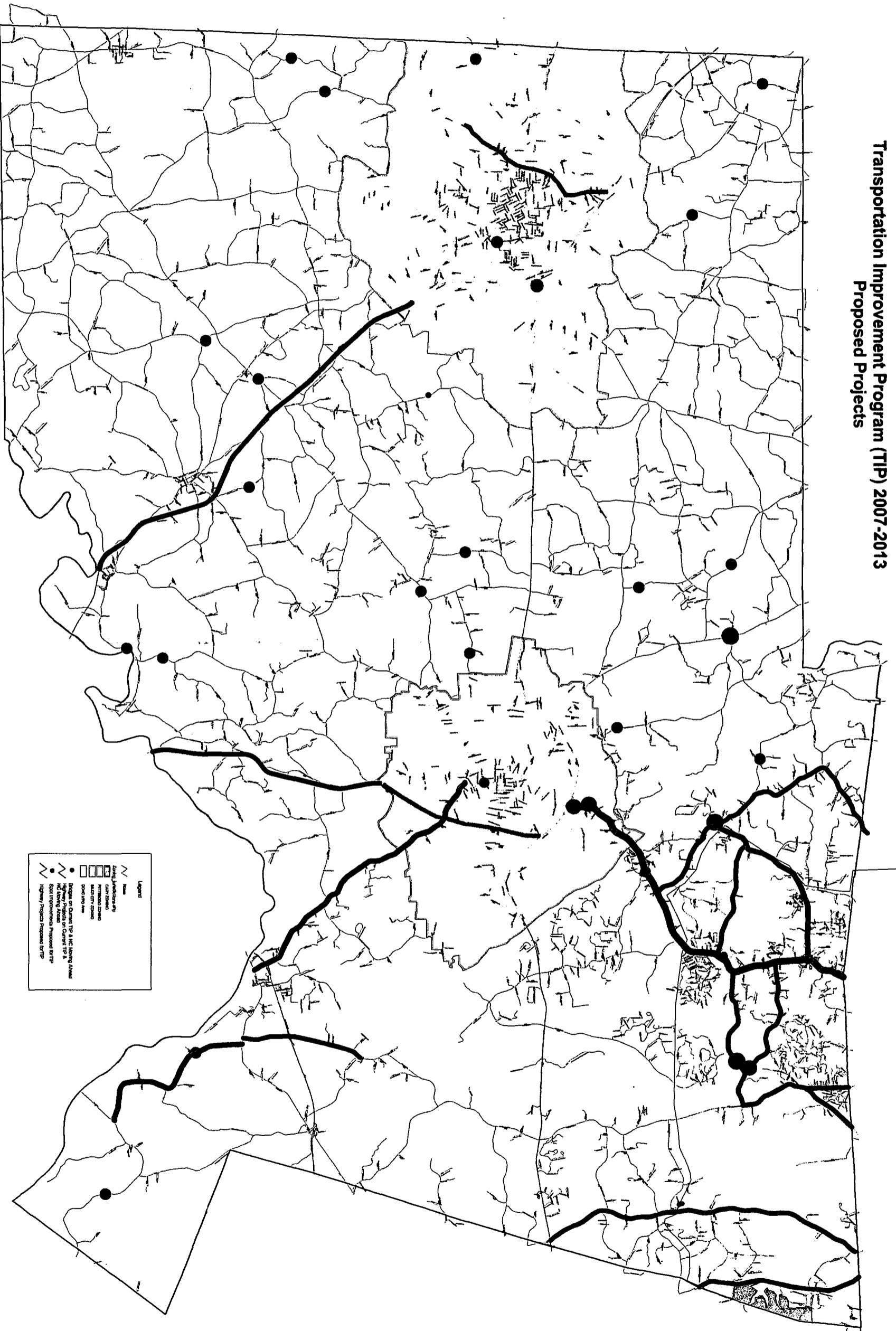
Bridge Replacements From the 2004-2010 TIP List (*These projects do not need to be included as candidate projects in the 2006-2012 TIP)

TRANSPORTATION PROGRAM

CHATHAM COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
FEDERAL AND MUNICIPAL BRIDGE PROJECTS									
NC 42	B-4459	BUCKHORN CREEK. REPLACE BRIDGE NO. 56		755	150	RIGHT-OF-WAY CONSTRUCTION	FA FA	55 550	FFY 05 FFY 07
NC 902	B-3823	LANDRUM CREEK. REPLACE BRIDGE NO. 40		930	930	UNDER CONSTRUCTION			
NC 902	B-4063	SANDY BRANCH. REPLACE BRIDGE NO. 20		755	150	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	55 550	FFY 05 FFY 05
SR 1009	B-3632	BEAR CREEK. REPLACE BRIDGE NO. 200		790	790	UNDER CONSTRUCTION			
SR 1100	B-3633	LITTLE BRUSH CREEK. REPLACE BRIDGE NO. 247		890	890	UNDER CONSTRUCTION			
SR 1102	B-4728	BRUSH CREEK. REPLACE BRIDGE NO. 251		590		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	50 500	FFY 05 FFY 05
SR 1146	B-4460	LITTLE BRUSH CREEK. REPLACE BRIDGE NO. 245		460	460	UNDER CONSTRUCTION			
SR 1303	B-4729	PRONG OF ROCKY RIVER. REPLACE BRIDGE NO. 306		695		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	75 750	FFY 05 FFY 13
SR 1520	B-4064	BROOKS CREEK. REPLACE BRIDGE NO. 95 WITH CULVERT.		375	100	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	25 250	FFY 05 FFY 05
SR 1525	B-3824	FERRELL'S CREEK. REPLACE BRIDGE NO. 68		947	172	RIGHT-OF-WAY CONSTRUCTION	NFA	775	IN ACQUISITION FFY 04
SR 1549	B-4730	TERRELL CREEK. REPLACE BRIDGE NO. 426		635		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	75 750	FFY 05 FFY 05
SR 1559	B-3634	DRY CREEK. REPLACE BRIDGE NO. 117		450	450	UNDER CONSTRUCTION			
SR 1916	B-4461	SHADDOX CREEK. REPLACE BRIDGE NO. 10		770		RIGHT-OF-WAY CONSTRUCTION	FA FA	70 700	FFY 07 FFY 05
SR 2153	B-2943	GEORGES CREEK. REPLACE BRIDGE NO. 156		635	635	UNDER CONSTRUCTION			
SR 2159	B-4731	BRANCH OF ROCKY RIVER. REPLACE BRIDGE NO. 129		580		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	50 500	FFY 05 FFY 05
SR 2155	B-3825	LANDRUM CREEK. REPLACE BRIDGE NO. 325		310	60	RIGHT-OF-WAY CONSTRUCTION	NFA	250	IN ACQUISITION FFY 04
						PURCHASE ORDER CONTRACT (POC)			
SR 2170	B-4065	MEADOWS CREEK. REPLACE BRIDGE NO. 142		705	100	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	5 500	FFY 04 FFY 05
						PURCHASE ORDER CONTRACT (POC)			

Transportation Improvement Program (TIP) 2007-2013
Proposed Projects



- Legend
- County Jurisdiction Area
 - City Jurisdiction Area
 - County Road
 - City Road
 - Highway Projects on Current TIP
 - Highway Projects Proposed TIP



Prepared by the Chatham County
Planning Department: February 18, 2005

Township	2004 Total Assessed Value	2005 Total Assessed Value	Percent Inc
County	22,270,946	25,832,166	15.99%
Albright	123,003,357	151,261,284	22.97%
Baldwin	464,216,191	644,580,265	38.85%
Bear Creek	174,296,296	210,851,730	20.97%
Cape Fear	130,839,731	155,052,490	18.51%
Center	407,241,368	522,027,286	28.19%
Gulf	167,106,039	202,738,099	21.32%
Hadley	138,662,888	216,800,170	56.35%
Haw River	82,008,635	98,594,626	20.22%
Hickory Mtn	155,355,134	207,467,527	33.54%
Matthews	556,192,906	638,211,813	14.75%
New Hope	395,273,061	530,246,361	34.15%
Oakland	73,345,119	87,711,383	19.59%
Williams	1,449,153,215	1,908,294,961	31.68%
Totals	4,338,964,886	5,599,670,161	29.06%

Substance Abuse Ad Hoc Committee Report

Chatham County has a growing need for substance abuse treatment and prevention. Currently, there are few prevention services in the county focusing on reducing substance abuse. Current Chatham County Schools statistics indicate that students are most deterred from substance abuse by their parents and school prevention efforts. There are scant resources that educate parents and students about substance abuse prevention.

Additionally, there are gaps in our current treatment services. Chatham Counseling Center provided over 2200 hours of substance abuse treatment in the past year. Individuals were often hampered by an inability to access appropriate services in the community. Numerous residents leave the county to receive treatment only to have difficulties maintaining their progress once they return. These deficiencies include a lack of residential/transitional, bi-lingual, and case management services.

A Substance Abuse Ad Hoc Committee began meeting at the end of September. The committee was comprised of representatives from county agencies, law enforcement, private providers, and the general public. The committee identified a number of different solutions that could begin to address the need for increased services. A comprehensive list is included. Three priority areas were selected for immediate consideration: 1) the creation of a residential/transitional home 2) the hiring of a substance abuse case manager 3) the hiring of a prevention specialist and the purchase of prevention materials.

Residential/Transitional Housing

Residential/transitional housing would need to be available for at least 20 clients. This could be achieved through building, purchasing, or leasing two homes with the ability to house 10 individuals per home. One home would house men and the other women and neither would house clients' children. Each home would need to be 3500-4000 square feet and meet Division of Facility Services standards. The county could create and run this housing. An alternative to the creation of county owned residential housing would be to provide money to the OPC Local Management Entity for a contract with an outside provider. The county could negotiate that Chatham County residents have priority in the home. This would significantly reduce the initial costs, provide reduction in the ongoing costs, and free the county from having to operate the homes. The county could stagger the creation of the homes by opening one home and then assessing the ongoing needs of the community annually.

Substance Abuse Case Manager

Currently, many substance abuse clients are unable to access case management services due to a lack of a funding source. A case manager would be able to assist clients with accessing needed services and transportation, facilitate treatment, and monitor progress. Chatham Counseling Center could hire a case manager to work specifically with substance abuse clients.

Substance Abuse Prevention Specialist

Current state standards allow Mental Health dollars to be spent on targeted students for prevention efforts. Chatham County needs to increase prevention efforts to all students as well as adults. This could be achieved through Public Health hiring a prevention specialist to increase prevention efforts in the county. Prevention materials would also need to be supplied.

Substance Abuse Treatment Resources

In County – Adult Services

RESOURCE	SERVICE
Alcoholics and Narcotics Anonymous	Various Groups in both English and Spanish
Catholic Home	Temporary Transitional Housing
Chatham Counseling Center	Assessments, Group Treatment, Individual Treatment, DWI Treatment, Treatment Referrals, Hospitalization Referrals
Department of Social Services	Assessments for Work First Clients
Gene Horton	DWI Assessments and Treatment
Family Wellness and Recovery Services of NC	Residential Treatment for Pregnant Women
Project Turnaround	Group Treatment, Court Ordered Services
SASA	DWI Assessments and Treatment for Hispanic Clients
Second Chance Ministries	Transitional Housing for Men
Treatment Alternatives for Safer Communities (TASC)	Assessments for Court Involved Individuals

In County – Child/Adolescent Services

Chatham Counseling Center	Assessments, Treatment Referrals, Hospitalization Referrals
Chatham County Partnership for Children	Universal Prevention Programs for preschool ages
Chatham County Schools	Prevention Services
DARE	Prevention Service
Project Turnaround	Group Treatment, Court Ordered Services
Three Springs	Adolescent Residential Treatment

Out of County – Adult Services

RESOURCE	SERVICE
Alcohol and Drug Abuse Treatment Center – Butner	Short Term Detox
DART - Goldsboro	Residential Treatment for Incarcerated
Day/Night Program – Asheboro	Residential Treatment
Freedom House – Chapel Hill	Residential Treatment, Group Treatment
Horizons – Chapel Hill	Intensive Outpatient for Women and Prenatal Care
Oxford House – Chapel Hill	Half-way Houses
Residential Treatment Services – Burlington	Residential Treatment, Crisis Services
Trosa – Durham	Residential Treatment
UNC Hospital – Chapel Hill	Short Term Detox

Out of County – Child/Adolescent Services

Woodrow Scoggins – Sanford	Adolescent Residential Treatment
Youth Focus – Greensboro	Adolescent Residential Treatment

Substance Abuse Treatment Needs

Residential Treatment Center

- Serve both men and women
- 10-15 bed facility
- Initial treatment for substance abusers

Transitional Housing

- Serve both men and women
- 20-25 bed facility
- Could utilize existing services for portions of treatment
- Ongoing treatment to assist substance abusers in reintegration into the community

Combination of Residential Treatment Center and Transitional Housing

- Allows for longer stay and reintegration into the community

Detox Facility or Beds

- Could be part of new facility or through Chatham Hospital

Jail Based Treatment Facility

- Provided to incarcerated individuals
- Would allow other counties to place individuals into Chatham County Jail for treatment at a fee

Bi-lingual Provider

- Bi-lingual services needed with any new services
- Substance abuse professional to focus on needs of Hispanic population

Case Manager to serve Substance Abuse Clients

- Assist Substance Abusers in gaining needed services and reintegration into the community

been raised. In a 2001 evaluation, upgrades to the following systems were recommended:

- Emergency power
- Fire alarm
- Boiler
- Chiller
- Air handling unit

Because these systems range in age from 20 to 54 years old, parts are difficult or even impossible to obtain, and the estimated cost of making the recommended upgrades, if they are possible, would be approximately three-quarters of a million dollars.

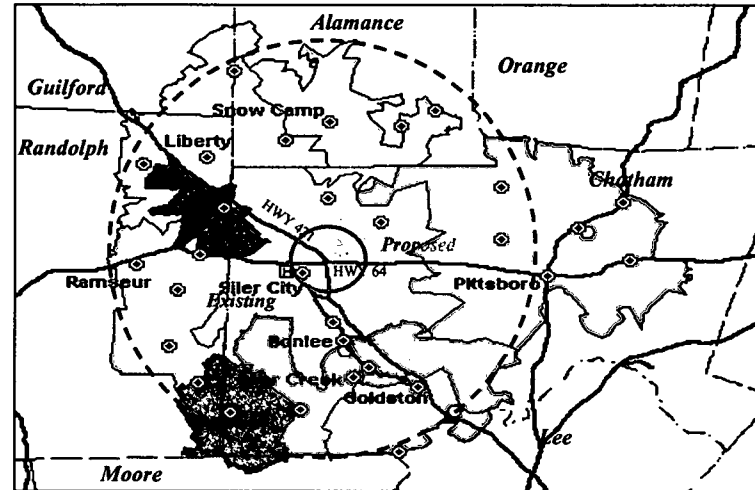
Beyond these concerns, the facilities are set up so that patient care is not cost-efficient, and the rooms, especially the operating rooms, are outmoded and need to be larger. Because the hospital is landlocked, however, and surrounded by limited parking, enlarging will not be easy. The cost for upgrading the building and adding operating rooms is estimated at almost \$5 million. Even if these expenditures were made Chatham Hospital would not be the efficient, patient-oriented community hospital that the citizens of Siler City and Chatham County deserve and need.

Challenges

No amount of upgrading can turn a 1950's infrastructure into a 21st Century health care facility. Chatham Hospital is facing the following challenges:

- A new infrastructure is needed to ensure the safety, comfort, and good health of our patients, and the cost-efficiency of their care.
- Rooms, including patient and operating rooms, should be larger, halls should be wider, and ceilings should be higher to have space for the modern health care technology our patients deserve.
- The existing building is too small and landlocked to provide needed changes.
- The existing building is not located near major roads, hindering access for patient and emergency vehicles.

The Communities We Serve



Proposed location for new hospital is inside red circle

- It will be difficult to recruit outstanding care providers, including physicians, nurses, and other staff, with outmoded facilities.
- Community members should not feel they have to drive to another county to get care we can provide here in Chatham County.
- Chatham Hospital needs to address these challenges without losing its essential identity as an independent non-profit hospital that provides "modern medicine with a personal touch."

Opportunities

Chatham Hospital is fortunate to be in a position of vitality, rather than crisis, as we face these challenges. We see these challenges as opportunities to make changes that will improve Chatham Hospital for the 21st Century. The following are some of the changes we have made:

We have applied for and received federal designation as a Critical Access Hospital (CAH). This way we can continue to be locally-oriented and serve our community and also receive enhanced Medicare reimbursement and qualify for some federal grants.

We have joined in a partnership with the UNC Health Care System for planning and assistance. Through this partnership, UNC will recruit physicians and support their pay and benefits as they work full-time at Chatham Hospital. This partnership is not a merger. Chatham Hospital will remain a separate entity from UNC Health Care.

We are seeking funding from the U.S. Department of Housing and Urban Development to build a new hospital, rather than place a heavy burden on the citizens of Chatham County.

We are looking for opportunities to buy land on which to build a new hospital that meets our community's needs.

The Advantages of a New Hospital

We believe that building a new hospital will be a very good thing for Chatham County. Here are some of the advantages we look forward to:

- A new Chatham Hospital will allow us to meet current building codes and expand our care offerings, so more Chatham County residents can get their health care locally.
- New specialty physicians will raise the level of care we can provide and be valuable members of our community.
- A new hospital will support the economy of Siler City and surrounding areas, from construction through full-capacity operation - by bringing in working people as well as patients and their families who will buy products and services.
- Some people think nothing of driving to Chapel Hill, Wake County, or elsewhere to get their health care. But others do not have that choice. We at Chatham Hospital believe it is the right of everyone to have a good hospital near by. We have a good hospital. It could be even better.

Questions and Answers

Why do we need to build a new hospital? As described before, several upgrades have been instrumental in making Chatham Hospital as good as it is, but as time passes, it will not be able to keep up with advances and remain an affordable place to get local health care. A new hospital would not only bring in the most modern advances, but it would also attract top-ranked physician specialists to serve our growing and changing community.

What will we do with the old building? What will happen to the old building has not been decided. It may serve as to house administrative offices for the new hospital, or it may be put to other use. Many in Chatham County have strong attachments to the Chatham Hospital building. Whether we were born there, or we or our relatives have worked there, that special feeling is tied to the people as much as the place. The new hospital will have the same heart, because it will have the same people.

Where will a new hospital be built? It is expected that the hospital will stay in Siler City. We are looking for land on which to build.

Will my taxes go up? This project will be paid for by bonds backed by the federal government.

When will the new hospital be built? The process will take a few years. We hope to be able to open the doors in 2007, but many steps must be taken before then, including winning funding, buying land, and completing construction.

Will Chatham Hospital be swallowed up by UNC Health Care? Our partnership with UNC is for planning and for recruiting physicians. UNC is able to bring top-ranked specialty doctors to our hospital. For their part, UNC benefits greatly from having a good hospital in Chatham County. Many UNC employees live in Chatham County. UNC has already committed to Chatham County by establishing practices, such as Chatham Primary Care, that serve our community. Also, although Chatham County residents will continue to go to UNC for complex services, our population growth makes it impossible for UNC Hospitals to serve all patients from Chatham County. It is to everyone's benefit that there be a strong hospital in Chatham County, separate from UNC Hospitals.

Will Chatham Hospital remain small? Yes. As a "Critical Access Hospital," we have to remain small, and it is part of our mission to remain locally-oriented. We hope to increase so that we are at capacity, but that capacity will be about 25 beds.

Why do you need community support? In order to begin this process, we need to prove to the state of North Carolina that people in our community would use a new hospital. We have a "Certificate of Need" that we must submit to the state, and a public hearing about this document will be held at some time in the next year. We will need community members to come to this meeting. We need your support as we apply for federal loans as well, because HUD representatives will ask community members about the need and desire for a hospital. In the long term, we want community members to think of Chatham Hospital when they need health care. In return, we will strive to provide the best health care possible.

For More Information

We are interested in your comments, questions and concerns. Please contact Woody Hathaway at 919-663-9101 or email to whathaway@chathamhospital.org.

Chatham

HOSPITAL

Our Priority: To Serve The Needs Of Our Community

Chatham County has had vibrant growth and change over the decades. Today our community reflects a diverse mix of cultures and ethnic groups, young and old. We embrace longtime neighbors and newcomers looking for a special place to retire or raise their families.

Chatham Hospital has always prided itself in being "large enough to serve your needs and small enough to know your name." For more than 50 years, community members have been able to come to Chatham Hospital knowing that they will receive great health care in a warm, supportive environment. Chatham Hospital is committed to meeting the needs of patients, doctors, employees, and the evolving community.

A Growing Need for a New Hospital Building

Incorporated in 1939, Chatham Hospital was first housed in a wood-framed former apartment building. In June, 1950, a modern 50-bed facility was built. In 1969, the Brooks-Boling wing was added, and further additions and renovations in 1997 produced a state-of-the-art Critical Care Unit, a new emergency room, a CT scanner and medical/surgical units

Renovation and construction have allowed Chatham Hospital to offer modern health care options for its patients and a first-class workplace for its employees. However, we are now at a crossroads. In recent years, concerns about the hospital infrastructure have

A RESOLUTION AUTHORIZING THE DISPOSITION
OF CERTAIN REAL PROPERTY

WHEREAS, the County owns a certain tract or parcel of land located in Matthews Township located south of US Highway 64 and east of US Highway 421; and

WHEREAS, Chatham Hospital, Inc. is interested in a portion thereof for possible use as a hospital site; and

WHEREAS, Chatham Hospital, Inc. is a non-profit corporation of the State of North Carolina providing hospital services to the public; and

WHEREAS, Chatham County is authorized to appropriate funds for hospital purposes pursuant to NCGS §153A-249; and

WHEREAS, Chatham County is interested in the development of its property and may convey a portion thereof by private sale to such non-profit entities as Chatham Hospital, Inc. in order to carry out public purposes; and

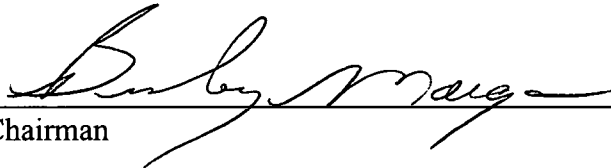
WHEREAS, the County is authorized to sell its real property by private negotiation and sale pursuant to NCGS §160A-279 and NCGS §160A-267;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Chatham County as follows:

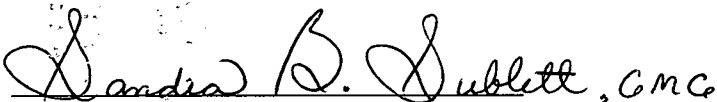
1. That Chatham County through its manager or his designee may sell the real property more particularly described on Exhibit A attached hereto and incorporated herein by reference at private sale at a negotiated price of not less than \$375,000.00.
2. That prior to any such sale, the County shall pursuant to NCGS §160-279 attach such covenants or conditions which assure the property will be put to a public use.
3. That a notice summarizing the contents of this Resolution shall be published once after the adoption hereof and no sale shall be consummated within less than 10 days following its publication.

Adopted this 21st day of February, 2005.

CHATHAM COUNTY BOARD OF COMMISSIONERS

By: 
Chairman

ATTEST:

, CMC
Clerk

Chatham County Waste Management Issues
(Non-profits that accept donations)
February 11, 2005

The current issue at hand is the PTA Thrift Store at Cole Park wants to use the collection center.

What surrounding counties do:

Alamance County:

Not clear if they are an enterprise fund,

Non-profits in the county: Salvation Army and Victory Junction.

No fees waived, non-profits are responsible for the hauling and disposal of items.

Durham County:

Not an enterprise fund,

Non-profits in the county: Habitat, Goodwill, and Salvation Army.

No fees waived, non-profits are responsible for the hauling and disposal of items.

Chatham County:

Enterprise fund,

Non-profits in the county: Habitat, PTA, and Salvation Army.

County pays the disposal cost; non-profits are to handle the hauling of items.

Lee County:

Enterprise fund,

Non-profits in the county: Habitat and PTO.

No fees waived, non-profits are responsible for the hauling and disposal of items.

Macon County:

Enterprise fund,

County pays the disposal cost; non-profits are to handle the hauling of items.

New Hanover County:

Enterprise fund,

County pays the disposal cost; non-profits are to handle the hauling of items.

Wake County:

Enterprise fund,

Non-profits in the county: Habitat, Goodwill, and Salvation Army.

No fees waived, non-profits are responsible for the hauling and disposal of items.

Orange County:

Enterprise fund,

Non-profits in the county: Habitat and PTA.

No fees waived, non-profits are responsible for the hauling and disposal of items.

Other like issues:

Rural fire departments have been given access to the centers at no cost.

Rural rescue squads have been given access to the centers at no cost.

Town residents have been given access to the centers at no cost.

Frosty's Store has been given access to the centers for OCC recycling at no cost.

Pay for disposal for DOT roadside clean up (all counties do this)

Pay for disposal for Big Sweep clean up (all counties do this)

Provide boxes, hauling and disposal for Haw River & Fly Fisherman's clean up

Provide boxes & hauling for recyclables for Grass Roots, Old Fashion Farmers Day,

County Fair, Town Street Fairs, Fiesta Latina, and Relay for Life.

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
FEBRUARY 21, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the District Courtroom, located in Pittsboro, North Carolina, at 6:00 PM on February 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 6:00 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.

AGENDA AND CONSENT AGENDA

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

The County Manager asked that Item #7, Consideration of a request to approve telephone system purchased with grant funds for the Department of Social Services be removed from the Consent Agenda and deferred until a later date; that the Child Fatality Prevention Team Appointment be removed from the regular Agenda and deferred until a later date; that the public hearing for the 2003 Stockyard Road closeout, which had been advertised for the February 21, 2005 Board of Commissioners' meeting be added to the Agenda after the Public Input Session; and that a Public Information Session regarding personal computers and e-mail messages be added under Commissioners' Reports.

The County Manager announced that the Legislative Delegation meeting scheduled for February 24, 2005 at The Fearrington House has been cancelled.

Commissioner Cross asked that a resolution on one percent land transfer tax fee be added to the Agenda under Commissioners' Reports.

Commissioner Emerson moved, seconded by Commissioner Outz, to approve the Agenda and Consent Agenda with the noted requests. The motion carried five (5) to zero (0).

CONSENT AGENDA

1. **Minutes:** Consideration of a request to approve Board minutes for regular meeting held February 07, 2005 and work session held February 07, 2005

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

2. **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).

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

A. Horse Haven Lane

- B. Hay Barn Lane
- C. Paul Alston Drive
- D. Palimino Drive

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

- 4. **Central NC Regional Library "Safe Child Policy":** Consideration of a request to approve the Central NC Regional Library "Safe Child Policy", attached hereto and by reference made a part hereof.

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

- 5. **Chatham Transit Network Board of Director's Appointment:** Consideration of a request to appoint Elena Gonzales to the Chatham Transit Network Board of Directors

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

- 6. **Setting Public Hearing for Closing of Streets:** Consideration of a request to set March 21, 2005 as the date on which to hold a public hearing on the closing of certain streets in Haywood

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

- ~~7. **Telephone System for Department of Social Services:** Consideration of a request to approve telephone system purchased with grant funds for the Department of Social Services~~

This item was removed from the Consent Agenda for consideration at a later date.

END OF CONSENT AGENDA

PUBLIC INPUT SESSION

Larry Ballas, 139 Indian Creek Lane, Apex, NC, asked that the verbiage on the instructions for the Public Input Session, "No individual may speak more than one time in any three month period." be stricken. He stated that he would like to see some status updates on the campaign promises to increase economic development and bring industry and jobs to the County; that he wanted to know when additional water services may be added in the northeast part of the County; and that he would like an opportunity for the public to comment on what the new tax rate should be after this revaluation.

Chairman Morgan gave an overview of economic development in the industrial park.

Bruce Miles, President of the Homebuilders Association in Chatham County, 1850 Otis Johnson Road, Pittsboro, NC, talked about their opposition to impact fees. He stated that they adamantly opposed the increase in impact fees; that the impact fee cannot be used widely, for example Jordan-Matthews High School needs repairs and a new cafeteria; that new homebuyers should not shoulder the burden alone; and that the increase in impact fees will have a negative effect on custom homebuilders because the fee must be paid up front at permitting.

STOCKYARD ROAD

2003 Stockyard Road Closeout: Public hearing to receive public comments on the 2003 Stockyard Road closeout

Floyd Adams, stated that he had been assisting the County in running the Community Development Block Grant Program (CDBG) for the Stockyard Road Sewer Project; that the project is in the final stages of being complete; that there is only one client left that needs to be hooked-up; that that will be paid for by some of the County's local match

funds; and that the purpose of the required public hearing is so that the program can be closed out.

He stated that the total project budget was \$787,492.69; that the program spent \$722,001.29 of CDBG funds; that with the money, twenty-eight families were served; that there is one left to be served which will make twenty-nine families with new sewer connections to a central sewer system; that the work included 8,813 feet of eight-inch gravity sewer and 3,150 linear feet of a forced main (which is a small pump in the yards and then pumping to the gravity line); that they feel the project has been successful; and that it did take a lot of time; and that they found a lot of rock.

Mr. Adams answered questions from the Board.

The Chairman opened the floor for public comments.

There was no one present who wished to make public comments.

Commissioner Emerson moved, seconded by Commissioner Outz, to formally close the public hearing on the 2003 Stockyard Road closeout. The motion carried five (5) to zero (0).

PUBLIC WORKS

Public Meeting – Environmental Scoping:

Chatham County – Southeast Chatham Water District Environmental Scoping Meeting: Consideration of a request to provide information regarding the Southeast Chatham Water District as it relates to the preparation of the Environmental Assessment and Preliminary Engineering Report and to accept public comments on the project

Tim Carpenter, Hobbs, Upchurch & Associates, stated that the purpose of the meeting is to provide information regarding the Southeast Chatham Water District as it relates to the preparation of the Environmental Assessment and Preliminary Engineering Report and to accept comments on the project. He stated that it is anticipated that the funding for the project will be obtained from the Department of Agriculture (USDA) Rural Utilities Service.

He stated that the project is proposed to consist of approximately 24 miles of water main, one tank and two master metering stations with the capability of serving approximately 350 customers, and that it is anticipated that all water mains shall be installed within existing NCDOT rights-of-way.

There was no one present who wished to make public comments.

The Chairman closed the comments section on the Southeast Chatham Water District Environmental Scoping meeting.

Chatham County – Southwest Chatham Water District Environmental Scoping Meeting: Consideration of a request to provide information regarding the Southwest Chatham Water District as it relates to the preparation of the Environmental Assessment and Preliminary Engineering Report and to accept public comments on the project

Mr. Carpenter explained that the purpose of the meeting is to provide information regarding the Southwest Chatham Water District as it relates to the preparation of the Environmental Assessment and Preliminary Engineering Report and to accept comments on the project. He stated that it is anticipated that the funding for the project will be obtained from the Department of Agriculture (USDA) Rural Utilities Service.

He stated that the project is proposed to consist of approximately 48 miles of water main, one tank and booster pump station with the capability of serving approximately 450 customers, and that it is anticipated that all water mains shall be installed within existing NCDOT rights-of-way.

There was no one present who wished to make public comments.

The Chairman closed the comments section on the Southwest Chatham Water District Environmental Scoping meeting.

PLANNING AND ZONING

Amendments to Chatham County Watershed Protection Ordinance: Consideration of a request by Nicholas P. Robinson, attorney, on behalf of Bynum Ridge, LLC for amendments to the Chatham County Watershed Protection Ordinance Sections 303 (A) and Section 600. The proposed amendments would allow single-family cluster developments located within more than one watershed to share density in the different watersheds without exceeding the maximum allowed in the combined watersheds.

Commissioner Cross stated that he was considering an amendment to the Watershed Protection Ordinance by variance; that if it can be done by variance, he feels that the Board needs to return to the original proposal that was addressed at the public hearing (400 ft. buffers with no vertical structures); that if this cannot be done, he feels that another public hearing would need to be held pertaining to gazebo-like structures.

Commissioner Cross referenced a "Resolution to Amend Chatham County Watershed Ordinance to Only Allow a Clustered Subdivision to Span Across Watershed Districts Where the Developer Can Provide Clear and Convincing Scientific Evidence that Approving this Amendment Will Provide Greater Protection to the Environment" supported by various community groups.

The Board of Commissioners discussed various issues concerning the three requests: where the text amendment would be applicable; a better understanding of significant terms in the proposal such as "gazebo type" structures; and other issues.

Nick Robinson, attorney, stated he doesn't want anyone to get caught-up in terminology; that the Planning Director is correct in saying that the Watershed Protection Ordinance does provide, under very narrow circumstances, that a "variance from the ordinance can be granted"; that if the Board wishes to discuss the possibility that the Watershed Ordinance could be amended to relate specifically to a particular tract as opposed to just the Jordan Lake Watershed or just the zoned area for the entire County, there is a way to do it; that that would be with an amendment to the map itself to revise the map so that just this particular 650 acre tract would fall under the watershed classification of "Watershed Protected Area".

Commissioner Cross moved to reopen the public hearing on the Williams Pond issue and to discuss the differences between what happened between the first proposal that went to the Planning Board for consideration and second proposal that was somewhat modified.

The Planning Director stated that in order to reopen the public hearing, it would have to be re-advertised.

The motion died for lack of a second.

After considerable discussion, Commissioner Emerson moved, seconded by Commissioner Outz, to adopt Resolution Approving An Application For A Conditional Use Permit For A Request By Bynum Ridge, LLC For Bynum Ridge Planned Residential Development, substituting the suggested zoned area of the County with the Jordan Lake Watershed Area depicted on the attached map.

The discussion ensued, and Commissioner Emerson respectfully withdrew his motion.

Commissioner Outz withdrew his second to the motion.

Commissioner Barnes moved, seconded by Commissioner Outz, to table all three issues. The motion carried five (5) to zero (0).

Conditional Use District Request: Consideration of a request by Bynum Ridge, LLC for a Conditional Use District (CU-RA-90) on 650 acres (presently 242 acres zoned RA-5 and 408 acres zoned RA-40) on the south side of SR #1711, Bynum Ridge Road

This item was tabled until a later date.

Conditional Use Permit for Planned Unit Development: Consideration of a request by Bynum Ridge, LLC for a Conditional Use Permit for a Planned Unit Development, Williams Pond Residential Community, consisting of 185 lots on 650 acres, located on the south side of SR #1711, Bynum Ridge Road, Baldwin Township

This item was tabled until a later date.

BREAK

The Chairman called for a ten-minute break.

BOARDS AND COMMITTEES

Appearance Commission Appointments: Consideration of a request to appoint two members to the Appearance Commission by Commissioners Cross (1) and Barnes (1)

Commissioner Cross moved, seconded by Commissioner Emerson to appoint Mr. David Henry, 139 East Cotton Road, Moncure, NC, to the Appearance Commission. The motion carried five (5) to zero (0).

Commissioner Barnes deferred his appointment to the Appearance Commission until a later date.

Child Fatality Prevention Team Appointments: Consideration of a request to appoint a member to the Child Fatality Prevention Team by Commissioner Outz (1)

Commissioner Outz deferred his appointment to the Child Fatality Prevention Team until a later date.

Chatham Partnership for Children Appointment: Consideration of a request to appoint a Commissioner to the Chatham Partnership for Children

Commissioner Barnes moved, seconded by Commissioner Outz, to appoint Commissioner Emerson to the Chatham Partnership for Children. The motion carried five (5) to zero (0).

Municipal Planning Organization Appointment: Consideration of a request to appoint a Commissioner to serve on the Municipal Planning Organization

Commissioner Cross volunteered to serve on the Municipal Planning Organization stating that he had already been serving on the Area Regional Planning Organization for two months.

Commissioner Emerson moved, seconded by Commissioner Outz, to appoint Commissioner Cross to the Municipal Planning Organization. The motion carried five (5) to zero (0).

BOARD OF COMMISSIONERS' MATTERS

Impact Fees: Discussion of a request to change the Chatham County Educational Facilities Impact Fee Ordinance

Chairman Morgan stated that the Board had heard many comments on Impact Fees. He stated that he had been working on them since the year before; that there had been a great deal of staff and citizen input; that he appreciated everyone's participation; that he had received many calls from builders and developers; that the Chatham County Board of Education is now meeting to determine their final request regarding an amount to bring

before the Board of Commissioners; that that amount appears to be somewhere close to one hundred million dollars; that the request will most likely consist of three new schools (an elementary school in Siler City, a middle school in the northeast, and a high school in the northeast); that it will take approximately 60-70 million dollars; that the Board of Education said that they have only their architectural and their research company quoting prices; that he asked if they had received competitive bids; that they had not yet done so; and that they would like to meet with the Board of Commissioners to present their proposal.

By consensus, the Board set Monday, February 28, 2005, 6:30 PM as the date on which to hold a joint meeting with the Chatham County School Board. The meeting will be held in the Superior Courtroom.

Commissioner Cross stated that the County has to build schools and it has to have a way to pay for them; that he hopes that the County can get General Assembly approval of the one percent land transfer fee; that the possibilities of getting it approved are slim but he thinks that it should still be pursued; that the school impact fee is another option; that there are also real property taxes or the school bond; that during the discussion on February 28th, he thinks the Board can talk about all of them; that everyone can have input; that he has prepared the resolution which he would like for the Board to approve, pending the County Attorney's approval, so that it will be ready when the meeting with the Legislators take place.

Commissioner Cross read the resolution in its entirety.

After considerable discussion, Commissioner Cross moved, seconded by Commissioner Emerson, to adopt the **Resolution #2005-08 to Seek Legislative Approval for a Local Bill to Authorize Chatham County to Levy a One Percent Land Transfer Tax**, attached hereto and by reference made a part hereof. The motion carried four (4) to one (1) with Chairman Morgan dissenting.

The Community Backyard: Consideration of a request to support an application with matching funds for SAMHSA's 2005 Drug Free Communities Support grant

Commissioner Emerson moved, seconded by Commissioner Barnes, to support an application as follows:

1. A Letter of Support that describes Chatham County's full participation in the Chatham County Committee to Reduce Underage Alcohol and Drug Use. Included in the letter would be the County's statement about the importance with which it regards this issue.
2. An in-kind contribution of \$5,000 to be used in the following manner:

Committee Participation:	staff member est. @ \$15/hr.	\$1,440
8 hrs/month for 12 months		
Office space for meetings: 1 meeting/month for 12 months		\$ 600
Distribution of Media Messages and Program Announcements		\$1,000
Public relations for Town Meetings (phone calls, faxes, etc.)		\$1,500
Paper Supplies		\$ 60
3. A cash contribution of \$5,000 to be used to sponsor 12 town meetings throughout the County, one per month, to build the local coalition, educating all stakeholders about issues of concern, creating local media campaigns, engaging law enforcement, schools, faith communities, parents, youth etc. in reducing underage alcohol and drug use.

The motion carried four (4) to one (1) with Commissioner Outz opposing.

James O'Kelly Cemetery in Colvard Farms Development: Consideration of a request to approve releasing the four-tenths of an acre not in the cemetery proper to the adjacent landowner in Colvard Farms Development; and consideration of a request that the Colvard Farms Homeowners Association be granted ownership of the actual cemetery as well as responsibility for on-going maintenance

Jeff Hunter explained that his brother, Neal Hunter, owns property in Chatham County that surrounds an abandoned private cemetery known as the James O'Kelly Cemetery; that the cemetery was created by deed at one-half acre; that the actual cemetery size is 65 feet by 65 feet or approximately 1/10 of an acre; that they are requesting the Board to approve releasing the 4/10s of an acre not in the cemetery proper to the adjacent land owner; that, in addition, they wish that the Colvard Farms Homeowners Association be granted ownership of the actual cemetery as well as responsibility for ongoing maintenance; that in recent consent conversations with Jane Pyle of the Chatham County Historical Society, Bill Clark, representing the development company, learned that the State of North Carolina considered this cemetery abandoned and that the actual size was much less than 1/2 acre; that Ms. Pyle suggested that they have an expert confirm the location of the cemetery and then petition the Board of Commissioners to release the unused portion of the 1/2 acre to the adjacent landowner.

The County Attorney asked the name of the gentleman who gave the deed that reserved the 1/2 acre for the cemetery. He further stated that his heirs would be the ones who would have to release it, and that he would be happy to review the General Statutes on the graveyard.

By consensus, the Board agreed with what Mr. Hunter was trying to accomplish. They suggested that he contact an attorney regarding this matter.

Public Defender's Office Lease Agreement: Consideration of a request to approve the lease agreement for the public defender's office

Commissioner Barnes moved, seconded by Commissioner Emerson, to approve the lease agreement for the public defender's office, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

MANAGER'S REPORTS

The County Manager had no reports.

COMMISSIONERS' REPORTS

Public Information and Commissioners' E-Mail Messages:

The County Attorney explained that as long as a personal computer is owned by a Commissioner in their own home, that the e-mails were not public record; and that anything coming into the Manager's Office or another office would be considered public record.

Chairman Morgan stated that he would like to see the requests come through either the Manager's Office or the County Attorney.

Commissioner Outz moved, seconded by Commissioner Emerson, that any request for public records that has come to the Board will be forwarded to the County Manager who will review the request with the County Attorney for his approval to forward the information to the one making the request. The motion carried five (5) to zero (0).

Mountaire Farms Hatchery:

Jeff Beavers with Mountaire Farms appeared before the Board asking for a building permit to be issued for the expansion project of the Mountaire Farms Hatchery at the physical location of 4555 US #421 South, Siler City. He stated that the expansion is a \$7,000,000 project that will be a great impact to the economic development of the County; that the tax base and utility departments will gain from this expansion; that the engineers have already awarded bids with subcontractors from Chatham County for a major portion of the construction; that the impact will also affect the job market of the County by increasing their employees from 33 to 45 employees at the onset of the completion.

He stated that the request to the County is for the building permit to be issued upon this request in order to continue the progress of the project without delay; that Mountaire Farms as a company is environmentally conscious of the need to protect and preserve the

environment and the land that neighbors them; that the permits for the wastewater system are being submitted to the State of North Carolina for approval; that the soil testing and available land usage has already been approved; that Mountaire has obtained a "pump and haul" permit from the Division of Water Quality; that they are asking the County to honor this permit and issue a building permit so as not to delay construction; that the plan for the wastewater during the construction of the wastewater system has been planned as the following: PFM Trucking, Bonlee, NC will transport any wastewater to the Mountaire Farms Plant Facility in Lumber Bridge; that this facility is owned and operated by Mountaire Farms and already has a wastewater system in operation; that construction of the new wastewater system is scheduled to be completed before the completion of the expansion and before wastewater capacity is needed.

He asked that the Board approve the building permit for this \$7,000,000 project which will allow the work and plans to be scheduled without delay or holdup to all parties of the project.

Commissioner Outz moved to work with Jeff Beavers and Mountaire to do everything necessary within the County's power to grant their request and to assume associated legal costs.

The motion died for lack of a second.

The County Attorney stated that it would be "tricky business" for the County to issue a permit if everything was not in place; that he wants to make sure that everything is within the law; and that he will research the matter.

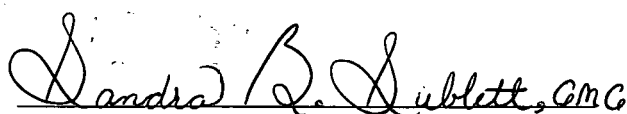
By consensus, the Board agreed to do everything possible through the County Attorney to help secure the Mountaire building permit.

RECESS

Commissioner Barnes moved, seconded by Commissioner Cross, to recess the meeting until the joint meeting with the Chatham County Board of Education on Monday, February 28, 2005 at 6:30 PM in the Superior Courtroom. The motion carried five (5) to zero, and the meeting was recessed at 9:11 PM.


Bunkey Morgan, Chairman

ATTEST:


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

JUVENILE FACILITY DISCUSSION

Tony Tucker, Chatham County Economic Development Director, reviewed the request by the Secretary of Juvenile Corrections with regard to placing the proposed juvenile facility in the County's industrial park. He stated that the Economic Development Board had endorsed the project; that it could be compatible within the park; that it has not been taken to the Siler City Town Board; that the building looks like a school and is small in structure; that he had misgivings when he first heard about it; that he feels that they could make it work, especially since their board said they could locate anywhere in the park; that they talked about it and asked questions; that they welcome them and as far as they are concerned, they see no problem with it.

Mr. Sam Adams said that the commissioners that had met and had no real concerns; that they need a special permit; that when the permit is requested, that is the time when they will hear what the community thinks about it; that Dr. Garrett, President of Central Carolina Community College thinks it will be a good idea; that the new rendition of school has no more negative impacts than the mental hospital; that it is a juvenile facility; that they will be built all across the State; that this would be a catchment area; that it will house the community's kids as well as those from the surrounding counties; and that there will be sixty staff members employed at a professional level, including counselors, teachers, mental health professionals, etc.

Tommy Emerson stated that, as in many of the things in which the Board is involved, this project will be controversial; that he feels the Board should approve it; that it will not solve all of the County's economic problems in the Town of Siler City and western portion of the County, but it will provide 60-62 jobs; that they will be good jobs with retirement, insurance, and good benefits; that much of the three million dollar budget will have domino effect in the local economy; that it is not the State prison system; that it is a juvenile facility; that these are children who have made mistakes; that the whole concept is that they have been taken out of poor environment and giving them a new start to where they can become productive citizens; that he is very much in support of it and recommends that the Board officially commit to it.

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve and offer approximately eight to ten acres to the State for the proposed Juvenile Facility. The motion carried five (5) to zero (0).

The Chairman asked that an official letter be sent to the State regarding this matter. A copy of the letter is attached hereto and by reference made a part hereof.

The Board asked that a date be researched on which to hold a joint meeting with the Siler City Town Board to discuss the proposal.

DATE 2/0
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BOARD REVIEW OF COLLECTED RECEIPTS REPORT

CHATHAM COUNTY

DEPOSIT DATES 1/01/2005 THROUGH 1/31/2005

PAGE 1
 PROG# CL2182

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
1999	JOHNSON KEITH WADE	1/19/2005	321124	202			49.98			NOT IN SILER CITY
	** YEAR TOTALS **						49.98			
2000	BEAL ROY M	1/04/2005	367010	104					100.00	VACANT PROPERTY PER KH
	** YEAR TOTALS **								100.00	
2001	BEAL ROY M	1/04/2005	483858	104					100.00	VACANT PROPERTY PER KH
2001	HACKNEY CHENETA	1/31/2005	500311	105		142.13				THIS IS SAME AS ACC 01
	** YEAR TOTALS **					142.13			100.00	
2002	BEAL ROY M	1/04/2005	585074	104					100.00	VACANT PROPERTY PER KH
2002	BEAL ROY M	1/04/2005	585077	104	299.38					DW MOVED 1998 PER KH
2002	HACKNEY CHENETA	1/31/2005	601134	105		132.25				SAME AS ACC# 01038
2002	POE BROOKS HEDRICK &	1/28/2005	582907	101		61.62				SW/TRADED SEE A# 11945
	** YEAR TOTALS **				299.38	193.87			100.00	
2003	BEAL ROY M	1/04/2005	741513	104					115.00	VACANT PROPERTY PER KH
2003	BEAL ROY M	1/04/2005	741516	104	302.79					DW MOVED 1998 PER KH
2003	CANALES MERCEDES	1/29/2005	809149	202			19.98			TAGS TURNED IN 6/10/04
2003	DILLON MICHAEL	1/20/2005	700594	107		167.68				MHSLD/LT 81 JORDAN LK
2003	DONELOW BRANDON DWAYNE	1/18/2005	797545	202			14.05	5.00		IN BONLEE FD/103
2003	HACKNEY CHENETA	1/31/2005	746649	105		126.38				SAME AS ACC# 01038
2003	POE BROOKS HEDRICK &	1/28/2005	686903	101		52.41				SW TRADED/SEE AC# 1194
2003	RIVES GEORGE RALPH	1/27/2005	751483	104	188.19				115.00	REBILL/TO AC# 20086
2003	SEYMORE JAMES	1/07/2005	746647	105		11.81				MH SOLD OVER 5 YRS AGO
2003	TOLLIVER JAMES ROBERT	1/13/2005	695372	107	266.00					MH MOVED 2 YEARS AGO
	** YEAR TOTALS **				756.98	358.28	34.03	5.00	230.00	
2004	COATES STEVEN MARK	1/26/2005	817239	107		55.41				MH SOLD REPLACE W/2000
2004	COATES STEVEN MARK	1/26/2005	817240	107		52.14				MH SOLD REPLACED W/200
2004	COATES STEVEN MARK	1/26/2005	904013	107		52.14				MH SOLD REPLACE W/2000
2004	BEAL JOSEPH RICKY	1/11/2005	804377	200			4.50			CORRECT TO DIST 104
2004	BEAL JOSEPH RICKY	1/11/2005	804378	200			9.75			CORRECT DIST TO 104
2004	BEAL JOSEPH RICKY	1/12/2005	899355	200			9.75			CORRECT DIST TO 104
2004	BEAL JOSEPH RICKY	1/11/2005	804379	200			4.50			CORRECT DIST TO 104
2004	BEAL JOSEPH RICKY	1/11/2005	811633	200			8.65			CORRECT DIST TO 104
2004	BEAL JOSEPH RICKY	1/11/2005	870914	200			.90			CORRECT DIST TO 104
2004	BEAL JOSEPH RICKY	1/11/2005	876838	200			.60			CORRECT TO DIST 104
2004	BEAL JOSEPH WILEY	1/11/2005	880945	200			15.99			CORRECT DIST 104
2004	BELL JOHN WEILENMAN	1/27/2005	880644	107			52.98			TAG TURNED IN 10/29/04
2004	COATES STEVEN MARK	1/26/2005	817241	107		48.80				MH SOLD REPLACE W/2000
2004	DILLING DONALD VINCENT	1/24/2005	900204	105			54.33			WRONG VALUE ON TL
2004	FIGUEROA-ROMAS EDEARDO CARLOS	1/04/2005	816138	111			79.85			BILLED IN LEE
2004	HOMESTEAD BUILDERS INC	1/10/2005	875122	107			25.15			SHOULD BE ORANGE
2004	PHILLIPS LANDIS JAMES	1/19/2005	900890	111			137.94			CHANGE DUE DATE/PRORAT
2004	STALLER TYSON MARVIN	1/20/2005	900942	107			131.82			TRANSF OUT TO/WAKE CO
2004	TORRE JESUS ARMAN-SIFUENTES-DE	1/21/2005	873509	202			32.04			TAGS TRUNED IN 8/27/04

DATE 2/0
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 YEAR

BOARD REVIEW OF C O T E D RECEIPTS REPORT
 CHATHAM COUNTY

GE 2
 PROG# CL2182

DEPOSIT DATES 1/01/2005 THROUGH 1/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2004	TRIANGLE MACHINERY SALESINC	1/12/2005	815546 107			82.09			TAG TURNED IN 7/23/04
2004	ALLEN LILLIE M	1/05/2005	839820 107					115.00	REL SWFEE 115.00
2004	ALLEN SCOTT HOBSON	1/27/2005	903319 131			1.99			IN DIST 101
2004	ANDREWS DARREL R	1/04/2005	825489 101		21.60				DELSTED W/AC# 04353
2004	BALLENTINE CYNTHIA J DAVIS	1/03/2005	854618 107		7.63				BOAT DUPLICATED 107054
2004	BEAL JOSEPH RICKY	1/11/2005	882543 200			65.55			CORRECT TO DIST 104
2004	BEAL JOSEPH RICKY	1/11/2005	888588 200			1.50			CORRECT TO DIST 104
2004	BEAL JOSEPH RICKY	1/11/2005	894438 200			4.08			CORRECT TO DIST 104
2004	BEAL JOSEPH WILEY	1/11/2005	890943 200			19.11			CORRECT DIST TO 104
2004	BEAL JOSEPH WILEY	1/11/2005	897789 200			53.94			CORRECT TO 104
2004	BEASLEY MARVIN EUGENE	1/25/2005	903079 107			53.69			WRONG VALUE ON TL
2004	BECKWITH FANNIE MAE	1/13/2005	819996 105					34.00	REL 1 LFT/WSTE MANAG
2004	BRANSON RONNIE	1/19/2005	863127 109		411.13				CORRECT YR OF MH TO 19
2004	BRITSON ROBERT DUEA	1/21/2005	900696 107			22.93			HIGH MILES 210,000
2004	BROWN ROBERT V N	1/03/2005	820809 106					230.00	REL 2 SWFEE/STORAGE/
2004	BROWN ROBERT V N	1/03/2005	820810 106		100.47				VALU AS D'WDE/IS NOT
2004	BROWN ROBERT V N	1/03/2005	820817 106	81.05				115.00	TAKING OFF IMPROV
2004	BROWN ROBERT V N	1/03/2005	820820 107		174.18				DBLSTED/SEE PARK LIST
2004	BRUNER CAROL	1/03/2005	841101 202		111.89				DBLST WITH 1197978
2004	BRUNER CAROL	1/03/2005	841102 202		111.89				DBLST WITH 1197978
2004	BRUNER CAROL	1/03/2005	841103 202		111.89				DBLST WITH 1197978
2004	BRUNER CAROL	1/03/2005	841104 202		34.58				DBLST WITH 1197978
2004	BRUNER CAROL D	1/04/2005	832891 202		11.75				LISTED ON 1-5-04
2004	BRUNER CAROL D	1/05/2005	832892 202		11.75				DO NOT CHR LG
2004	BRUNER CAROL D	1/05/2005	832893 202		11.75				NO LL
2004	BRUNER CAROL D	1/05/2005	832894 202		3.65				NO LL
2004	BRUNER CAROL D	1/05/2005	899269 202		11.75				DO NOT CHR LG
2004	BUTLER CHARLES HOOKER	1/24/2005	902467 107			7.40			WRONG ON TOYT TACOM
2004	CARROLL DEWEY W	1/06/2005	858926 107		45.85				DOES NOT OWN MH/STONE
2004	CARTER JERRY WAYNE	1/20/2005	901150 105			6.10			HIGH MILES
2004	CHALMERS MAKE PEACE JR	1/21/2005	895303 202			1.85	5.00		NOT BE IN SILER CITY
2004	CHARLES UNDERWOOD INC	1/18/2005	901355 111			3.70			5X8 ENCLOSED UTILIT TR
2004	CHATHAM HABITAT FOR HUMANITY	1/04/2005	858559 201	177.71					TAX EXEMPT
2004	CHATHAM HABITAT FOR HUMANITY	1/04/2005	858560 101	86.15					TAX EXEMPT
2004	CHATHAM HABITAT FOR HUMANITY	1/04/2005	858561 202	128.72					TAX EXEMPT
2004	CHATHAM HABITAT FOR HUMANITY	1/04/2005	858567 101	148.88					TAX EXEMPT
2004	CHATHAM HABITAT FOR HUMANITY	1/04/2005	858568 202	107.63					TAX EXEMPT
2004	CHAVEZ RONALD LYNDON	1/06/2005	821503 106					34.00	REL SWFEE/CAROL DISP
2004	CITICAPITAL COMMERCIAL	1/03/2005	843331 107		3263.93				1999 AQ DBLST W/120775
2004	COOPER CHARLES ARTHUR	1/25/2005	900162 106			19.81			WRONG VALUE ON FORD TK
2004	COORE JAMES RANDAL	1/03/2005	898850 103			12.37			PAID 700 IN 2004
2004	COTTON JAMES	1/14/2005	830410 107	266.00					DBLST SAME ACCT#
2004	COTTON JAMES	1/14/2005	830411 107		268.55				REPO IN 2003
2004	CUFFY CLAUDINA CHRYSAL	1/28/2005	897835 107			105.68			IN MILITARY/HOR PROVID
2004	DAVIDSON ANNA MARIE-ANTONIA	1/25/2005	903691 201			56.27			NOT IN CITY LIMITS
2004	DENNY MARY STELOCK	1/04/2005	898124 202			20.61			CORRECT VALUE
2004	DEVINNEY GEORGE D	1/06/2005	826883 106					34.00	REFUND AVF 34.00
2004	DILLON MICHAEL	1/20/2005	830405 107		150.05				MH SLD/LT 81 JORDAN MH
2004	DODGE DENNIS JOHN	1/12/2005	889224 107			76.11			TAG TURNED IN 12/09/04
2004	DUNAWAY SHARON DERRICK	1/27/2005	902055 107			2.72			HIGH MILES 230+
2004	DUNN JANET BELL	1/11/2005	896341 107			8.37			HIGH MILES 135300
2004	EDWARDS BONNIE ALBRIGHT	1/21/2005	903432 109			7.38			TOTAL LOSS REBUILT

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BOARD REVIEW OF COMPUTED RECEIPTS REPORT
 CHATHAM COUNTY

PAGE 3
 PROG# CL2182

DEPOSIT DATES 1/01/2005 THROUGH 1/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2004	ELLIS JAMES DOUGLAS	1/31/2005	857225 103	728.83					HSE BILL TO WRONG PERS
2004	FARRELL ROGER CRAIG	1/03/2005	854471 107					68.00	REL 2 LFT'S REP WSTE
2004	FERGUSON DELORES J	1/03/2005	833619 107		62.91				DBLST WITH 1218433
2004	FIVE OAKS REALITY INC	1/06/2005	899206 106					162.00	ONLY 25 LOTS CHRGR AVF/ MH MOVED OUT OF CHATHA
2004	FOURNIER SUSAN	1/13/2005	830417 107	353.48					3 DWELLINGS ONLY
2004	FOXX VEATRICE M	1/03/2005	826535 103					230.00	REL MH/& 1 SWFEE
2004	GAINES ALTON	1/04/2005	859578 104	72.27				115.00	SHOULD NOT BE IN CITY
2004	GAINES DANIEL WESLEY SR	1/27/2005	901343 200			1.20			TOOK IMPROV 4 OFF
2004	GASKINS NORA	1/11/2005	836583 201	31.21					IN MILIARY/LES ON FILE
2004	GILLESPIE ANTHONY ALAN	1/21/2005	886381 107			130.47			HIGH MILES 128491
2004	GOLDMAN STEPHEN FRANCIS	1/19/2005	902422 106			5.98			SAME AS AC# 01038
2004	HACKNEY CHENETA	1/31/2005	833614 105		113.56				DW MH DBLST W/112815 (
2004	HARRIS JERRY L	1/14/2005	828873 103	161.55					HAS BEEN LISTED AS 300
2004	HAUSER CHARLES F	1/19/2005	902468 107			5.51			HIGH MILES 133354
2004	HAVENS CYNTHIA MAY	1/31/2005	900647 201			34.34			HAS SERVICE - WASTE MG
2004	HINSHAW ROBERT GLENN &	1/11/2005	864806 109					510.00	BUSINESS/REMOVE SWFEES
2004	HONEYWELL INTERNATIONAL, INC	1/14/2005	819251 105					345.00	HIGH MILES 126958
2004	HUMPHREY DIANE LEE	1/19/2005	901527 201			12.01			REBUILT TITLE
2004	HUMPHRIES JILL KECK	1/07/2005	897109 109			35.46			HIGH MILES (KH)
2004	JOHNSON MICHAEL JEROME	1/31/2005	900039 107			7.96			UNLIC VEH SOLD
2004	JONES TRENT CONROY &	1/04/2005	855424 101		3.50				SHOULD BE RANDOLPH
2004	JOYCE TONY LEE	1/20/2005	893325 109			67.20			SHOULD BE RANDOLPH
2004	JOYCE TONY LEE JR	1/20/2005	898517 109			155.03			REDUCED HIGH MILES 162
2004	KNOTT DAVID CHRISTOPHER	1/11/2005	898053 107			3.39			SHOULD ONLY BE ONE FEE
2004	LEE JAMES E JR & DONNA H	1/04/2005	856589 105					81.00	IN DIST 101
2004	LEMONS CHARLIE WILSON JR	1/25/2005	901488 202			5.82	5.00		DBLSTED/W AC# 17227
2004	LETENDRE JAMES ALAN	1/04/2005	823778 113		2.15				TRANSF/TO RANDOLPH CO
2004	LOPEZ SAMUEL ROBERTINO	1/18/2005	903183 113			7.96			14FT UTILITY TRAILER
2004	LOPOSSAY PAUL RILEY	1/18/2005	903003 113			14.61			ABANDONED NOT LIVABLE/K
2004	MARSH CATALINA P	1/20/2005	847212 101					805.00	NOT LIVABLE/ KH
2004	MARSH CATALINA P	1/20/2005	903951 101					115.00	SITUS IN ORANGE CO
2004	MILES ELSTON DOWNS	1/11/2005	897876 107			188.96			PAID 3400 IN '97
2004	MOORE RALPH TED	1/18/2005	900236 103			16.04			HIGH MILEAGE ON DODGE
2004	NOWAK DENISE M	1/12/2005	896726 107			19.81			YEAR WRONG SH BE 1983
2004	OLAH ROBERT D	1/14/2005	833742 107		69.54				MH MOVED/BUSINESS BLDG
2004	OLDHAM GRAHAM SCOTT	1/11/2005	824309 106					115.00	REBILL TO ACCT# 03073
2004	PACAS ANTONIO &	1/03/2005	835818 202	279.71					ADDING SWFEE 115.00
2004	PATE CAROLYN S	1/25/2005	826624 101						DBLST WITH 826499
2004	PATE JEFFREY STUART &	1/25/2005	826498 113	288.68				115.00	HIGH MILEAGE 140,000+
2004	PHILLIPS JODIE WHITE	1/20/2005	896775 101			14.17			HIGH MILEAGE 150,000+
2004	PHILLIPS JOHN SHANE	1/20/2005	896603 101			13.97			PUBLIC UTILITY
2004	QWEST COMMUNICATIONS CORP	1/05/2005	826876 124					115.00	HIGH MILEAGE 115,384
2004	REESE AARON CLIFFORD	1/10/2005	896886 106			16.39			COMBINED W/0018777 PER
2004	RIGGSBEE RANDEL	1/06/2005	849860 107	50.86					DBLSTED W/AC# 20086
2004	RIVES GEORGE RALPH	1/27/2005	849897 104		277.24				MH SOLD OVER 5 YRS AGO
2004	SEYMORE JAMES	1/07/2005	833612 105		51.81				IN HARNETT CO
2004	SHAW DWIGHT ALAN	1/20/2005	896083 105			30.52			WRONG YEAR/1987 BOAT
2004	SHURTLEFF THOMAS MILLER	1/28/2005	843861 107		28.01				DBLSTED/W AC# 24122
2004	SMITH BEN NEWMAN	1/06/2005	823107 109		7.88				DBLSTED/W AC# 24122
2004	SMITH BEN NEWMAN	1/06/2005	823108 109		1.43				ONLY 5X10 PAID 800.00
2004	SMITH TERRY EDWARD	1/26/2005	900073 105			50.30			MH NOT LIVEABLE
2004	SPINKS CLYDE H	1/03/2005	839026 103					115.00	

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TAX

BOARD REVIEW OF C O T E D RECEIPTS REPORT
CHATTAHOOCHEE COUNTY

PAGE 4
PROG# CL2182

DEPOSIT DATES 1/01/2005 THROUGH 1/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2004	STALEY BALFOUR SMITH	1/18/2005	828168 110	179.49				115.00	NO SCE GIVEN/CORRECT
2004	STOLLER JOHN E	1/04/2005	895670 107			29.25			WRONG VALUE ON SUBA
2004	SUMNER STEVEN MICHAEL &	1/05/2005	833989 106					34.00	REL 1 LFT 34.00
2004	SYKES BENJAMIN MICHAEL	1/06/2005	898634 202			9.91	5.00		SITUS IN ORANGE CO
2004	TERRY KAREN CROCKETT	1/04/2005	894634 110			51.87			SHOULD BE IN GUILFORD
2004	THEETHARAPPAN MANTHIRAMOORTHY	1/10/2005	892641 107			100.94			SHOULD BE WAKE
2004	THOMAS DENNIS	1/13/2005	825556 106		39.68				DBLSTED/W ACC# 1010316
2004	VRABEL KIMBERLEY RAE	1/06/2005	897013 107			19.20			REDUCED 16%-PER KH MIL
2004	WALBURN MYLES HUGH	1/21/2005	900804 107			7.27			HIGH MILEAGE/ADJUSTED
2004	WATKINS WILLIAM DAVID JR	1/18/2005	903686 109			66.26			WVAL AID 750.00 IN 200
2004	WHITT KENNETH MARTIN	1/18/2005	903489 101			43.80			SITUS IN RANDOLPH CO

** YEAR TOTALS ** 3142.22 5730.49 2367.60 15.00 3602.00

*** FINAL TOTALS *** 4198.58 6424.77 2451.61 20.00 4132.00

*** NORMAL END OF JOB ***

Central NC Regional Library

Safe Child Policy

Central NC Regional Library welcomes children of all ages to use library materials and services. The library staff encourages children to develop a love of reading and learning. We want each child to have a positive experience each time he or she visits the library.

It is the goal of library staff to provide a welcoming, stimulating and safe environment for all library patrons. The library is, however, a public building that anyone can enter and leave without being observed by library staff. The library staff cannot monitor the safety, behavior or whereabouts of people using the library. The library does not serve in the capacity of providing daycare for unattended children. Children left unattended in the library might become frightened or anxious. **It is ultimately the responsibility of the parent or caregiver to ensure the safety of their children both within the library building and on library grounds.**

Hours Open Procedure

- 1) Children 8 years old and younger must be in the presence of a parent or responsible caregiver at all times unless they are attending a library sponsored program, in which case the parent or caregiver must remain in the library building for the duration of the library program. The caregiver is expected to supervise the child and ensure that the child's behavior is not disturbing to other library patrons.
- 2) Children 9 – 10 years old must have a parent or responsible caregiver present in the library during their entire library visit. The parent or caregiver must be readily accessible to library staff if staff requires assistance with the child. The parent or caregiver should clearly inform the child of his or her location in the library building before leaving the child alone in any part of the building.
- 3) Children 11 years old and older may be present in the library unaccompanied by a parent or caregiver. The child must have emergency contact information for his or her parent or caregiver at all times. Unaccompanied children are required to abide by Central NC Regional Library's Behavior Policy, and may be asked to leave the library if their behavior is not acceptable after reasonable warning by library staff.
- 4) Persons of any age with mental, physical or emotional disabilities which affect decision-making skills or render supervision necessary, must be accompanied by a parent or responsible caregiver at all times.

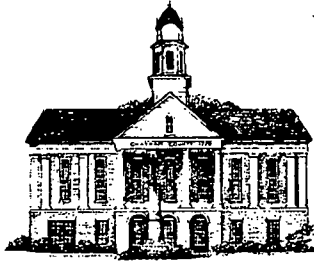
Unattended Children at Closing Time

- 1) Children who require transportation should be picked up by their parent or caregiver no later than ten minutes prior to closing.
- 2) If no parent or caregiver is present at closing time, library staff will wait with the child for fifteen minutes after closing time. Reasonable attempts will be made to contact the child's parent or caregiver.
- 3) If no parent or caregiver is located within 15 minutes, the local police department will be contacted to take custody of the child. Library staff will never provide transportation for any child left after closing.

Disruptive Behavior

Central NC Regional Library's Behavior policy applies to all patrons, regardless of age.

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 to Seek Legislative Approval for a Local Bill to Authorize Chatham County to Levy One Percent Land Transfer Tax

Whereas, Chatham County, North Carolina is located adjacent to a prospering region of the southeast United States, known as the Research Triangle Park, and is adjacent to Wake County, which is the home of the state government in North Carolina; and,

Whereas, Chatham County is situated close to the major employment centers of the region but because the well-paying jobs are located in adjacent Triangle area counties outside of Chatham County, the County has become a bedroom community to this employment center, with nearly sixty percent of its working citizens commuting to jobs outside of the county; and,

Whereas, because residential development, without the benefit of a balanced commercial component of the tax base, is more demanding on County services, including demands for better schools, construction of new school facilities, and safety of the community; and,

Whereas, quality schools are fundamental to the economy of Chatham County, and to the provision of new economy jobs; and,

Whereas, many Chatham landowners are feeling and will feel pressure to sell their family land, including the evaporation of family farms as property taxes are raised to keep up with the demands of providing quality schools and other county services to meet the growing demands; and,

Whereas, although Chatham County has the authority to levy a school impact fee, a major increase in this fee will negatively impact affordable housing in our community and will hurt those citizens who do not have the ability to pay; and,

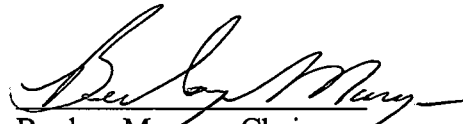
Whereas, seven (7) other counties in North Carolina, which are not large employment centers in the State, including Currituck, Dare, Camden, Chowan, Pasquotank, Perquimans, and Washington have the authority to levy a one percent land transfer tax; and,

Whereas, a one percent land transfer tax is applied to all real property sales within the county, and is based on property value and therefore ability to pay; and,

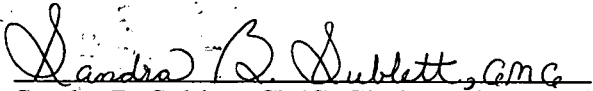
Whereas, in North Carolina, county government is considered an extension of state government, and therefore the State must give the county authorization to charge a land transfer tax; and,

NOW THEREFORE BE IT RESOLVED, that the County Commissioners of Chatham County are asking the North Carolina Assembly to authorize Chatham County to levy a once percent land transfer tax in order to address critical community needs.

Adopted this the 7th day of March, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

**Colvard Farms Development Company, LLC
9310 North Carolina Highway 751
Durham, North Carolina 27713**

SENT VIA FACSIMILE AND US MAIL

February 8, 2005

Sandra B. Sublett
Clerk to the Board
Chatham County Commissioners
P.O. Box 87
Pittsboro, North Carolina 27312

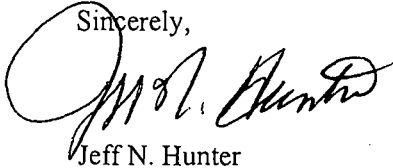
Dear Sandra:

My brother, Neal Hunter owns property in Chatham County that surrounds an abandoned private cemetery known as the James O'Kelly Cemetery. The cemetery was created by deed at one-half acre; however, the actual cemetery size is 65 feet by 65 feet or approximately 1/10 of an acre. The purpose of this letter and enclosed documentation is to present at the next meeting of the Chatham County Commissioners a request to consider and approve releasing the 4/10s of an acre not in the cemetery proper to the adjacent land owner. In addition, we wish to request that the Colvard Farms Homeowners Association be granted ownership of the actual cemetery as well as responsibility for ongoing maintenance.

In recent conversations with Jane Pyle of the Chatham County Historical Society, Bill Clark, representing the development company, learned that the State of North Carolina considered this cemetery abandoned (see enclosed North Carolina Cemetery Survey) and that the actual size was much less than 1/2 acre. Ms. Pyle suggested that we should have an expert confirm the location of the cemetery and then petition the County Commissioners to release the unused portion of the 1/2 acre to the adjacent landowner.

We engaged John Clauser (see the enclosed report) to examine the area and to verify the location of the cemetery. In addition, we have asked attorney Marty McConchie of Solomon & Mitchell to speak with Bob Gunn about this request. We look forward to the opportunity to speak with the Commissioners and would be glad to answer any questions.

Sincerely,



Jeff N. Hunter

cc: Bill Clark
Jane Pyle

Enclosures

of grave concerns, inc.

1523 Hanover Street – Raleigh, NC 27608
Telephone (919) 839 0501

Mr. Bill Clark
Colvard Farms
9310 NC Highway 751
Durham, NC 27713

February 2, 2005

Dear Mr. Clark:

On Friday January 28, 2005, Of Grave Concerns, Inc investigated a cemetery plot locally known as the O'Kelly Cemetery located in Williams Township, Chatham County, North Carolina. This work was performed on behalf of Colvard Farms Development Company

Of Grave Concerns, Inc. is a small archaeological consulting firm specializing in recording and developing preservation plans for cemeteries. The company was formally established in 1999. John W. Clauser Jr., the firm's principal, has an MA in Anthropology from the University of Florida and over thirty-five years as an historic archaeologist. He has twenty years dealing directly with historic cemeteries. Over one hundred cemeteries have been located and recorded for a wide range of individuals and agencies including private citizens, four sheriff's departments, county school boards and private developers. Mr. Clauser has served as an expert witness for cemetery cases on two occasions and an eminent domain case once.

The O'Kelly Cemetery location is further and more completely described in deed book 458, page 139, January 21, 1982. The reference is to an area reserved: "Except, however, a square lot containing one half acre, the cemetery lot for an old family graveyard..." Robert Hughes has further recorded the cemetery in the North Carolina Cemetery Survey in 1989. Mr. Hughes noted six marked graves and a low stonewall surrounding the cemetery. He noted the approximate size of the cemetery as 65 by 65 feet (see attached form).

The one half acre cemetery area was visually inspected for surface indications of burials: head and foot markers, visible depressions in the soil and grave mounds for example. Graves were marked at the head and foot by pin flags. Grave locations were mapped to scale and the resulting map was inspected to determine a pattern. Blank spaces in the pattern were then re-inspected and probed using a ¼ inch steel probe to locate a grave pit. If a grave was located in this manner, it was marked with pin flags and added to the map. Twenty graves were located and mapped, all within the walled area of the set aside half acre (Figure 1).

While the wording of the deed set aside one half acre for “ an old family graveyard”, only a sixty five by sixty five foot area surrounded by a low rock wall has been used for burials. The area protected by the North Carolina Burial Laws is actually 4225 square feet, or 0.097 +/- of an acre. The actual cemetery is a small square within the one half acre set aside (Figure 2). The use of land not actually containing burials appears to be a matter of ownership rather than cemetery usage. If ownership of the property can be resolved, restrictions should be confined to the actual cemetery area.

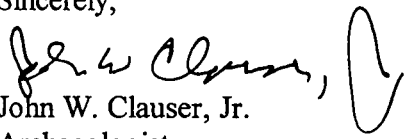
There is no law requiring the restoration or even the maintenance of an abandoned cemetery. However, this cemetery is such a classic example of the Southern Folk Cemetery, and it contains the remains of James O’Kelly, an individual of considerable local historic significance, I recommend that the walled in area and ten-foot buffer outside the wall should be preserved as a cemetery if the question of ownership can be resolved.

Rehabilitation is a matter of cleaning the small secondary growth from the cemetery, removing the dead ground litter and allowing the original ground cover, periwinkle, to reestablish itself. Fieldstone markers should be not be disturbed. Any labor crew can perform cleaning, as long as there is adequate supervision. If stone repair and cleaning, are considered, they should be done by a professional experienced in gravestone restoration. Dean Ruederick (919 497 8528) and Chicora Foundation (803 787 6910) have a great deal of experience in such work. Fieldstones of similar size and shape as those already present in the cemetery should be used if unmarked graves are to be identified

The fieldstone wall needs no work. It does have a general appearance of being neglected and in disrepair, but that is the appropriate design. The wall was built as a simple pile of rocks with no intentional bonding pattern. It was intended as a visual demarcation of the graveyard, not as a decoration. There is an unstructured opening in the northeast corner of the wall that was used as an entrance and should remain. The idea in rehabilitation is to do as little as possible—to present things as they were, not as we think they should have been.

Any reference to north Carolina General Statutes, or interpretation of the wording of those statutes should not be considered a legal decision, but merely as an observation from experience with projects concerning those laws. If you have any questions, or require any additional information, please do not hesitate to contact me.

Sincerely,

Handwritten signature of John W. Clauser, Jr. in cursive script, followed by a large, stylized flourish.

John W. Clauser, Jr.
Archaeologist

North Carolina Cemetery Laws

G. S. 14-148 and G. S. 14-149 outline the penalties for defacing and desecrating gravesites and for plowing over or covering up graves: Violation is a misdemeanor and a Class I felony respectively. The fine is up to \$500, and imprisonment is between sixty days and a year. Both penalties may result.

G. S. 65-1 through G. S. 65-3 outline the duties of the county commissioners: They are required to keep a list of all abandoned public cemeteries on file with the register of deeds. A copy is also to be sent to the secretary of state's office. The county commissioners are also required to take control of all abandoned public cemeteries and may appropriate whatever sums are deemed necessary for their upkeep.

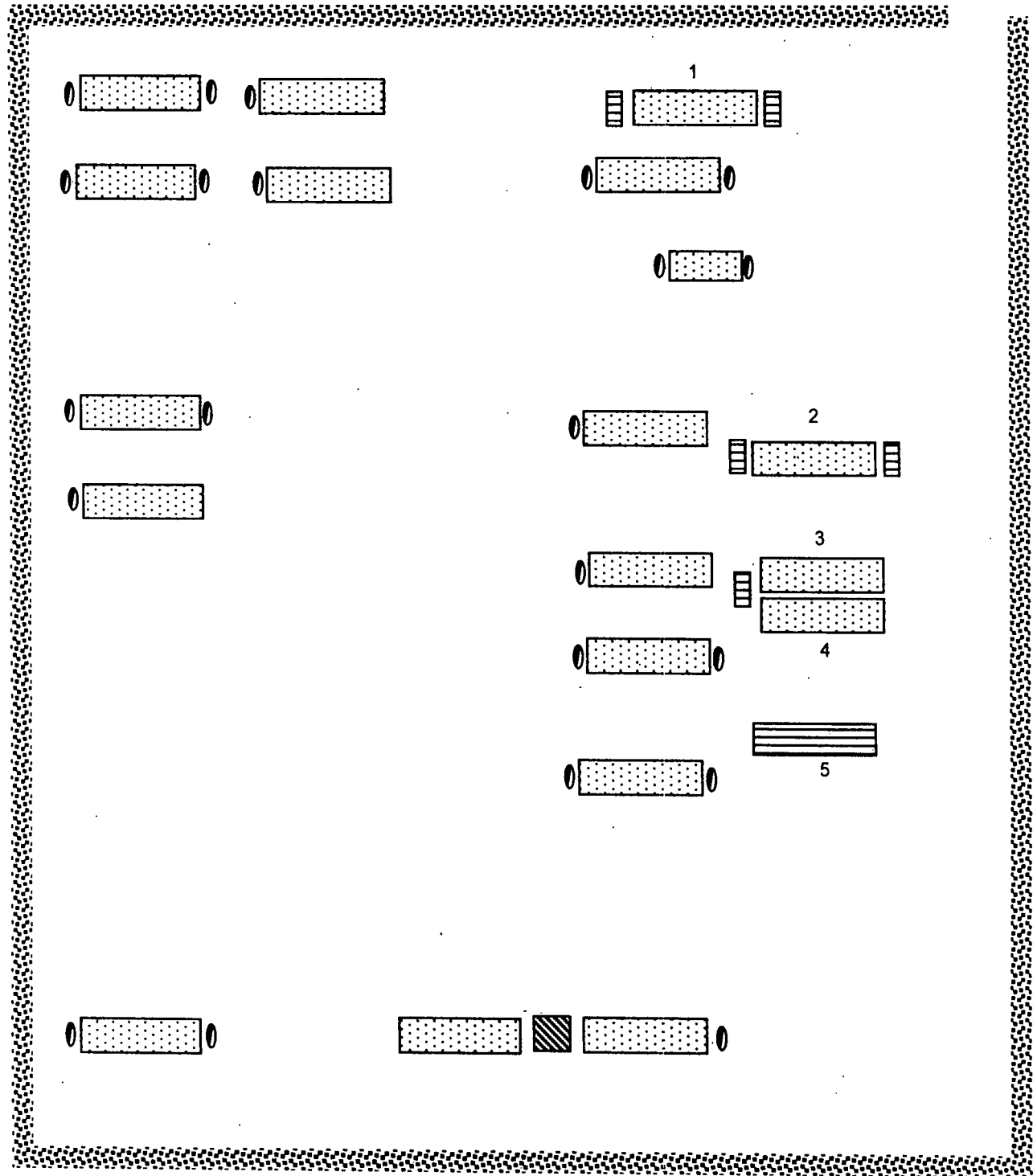
G. S. 65-13 details the proper procedure for the removal of graves, including who may disinter, move and reinter: The party moving the grave(s) must give at least thirty days notice, written notice to the next of kin, if known. Notice must also be published at least once a week for four successive weeks in a newspaper published in the county in which the proposed removal is to take place. Removal expense is incurred by the mover, with some expense (not over \$200) to be incurred by the next of kin. The removal is performed by a funeral director under the supervision of the county commissioners and the local health director. A certificate is then filed by the mover with the register of deeds.

G. S. 65-37 through G. S. 65-40 authorize municipalities to assume control of any abandoned cemeteries within their boundaries: A municipality may appropriate, take possession of, and continue the use of certain lands as cemeteries. It is also authorized to use funds for improvement and maintenance.

G. S. 65-74 and G. S. 65-75 discuss who may enter private property in order to investigate, visit, or maintain a private grave or an abandoned public cemetery: A descendant of the interred or any other person with a special interest in the site may do so. He or she must notify the landowner in writing of his or her intent and then may visit periodically during daylight hours only, with the landowner's approval. If such approval cannot be obtained, the descendant may petition the clerk of superior court for an order allowing him or her access. After a special proceeding providing for notice and a hearing, the clerk may issue such an order, if deemed appropriate.

G. S. 70-29 through G. S. 70-33 give the procedure for notifying the proper authorities upon the discovery of unmarked remains: Anyone who discovers unmarked burials, or suspects that they are being disturbed, must notify the county medical examiner or the state archaeologist immediately. Then there is a period of forty-eight hours to make arrangements for the protection or removal of the graves. The North Carolina Department of Cultural Resources may obtain administrative inspection warrants for the purpose of gathering additional information as necessary.

O' Kelly Cemetery








-  grave
-  fieldstone marker
-  commercial marker
-  James O'Kelly obelisk

FIGURE 1



scale

 10 feet

1. Mary J. Cole
2. Eugina T. Herndon
3. Thos J. Herndon
4. Velina B. Herndon
5. Aurilla D. Fowler

O' Kelly Cemetery

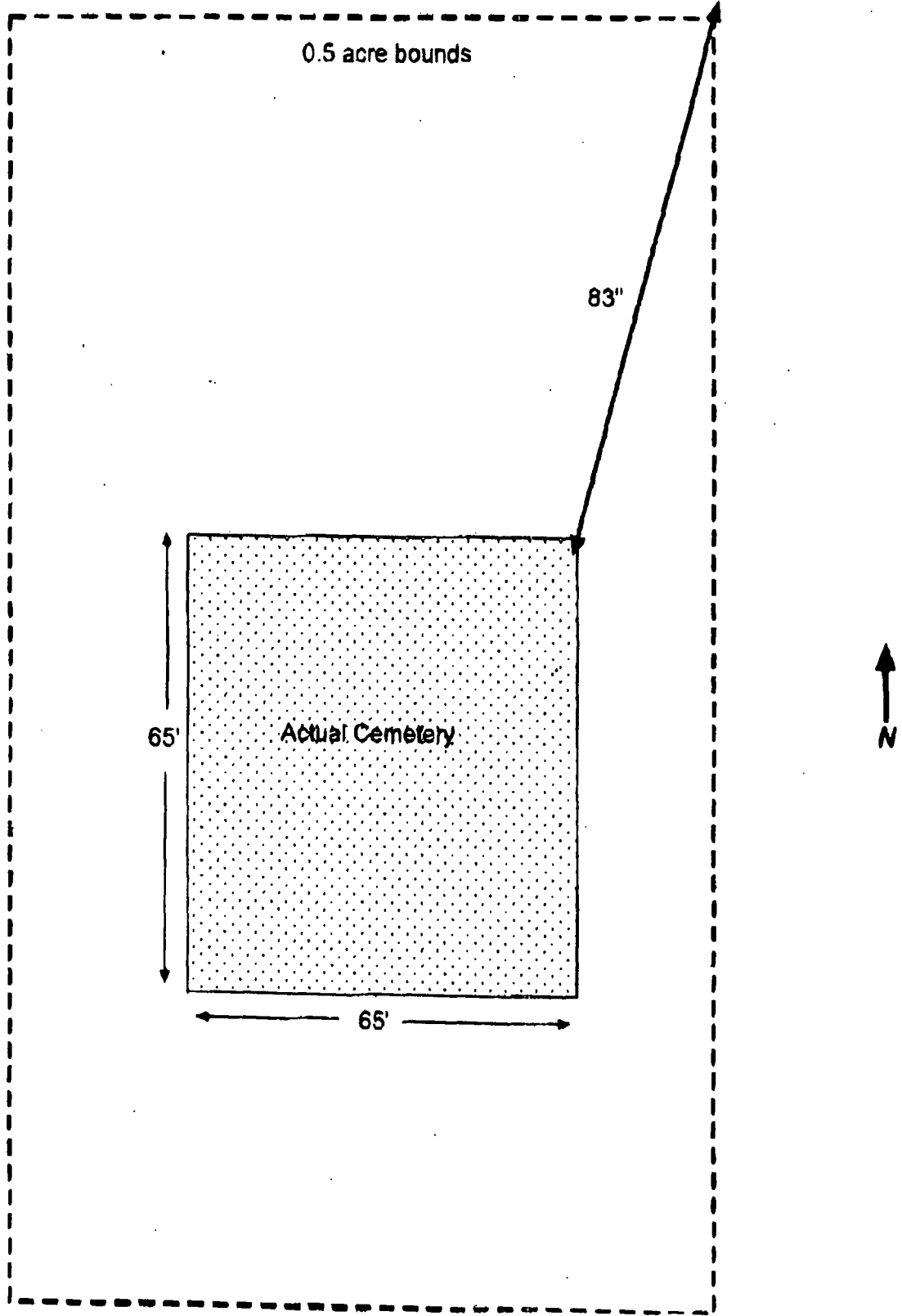


FIGURE 2
Comparison of cemetery to set aside

1. Location

- a) Name or names of cemetery JAMES O'KELLY Chatham County
- c) City, town, community, or township Williams Township
- d) Specific location 500 feet south of Durham County Line, 200 feet south of house
0.8 mile along dirt road south of NC 751, 0.8 mile north of O'Kelly's Chapel

- e) Property owned by Charlie Cole, widower, to Cleo Cole, et al
- f) Legal description Deed Book 458, Page 139, 21 Jan 1982, "Except, however, a
a square lot containing one-half acre, the cemetery lot, for an old family
graveyard....."
- g) U.S.G.S. Topographic Map: Quadrangle Green Level
- 1) Cemetery coordinates: Latitude 35° 51' 52" Longitude 78° 57' 17"
- 2) Cemetery number on map F03.1

2. Classification

- a) Public: Municipal County State Federal
- b) Private: Family Church (denomination _____) Fraternal
 Other, explain _____
- c) Status: Abandoned Maintained, but not used Currently being used
- d) Size: Approximate number of graves 19+ Approx. size of cemetery 65' x 65'
- e) Type: American Indian Black Slave White
 Other, explain _____

3. Accessibility to public

- a) Unrestricted b) Restricted, explain Behind house on private property

4. Condition

- a) Well maintained and preserved b) Poorly maintained
- c) Overgrown, easily identifiable d) Overgrown, not easily identifiable
- e) Not identifiable as a burial site, but known to exist through tradition
or other means. Explain _____

5. Cemetery Enclosure

a) Is the cemetery enclosed by a wall, fence, hedge, etc.? Yes If yes, specify how it is enclosed Very low stone wall

b) State condition of wall, fence, hedge, etc. Poor

6. Tombstones or Markers

a) Are stones or markers present? Yes b) If yes, are they inscribed? Yes

c) Number of readable stones or markers 6 d) Date of last known burial 1890

e) Date of earliest known burial 1826 f) Are there unusual stones? Yes

Describe them 7 feet tall obelisk for James Kelly

g) Have markers been damaged? No If yes, by farm animals? Vandalism?

 Farming operations? Industrial operations? Custodial care?

Other means? Explain

7. Note any hazards imperiling the cemetery's existence

8. Has this cemetery been listed in an existing published or unpublished cemetery survey?

If yes, explain

9. Historical or other special significance of cemetery, if Monument

"Erected by his Christian friends to the memory of James O'Kelly of NC. The southern Champion of Christian Freedom 1738-1826." He was founder of O'Kelly's Chapel, a pioneer of Methodism in North Carolina, and founder of the Christian Church.

10. Any other information Deed Book 458, Page 139.

Canvasser Robert Hughes Date 1989

Organization CCHA

Address Phone

This form has been prepared for use by the Committee for the Study of Abandoned Cemeteries, a group created in 1978 by the North Carolina General Assembly to study the number, nature, and condition of North Carolina's cemeteries. Inquiries concerning the study should be addressed to Cemetery Survey, North Carolina Division of Archives and History, 109 East Jones Street, Raleigh, NC 27611.

JAMES O'KELLY CEMETERY (F03.1)

In Williams Township, 500 feet south of Durham County line, 200 feet south of house, 0.8 mile along dirt road south of NC 751, 0.8 mile north of O'Kellys Chapel.

A 7-feet-tall obelisk to Rev. James O'Kelly has the following inscription:

"Erected by his Christian friends to the memory of James O'Kelly of N.C. The Southern Champion of Christian freedom, 1738-1826."

In 1989, Robert Hughes recorded 6 grave markers. On 25 May 1994, Will Heiser located the cemetery and noted 13+ field stones in addition to the 6 grave markers.

GRAVE MARKERS IN JAMES O'KELLY CEMETERY (F03.1)

<u>NUMBER</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>BIRTH</u>	<u>DEATH</u>	<u>RELATIONSHIP</u>
C					
1994	COLE	Mary J. (Herndon)	29 Jan 1838	18 Jul 1884	Wife of Joseph B. Cole
F					
1998	FOWLER	Aurilia D.		1887	
H					
1995	HERNDON	Eugenia T.	17 Jul 1831	10 Jul 18__	
1996	HERNDON	Thomas J.	21 Sep 1808	27 Aug 1890	Husband of Velina B. Herndon
1997	HERNDON	Velina B.	15 Sep 1811	8 May 1885	Wife of Thomas J. Herndon
O					
1999	O'KELLY	James, Rev.	1738	1826	

TOTALS:

Printed 6 of the 8493 records.

wmh / June 23, 1994 / 3:52 p.m.

F031.doc

COMMERCIAL LEASE AGREEMENT

THIS LEASE, made this February 2, 2005 day of Deacon Investment Properties LLC ("Landlord") whose address is Chatham County ("Tenant") whose address is PO Box #87 Pittsboro NC ;

WITNESSETH:

PREMISES

1. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and covenanted to be paid, kept and performed by Tenant, leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the "Premises"), to wit:

Address: 35 Thompson Street Pittsboro NC 27312 STE-202
Legal Description:

See attached Exhibit for legal description of premises.

TERM

2. The Tenant shall have and hold the Premises for a term of three years beginning on the 15 day of March, 2005, and ending on the 14 day of March, 2008, at midnight, unless sooner terminated as hereinafter provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month of the term hereof and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

RENTAL

Tenant agrees to pay Landlord or its Agent without demand, deduction or set off, an annual rental of \$ 16660.00 payable in equal monthly installments of \$ 1388.33 in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first month's rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly rental due. On each Lease Year Anniversary the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted:

by any change in the Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities (CPI-W, 1982-1984=100) ("Index") by multiplying the then effective annual rental by the value of said Index for the month two months prior to the Lease Year Anniversary and dividing the product by the value of said Index for the month two months prior to the previous Lease Year Anniversary (in the instance of the first Lease Year Anniversary the value of the Index for the month two months prior to the first full month of the term hereof). In the event the Index ceases to be published, there shall be substituted for the Index the measure published by the US Department of Labor which most nearly approximates the Index;

as follows:

Three (3) percent on lease anniversary date



Tenant Initials [Signature] Landlord Initials [Signature]

If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:

1289 North Fordham Blvd PMB # 259 Chapel Hill NC 27514

LATE CHARGES

If Landlord fails to receive any rent payment within five days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to ten percent 10.00 (%) of the overdue amount or \$ 100.00 whichever is greater, plus any actual bank fees incurred for returned or dishonored checks. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Tenant shall deposit with Landlord or its Agent upon execution of this Lease \$ 1388.33 as a security deposit which shall be held as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. If any of the rents or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord or its Agent may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. **The Security Deposit may be placed in an interest bearing account and any interest thereon shall be the property of the party holding the same.**

If this box is checked, Agent shall hold the Security Deposit and shall be entitled to the interest thereon.

UTILITY BILLS

6. (a) Tenant shall pay the following utilities: janitorial

(b) Landlord shall pay the following utilities: water sewer and electric

Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said party's name.

COMMON AREA COSTS; RULES AND REGULATIONS

7. If the Premises are part of a larger building or group of buildings, Tenant shall pay as additional rental monthly, in advance, its pro rata share of common area maintenance costs as hereinafter more particularly set forth in the Special Stipulations (see Paragraph 38). The Rules and Regulations, if any, attached hereto are made a part of this Lease. Tenant agrees to perform and abide by these Rules and Regulations, if any, and such other Rules and Regulations, if any, as may be made from time to time by Landlord.

USE OF PREMISES

8. The Premises shall be used for office space

purposes only and no other. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. In the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

Tenant Initials B Landlord Initials DFL

TAX AND INSURANCE ESCALATION

9. Tenant shall pay upon demand as additional rental during the term of this Lease, and any extension or renewal thereof,

The amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year 2005; or

All taxes (including, but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year.

In the event the Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Premises shall be determined by proration on the basis that the rentable floor area of the Premises bears to the rentable floor area of the entire property assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease year. Tenant shall further pay upon demand as additional rental during the term of this Lease, and any extension or renewal thereof:

the excess cost of fire and extended coverage insurance including any and all public liability insurance on the building over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or

all fire and extended coverage insurance including any and all public liability insurance on the building.

In the event the Premises are less than the entire property, then the insurance payable by Tenant for the Premises shall be determined by proration on the basis that the rentable floor area of the Premises bears to the rentable floor area of the entire property. Tenant shall pay all taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon.

INDEMNITY; INSURANCE

10. Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall during the term of this Lease and any extension or renewal thereof, and at Tenant's expense, maintain in full force and effect comprehensive general liability insurance with limits of \$ 1,000,000.00 per person and \$ 1,000,000.00 per accident, and property damage limits of \$ 1,000,000.00, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant under the first sentence of this paragraph and naming Landlord as additional insured.

Tenant shall provide evidence of such insurance to Landlord prior to the commencement of the term of this Lease. Landlord and Tenant each hereby release and relieve the other, and waive any right of recovery, for loss or damage arising out of or as a result to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of Landlord or Tenant or their agents, employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. Landlord and Tenant shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its agents, employees or invitees. If the Premises are part of a larger building or group of buildings, then to the extent that the grounds are common areas, Landlord shall maintain the grounds surrounding the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

Tenant Initials [Signature]

Landlord Initials [Signature]

ASSIGNMENT AND SUBLETTING

18. Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. The Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay the rental as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

20. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) if the Event of Default involves nonpayment of rental and Tenant fails to cure such default within five (5) days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental and Tenant fails to cure such default within fifteen (15) days after receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default, Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default. In the event Landlord hires an attorney to enforce its all its upon default, Tenant shall in addition be liable for reasonable attorney's fees and all costs of collection.

EXTERIOR SIGNS

21. Tenant shall place no signs upon the outside walls or roof of the Premises, except with the express written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

22. Landlord may advertise the Premises "For Rent" or "For Sale" 90 days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any.

EFFECT OF TERMINATION OF LEASE

23. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

MORTGAGEE'S RIGHTS

24. Tenant's rights shall be subject to any bona fide mortgage, deed of trust or other security interest which is now or may hereafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination, and shall be obligated to execute such documentation as may facilitate Landlord's sale or refinancing of the Premises, including, but not limited to, estoppel certificates, subordination or attornment agreements.

Tenant Initials [Signature] Landlord Initials [Signature]

or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's agents, employees, invitees or successors in interest. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) If Tenant fails to comply with the Covenants to be performed hereunder with respect to Hazardous materials, or if an environmental protection lien is filed against the premises as a result of the actions of Tenant, its agents, employees or invitees, then the occurrence of any such events shall be considered a default hereunder.

(e) Tenant will give Landlord prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state or local authorities, of any fire, or any damage occurring on or to the Premises.

(f) Tenant will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.

(g) The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease.

TIME OF ESSENCE

31. Time is of the essence in this Lease.

ABANDONMENT

32. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the premises or be dispossessed by process of law, any Personal Property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

DEFINITIONS

33. "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 34, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or lease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

NOTICES

34. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof.

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

ENTIRE AGREEMENT

35. This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the parties hereto.

AUTHORIZED LEASE EXECUTION

36. Each individual executing this Lease as director, officer, partner, member or agent of a corporation, limited liability company, or partnership represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership.

Tenant Initials *B* Landlord Initials *AG*

TRANSFER OF LANDLORD'S INTEREST

37. In the event of the sale, assignment or transfer by Landlord of its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord under this Lease, Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, assignment or transfer; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, assignment or transfer. Landlord's assignment of this Lease, of any or all of its rights in this Lease, shall not affect Tenant's obligations hereunder, and Tenant shall attorn and look to the assignee as Landlord, provided Tenant has first received written notice of the assignment of Landlord's interest.

SPECIAL STIPULATIONS

38. Any special stipulations are set forth in the attached Exhibit _____ . Insofar as said Special Stipulations conflict with any of the foregoing provisions, said Special Stipulations shall control.

MEMORANDUM OF LEASE

39. Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (Memorandum of Lease) in recordable form, setting forth such provisions hereof (other than the amount of Base Monthly Rent and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date and year first above written.

LANDLORD:

Individual

(SEAL)

Business Entity

Doran Investment Properties LLC
(Name of Firm)

(SEAL)

By: _____ (SEAL)

Title: Pres.

TENANT:

Individual

(SEAL)

Business Entity

Shelby County
By Barbey M. May
(Name of Firm)

(SEAL)

By: Barbey M. May (SEAL)

Title: Chairman

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
CHATHAM COUNTY BOARD OF EDUCATION
JOINT MEETING
FEBRUARY 28, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met with the Chatham County Board of Education in the Superior Courtroom, Courthouse Circle, located in Pittsboro, North Carolina, at 6:30 PM on February 28, 2005.

Present: Chairman Bunkey Morgan; Vice Chairman Tommy Emerson; Commissioners Mike Cross and Patrick Barnes; County Manager, Charlie Horne; Finance Officer Vicki McConnell; and Clerk to the Board, Sandra B. Sublett

Absent: Commissioner Carl Outz

Board of Education

Present: Chairman Allan Zimmerman; Vice Chairman Ronnie Collins; School Board Members Deb McManus, Norman Clark, and Holly Duncan

Chairman Morgan called the meeting to order at 6:45 PM and welcomed everyone in attendance.

PLEDGE OF ALLEGIANCE AND INVOCATION

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

Chairman Morgan reviewed the agenda and explained the reason for the meeting.

Alan Zimmerman introduced Board of Education members and thanked the Board of Commissioners for the opportunity to meet and discuss school needs.

BOARD OF EDUCATION PRESENTATION

Deb McManus gave a power point presentation on the 2005 projected needs of the school including growth predictions by school, current growth worth noting, new schools requested (a new K-5 school at Siler City, and a new middle and high school in northeast Chatham County), new construction and renovations, cost of new schools and other new construction, and cost of renovations.

Ms. McManus stated that the Integrated Planning for Schools and Community (IPSAC) Study predicts percentage growth by 2009-2010 for each high school feeder district at Northwood - 48.9%; Jordan-Matthews - 33.6%; Chatham Central - 17.7%; that three auxiliary gymnasiums, a new cafeteria at Jordan-Matthews, and a multi-purpose room at Moncure are needed; that renovations most needed at this time include: Renovation of 5th and 6th grade buildings at Horton Middle School, renovation/expansion of existing gymnasium at Bennett, renovation/expansion of existing gymnasium at Silk Hope, renovation of existing gym at Horton Middle School, addition of softball field lights at Chatham Central, Jordan-Matthews and Northwood, and addition of tennis court lights at Chatham Central and Jordan-Matthews. She gave current and escalated costs of building the three new schools, stating that the current cost of the projects total \$89,749,011 with a projected three-year escalated cost of \$103,734,000, and reviewed new construction and renovation costs. A copy of the presentation is attached hereto and by reference made a part hereof.

DISCUSSION OF BOARD OF EDUCATION'S REQUEST AND FUNDING

Commissioner Emerson asked how the Board of Education arrived at their escalated cost estimates.

Commissioner Barnes explained how prices had increased over the past fourteen months in his general contracting business. He stated that if building construction was delayed for another three years, the Board would realize astronomical escalation.

Chairman Morgan stated that he would like to see the Board accomplish a little along rather than waiting until so much needs to be done at one time; that these types of things need to be addressed with future capital planning; that he doesn't feel that anyone is questioning the needs, but that they are questioning the price and when to do it.

Commissioner Barnes asked how long the schools would be adequate if they were built right away.

Mr. Zimmerman explained that with the projected summary, the schools would remain adequate until the fiscal years 2009-2010. He stated that the last school bond was in 1995 for five million dollars; and that this was a supplement to a fifteen million dollar bond the previous year.

Chairman Morgan stated that as the County grows, so do the needs; that there are several ways in which to pay for the schools including bonds, COPS, combination of bonds and COPS, and independent bank installments; and that part of it is the timing. He asked if there was a prioritization of the three schools.

The Board was told that Siler City Elementary School would be needed first, and that the other two were in a close race for second; that all were desperately needed; and that if the schools were not built, money would have to be spent on additional mobile units.

Commissioners Cross and Barnes asked about building prototype schools.

The architect stated that he would address this issue in his presentation.

BREAK

The Chairman called for a five-minute break.

ARCHITECT PRESENTATION

Robby Ferris, SFLA Architects, gave an overview of current and escalated building costs. He explained that they had built eight to nine prototype schools in the past, but that they were not building as many now due to inconsistent prices and the colossal fluctuation in the price of materials; that they have seen a big increase in one year; that they hope that prices are stabilizing now; that trying to reduce costs with cheaper materials/methods will not make facilities better or even equal; that North Carolina has been blessed with relatively stable prices and low inflation for a number of years; and that recent escalation was probably overdue even though it caught everyone by surprise. He encouraged everyone to build quality facilities stating that it will be worth it in the long run.

A copy of the architect's presentation is attached hereto and by reference made a part hereof.

PUBLIC INPUT SESSION

Greg Soloman, 406 Buck Branch Road, Pittsboro, NC, stated that there are a lot of things that the two Boards do jointly; that he recommends one person be hired that can do things for both Boards regarding finding land; that he is concerned that they are only looking at one architect; that it doesn't make sense that a prototype is not any cheaper; that he has concerns about the high school site; that his main concern is that the road is one of the most dangerous in the County and the State; that it abuts the Corps of Engineers land; that the

school needs to be out on Highway #64 near Big Woods; that the high school is a greater priority than the middle school; that he was happy to see renovations and improvements to existing schools; that the most important thing is that the County does it right this time; that he encourages the Board to include supplies and unfunded positions; that he would like to see the new schools funding done under COPS so that the remainder of the needs could be done under bonds; that this will meet some of the recreational needs; that the Board of Commissioners should encourage Briar Chapel developers to do the site work; and that money should be collected up front to help with start up costs. Additionally, he encouraged the Board to not go to zero revenue because of the supplies to go into the new schools; that when the Board is making the budget, they should think about supplies, teacher positions, etc.

John Graybeal, 3396 Alston Chapel Road, Pittsboro, NC, stated that he is present to cheerlead for Northwood High School; that he hopes that anything that comes out of all of the discussions does not do anything to adversely affect the sociology, the character, and the present strength of that school; that the school has strong academics, great band, dance, drama, vocational, sports, and arts programs; that there is a dynamic racial-ethnic-economic mix of students; and that he is concerned about compromising that diversity.

Jeffrey Starkweather, 590 Old Goldston Road, Pittsboro, NC, stated that the public schools are our biggest form of investment for economic development; that this should be introduced as a referendum; that people have the right to vote on something this big; that it is a great educational opportunity for the public; that he is concerned about splitting up the needs by funding (COPS) type for fear that some may be left behind; that we have not realistically looked at what we are facing down the road, especially in the northern part of the County; that we need to be honest about what is coming next; that it is important that the development proposals include the inflated construction costs; that the facilities need to be open to the public to help generate support for school needs; that it is important that schools not be put in a situation that encourages sprawl; that the best size of a high school is about 600, not 1,200 in terms of quality education received; that there are three ways of paying for it: property tax increases; impact fees; and legislative action for a real estate transfer tax; that a referendum passing the real estate transfer tax should be included in the legislation and community intervention should be encouraged; and that this would be another opportunity to go out and educate the people as to what the County is up against.

CONTINUING BOARD'S DISCUSSION

Chairman Morgan asked about sharing school facilities for recreational purposes with the County.

Norman Clark explained that the school system and the County Recreation Department entered contract agreements for use of property for certain events. He stated that they are now sharing gym space; that they use the softball fields; that East Chatham baseball has some agreements for some spaces; that when the auxiliary gyms were placed on the "needs list", they were planning to become more involved with the Recreation Department; and that these things were planned with the thoughts that they would be part of the Recreation Department.

Chairman Morgan questioned if part of the County's recreation fees could be used if there was sufficient co-mingling.

Mr. Zimmerman stated that they visited a school in Fayetteville during the past year; that they had a gym built onto the school; that it was also used for community recreation when possible; that they had doors locked that kept people from the outside from entering the building during school hours; that it was technically a free-standing gym but was attached to the building; and that he feels there will have to be someone from the school in attendance during outside activities to ensure that the building will be taken care of.

Commissioner Cross stated that there were three or four volunteers in the Moncure area who are responsible for opening and closing the Moncure School Gym when it is used by citizens; that it has not required school personnel to be in attendance; and that they have had no problems.

Ms. McManus stated that the architect prices do not include books and computers but do include furnishings.

Commissioner Emerson stated that the school budget was the largest part of the County's budget; and that with growth he thinks that all accept the fact that there are going to be increased operating costs. He asked if there was any correlation between the projected increase in operating expense on the new buildings.

Mr. Ferris stated that they had prepared projects costs based on historical data; that operating costs would not increase at the same rate as construction price index; that it would be based more on consumer price index; that the biggest single operating costs incurred (with the exception of teachers) is energy; that energy costs can go up dramatically; that he feels that within the next fifteen years, energy costs will probably double; and that because of this, they focus very heavily on energy costs.

Commissioner Barnes stated that school design within the past few years has changed tremendously; that quite a few of the schools now use metal roofs; that insulation has changed; that lighting electronics have improved; that everything is leaning toward less maintenance; and that it cost less to maintain something now than it did thirty years ago.

Holly Duncan stated that a lot of the work began before she was elected to office; that the information presented is current and valid; and that she feels that they have presented their needs, not wants.

Commissioner Emerson stated that he appreciated the Board of Education's hard work; that it is obvious that they have diligently done their homework; that he appreciates their honesty; and he knows whatever is done, that they need to be united; that it needs to be a joint decision; that when they go to the taxpayer, they need to be upfront in telling them what is being proposed, the associated costs, and how it is going to be paid; that he feels as long as both boards can continue with good communication, work on it jointly, and use their best efforts, they will emerge successful in the long run.

Norman Clark thanked the Board of Commissioners for having the joint meeting. He stated that they look forward to working with the Board and he feels that this is the beginning of the joint efforts to improve the status of Chatham County.

Deb McManus stated that she feels that her board is unanimous in their support that this is what they need at this time; and that she appreciates the Board of Commissioners' efforts in inviting them to the meeting.

Commissioner Cross stated that he appreciated everyone coming together and hopes that it can continue on a regular basis. He stated that he was surprised that there was not more public participation.

Ronald Collins thanked everyone for being involved. He stated that he was probably the reason that the bond did not come up earlier as he was determined to have a study done on it. He stated that he feels as though the study has united the County and the bond will be successful.

Alan Zimmerman stated that these were only their needs; that their wants had to be done away with; that their initial bond was \$131 million; that they worked on it to cut it down; and that cost, quality, and size were the determining factors. He stated that he appreciated the Board of Commissioners' efforts in having the joint meeting and listening to their concerns.

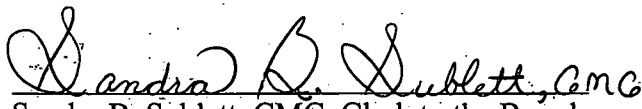
Chairman Morgan thanked citizens and Board members for working on this project; that the Board of Commissioners has to figure out a way to pay for it; that he would like to see the Board of Commissioners start talking about the funding and timing; that he knows that the longer the building is put off the more it is going to cost; and that both boards will continue to meet to talk about the issues at hand.

ADJOURNMENT

The Chairman adjourned the meeting at 8:45 PM.


Bunkey Morgan, Chairman

ATTEST:


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

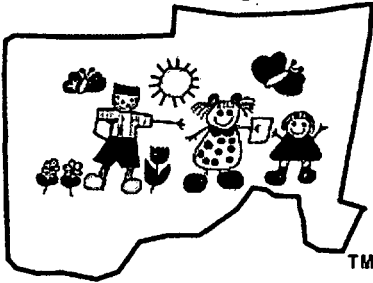
Chatham County Schools



Chatham County Schools

2005 Bond Request

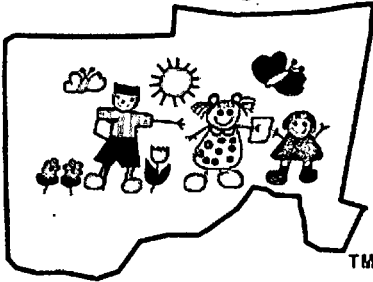
Allen Zimmerman - Chair
Ronnie Collins - Vice Chair
Norman Clark
Holly Duncan
Deb McManus



Looking at Growth

The Integrated Planning for Schools and Community (IPSAC) Study Predicts Percentage Growth by 2009-2010 for Each High School Feeder District:

- Northwood - 48.9%
- Jordan-Matthews - 33.6%
- Chatham Central - 17.7%



Growth Predictions by School

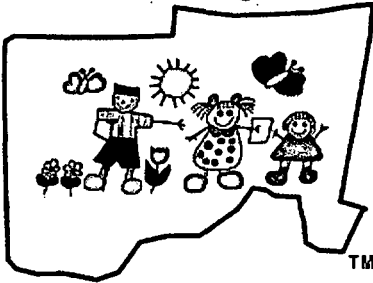
Chatham County Schools Out-of-Capacity Worksheet

Existing Residential, Subdivision, Multi-Family Parcels + Approved/Proposed Subdivisions

	Capacities	Current	Projected Enrollment					
	2003-04	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
Chatham Central District								
Bennett Elem (K-8)	226	242	245	249	249	258	262	270
Bonlee Elem (K-8)	374	455	458	462	462	471	475	483
J S Waters Elem (K-8)	426	328	331	335	335	344	348	356
Chatham Central High (9-12)	560	458	463	461	460	439	443	441
Totals	1586	1483	1497	1505	1506	1513	1528	1549
Jordan-Matthews District								
Silk Hope Elem (K-8)	390	515	527	547	553	595	617	649
Siler City Elem (K-4)	551	662	699	717	765	833	898	958
Chatham Mid (5-8)	556	548	523	533	548	576	589	606
Jordan-Matthews High (9-12)	680	675	688	688	708	673	703	716
Totals	2177	2400	2437	2485	2573	2678	2807	2930
Northwood District								
Moncure Elem (K-8)	294	203	207	212	213	226	232	243
North Chatham Elem (K-8)	637	669	673	708	738	780	815	826
Perry Harrison (K-8)	673	600	604	609	686	774	856	942
Pittsboro Elem (K-4)	553	491	504	518	607	703	798	883
Horton Mid (5-8)	582	376	368	375	416	463	503	541
Northwood High (9-12)	730	1004	1013	1024	1102	1141	1225	1285
Totals	3469	3343	3369	3447	3761	4087	4429	4719
SAGE (8-12)	60	65	65	65	65	65	65	65
System Total	7232	7291	7368	7502	7905	8342	8828	9263

Adequate Capacity
 Two-year Warning
 Out of Capacity

Projections based on build-out assumptions: Approved – 4 years, Proposed – 8 years.



Current Growth Worth Noting

Growth in the Jordan-Matthews District has been even greater than predicted by the IPSAC study

Jordan-Matthews District
 Silk Hope Elementary (K-8)
 Siler City Elementary (K-4)
 Chatham Middle (5-8)
 Jordan-Matthews (9-12)
 Total

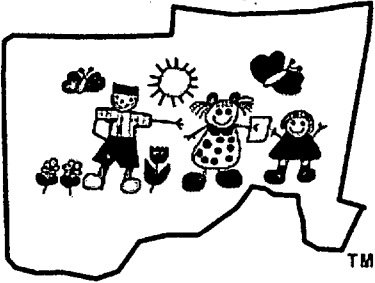
Capacities	IPSAC Estimate	Current	IPSAC	CCS	CCS
	2004-05	2004-05	2005-06	2005-06	2005-06
390	527	529	547	(529)**	> 35%-40% over
551	699	696	717	(702)**	> 27-30% over
556	523	540	533	(567)	< 2% over
680	688	724	688	(783)	> 15% over
2177	2437	2489	2485	(2581)	> 18% over

Both Northwood and Jordan-Matthews Are Significantly Over Capacity

Northwood District
 Moncure Elementary (K-8)
 North Chatham School (K-8)
 Perry Harrison (K-8)
 Pittsboro Elementary (K-4)
 Horton Middle (5-8)
 Northwood (9-12)
 Total

Capacities	IPSAC Estimate	Current	IPSAC	CCS	CCS
	2004-05	2004-05	2005-06	2005-06	2005-06
294	207	210	212	(210)	
637	673	710	708	(731)	15% over
673	604	600	609	(605)	
553	504	486	518	(486)	
582	358	376	375	(330)	
730	1013	967	1024	1019	> 39%-40% over
3469	3369	3349	3447	3381	

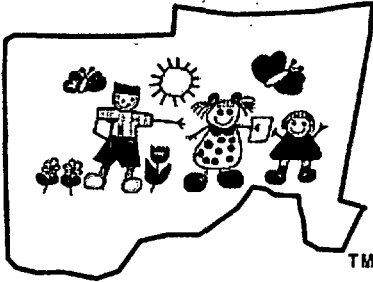
*Current numbers are as of January 20, 2005



New Schools Requested

- New Elementary (K-5) in Siler City
(700 student/800 core)
- New Middle School in Northeast Chatham
(650 student/800 core)
- New High School in Northeast Chatham
(1,200 student/1,400 core)

*The Board of Education currently owns land for two of these schools and has been offered land in Briar's Chapel for the Middle School.



Other New Construction

- **Three Auxiliary Gymnasiums**

The Department of Public Instruction guidelines recommend that all new high schools be built with auxiliary gymnasiums. The new high school will include an auxiliary gym for physical education classes, athletic practices, and sporting events with smaller attendance. The Board of Education is requesting that auxiliary gymnasiums be built at the three existing high schools.

- **New Cafeteria at Jordan-Matthews**

The existing cafeteria at Jordan-Matthews is too small for the number of students. J-M currently serves four lunches a day and there is not room to seat every student.

- **Multi-Purpose Room at Moncure**

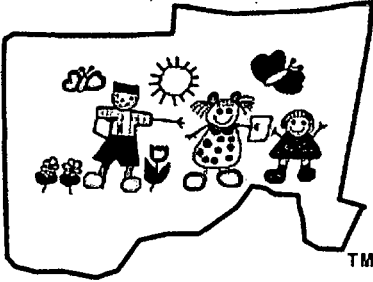
Moncure is our only elementary school that does not have a multi-purpose room. This is a space used extensively by our other elementary schools and would allow the gym to be used for physical education even when other programs are taking place.



Renovations

There are many facility needs in our school system but the Board of Education has chosen these as the most necessary at this time.

- Renovation of 5th and 6th grade buildings at Horton Middle School
- Renovation/Expansion of Existing Gymnasium at Bennett
- Renovation/Expansion of Existing Gymnasium at Bonlee
- Renovation/Expansion of Existing Gymnasium at Silk Hope
- Renovation of Existing Gym at Horton Middle School
- Addition of Softball Field Lights at Chatham Central, Jordan-Matthews, and Northwood
- Addition of Tennis Court Lights at Chatham Central and Jordan-Matthews



Cost of New Schools

	escalated cost	current cost
New K-5 School at Siler City	\$17,130,000	\$14,817,085
New High School	\$43,870,000	\$37,941,413
New Middle School *	\$18,540,000	\$16,030,687
Total for New Schools	79,540,000	\$68,789,185

*= may require land acquisition



Cost of Other New Construction



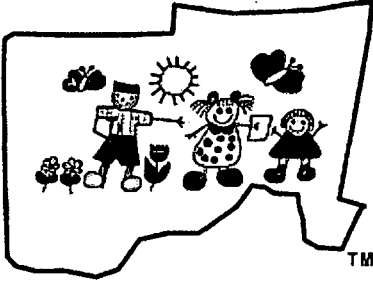
	escalated cost	current cost
Cafeteria/Kitchen Addition at J-M	\$5,340,000	\$4,615,213
Construct Auxiliary Gym at CCHS	\$3,090,000	\$2,667,864
Construct Auxiliary Gym at J-M	\$3,090,000	\$2,667,864
Construct Auxiliary Gym at Northwood	\$3,050,000	\$2,637,438
Multi-Purpose Room at Moncure	\$1,300,000	\$1,048,714
Total for Other New Construction	\$15,870,000	\$13,637,093



Cost of Renovations



	escalated cost	current cost
Horton Middle School		
Renovate 5th and 6th Building	\$3,890,000	\$3,466,408
Renovate Gymnasium	\$880,000	\$781,408
Renovate Existing Gym - Bonlee	\$990,000	\$852,030
Renovate Existing Gym - Bennett	\$990,000	\$852,030
Renovate Existing Gym - Silk Hope	\$990,000	\$852,030
Softball Field Lights-3 High Schools	\$350,000	\$310,500
Tennis Court Lights-2 High Schools	\$234,000	\$207,000
 Total Cost of Renovations	 \$8,324,000	 \$7,321,406

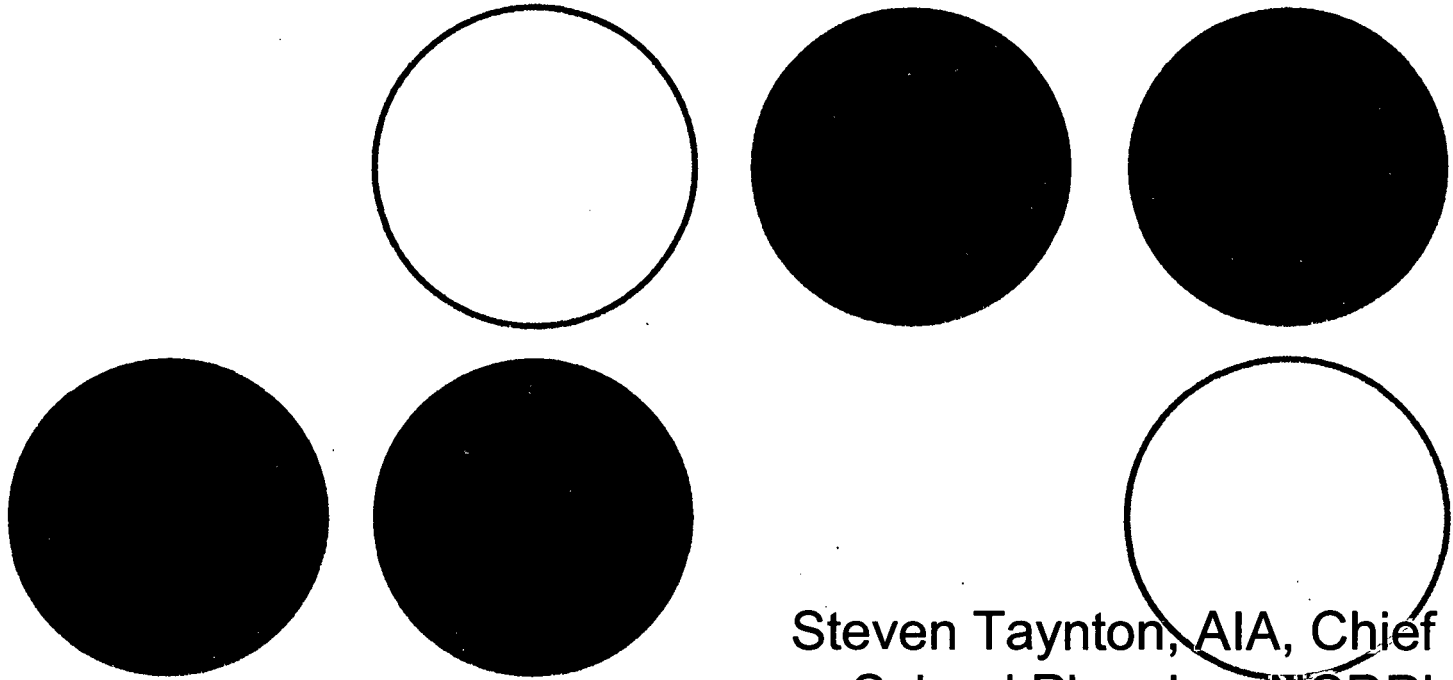


Cost of New Construction and Renovations

	escalated cost	current cost
Total All Projects	\$103,734,000	\$89,747,684

Total Projected Escalation Cost \$13,986,316

COSTS – THRU THE ROOF!!!



Steven Taynton, AIA, Chief
School Planning, NCDPI

Dave Burnette, Director
Facilities, Planning and Construction
Union County Schools

Dramatic increases in early 04

- Steel
- Concrete - Shortages
- Anything containing the above
 - Door Frames
 - Precast
 - Pipe & Misc metals
 - Rebar
 - Etc



The News

*BUFFALO GROVE, Ill., Jan. 27 /PRNewswire/ -- **The rising cost of steel and other construction materials has been voted the top construction story of 2004** in an annual survey conducted by the Construction Writers Association (CWA).*

The seemingly insatiable demand for both new and scrap steel, driven in large part by China's red-hot construction market, has produced some of the sharpest price increases since the 1970s. Yet even those project owners willing to accept the higher costs must nevertheless wait in line for what is becoming an increasingly scarce construction commodity.

"Price spikes have not only caught contractors and project owners off guard, but also affected many other industries that rely on steel products;" notes Don Marsh, editor of Concrete Products magazine.

"And with concrete also in short supply, says Constructioneer editor Matthew Phair, the global demands for construction materials are having an unprecedented effect on U.S. construction costs."



The Beacon Journal



Business Posted on Tue, Jan. 04, 2005

U.S. steel giants rebound in 2004

Analysts expect this year will be prosperous, too

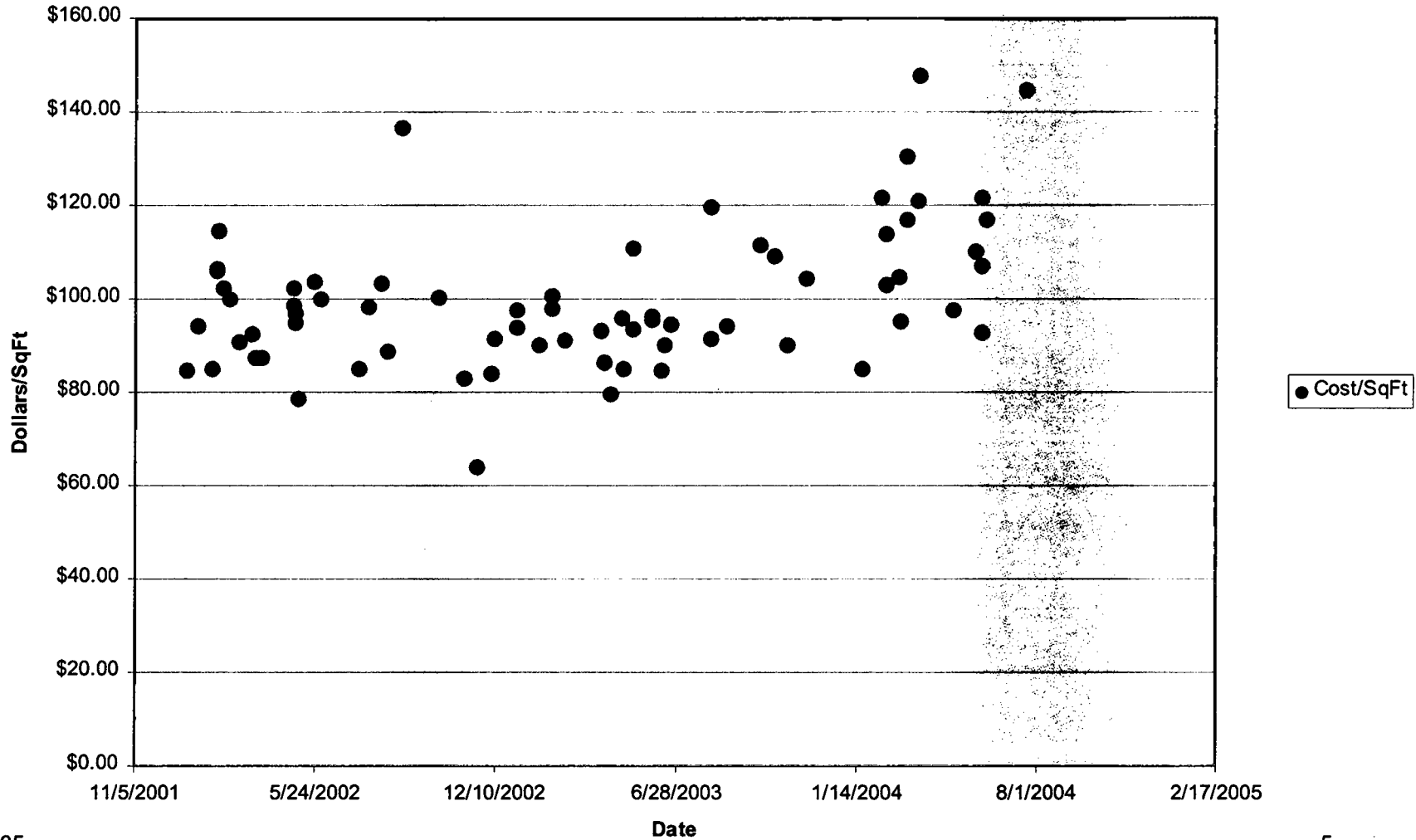
Tight supplies of steel meant record-high prices for an industry that had seen the cost of steel hit rock-bottom lows in 2001.

Cold-rolled steel sheet hit \$814 a ton in September, according to Purchasing magazine. That same steel cost \$210 a ton three years earlier.

● ***That's a 287% Increase !!!!***

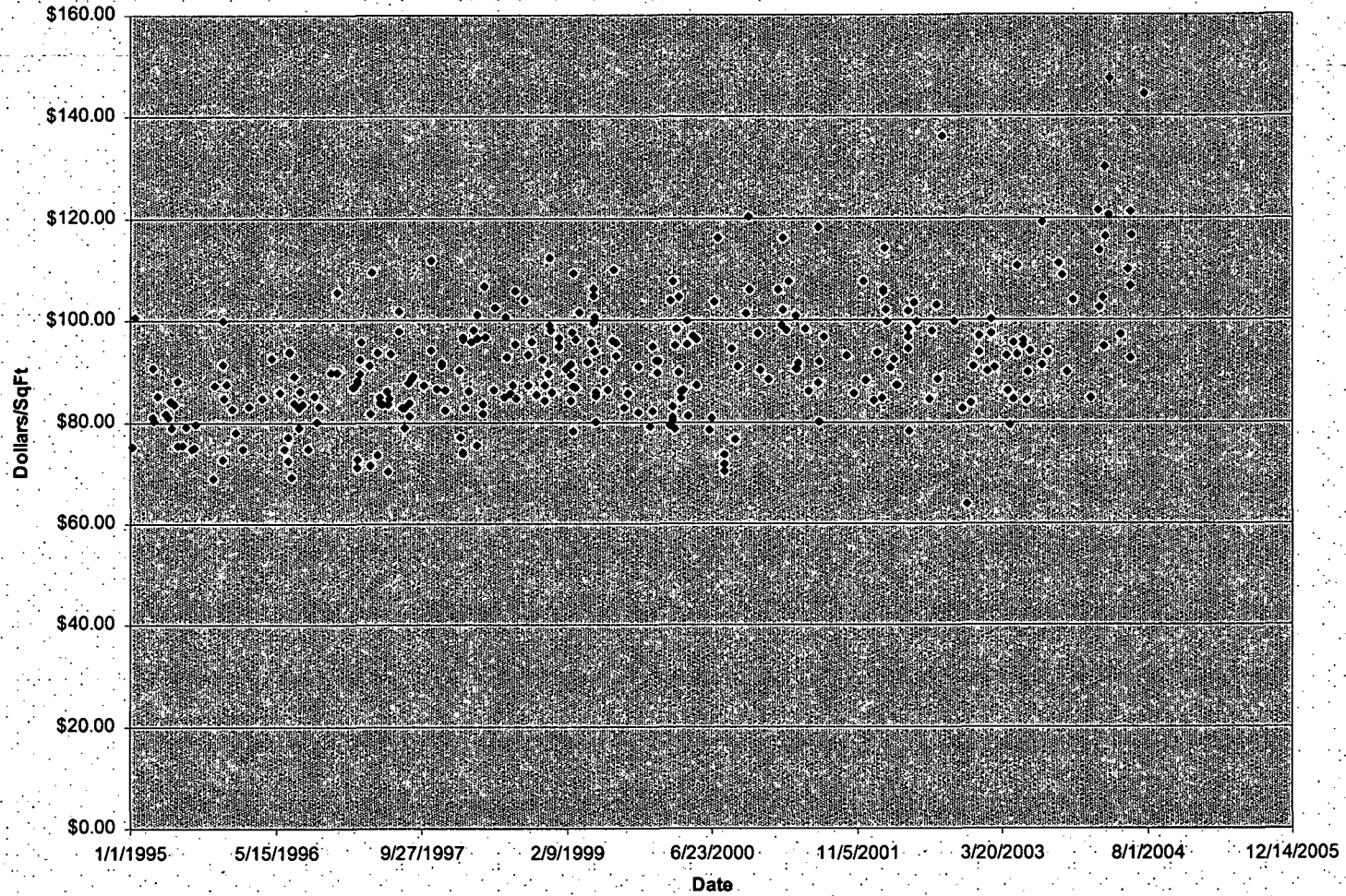
What has happened here with Schools? 2003 - 2004

Recent Costs



Same Chart – Since 1995

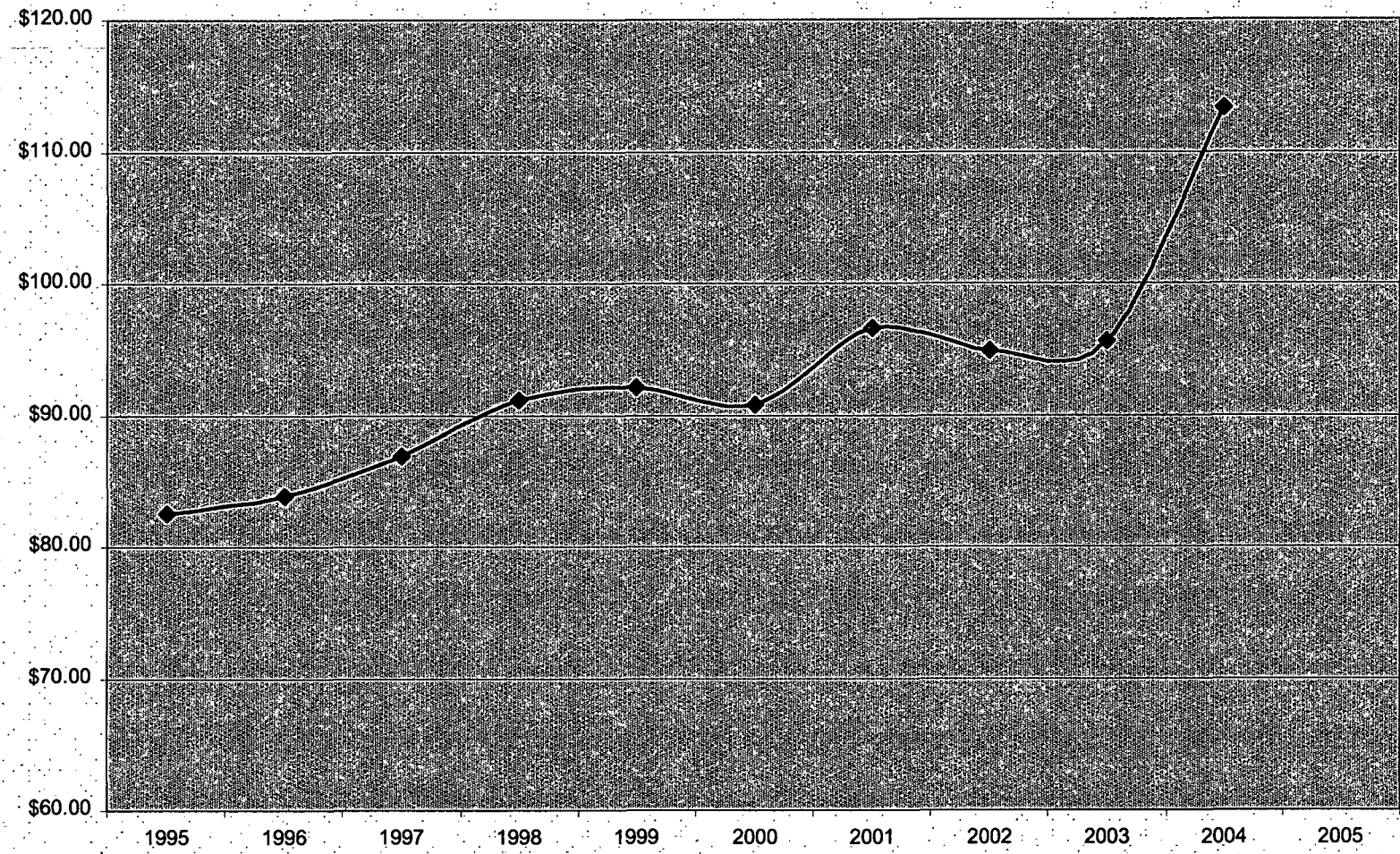
Cost/SqFt



2/18/2005

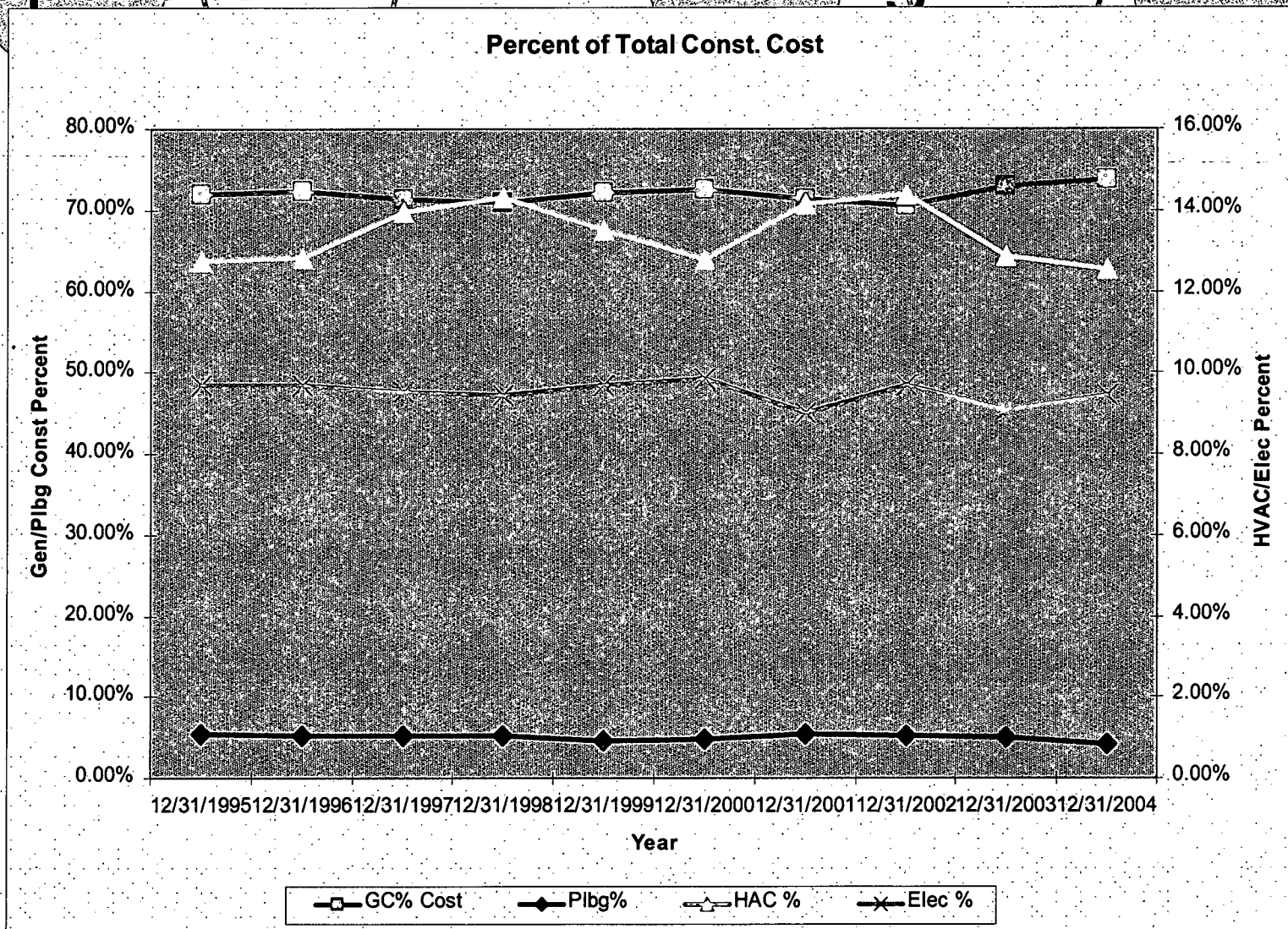
Another look – Averages

AVERAGE YEARLY COSTS

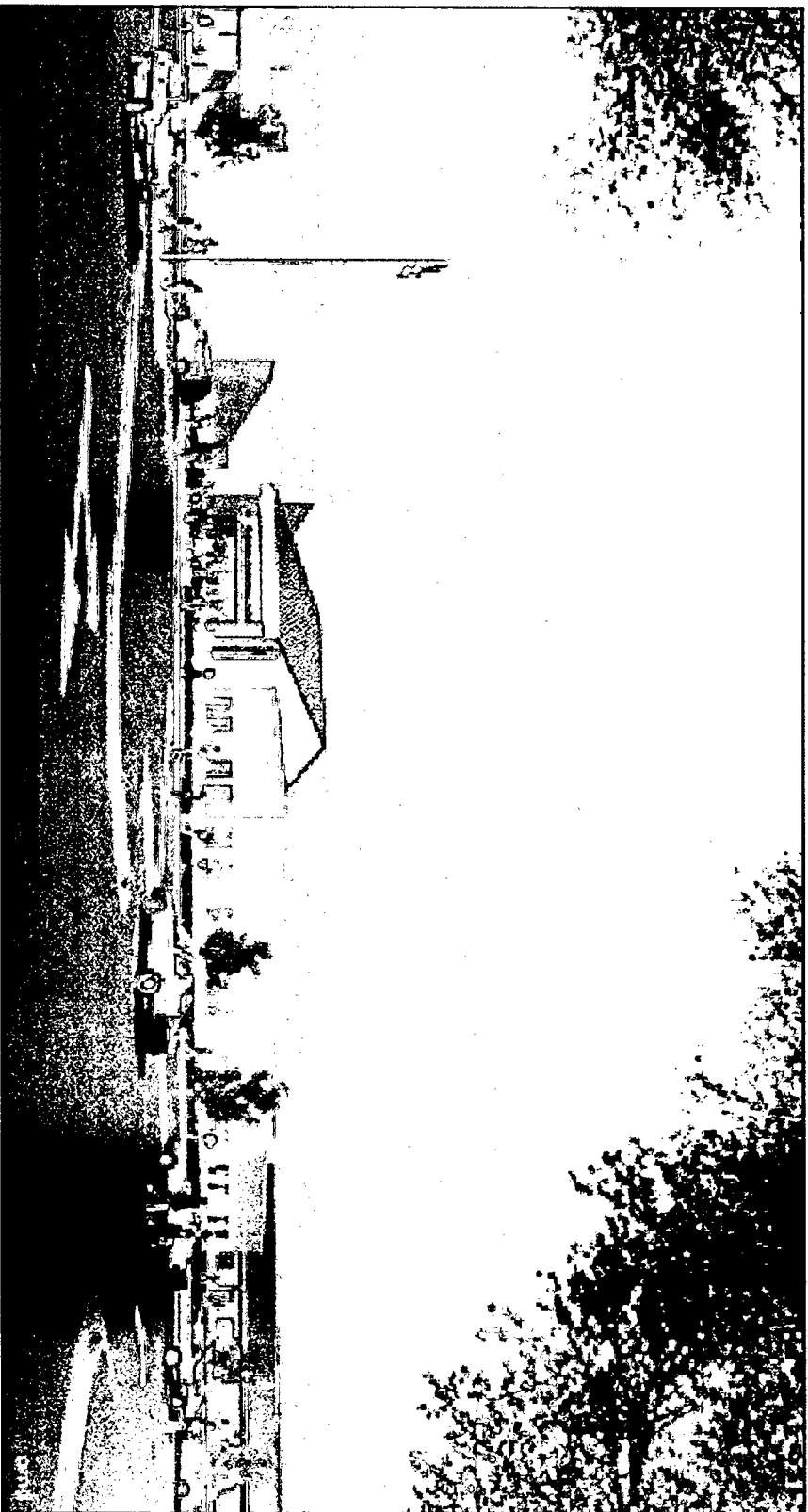


2/18/2005

Separate Prime Percentages



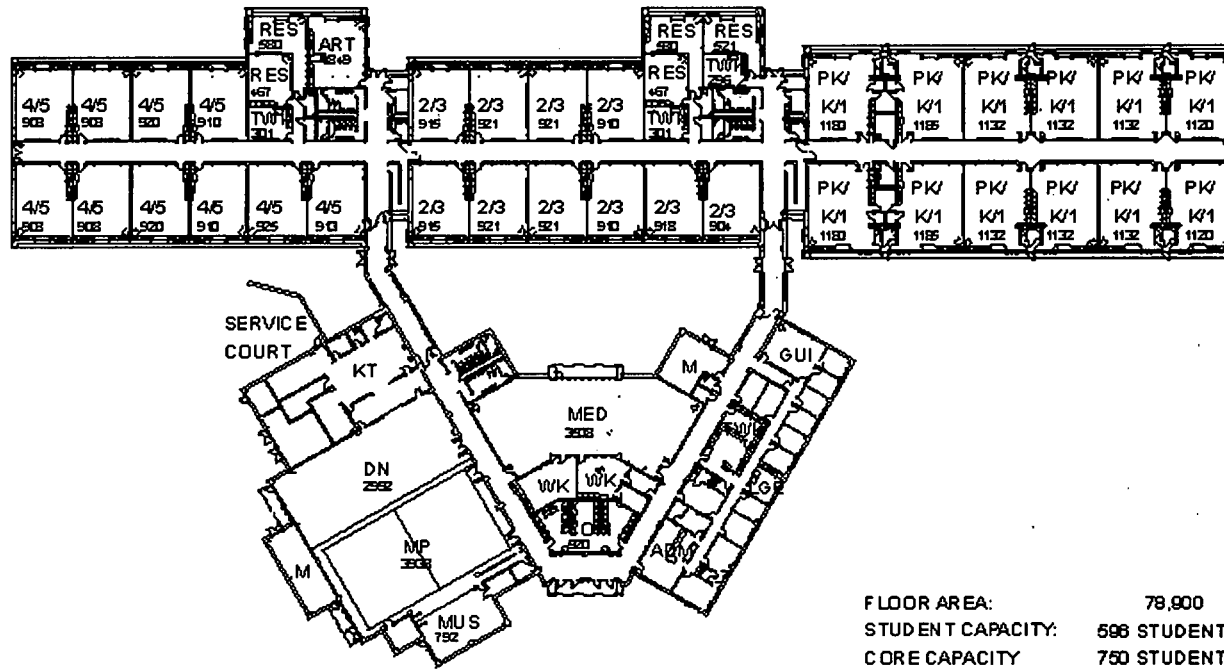
Union County Prototype



2/18/2005

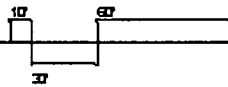
Info furnished by
Boney Architects

Floor Plan History of this Prototype Development



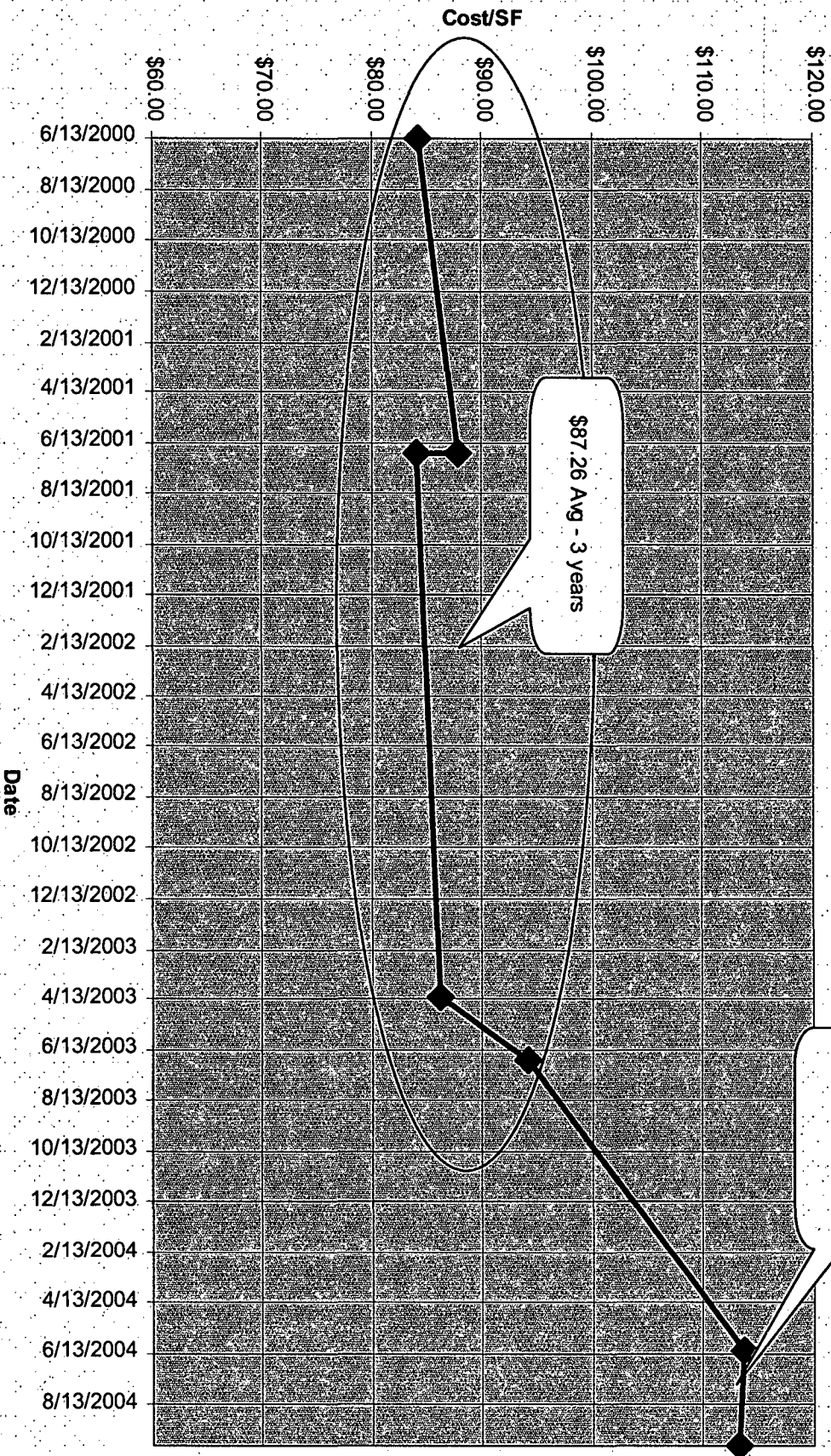
FLOOR AREA: 78,900
 STUDENT CAPACITY: 598 STUDENTS
 CORE CAPACITY: 750 STUDENTS

FAIRVIEW
 ELEMENTARY SCHOOL
 SCALE 1"=60'



Specific Prototype reuse Union Elementary

Union County Prototype



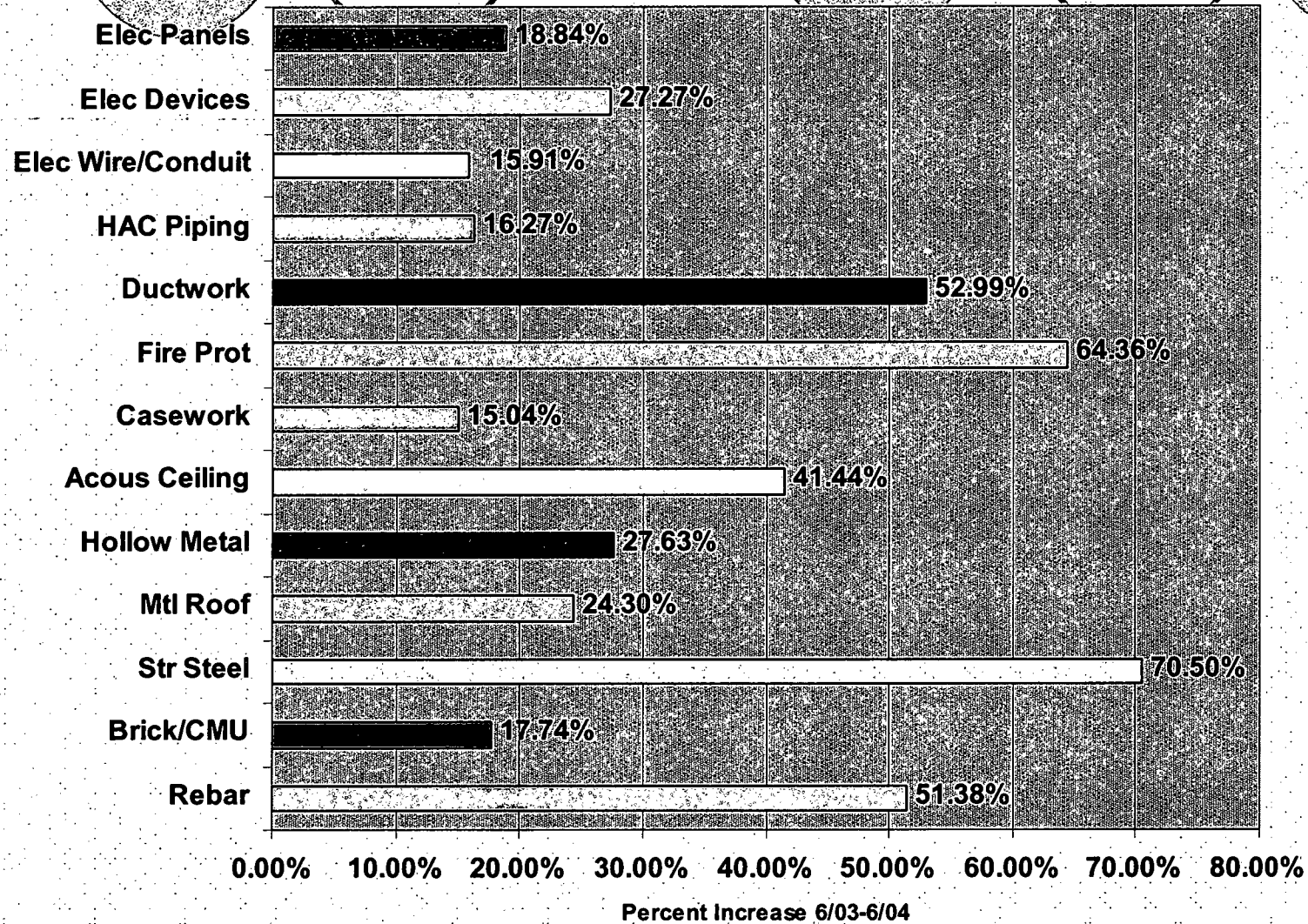
2/18/2005

Cost/SF

Info furnished by
Boney Architects

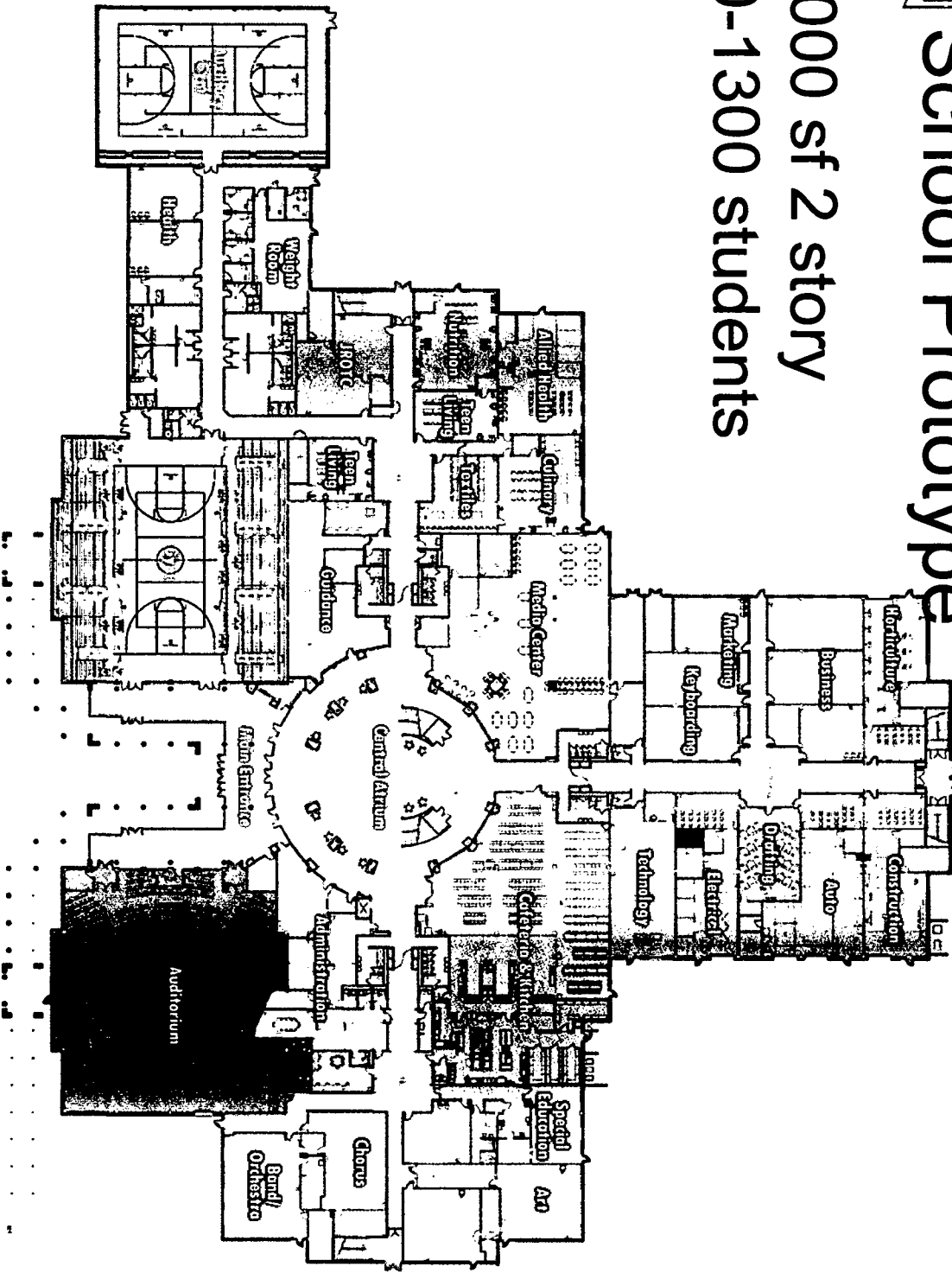
A Detailed Look At the Union Prototype

Line Item Increases: Porter Ridge & Kensington Elementaries

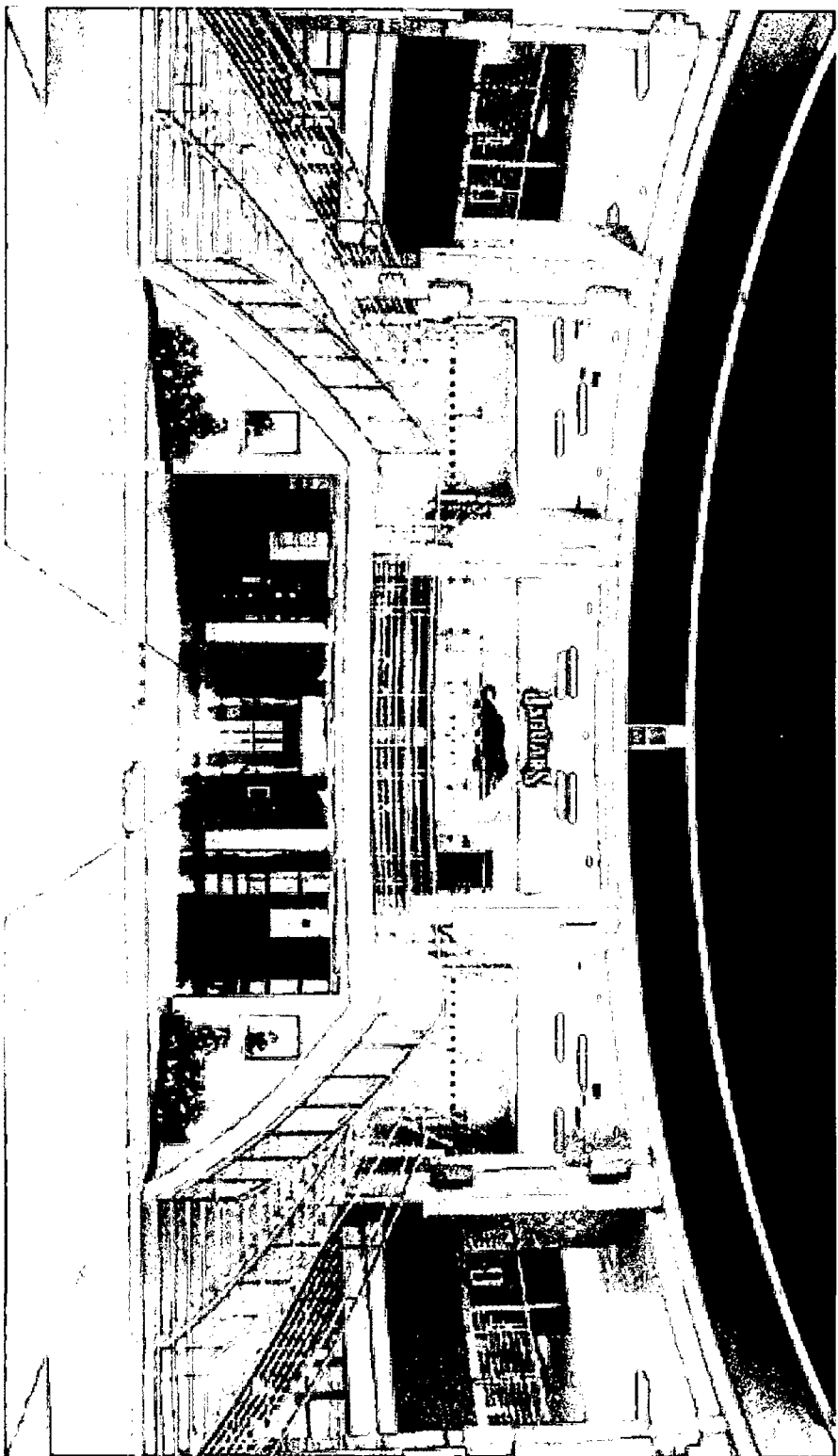


Overhills (Harnett/Rowan Counties) High School Prototype

- 230,000 sf 2 story
- 1200-1300 students

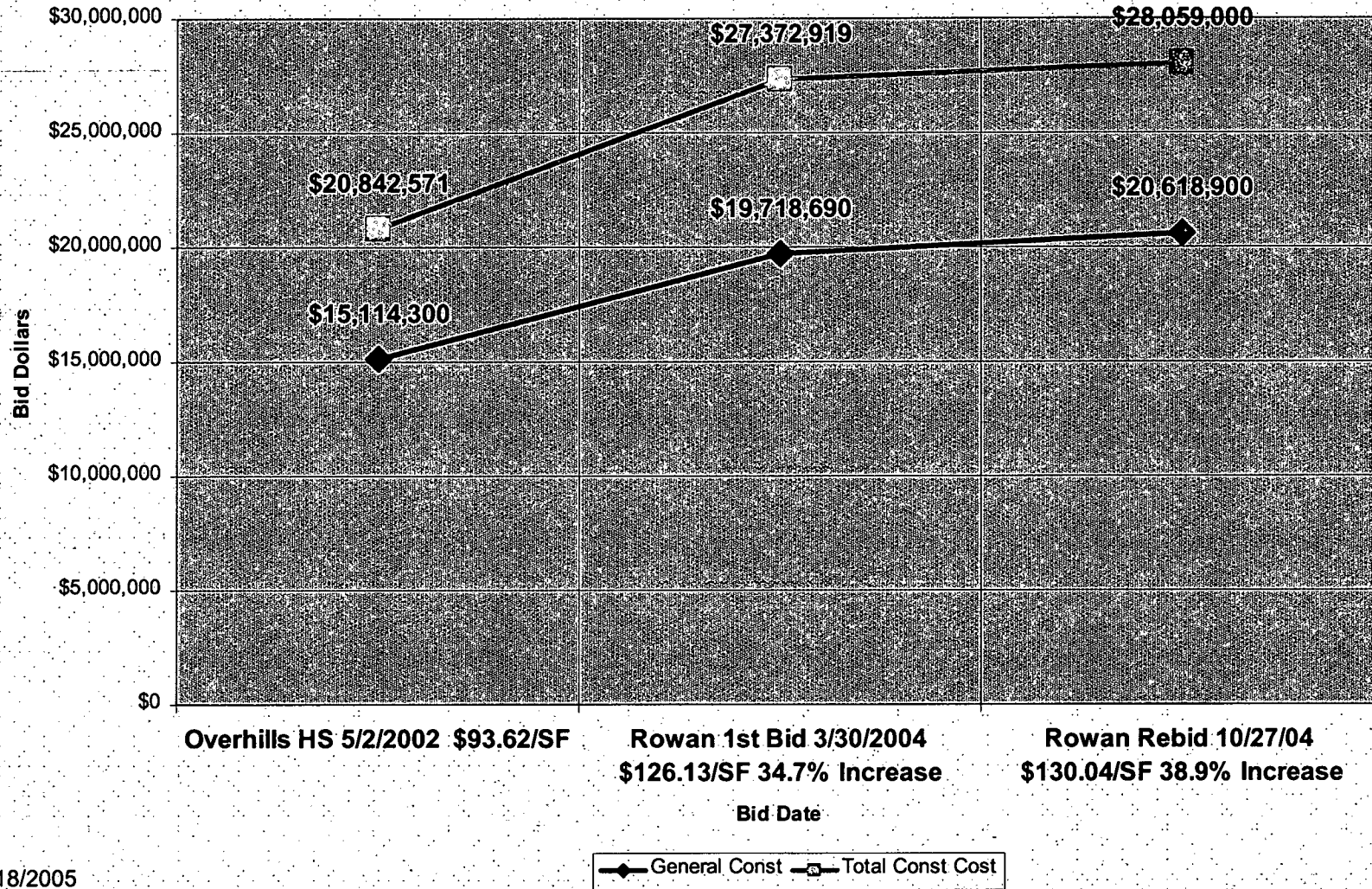


Central Atrium – Harnett/Rowan Prototype



Specific Prototype reuse Overhills/Rowan High Schools

Overhills Prototype Costs

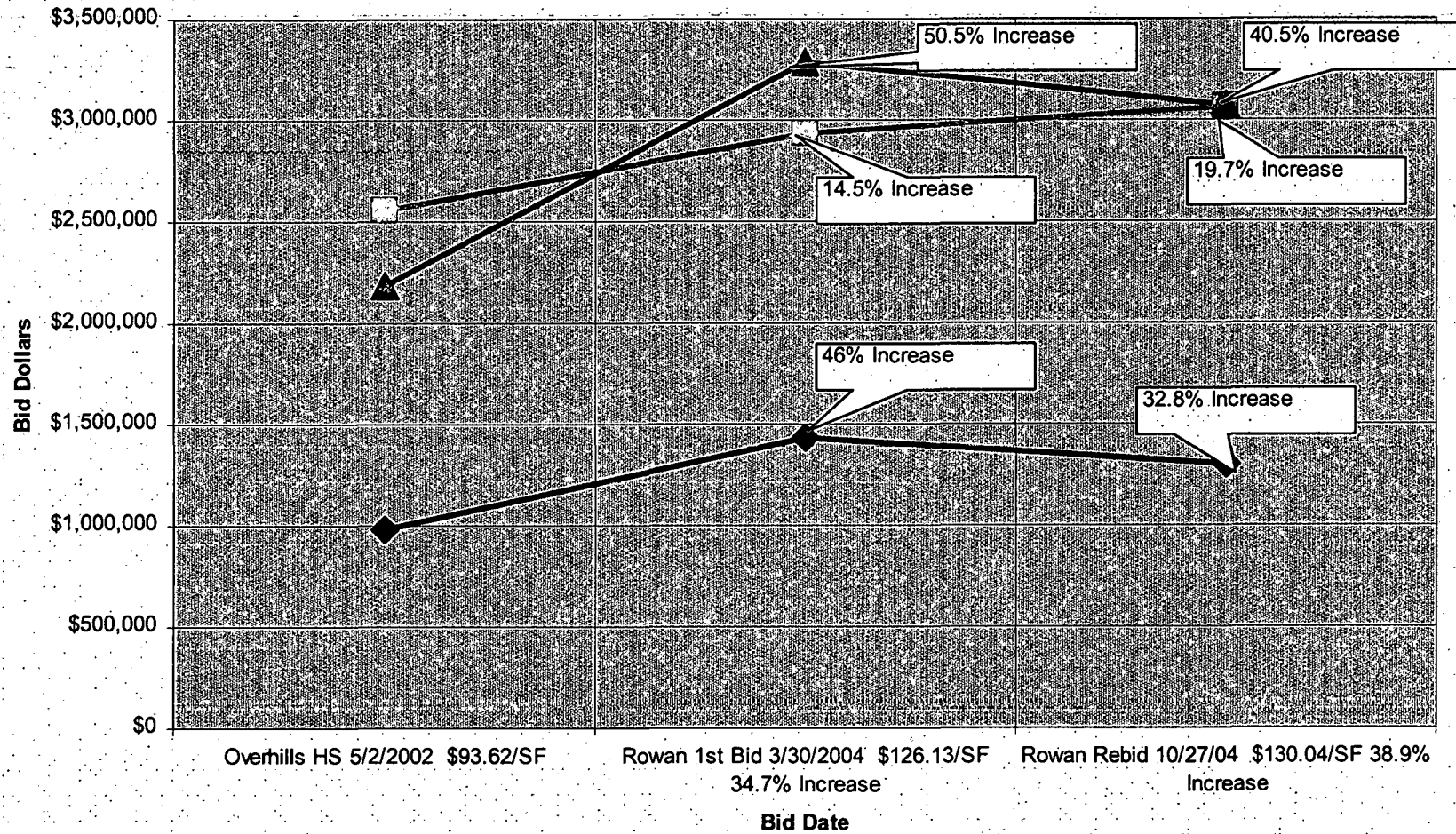


2/18/2005

Info furnished by Schuller Ferris Lindstrom Associates

Overhills PME Costs

Overhills Prototype PME Costs





What does this mean?

- We've seen a big increase in 1 year
Well - Duh –
- Hopefully prices are stabilizing now
We hear there is less volatility
- We may as well “Bite the Bullet” and get used to this “Market Correction!”
- Trying to reduce costs with cheaper materials/methods will not make your facilities “Better” or even “Equal.”

Reduction of Steel and Concrete May Not Help

- Rule of thumb: Structural is 16% of General
- $16\% \times 72\% \text{ (GC)} = 11.5\% \text{ Struct'l of Total}$
- 30% increase in Structural = **15%** of Total
($1.3 \times 11.5\% = 14.95\%$)
- Overall **3.5%** Increase attributable to Struct'
($15\% - 11.5\%$) (Actual for Union Co. was 5.5%)

- '03 – '04 Total Increase Has Been **14.9%**

A decorative graphic at the top of the slide consists of several circles. On the left, a large black circle contains the word "Strategies" in white. To its right is a white circle with a black outline. Further right are two more white circles with black outlines, followed by a large black circle. Above these circles are four smaller black circles, one above each of the four larger circles.

Strategies

- Limit Number of Materials/Subs
- Pre-Bid Steel? Check w/Engineer
- Design for quick/simple construction
- Avoid special items (curved beams, special order materials or unusual methods)
- Avoid materials in short supply (causes delays-extra costs)

Excerpted From "Southeast Construction" January 2005

- ***Jessie Brewer, co-chief operating officer, Skanska USA Building, Charlotte, N.C.:***
- Current sales and backlog, going into '05, is really off the charts. Both here, in the Carolinas, and Virginia and Florida - I don't know that I've seen it better. Healthcare is huge. Education, both higher-ed and K-12, is really looking good. And we've got a good market share of public sector-type work - convention centers, museums.
- Charlotte and Raleigh are really power sources. In the Research Triangle Park, we're seeing a lot of movement in the biotech and pharmaceutical markets. Again, healthcare is just off the charts and it's projected to be that way over the next three to four years throughout the Southeast.
- Regarding the increases in materials prices, Brewer said, "That happened rather quickly. The steel and cement issues were not a predicted crisis, and it caught some projects, contractors and owners in a tough situation for a period of time. We now know what's happening, and those costs will begin to settle. So I don't expect any materials-type escalation, other than what we're currently experiencing. But because the economy's picking up, and we're seeing more construction projects, we're probably going to see escalation in the cost of work. It's wages, it's materials costs, it's subcontractor costs on margins."



Things to Remember

- We have been blessed with relatively stable prices and low inflation for a number of years
- Recent escalation was probably overdue even though surprising and hurtful
- Look for less volatile escalations
- Keep designing “Quality Facilities.” ***It will be worth it in the long term!***

Further Reading & Information

- An excellent article: “A Definitive Examination of the Price of Steel” from “AIArchitect” 12/2004 is available on-line:
http://www.aia.org/aiarchitect/thisweek04/tw1203/1203bp_steel.htm
- National Clearinghouse for Educational Facilities (NCEF)
http://www.edfacilities.org/rl/construction_costs.cfm

MARCH

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
MARCH 07, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 9:00 AM on March 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 9:01 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. The motion carried five (5) to zero (0).

CONSENT AGENDA

1. **Minutes:** Consideration of a request for approval of Board Minutes for regular meeting held February 21, 2005, work session held February 21, 2005, and special meeting held February 28, 2005

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. Morris Wood Lane B. Pin Oak Knoll

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

3. **Chatham County Board of Social Services Expansion of Board:** Consideration of a request to approve a request from the Chatham County Board of Social Services to expand their board from three to five members

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

4. **Mowing Contract:** Consideration of a request to approve contract for mowing services for the 2005 growing season, attached hereto and by reference made a part hereof.

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

5. **Funds Acceptance for Health Department:** Consideration of a request to accept funds in the amount of \$5,606.91 awarded to the Health Department's Environmental Health Division from the NC Division of Environmental Health

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

6. **Funds Acceptance for Health Department:** Consideration of a request to accept funds in the amount of \$10,300 from the Family Resource Center for the Health Department's Family Planning Program

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

7. **Funds Acceptance for Health Department:** Consideration of a request to accept funds in the amount of \$420 awarded to the Health Department by the NC Department of Public Health

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

8. **Animal Control Program Software:** Consideration of a request to approve the utilization of \$8,500 to purchase software needed for the Animal Control Program

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

END OF CONSENT AGENDA

PUBLIC INPUT SESSION

Brenda Turner, 449 Wall Road, Goldston, NC, thanked the Board for the opportunity to explain the need of taxpayers to have the information necessary to make informed decisions about the correctness and uniformity of their property tax base. She stated that she was not asking for intervention in her tax valuation; that she is asking that the "Property Tax Card" be incorporated into every valuation change notice; that an itemization is standard business practice; that the Water Department separates basic usage from additional usage and shows pricing by category; that one's knowledge of changes from the Water Department does not exceed the need of like information for their property tax base of every business transaction, whether financial (bank statements), medical (doctor's visits, lab tests), insurance (liability, comprehensive), etc; that only the Tax Department offers "All tax assessment records are open to public inspection."; that this one sentence is at the bottom of the last page on the green tri-fold sheet; that she would assume that this meant that she would find her 2005 valuation is set at \$380,000, which she already knows; that since February 10th when she found out about the property tax card from an appraiser (not the Tax Department), she has not found one person other than Mac Nevens, appraiser, who has seen or know that an itemized schedule of their value is available; that this includes her sister-in-law, Lola Allen Gibbs, who has worked in the law office of Moody, Williams & Roper for forty-four years where she uses the tax records for estate work but has never seen or known of this itemized statement; that when she showed her neighbor their 2004/2005 property tax card, they were pleased that the mobile home site valued on the 2004 card was now removed on the 2005 card, but wondered how many years they had paid tax on a site they never had.

She continued by stating that Schedule 5, the fifth schedule presented at her March 1st informal interview originally scheduled with "Teresa", was given to Mr. McCarthy, an outside consultant from Lincolnton, NC who was brought in to handle industrial/commercial property interviews; that she asked if he was also doing residential interview to find that she was his only residential; that this might have been beneficial; that he listened for 1 ½ hours following her plentiful and complete support; that Schedule 5 contains only her file copies that she requested as her right on February 10th; that the message sent back was that everyone was too busy, that Ms. Horton would bring them the next morning at their 10:00 AM meeting at her house with Mr. Harris who represented the state appeal; that there was no time to study so the tax cards sat on the side table while she gave her argument based on costs and fee for a one-month old house.

She distributed copies of Schedule 5 and explained the specifics of each page. She stated that she presented an analysis schedule to Mr. McCarthy of hers and four adjacent properties and found a range of percentage increases in FMV from 6% to 101% on open acres; that he stopped her to show him her backup and she had already attached the five sets of Property Tax Cards to his schedule; that only the cards allow one to analyze for uniformity

which the green tri-fold states "The most important point to remember is that the primary goal of reappraisal is uniformity."; that she understands that the Board of Commissioners oversee the Tax Department; that she has presented examples of extreme carelessness, what she thinks is a valid question of ethics in procedure based on her experience, and a policy of disclosure that while not physically closing the door to public information, in reality has effectively not provided the information necessary to achieve their goal of uniformity.

She asked the Board to oversee good government practice to require the Property Tax Card to be printed with all notices of tax base change as necessary information to property owners to allow an informal judgment of the correctness of their valuations and the means to correct if warranted.

Chairman Morgan asked Ms. Turner if she would be willing to serve as an alternate on the Chatham County Board of Equalization and Review.

Ms. Turner expressed her willingness to do so.

Board of Equalization and Review Appointments:

Commissioner Emerson moved, seconded by Commissioner Outz, to appoint Herbert Gaines, 4284 Siler City Glendon Road, Bear Creek, NC, and Brenda Turner, 449 Wall Road, Goldston, NC as alternates to the Board of Equalization and Review. The motion carried five (5) to zero (0).

Junius Terrell, 1319 Old Lystra Road, Chapel Hill, NC, stated that he was present to defend his property rights, the safety of his family, and his neighborhood; that on October 18th, the Board passed a resolution to authorize a complete stranger to move into their area to control their neighborhood; that he has created complete havoc; that he thinks that the Board members were deceived by the application; that it wasn't checked out properly; that he led the Board to believe in his sworn testimony that there would be no more than one truck per hour; that he has observed the traffic during which one one-hour period, there were thirty-one trucks; that for 2 ½ hours that day, there were sixty-two dump trucks; that it has created a real safety issue; that the ordinance states (15.1) "In considering an application for a conditional use permit, the Board of Commissioners shall give due regard that the purpose and intent of this ordinance shall be served, public safety and welfare secured, and substantial justice done."; that the complete reverse has happened; that they are afraid to drive out of their driveway; that his wife is fearful for him to walk in the woods to observe the place; that he has misled the Board; that he thinks that it is time for the Board to rescind the authorization; that the applicant said that the application was a conditional use granted in the 1990's when the dirt was sold out of the place; that this is untrue; that Mr. Megginson explained that the Board had no jurisdiction over that; that the applicant said that the site was for temporary use; that five years is not temporary; that he said that there were large depressions and pits left; that this was untrue as stated in the letter from the NC Department of Transportation; that he claimed that it was at a level of 510 feet across the area; that he knows that it never was having lived there for thirty years; that they have now been authorized to build up the elevation for 11 ½ acres; that he indicated that Old Lystra Road was capable of handling 12,000 vehicles per day; that this is untrue as stated in the letter from the NC Department of Transportation; that he said that due to minimal proposed traffic and operation at site for applicant's use only, no adverse impact to surrounding property is anticipated; that he is not a real estate agent; that he engaged a real estate appraiser to look at the property; that he contacted Mr. Emerson from his hospital bed as he could not attend the hearing by the Planning Board and told them that the appraisal was coming; that he wrote a letter to the Board requesting that they defer the issue at the meeting so that the report would be in; that he left the hospital early to get the report in, but the board refused to accept it; that if they had not planned to accept the appraisal, they knew it was coming and he should have been informed to save the costs he incurred; that the letter that Lynn Richardson sent out indicating the time of the hearing states that "Written comments are encouraged and will be copied by the staff and distributed to all board members for consideration prior to a decision on the request."; that if there were no intentions to follow the letter, it has a misstatement and should be removed.

Attorney Gunn stated that the case was heard in superior court the prior week; that the judge upheld the decision by the Board of Commissioners.

Mr. Terrell stated that Mr. Moser has breached the rules; that the Board of Commissioners has every right to rescind their decision if they have the courage to do so; that specific authorization for the driveway stated 300 feet from the eastern line; that the driveway is only 192 feet; that this has been reported to the Planning Director's office; that he thinks it is time for the Board to act; that the application was filed on September 2, 2004; that the letter was mailed on the 3rd setting up the hearing; that he was out-of-town; that when he called and was sent the application, he had only three-four days to study it; that that was impossible to do within that length of time; that the issue was rushed through; that Mr. Moser misled the Department of Transportation; that he has created a terrible situation; and that he feels if Mr. Moser had told the Board that there would be 75-100 trucks per day, it would not have been approved.

He further stated that the court had given the County's attorney thirty days notice to file a complete record; that it was filed ten days late; that the judge said that it was ok to accept it; that by looking at the complete record, he found it was incomplete; that it did not include his letter requesting a postponement and stating that Mr. Craig's letter would be coming in; that he asked the Clerk why she had left it out and why it was late; that she responded that the County Attorney handles all of it; that he doesn't understand what is going on; that he is afraid that someone is going to be killed; that he doesn't understand why the permit was granted for five years; that there are enough problems to withdraw the approval; and that he feels it is time that the Board faces Mr. Moser about misleading them and rescind the application.

Keith Megginson, Planning Director, stated that this is more of an enforcement action than the actual request by Mr. Moser to get it approved; that they have had calls from Mr. Terrell as well as neighbors in the area regarding operations; that some have sent e-mails which he has forwarded to Mr. Moser so that he would be aware of the concerns; that it is a situation where in the conditional use, conditions of Mr. Moser's permit were stated; that they have found nothing at this point to start fining him for violations; that there were various things that he stated generally as to how his business operates as to where he works, hours of operation, etc.; that it is their position that those were general statements about his operations; that they do not see, at this point, that it is a violation of the conditions of the permit; that it is a fine line between juggling how far afield he goes from the general nature of his operations to something that the Board saw to grant; that with regard to the driveway, it is a matter of moving it from the top of the hill where the original driveway was located to where there is a horizontal curve and getting it in between the two at the safest location; that the approval was for approximately 300 feet; that there is no stake to exactly locate the corner; that they do not see any benefit in making him move the driveway; that it appears that the most the driveway could be moved is twenty-five feet further away from Mr. Terrell's property; that they have a copy of the approved commercial driveway where it is now located; that they looked at their records and do not find anything regarding the number of vehicles on the permit; that they asked DOT if it was based on the number of vehicles and were told that it was not; that it is a safety location situation; that the road is not rated for a certain weight, therefore it is not a weight restricted road; that it is approved for five years; that, hopefully, if he operates beyond his time limit for each day, it will shorten the number of years that he will be there.

The Planning Director stated that Mr. Moser had stated that most of the trucks would be traveling down Highway #15-501 as method of access to the property instead of coming down Old Lystra Road; that Mr. Moser got a job at Meadowmont that he didn't know that he was going to be getting; that the shorter distance to get to Meadowmont is coming down Old Lystra Road; that it is a matter of putting more traffic on heavily traveled Highway #15-501 which is under construction or to travel a shorter distance to get to the property; that he felt like the shorter distance exposed fewer people to the traffic dangers of trucks; that they are building the berms, but they have to get the dirt in order to build the berms.

Chairman Morgan stated that he felt the Board was limited as to what they could do if Mr. Moser was conforming to the permit.

Mr. Terrell stated that Mr. Moser has proven unreliable; he hopes that the Board won't rely on him another five years; that there was nothing in the record to indicate that the Board members who voted for the resolution had visited the site before it was approved.

Chairman Morgan stated that he had visited the site twice before the matter was voted on.

Commissioner Barnes stated that he had visited the property three times in the last two weeks; that he had counted the trucks; that there was one truck in under two minutes; that there were approximately thirty trucks per hour and 240 trucks per day; that the traffic situation is tough; that he personally owns dump trucks and tractor trailers; that Old Lystra Road is not adequate for this type of traffic; that he sat on the shoulder of the road and then moved when a couple of trucks came in because he wasn't comfortable sitting there; that the trucks come in hot and they have to get on brakes pretty hard; that the road is dusty and gravel; that the truck traffic is consistent and constant; that he is unsure of the original agreement and legalities, but it is treacherous; and that he does not think that it is what the Board originally intended.

Connie McAdams, 597 Alston Chapel Road, Pittsboro, NC, stated that she is very much opposed to the proposed US #15-501 bypass around Pittsboro; that she understands that the project is primarily the jurisdiction of the Town of Pittsboro; that she is concerned that if the Board adopts the resolution that they are endorsing the US #15-501 bypass as the number one priority on the Town of Pittsboro list; that since most of the families who would be most directly affected by this proposed project have no voice in Pittsboro government, she hopes that the Board of Commissioners will stand up for the Chatham County citizens living in the Pittsboro ETJ and challenge this priority by not including it in the resolution.

She stated that the North Carolina Department of Transportation claims that this "corridor improvement" is needed because of the "congestion and unsafe conditions along Highway #15-501 in Pittsboro" and "many conflicts occurring between automobiles, trucks, and pedestrians in and around the traffic circle."; that although she disagrees with that assessment, even if it were true, many of the other projects listed in the joint resolutions could address these issues without spending \$68.5 million on seven miles of new pavement through what is now private property; that Item #2 on the TARPO list for Pittsboro could help relieve congestion on Highway #15-501 north of Pittsboro; that Item #3 and Item #6 could help reduce traffic in Pittsboro by allowing travelers to more easily bypass downtown Pittsboro by using the existing Highway #64 bypass and a newly improved Highway #87; that Items #4 and #5 could help relieve congestion on Highway #15-501 south of Pittsboro; that Item #1 on the CDHC MPO list could also help relieve congestion; that she believes that all of these smaller, less expensive, and more practical projects should be implemented before even considering using the right of eminent domain to force citizens to sacrifice their homes for the Highway #15-501 bypass.

She summarized by stating that she is fervently opposed to the implementation of the Highway #15-501 bypass for three reasons as follows: 1 Based on available data and her own observations, she doesn't believe it is needed or desired. 2) She thinks that the \$68.5 million estimated price tag for a two-lane road (about nine million dollars per mile) is excessive. 3) She thinks the individual cost to families and businesses around Pittsboro, to taxpayers of North Carolina, and to the environment greatly exceeds any small benefit the new road might provide. She stated that she was counting on the Board to protect the citizens of Chatham County, and the rural paradise she calls home by excluding the proposed Highway #15-501 bypass from the joint resolution the Board is considering. She thanked the Board for their consideration.

Commissioner Cross stated that these decisions must be weighted on what is best for the State, County, and a number of Chatham County citizens that will have to be dislocated.

Dorothy Hammett, 649 Meadow Branch Road, Pittsboro, NC, an active volunteer at the Chatham PTA Thrift Shops and a member of the board of directors stated that she was in attendance to ask permission to carry large discarded items from the thrift shops to the Chatham County collection centers.

She stated that the PTA Thrift Shop is a non-profit organization that gives all of its profits to the Chatham County Public Schools; that since 1984, the amount has totaled nearly \$3 million; that they are currently donating nearly \$300,000 per year to the schools; that local residents donate all of the merchandise sold in their stores; that these are items that could potentially be part of the waste problem but they are turning them into funds to benefit the

County students; that a considerable portion of the donations they receive are not sale quality items; that they pay for trash pickup at each store; that Cole Park and Pittsboro stores must pay for two large dumpster pickups each week; that they sell discarded clothing to a recycler; that this is profit made on items that would definitely be solid waste; that the primary source of their donations is drop boxes located at schools and parking lots in the County; that they cannot control the items left at the drop boxes; that they do receive large items at the boxes that should have been brought by the residents to the County Collection Centers; that an example is a couch with the upholstery stained or ripped; that if this item was left at the side of the road or just 100 feet from their drop box location, the County would have to deal with it; that they are currently required to take the items to the transfer station in Siler City; that they limit the number of paid staff at the stores to maximize the profits for the schools; that they cannot spare staff for the trip to the transfer station; that they rely on volunteers for this task; that these volunteers are the average citizens of Chatham County; that often a volunteer cannot easily be found to take items to the transfer station; that storage of these items at the stores is a nuisance and potential health hazard; that the items to the County Collection Centers would solve this problem; that they do not receive more than two items a week for most of the year; that staff would be able to handle most of the items since it is a short trip from the stores; and that it would be possible to recruit a volunteer more readily for the short trip. She asked that the stores be allowed to bring large discarded items to the County Collection Centers instead of the transfer station and thanked the Board for the opportunity to bring this concern before the Board.

Commissioner Cross stated that Waste Management had done research on this problem; that they had surveyed eight surrounding counties as to handle this problem; that if the County allowed this for one non-profit that it would have to allow it for all non-profits; that the County cannot afford to do that; that he believes that hauling would be thought of as part of the cost of operation.

Chairman Morgan reiterated Mr. Cross' comments adding that the items could be taken to the County Landfill and did not have to be taken all the way to the Siler City transfer station. He suggested that Ms. Hammett address her concerns to the Waste Management Advisory Board.

TRANSPORTATION IMPROVEMENT PROGRAM

Transportation Improvement Program: Consideration of a request to approve Transportation Improvement Program (TIP) 2007-2013 resolutions recommending projects to the Triangle Area Rural Planning Organization and Durham-Chapel Hill – Carrboro Metropolitan Planning Organization

Jason Sullivan, Planner, updated the Board on the Transportation Improvement Program (TIP) 2007-2013 and resolutions recommending projects to the Triangle Area Rural Planning Organization and Durham-Chapel Hill.

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt the **Joint Resolution #2005-09 in Support of Projects to be Included in the Transportation Improvement Program (TIP) 2007-2013 for Projects in Chatham County in the Triangle Area Rural Planning Organization**, with noted change, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0). With noted change

Commissioner Emerson moved, seconded by Commissioner Cross, to adopt **Resolution #2005-10 in Support of Projects to be Included in the Transportation Improvement Program (TIP) 2007-2013 for Projects in Chatham County in the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

FINANCE OFFICE

Fiscal Year 2004-05 Budget Amendments: Consideration of a request to approve Fiscal Year 2004-2005 Budget Amendments

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve fiscal year 2004-2005 budget amendments, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

BREAK

The Chairman called for a five-minute break.

BOARD AND COMMITTEES

Appearance Commission Appointments: Consideration of a request to appoint a member to the Appearance Commission by Commissioners Barnes (1)

Commissioner Barnes deferred his appointment to the Appearance Commission until a later date.

Board of Equalization and Review Appointments: Consideration of a request to appoint two (2) alternates to the Board of Equalization and Review

See Public Input Session above:

Cape Fear River Assembly Appointment: Consideration of a request to appoint/reappoint a member to the Cape Fear River Assembly by Commissioner Barnes (1)

Commissioner Barnes deferred his appointment until a later date.

The Board appointment to the Cape Fear River Assembly was deferred until a later date.

Housing Authority Appointment: Consideration of a request to appoint/reappoint a member (1) to the Housing Authority

An appointment to the Housing Authority was deferred until a later date.

Piedmont Conservation Council Appointment: Consideration of a request to appoint a member (1) to the Piedmont Conservation Council

An appointment to the Piedmont Conservation Council was deferred until a later date.

Recreation Advisory Board Appointment: Consideration of a request to appoint a member (1) to the Recreation Advisory Board

An appointment to the Recreation Advisory Board was deferred until a later date.

Adult Care Home Committee Appointments: Consideration of a request to appoint/reappoint a member to the Adult Care Home Committee by Chairman Morgan (1) and one appointment by the Board (1)

Chairman Morgan deferred his appointment to the Adult Care Home Committee until a later date.

An appointment to the Adult Care Home Committee was deferred until a later date.

BOARD OF COMMISSIONERS' MATTERS

Chatham County Sedimentation and Erosion Control Ordinance Introduction: First reading of the proposed Sedimentation and Erosion Control Ordinance; and set March 21, 2005 as the date on which to hold a public hearing on Chatham County Erosion and Sedimentation Control Program Ordinance

Renee Dickson, Assistant County Manager, explained that the Board had been talking about taking over administration of the State Sedimentation and Erosion Control Program for approximately two years; that funds were included in the current year budget to hire an

officer and being administration of the program locally; that the Board held a decision on the matter pending a decision about the program; that in anticipation of that, the County applied for the matching State funds to make certain that that option is viable for the upcoming budget; that the funds were approved; that in order to utilize the funds, the County has to have an ordinance adopted by April 1, 2005; that that puts the County under a time crunch; that the Board received a copy of the draft ordinance which is a model of the State's ordinance; that there is quite a bit of work to be done to finalize the ordinance before it is adopted; that she doesn't feel that the work can be completed before April 1st; that it would be decided that the ordinance would be introduced at the day's meeting, the public hearings held at the March 21, 2005 and April 4, 2005 meetings; and that the ordinance would be revised between now and July 1st and the process would be repeated; that this has to be done in order to meet the State's deadline. She asked if the Board wanted to take over local administration of the program.

Chairman Morgan stated that he thought that it was a consensus of the Board at the last year's budget process that the Board would look at this; and that there seems to be more than one person needed.

Holly Coleman, Environmental Health Supervisor, stated that there was a review of what the program would entail; that one of the main concerns, in any department, would be administrative back up; that with one Sedimentation Control Officer who did field work and plan review, there would not be any administrative support for collecting fees, doing paper work, etc.; that they decided that the request should be for one officer and one administrative support; that given the projected growth within the next five years, one officer may not be adequate.

Chairman Morgan stated that he didn't think that there was any doubt that the majority of the people think this service is needed and that he feels that the County would have much better control. He stated that the concerns were with regard to the fees to be able to compensate for the officer, administrative support, and possibly a second officer.

Commissioner Barnes stated that this issue was near and dear to his heart; that they are talking 1,500 acres per year for many years to come; that it may actually be larger than that; that he feels that the only mistake they have made in the Erosion Control Officer is that it hasn't already been done; that he doesn't feel one person is adequate; that having backup in the office is absolutely essential; that with the expected growth in the County, and that it is going to cost the County but that it needs to be done.

Commissioner Cross stated that he felt the County was behind in this area; that even though what the Board does now will not satisfy their needs, it will give them a start-up; and until additional officers can be added, the Board will have to set a priority list on where the disturbed property may cause the most harm.

Commissioner Emerson stated that he feels the Board should go ahead and set the date for the public hearing; and that he would request that the water conservation people receive a copy of the proposed ordinance so that they can make comments.

Commissioner Outz stated that he was all for saving the soil; that he cannot justify two people being involved at the beginning of the program; that he feels that whatever department they're based out of could provide at least quarter time support for the administrative position.

The Board heard the first reading of the Sedimentation and Erosion Control Ordinance after which Commissioner Emerson moved, seconded by Commissioner Outz, to set March 21, 2005 as the date on which to hold a public hearing on the Chatham County Erosion and Control Program Ordinance. The motion carried five (5) to zero (0).

The Chairman asked that the proposed ordinance be placed on the County web site for easy citizen access.

Telephone System for Department of Social Services: Consideration of a request to approve telephone system purchased with grant funds for the Department of Social Services

Chairman Morgan moved, seconded by Commissioner Cross, to award the bid to Nu-Vision for the Department of Social Services telephone system in the amount of \$105,267.51 with approximately \$69,000.00 to come from the CPS State Grant and remainder, approximately \$36,000.00, of the funding to be taken from DSS lapsed salaries. The motion carried five (5) to zero (0). The bid is attached hereto and by reference made a part hereof.

After discussion and by consensus, the Board agreed to further research the extended area telephone service from Siler City to Raleigh. Staff is to look further into the matter.

MANAGER' S REPORTS

The County Manager had no reports.

COMMISSIONERS' REPORTS

Fees for Low-Pressure Pipe Systems:

The Chairman stated that he was receiving a lot of calls with regard to having to pay \$300-400 per year for inspections on their low-pressure systems and that last year the County began charging a \$50 fee. He asked if they Board should just charge the fee every three years since it is inspected every third year. He stated that this sounds like "double dipping". He asked Ms. Coleman to explain further about the situation.

Ms. Coleman explained that the initial fee is what they pay their operator; that the State On-Site Wastewater Rules require that certain types of systems be monitored by the local health department and also that certain types of systems have a private operator operate the systems; that when they are saying that they are paying \$300-400, she is certain that they are talking about what their operator is charging them; that an individual can go to the special training and become their own operator; that the certification has to be maintained; that the \$50 per fee for the Low Pressure Pipe (LPP) Type Four Systems is what the Board adopted when the monitoring program was presented.

Chairman Morgan asked that if the operators are licensed by the State, could their evaluation not be accepted by the health department.

Ms. Coleman stated that operators are required to submit reports to the health department to be reviewed; that the same rule, The Rules for Sewage Treatment and Disposal Systems (15A NCAC 18A.1900) also require that the local health department conduct inspections every three years on Type Four Systems and every year or semi-annual basis on a Type Five (pre-treatment systems) at a cost of \$200 per year. She stated that there were approximately three hundred low-pipe systems in the County; that when they first started, 131 of them received delinquent letters from the Environmental Health Division because no one was monitoring their systems nor submitting reports on them; that they are scattered all over the County; that some they are just now finding; that only the LPPs that were approved after 1992 are required to have the operator or if it is an older LPP was has been repaired; and that there are a lot that they are still trying to find. Ms. Coleman reported that an offer to meet with owners of monitored systems was included in correspondence and that fewer than ten owners came to the office to meet with staff to discuss the new program. Ms. Coleman reported further that she, as program director, had only been contacted by two owners to discuss the new fee.

Ms. Coleman also stated that other avenues for fee collection could be considered, such as adding to the tax bills, charging the full fee every three years, etc.

Commissioner Emerson recommended that management and staff study the problem and return to the Board with a recommendation.

River Corridor Watershed Ordinance:

Commissioner Cross stated that the Williams Pond request for RA-90 density averaging includes some combination of gazebo-like structures, decks, and 400' buffers with variations in clearing; that this will result in better protection than the current zoning allows; that DENR disagrees that this will result in overall protection and states that the watershed should be held with the change denied; that DENR also suggests 800-1000' buffers with development being designed so as not to be visible by park users on the Lower Haw River State Natural Area; that if the County allows density averaging under the requested criteria, many other River Corridor properties may be affected (5 large parcels on the Rocky River above Siler City intake, 2 large parcels on Haw River above Pittsboro intake, 17 large parcels on Deep River/Cape Fear River above Sanford intake); that if the County relaxes the criteria, it only makes sense to strengthen the protection; that the resolution he presented last month as a proposed amendment to the watershed ordinance has criteria that falls between what the County has and what it requests and less than suggested by DENR; that it also has the approval of active citizens.

He suggested that the Board process Williams Pond without setting an uncertain precedent as follows: March 21, 2005 hold public hearing on the amendment, April 5, 2005 go to Planning Board for review and recommendation, April 18, 2005 the Board make a decision with regard to Williams Pond. He stated that this will also provide enough time for the developers to go back and provide evidence of minimum or no impact and for a peer review; and that to forego this action and make an exception for Williams Pond, without the proposed resolution, will in essence be threatening the viability of the Water Protection Ordinance for the benefit of "one month" delay in approving the project. He further stated that after the public hearing was held, Williams Pond developers changed their entire setup

Commissioner Cross moved to set March 21, 2005 as the date on which to hold a public hearing on the River Corridor Watershed Ordinance amendment, set April 5, 2005 as the date to which it goes to the Planning Board for review and recommendation, and to return to the Board of Commissioners for a decision on the ordinance amendment on April 18, 2005.

After considerable discussion, the County Manager asked that a decision on the matter be delayed until the General Statutes can be checked for advertising requirements.

Commissioner Cross withdrew his motion for clarification of advertising requirements.

Chatham School Needs vs. Funding:

Commissioner Cross stated that the County now has approximately twenty-two residential developments in build-out, approved, or on the table for approval somewhere in the area of nine thousand homes; that the Board and a \$103 million request from the Chatham County School Board that does not include Powell Place, River Oaks, Booth Mountain or Williams Pond; that he doubts that it includes Amberly (5,000 homes) or Stonewater (Cary) subdivisions that plan to bleed into Chatham County; that this needs assessment appears somewhat minimal; that the school impact fee, in place in late 1999, to date has generated only five million dollars in revenue; that balance in this account is 3.8 million dollars; that the loan debt service on the \$103 million is plus or minus ten million dollars annually; that he sees two possible options to obtain financing: 1) **Bond** referendum with County-wide vote to coincide with municipal elections this fall; 2) **Certificate of Participation (COPS)** – loans within authority of the Board of Commissioners with no vote required; that the Board has three possible options to generate debt service revenue: 1) **1% Land Transfer Fee** - tax on all real property purchases within the County (not yet authorized by the General Assembly); 2) Increase **School Impact Fees**- tax on new residential construction. This can be done either with a higher impact fee County-wide or on a graduated scale by school districts based on district needs. 3) **Increase Real Property Taxes** – County-wide. Generating revenue for plus/minus ten million in debt service will require plus/minus \$.18 in tax rate increase (\$588,000=\$.01); that his preference, in both cases, is option #1; that the bond referendum would allow citizen participation in this decision; that whatever option he chooses, he desires this to be an "all inclusive loan package."; that 1% Land Transfer Fee , a decision by the General Assembly, will surely be made by the fall vote

and is clearly the best option and worth waiting for; and that he realized that the Board needs to move forward, but since there has been a ten-year wait, what is waiting eight more months. He stated that he supported the statement, "People tend to support best that which they help create".

The County Manager stated that this item would be part of the afternoon Work Session.

Residential Moratorium:

Commissioner Cross stated that he had no desire to restrain local developers, builders or real estate professionals' ability to do business, but that he feels it is time for this discussion; that he has major concerns of just how residential development is going to pay for the services and capital improvements the County must already provide. He provided a list of facts and needs and stated that revising the application process, clearing up a few ordinances, communicating with the neighbors and nailing down where the revenue is coming from would greatly enhance the County's ability to smoothly process future proposals. He stated that he does not want to see a full moratorium on residential development, but limiting the number of homes per development, for a period of time, while the Board organizes and answers some hard questions, appears prudent to him.

This item will be discussed at a later date.

Chatham-Orange Boundary Line:

Commissioner Outz stated that a man had called him regarding approximately one hundred acres of land on which his family has paid property taxes on for seventy-five to one hundred years; that Orange County wants to claim sixty acres for their tax base; and that this is one of the ones on the line that has been disputed for some time.

The County Attorney stated that the Legislature passed some action during the last session fixing the county lines with the approval of the Chatham and Orange County Boards.

Mountaineer Poultry Farms:

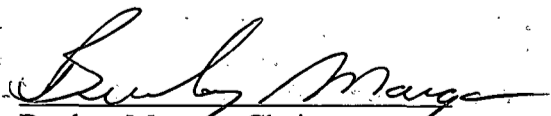
Commissioner Outz asked about the situation with Mountaineer Poultry and if a letter had been written to the State.

Chairman Morgan explained that the Mountaineer officials had brought some information to the County Attorney showing that they had all of their applications with the State.

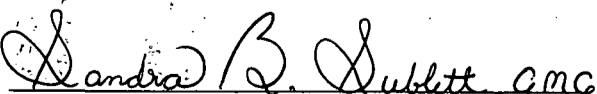
The County Attorney stated that they had made their applications; that they have a "pump and haul" permit; and that they have a letter from the Fayetteville district office stating that the "pump and haul" (while it is only good for six months) would be reissued provided Mountaineer lives up to their obligations and are actively pursuing a permanent solution to the matter.

ADJOURNMENT

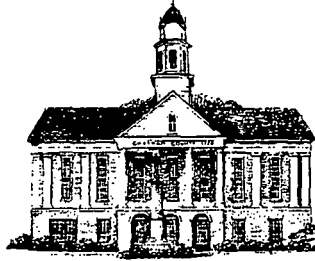
Commissioner Emerson moved, seconded by Commissioner Cross, to adjourn the regular meeting to the scheduled work session. The motion carried five (5) to zero (0), and the meeting was adjourned at 11:47 AM.


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

March 8, 2005

Mr. James Sears, Chair
North Carolina Social Services Commission
325 N. Salisbury Street
Raleigh, NC 27603

Dear Mr. Sears:

The Chatham County Board of Commissioners adopted a resolution at their meeting on March 7, 2005 expanding the Chatham County Board of Social Services from three to five members. The effective date for establishing the five-member board is July 2005.

According to G.S. 108A-5, whenever a county board of commissioners decides to expand a three-member board of social services to a five-member board, the Social Services Commission shall appoint an additional member for a term expiring at the same time as the term of the existing member appointed by the board of commissioners. The term of the existing member appointed by the Chatham County Board of Commissioners expires on June 30, 2007. I am requesting that the North Carolina Social Services Commission appoint a new member to the Chatham County Board of Social Services and that this new appointment be effective July 1, 2005 and expire on June 30, 2007.

If you have questions or need additional information, please contact John Tanner, Director of the Chatham County Department of Social Services. He may be reached at 919-542-2759 or PO Box 489, Pittsboro, NC 27312.

Thank you for your assistance in this matter.

Sincerely,

Bunkey Morgan, Chairman
Chatham County Board of Commissioners

c: Betty F. Wilson, Social Services Board Chair
John T. Tanner, DSS Director
Charlie Horne, County Manager

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

CONTRACT AMENDMENT

This document extends the Contract dated April 1, 2004 between Roger Kidd Lawn Maintenance, 1224 Silk Hope Gum Spring Road, Pittsboro, North Carolina and Chatham County for the services of mowing the Building & Ground areas and Water Utility areas identified in the bid document.

This amendment extends the contract for a one year period and is effective from March 15, 2004 to November 2005. All conditions in the original contract will remain the same. The original mowing rates continue for duration of this contract amendment.

Roger Kidd Date: 3-22-05
Roger Kidd Lawn Maintenance

CHATHAM COUNTY

By: Berley May Date: _____
Chairperson, Board of Commissioners

ATTEST:

Dandra B. Sublett
Clerk, Board of Commissioners

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

Vicki McConnell Date: 3/23/05
Finance Officer

Approved as to form and legality.

Robert H. [Signature] Date: 3/29/05
County Attorney

BUILDING AND GROUNDS MOWING AREAS

Group #1

****please Note****

This group has some sites restrictions.

LOCATION	ADDRESS	FREQUENCY ESTIMATE	PER MOWING	Hours Available for Mowing
COURTHOUSE CIRCLE	9 Hillsboro St. Pittsboro	WEEKLY	\$40.00	Daylight hours Monday to Saturday
COURTHOUSE ANNEX/ GOVERNMENT COMPLEX	12 East St. Pittsboro	WEEKLY	\$40.00	Parking Areas - After 5:00 PM, or Saturday
AGRICULTURE BUILDING	45 South St. Pittsboro	WEEKLY	\$40.00	Parking Areas - After 5:00 PM, or Saturday
DUNLAP BUILDING	80 East St. Pittsboro	WEEKLY	\$40.00	Parking Areas - After 5:00 PM, or Saturday
GAINEY/ BEARD HOUSE	70 South St. Pittsboro	WEEKLY	\$65.00	Parking Areas - After 5:00 PM, or Saturday
LAW ENFORCEMENT CENTER / EOC BUILDING	295/297 West St. Pittsboro	WEEKLY	\$180.00	Parking Areas - After 5:00 PM, or Saturday
SOCIAL SERVICES / NON PROFIT BUILDING	73/102 Camp St. Pittsboro	WEEKLY	\$40.00	Parking Areas - After 5:00 PM, or Saturday
CHATHAM COUNSELING	40 Camp St. Pittsboro	WEEKLY	\$40.00	Parking Areas - After 5:00 PM, or Saturday
SILER CITY HEALTH DEPT.	1000 S. Tenth St. Siler City	WEEKLY	\$55.00	Parking Areas - After 5:00 PM, or Saturday
SILER CITY OFFICE BUILDING	1105 E. Cardinal St. Siler City	WEEKLY	\$40.00	Parking Areas - After 5:00 PM, or Saturday
PITTSBORO LIBRARY	158 West St. Pittsboro	WEEKLY	\$40.00	Daylight hours Monday to Saturday
ANIMAL CONTROL CENTER	725 Landfill Rd. Pittsboro	WEEKLY	\$40.00	Daylight hours Monday to Saturday
BYNUM BALL PARK	Thompson Rec. Rd. Bynum	AS NEEDED	\$80.00	Daylight hours Monday to Saturday
Child Support Office	West Chatham St.	Weekly	\$40.00	Parking Areas - After 5:00 PM, or Saturday
Future Office Buildings (2 Adjacent yards)	South Street	As Requested	\$65.00	Daylight hours Monday to Saturday

NOTE: The Recreation Dept. will notify the contractor (2) days prior to mowing the Bynum Ball Park. During extreme drought periods the mowing frequency at all locations may be reduced.

**WATER UTILITY MOWING AREAS
Group #2**

LOCATION	ADDRESS	FREQUENCY	ESTIMATE / PER MOWING
WATER TREATMENT PLANT (WTP)	290 BEAVER CREEK RD. APEX	EVERY TWO WEEKS	\$ 140.00
NORTH CHATHAM TANK	GOV.CLUB	EVERY TWO WEEKS	\$ 40.00
JACK BENNETT TANK	JACK BENNETT & US-501	EVERY Two WEEKS	\$ 40.00
BYNUM BOOSTER STA.	THOMPSON REC. RD.	EVERY TWO WEEKS	\$ 40.00
BYNUM WWTP	BYNUM	EVERY TWO WEEKS	\$ 40.00
MONCURE TANK	WATER TOWER RD. MONCURE	EVERY TWO WEEKS	\$ 40.00
BONLEE TANK	BONLEE	EVERY Two WEEKS	\$ 40.00
HARPER'S X-RD. TANK	HARPER'S X-RD	EVERY TWO WEEKS	\$ 40.00
BENNETT TANK	BENNETT	EVERY TWO WEEKS	\$ 40.00
MAINT. SHOP	LANDFILL RD.	EVERY TWO WEEKS	\$ 40.00
Goldston Pump Station	Main Street & Old US 421 Intersection	EVERY TWO WEEKS	\$ 40.00
Nature Trail Water Tanks	Tower Hill Lane (near Carolina Meadows)	EVERY TWO WEEKS	\$ 40.00

- (A) MOWING TO BE ACCOMPLISHED FROM mid-March UNTIL late November ALL TANK SITE
- (B) AREAS ARE APPROXIMATELY 200' X 200'.
- (C) BUSH HOGGING IS REQUIRED AT THE LAGOON AREA OF THE WTP.
- (D) IN SOME CASES DURING EXTREME RAINY PERIODS THE FREQUENCY MAY INCREASE AT SOME SITES. IT IS EXPECTED THAT THE CONTRACTORS PER MOWING PRICE WOULD BE IN EFFECT.
- (E) DURING EXTREME DROUGHT PERIODS THE MOWING FREQUENCY MAY BE REDUCED.

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

CONTRACT AMENDMENT

This document extends the Contract dated April 15, 2002 between Phil Marsh d/b/a/ G. G. Marsh and Sons, 1204 Greensboro Avenue, Siler City, North Carolina and Chatham County for the services of mowing the Waste Management properties identified in the bid document.

This amendment extends the contract for a one year period and is effective from March 15, 2004 to November 2005. All conditions in the original contract will remain the same. In addition, the amended cost allowed and signed on March 22, 2004 will continue to be the allowable rate for duration of this contract amendment.



Date: 3-23-05
PHIL MARSH, d/b/a G.G. MARSH & SONS

CHATHAM COUNTY
By: 
Date: _____
Chairperson, Board of Commissioners

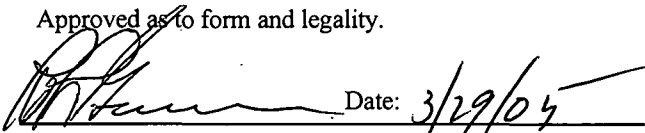
ATTEST:


Clerk, Board of Commissioners

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


Date: 3/23/05
Finance Officer

Approved as to form and legality.


Date: 3/29/05
County Attorney

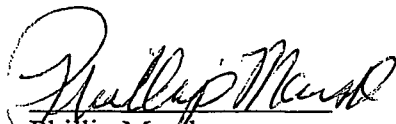
GG MARSH LANDSCAPING

PROPOSAL FOR CHATHAM COUNTY'S WASTE MANAGEMENT DIVISION'S LAWN CARE NEEDS MARCH 2004 - NOVEMBER 2004

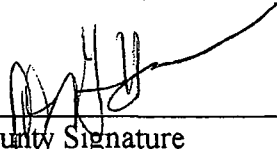
Due to the increasing fuel costs, GG Marsh Landscaping would like to propose a five-dollar increase per center per cut. We have enjoyed a good working relationship with the County and wish to continue to do so. Below is our new price proposal for March 2004 through November 2004.

<u>Center Name / Area</u>	<u>Current Price</u>	<u>Proposed Price</u>
Asbury	\$61	\$66
Bennett	\$61	\$66
Bonlee	\$101	\$106
Cole Park	\$101	\$106
Crutchfield X-roads	\$61	\$66
Goldston	\$61	\$66
Hadley	\$61	\$66
Harper's X-roads	\$61	\$66
Martha's Chapel	\$61	\$66
Moncure	\$61	\$66
Pittsboro	\$101	\$106
Siler City	\$101	\$106
WMD Admin & Facilities	\$140	\$145

Thank you for your consideration and your business. Your signature below indicates your agreement to the proposed fee increase.


Phillip Marsh

3-11-04
Date


County Signature

3/24/04
Date

**JOINT RESOLUTION IN SUPPORT OF PROJECTS TO BE INCLUDED IN THE
TRANSPORTATION IMPROVEMENT PROGRAM (TIP) 2007-2013 FOR
PROJECTS IN CHATHAM COUNTY IN THE
TRIANGLE AREA RURAL PLANNING ORGANIZATION**

Chatham County Board of Commissioners
Town of Goldston Board of Commissioners
Town of Pittsboro Board of Commissioners
Town of Siler City Board of Commissioners

Whereas, the North Carolina Board of Transportation, every two years, develops a Transportation Improvement Program that identifies transportation projects over the next seven years; and

Whereas, the North Carolina Board of Transportation requests candidate projects be submitted by local jurisdictions for the 2007-2013 Transportation Improvement Program update; and

Whereas, the Transportation Improvement Program provides an opportunity to develop multi-modal facilities and services throughout Chatham County and its' incorporated jurisdictions; and

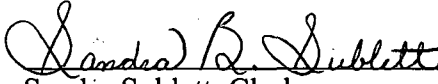
Whereas, the Chatham County Board of Commissioners, Town of Goldston Board of Commissioners, Town of Pittsboro Board of Commissioners, and Town of Siler City Board of Commissioners work cooperatively to encourage interconnected transportation facilities; and

Now, Therefore, Be It Resolved by the Chatham County Board of Commissioners, Town of Goldston Board of Commissioners, Town of Pittsboro Board of Commissioners, and Town of Siler City Board of Commissioners that:

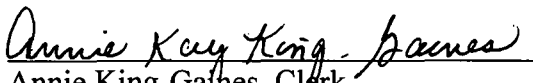
1. The attached list of transportation projects for each jurisdiction is considered for inclusion into the 2007-2013 Transportation Improvement Program.
2. Transportation projects listed in the 2006-2012 Transportation Improvement Program continue to be supported.

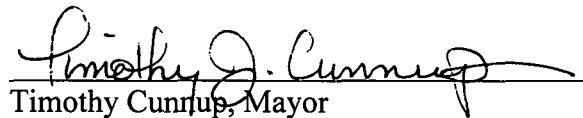
Respectfully Adopted, this the 7th day of March, 2005.

Attest:

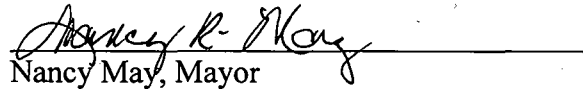

Sandra Sublett, Clerk

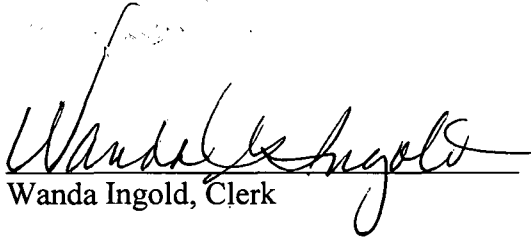

Bunkey Morgan, Chair
Chatham County Board of Commissioners



Annie King-Gathes, Clerk


Timothy Cunrup, Mayor
Town of Goldston Board of Commissioners


Alice Lloyd, Clerk


Nancy May, Mayor
Town of Pittsboro Board of Commissioners


Wanda Ingold, Clerk


Charles L. Turner, Mayor
Town of Siler City Board of Commissioners

**CHATHAM COUNTY LIST OF TRANSPORTATION PROJECTS
CONSIDERED FOR INCLUSION IN THE
2007-2013 TRANSPORTATION IMPROVEMENT PROGRAM**

The transportation priority candidate list is divided into three sections and each section is prioritized as indicated. The first section includes projects within the Town of Pittsboro's planning jurisdiction. The second section includes projects within the Town of Siler City's planning jurisdiction. The third section includes projects in Chatham County, excluding the Town of Pittsboro and Town of Siler City planning jurisdictions and Durham-Chapel Hill-Carrboro Metropolitan Planning Organization.

TOWN OF PITTSBORO PROJECTS

1. US 15-501 proposed Pittsboro by-pass, two lanes on a multi lane right of way.
2. US 15-501N (Hillsboro Street) widening to provide continuous turn lane with curb, gutter and sidewalk on west side from Launis Street to SR 1599 (Rock Springs Cemetery Road).
3. NC 87 widening by adding two feet to each lane from US 64 Bypass to SR 1516 (Old Graham Road).
4. US 15-501S (Sanford Road) widen bridge over Robeson Creek.
5. US 15-501S (Sanford Road) widen to provide continuous turn lane from Robeson Creek to NC 87.
6. NC 87-NC902 widen bridge over Robeson Creek.
7. US 64 Business install traffic signal at JA Farrell Street.
8. US 15-501N (Hillsboro Street) install traffic signal at Park Drive.

TOWN OF SILER CITY PROJECTS

1. R-3325, Siler City Airport to US 421 Bypass Connector: Two lanes on new location (2.1 mile) from SR 1107 (West Third Street) to SR 1006 (Old US 421 North). Widen pavement and shoulders on SR 1100 (Airport Road) (2.3 mile) and SR 1362 (Piney Grove Church Road) (1.1 mile). Improve north/west travel and improve access to Siler City Municipal Airport.
2. R-3617, Siler City Southeast Inner Loop: Two lanes on new location (2.3 mile) from SR 2113 (South Chatham Avenue) to US 64 (West Eleventh Street). Improve south/east travel and improve access to proposed Elementary School.

3. SR 2208 (South Second Avenue) Sidewalk: From SR 2110 (Alston Bridge Road) to Chatham Middle School (0.9 mile). Provide safe walking path for local residents and students at Chatham Middle School.
4. County Industrial Park: Construct an interchange at the intersection of US 421 Bypass/ SR 2110 (Alston Bridge Road). Construct an access road off of US 64. Improve access to County industrial park.
5. US 64 (West Eleventh Street) Sidewalk: From SR 1317 (Greensboro Avenue) to Perry Avenue (0.7 mile). Extend sidewalk and provide safe walking path for new residents.
6. SR 1006 (West Raleigh Street) Sidewalk: From Lakewood Dr to George St (0.3 mile). Extend sidewalk and provide safe walking path for new residents.
7. US 421 Bypass/ US 64 Interchange: Add street lighting to entrance and exit ramps.
8. Loves Creek Greenway Trail: Connect Bray Park to Jordan Matthews High School (0.5 mile). Connect parks with schools.
9. SR 1107 (East Third Street) Sidewalk: From Forth Avenue to US 64 (0.8 mile). Extend sidewalk from Central Business District to US 64 and provide safe walking path.

TOWN OF GOLDSTON PROJECTS

1. Widen shoulders and make safety improvements to SR 2306 (Goldston Carbonton Road) from SR 2303 (Goldston Glendon Road) to NC 42.
2. Improve Old US 421, which includes SR 1176 (Ralph Sipe Road), N. Main Street, and SR 2333 (S. Main St.) between US 421.

CHATHAM COUNTY PROJECTS OUTSIDE OF THE TOWN OF PITTSBORO AND SILER CITY'S PLANNING JURISDICTION AND DURHAM-CHAPEL HILL-CARRBORO METROPOLITAN PLANNING ORGANIZATION

1. Widen NC 751 from two lanes to four lanes with bike lanes from US 64 to the Durham County Line. This project has also been included in the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization candidate project list.
2. Construct an interchange at the intersection of US 421 and SR 2110 (Alston Bridge Road). This will provide improved access to property owned by Chatham County for an industrial park.

3. Widen shoulders on NC 87 from the US 64 Bypass to the Alamance County line. This project would be a continuation of project 3 listed in the Town of Pittsboro's priority list, which is to widen NC 87 from US 64 Bypass to SR 1516 (Old Graham Road).
4. Widen and add bicycle lanes to SR 1972 (Pea Ridge Road) between SR 1011 (Old No. 1) and SR 1008 (Beaver Creek Road). SR 1972 (Pea Ridge Road) is a bicycle route on the Chatham County Bicycle Map prepared by the NCDOT Division of Bicycle and Pedestrian Transportation.
5. Widen 15-501 from 2 lanes to 4 lanes with bicycle lanes from the proposed 15-501 Pittsboro Bypass (TIP Project R-2628) to the existing 4 lane section in the City of Sanford.

**RESOLUTION IN SUPPORT OF PROJECTS TO BE INCLUDED IN THE
TRANSPORTATION IMPROVEMENT PROGRAM (TIP) 2007-2013 FOR
PROJECTS IN CHATHAM COUNTY IN THE
DURHAM-CHAPEL HILL-CARRBORO
METROPOLITAN PLANNING ORGANIZATION**

Whereas, the North Carolina Board of Transportation, every two years, develops a Transportation Improvement Program that identifies transportation projects over the next seven years; and

Whereas, the North Carolina Board of Transportation requests candidate projects be submitted by local jurisdictions for the 2007-2013 Transportation Improvement Program update; and

Whereas, the Transportation Improvement Program provides an opportunity to develop multi-modal facilities and services throughout Chatham County and its' incorporated jurisdictions; and

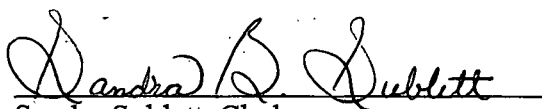
Whereas, Chatham County is as a member of the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization and works cooperatively to encourage interconnected transportation facilities regionally; and

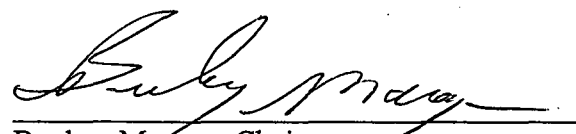
Now, Therefore, Be It Resolved by the Chatham County Board of Commissioners that:

1. The attached list of transportation projects are considered for inclusion into the 2007-2013 Transportation Improvement Program.
2. Transportation projects listed in the 2006-2012 Transportation Improvement Program continue to be supported.

Respectfully Adopted, this the 7th day of March, 2005.

Attest:


Sandra Sublett, Clerk


Bunkey Morgan, Chair
Chatham County Board of Commissioners

**CHATHAM COUNTY LIST OF TRANSPORTATION PROJECTS
CONSIDERED FOR INCLUSION IN THE
2007-2013 TRANSPORTATION IMPROVEMENT PROGRAM
FOR THE DURHAM-CHAPEL HILL-CARRBORO
METROPOLITAN PLANNING ORGANIZATION**

1. Establish a bus route from Pittsboro to Chapel Hill with a park and ride lot on US 15-501.
2. Widen NC 751 from two lanes to four lanes with bicycle lanes from US 64 to the Durham County Line. Although the DCHC MPO 2030 Long Range Transportation Plan lists this project as post-years, increasing vehicular and bicycle traffic necessitate improvements prior to 2030. This project has also been included in the Triangle Area Rural Planning Organization (TARPO) candidate project list.
3. Safety improvements to Jack Bennett Road (SR 1717), between US 15-501 and Lystra Road (SR 1721), and Lystra Road (SR 1721), between US 15-501 and Farrington Point Road (SR 1008). The improvements include widening shoulders and improving several curves. Jack Bennett Road and Lystra Road between Jack Bennett and Farrington Point Road are identified as Bicycle Routes on the Chatham County Bicycle Map prepared by the NCDOT Division of Bicycle and Pedestrian Transportation.
4. Increase the length of turn lanes at North Chatham Elementary School on Lystra Road (SR 1721).
5. Increase the length of turn lanes at Perry Harrison Elementary School on Hamlets Chapel Road (SR 1525).

**BUDGET AMENDMENTS
FISCAL YEAR 2004-2005**

Addition to/Reduction of Funds

<u>Account Number</u>	<u>Department</u>	<u>Line Item</u>	<u>Revenue</u>	<u>Expense</u>	<u>Explanation</u>
01000003445010	Sheriff	Safe Start-Social Worker	429		Federal Fiscal Year First Quarter Expense
01030105036118	Sheriff	Safe Start-Social Worker		429	Reimbursement for Safe Start Social Worker
01000003970000	DSS	Appropriated Fund Balance	7,325		Rollover Amendment from FY 2004
01053107036309	DSS	Program Integrity		7,325	Program Integrity Funds
01000003427101	DSS	DSS-Federal	4,627		Crisis Intervention Prevention Funds
01053117036326	DSS	Crisis Intervention Allocation		4,627	Funding Authorization # 4
			<u>12,381</u>	<u>12,381</u>	

Total Additional Funding to General Fund	12,381
Additional General App. Fund Balance	7,325
Total FY 05 General App. Fund Balance	2,779,221

**BUDGET AMENDMENTS
FISCAL YEAR 2004-2005**

Special Revenue Funds

<u>Account Number</u>	<u>Department</u>	<u>Line Item</u>	<u>Revenue</u>	<u>Expense</u>	<u>Explanation</u>
02132323970000	E-911 Wireless	Appropriated Fund Balance	440,453		Matching Budget Ordinance Totals to Actual Fund Totals
02132325026101	E-911 Wireless	Future Use		440,453	
03800003010100	Bells Annex Fire District	Taxes-Current Year	200		Bells Annex Commission
03800005025038	Bells Annex Fire District	Contracted Services-Commission		200	
03900003010100	Bennett Fire District	Taxes-Current Year	150		Bennett Commission
03900005025038	Bennett Fire District	Contracted Services-Commission		150	
04000003010100	Bonlee Fire District	Taxes-Current Year	150		Bonlee Commission
04000005025038	Bonlee Fire District	Contracted Services-Commission		150	
04100003010100	Central Chatham Fire District	Taxes-Current Year	250		Central Chatham Commission
04100005025038	Central Chatham Fire District	Contracted Services-Commission		250	
04200003010100	Circle City Fire District	Taxes-Current Year	350		Circle City Commission
04200005025038	Circle City Fire District	Contracted Services-Commission		350	
04300003010100	Goldston Fire District	Taxes-Current Year	300		Goldston Commission
04300005025038	Goldston Fire District	Contracted Services-Commission		300	
04400003010100	Hope Fire District	Taxes-Current Year	200		Hope Commission
04400005025038	Hope Fire District	Contracted Services-Commission		200	
04600003010100	North Chatham Fire District	Taxes-Current Year	1,500		North Chatham Commission
04600005025038	North Chatham Fire District	Contracted Services-Commission		1,500	
04700003010100	Parkwood Fire District	Taxes-Current Year	1,000		Parkwood Commission
04700005025038	Parkwood Fire District	Contracted Services-Commission		1,000	
04800003010100	Staley Fire District	Taxes-Current Year	50		Staley Commission
04800005025038	Staley Fire District	Contracted Services-Commission		50	
04900003010100	West Sanford Fire District	Taxes-Current Year	100		West Sanford Commission
04900005025038	West Sanford Fire District	Contracted Services-Commission		100	
			<u>444,703</u>	<u>444,703</u>	

**BUDGET AMENDMENTS
FISCAL YEAR 2004-2005**

Transfers from Reserve

<u>Account Number</u>	<u>Department</u>	<u>Line Item</u>	<u>Revenue</u>	<u>Expense</u>	<u>Explanation</u>
02817124026627	MIS	Equipment Capital Reserve		(6,719)	Computer Equipment for Animal Control,
02817124058510	MIS	Transfer to General Fund		6,719	Waste Management, Garage, and Utilities
01000003918528	MIS	Transfer from Equipment Reserve	6,719		
01021104079010	MIS	Capital Outlay		6,719	
			<u>6,719</u>	<u>6,719</u>	



SALES AGREEMENT

This is to acknowledge receipt of your order pursuant to the following terms. Nu-Vision Technologies (hereinafter referred to as the "Seller"), with it's Corporate Office located at 6000 New Horizons Boulevard, Amityville, NY 11701 does accept and acknowledge the order from: Chatham County Department of Social Services (hereinafter referred to as the "Buyer")

Buyer Information:

Customer Contact: Jody Moore
Phone #: 919-545-8464
A/P Contact: Nancy Beal
E-Mail Address: Nancy.Beal@ncmail.net

Buyer's Ship To Address:

102 Camp Drive
Pittsboro, NC 27312

Seller Information:

Sales Contact: James R. Shelby
Phone #: 919-674-2308
Project Manager: William Angrilla
Phone #: 919-674-2303
Mail Address: William.Angrilla@nuvt.com

Buyer's Bill To Address:

P.O. Box 608
12 East Street
Pittsboro, NC 27312

1. AGREEMENT: Nu-Vision Technologies will provide and install the equipment listed under Schedule A "Equipment".

2. INSTALLATION- IMPLEMENTATION: The system will be installed at 102 Camp Drive, Pittsboro, NC. The Buyer will secure all necessary consents and rights-of-way for Nu-Vision Technologies' access to install the system at the Buyer site. Buyer acknowledges and agrees that Nu-Vision Technologies may, in its discretion, arrange with subcontractors for the construction, installation of cable, wiring and system placement. The "Delivery Date" is the date that Nu-Vision Technologies delivers the Products to the Client's location. The "In-Service Date" is the date that Products are substantially in operation in accordance with the manufacturers standard specifications. Orders installed by Nu-Vision Technologies shall be deemed accepted (Acceptance Date) on the In-Service date, unless the Customer provides Nu-Vision Technologies written notice within Five (5) business days of the Acceptance Date that the product does not operate according to Specifications, with a list of discrepancies. Upon receipt of such notice, Nu-Vision Technologies will take such reasonable steps to correct any such defects and provide Notice to Client when operating in substantial accordance with the applicable Specifications (i.e., a New Acceptance Date). This process shall repeat until no further notice of defects is received by Nu-Vision Technologies within five (5) business days of the New Acceptance Date.

3. PRICE AND PAYMENT TERMS: System Purchase Price: \$103,349.21

- Payment Terms: 50 / 40 / 10 (See *Payment Schedule* Below)

OR

- Lease Provider (Lessor): _____ Agreement #: _____

Payment Schedule:

Buyer shall make payment of the System Purchase Price on the following Schedule:

\$ 51,674.60	50% Upon Agreement Execution
\$ 41,339.68	40% Upon Equipment Delivery
\$ 10,334.93	10% Upon Acceptance, as defined

If additional labor or equipment is needed, it will be billed at the time such work is done, or at the completion of the project, whichever comes first. Any additional labor that is not part of the original scope of work will be billed at prevailing rates from 8am-5pm Monday through Friday and time and a half for weekends and after 5pm on weekdays.

All prices are exclusive of federal, state, and local taxes. Buyer shall be responsible to pay when due all applicable sales, and or, use tax, unless appropriate tax-exempt or resale certificates are provided.

Buyer may, upon payment to Nu-Vision Technologies of an appropriate deposit, assign its rights to purchase under this Agreement to a third party lease financing organization ("Lessor") on terms and with documentation which are acceptable to Nu-Vision Technologies. Any such lease documentation shall include the agreement of either Buyer or Lessor to make progress payments to Nu-Vision Technologies in accordance with the above payment schedule prior to the Lessor's purchase of the system. Nu-Vision Technologies will credit the deposit and the progress payments against the system price paid by the Lessor.

CUTOVER DATE: The estimated cutover date will be: July 29, 2005

5. BUYER REQUIREMENTS PRIOR TO INSTALLATION

The Buyer will provide space to install the system, which is environmentally sound and meets the installation specifications of the system. The Buyer will insure that the work environment is free of any hazardous materials or unsafe conditions as may be defined by OSHA, the EPA or other governmental entities. The Buyer will provide the necessary electrical connections to the Rectifier system as well as any other Peripheral devices. The Buyer will also provide a suitable base in which the system can be grounded to. The Buyer will provide full access to the premises for the installation, place & test of all telephones during normal business hours and any after hour requirements. Once the system is shipped onsite, the Buyer assumes full responsibility for all equipment and ensures its safety. Buyer will maintain adequate insurance against fire, theft or other loss and name Nu-Vision additional insured. Title to equipment will not pass to Buyer, and Buyer agrees that the equipment is, and shall remain, personal property, not a fixture, whatever it's mode of attachment to company's premises, until all amounts due under this Agreement, including change orders, are paid in full for such particular equipment. The Buyer is responsible for any radio interference, which may be caused by other equipment housed in the area. The room layout must be approved by Nu-Vision Technologies' Engineering Department. The only electrical connection Nu-Vision Technologies assumes responsibility for is from the Rectifier to the PBX system.

6. TRAINING: At no additional charge, Nu-Vision Technologies shall provide its standard end-user-training program on the station equipment. Additional training is available, on certain product lines, at Nu-Vision Technologies' New York training facility.

7. WARRANTY & MAINTENANCE SERVICE: The warranty period of the system is for the duration of the set forth by the manufacturer, from the date of purchase. Additional years of maintenance can be purchased at the signing of contract, see below. Otherwise, a maintenance contract can be purchased following the warranty period at the prevailing rate. The Warranty/Maintenance will cover any defects in material or workmanship in accordance with the manufacturer's specifications. If the equipment fails do to the above, Nu-Vision Technologies will replace or repair defective parts and provide the labor, shipping and handling charges of the failed components. Maintenance does not cover the repair or replacement of Battery Backup Systems, which will be covered under a separate manufacturer's warranty. Warranty/Maintenance will not cover any damages, defects or malfunctions or service failures which are caused by the environmental conditions of the room, modifications or repairs performed by a personnel other than Nu-Vision Technologies or its authorized agents unless approved by Nu-Vision Technologies, misuse, mis-handling, neglect, improper storage, improper servicing or improper operation of the system, fire, flood, lightning or other acts of god, acts of war or terrorism, or similar events. If the Buyer requests Nu-Vision to complete repairs during the warranty/maintenance period necessitated by excluded causes outlined above, Nu-Vision will charge it's standard Time and Material rate together with shipping and handling charges related to performing such repairs. Nu-Vision Technologies makes no warranties expressed or implied including any warranties of merchant ability of fitness for a particular purpose. Nu-Vision Technologies sole responsibility of warranty/maintenance will be for equipment only and will not be responsible for any result of the equipment not functioning.

8. LIMITATION OF LIABILITY: NU-VISION TECHNOLOGIES WILL NOT BE LIABLE TO BUYER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM BUYER'S USE (OR INABILITY TO USE), OR A THIRD PARTY'S UNAUTHORIZED USE, OF THE SYSTEM OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT. INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR OTHER EQUIPMENT FAILURE OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER NU-VISION TECHNOLOGIES OR ITS SUBCONTRACTORS HAD BEEN ADVISED OF SUCH POSSIBILITY.

SECURITY: NU-VISION TECHNOLOGIES IS NOT RESPONSIBLE FOR SECURITY OF BUYERS SYSTEM/NETWORK INCLUDING BUT NOT LIMITED TO VIRUS PROTECTION, TOLL FRAUD, HACKING, MIS-USE OR ABUSE OF ANY PART OF THE SYSTEM/NETWORK BY ANY USER, AUTHORIZED OR UNAUTHORIZED TO ACCESS THE SYSTEM/NETWORK.

9. RESTRICTIVE COVENANTS: Each party agrees not to solicit and hire any employee or contractor of the other party who has directly been involved in the Services of this Agreement without the prior written consent of such party. Each party's obligations under this Section 9 shall continue for a period of one (1) year after completion of the services.

10. GOVERNING LAW: This Agreement shall be construed and interpreted in all respects in accordance with the laws of the State of North Carolina. The parties agree that the exclusive jurisdiction for all actions or claims, which may arise under, in relation to, or as a result of this Agreement shall be the state and/or federal courts located within the State of North Carolina.

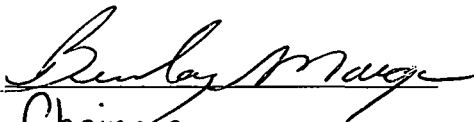
COSTS: Losing Party will pay all of Nu-Vision Technologies costs or expenses, including reasonable attorneys and collection fees, which are incurred in an effort to enforce this agreement.

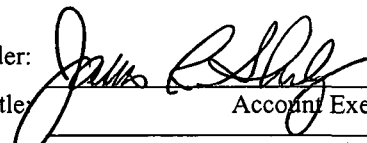
12. RESTOCKING FEE: In the event the buyer cancels this sales agreement after the equipment has been ordered from manufacturer, and/or labor has been expended, that portion of the cancelled order will be subject to a restocking and handling charge for the equipment and labor.

13. Patent Liability: Company acknowledges and agrees that the products contain patented or patentable inventions, trade secrets, copyrights, and other intellectual property rights owned or controlled by the manufacturer, and the manufacturer shall continue to be the sole owner of all Intellectual Property Rights with respect to the Products.

IN WITNESS WHEREOF, Buyer and Nu-Vision Technologies have entered into this Agreement, as indicated by the signatures of their authorized representatives below:

Check One: UCC Filing Will Be Made UCC Filing Will Not Be Made

Signature of Buyer: 
Title: Chairman
Date: March 07, 2005
Buyer PO#: _____

Signature of Seller: 
Title: Account Executive
Date: 5/17/2005



SCHEDULE A OF "EQUIPMENT"
Chatham County Department of Social Services

Qty.	Description
2	ICS VS PIMMD (UA)
1	IP STARTER 8 SEAT SYSTEM PKG-B
2	NEAX IPS DMR SYSTEM PKG-A
2	PN-8COTS
2	PN-8LCAA
1	PN-8COTQ
2	PN-4LCAA
18	PN-8DLCP
1	KEY KEEPER (FD)
1	NEAX 2000 IPS DOCUMENTATION CD
4	LT-64 PORT
1	RS-NORM-4S CABLE-A
1	PWR CABLE-A
2	48-TW-0.7 CONN CABLE
2	RS RVS-4S CA-C
1	SPN-24PRTA-C
1	SPN-APOOB MRC-E(AP)
1	SPN-4RSTC (AP)
3	INT BATTERY
3	HANGER ASSEM (UL)
1	PN-CP15
1	ADTRAN CSU
102	DTR-4D-1 (BK)
2	DTR-16D-2 (BK)
2	DCR-60-1 (BK) CONSOLE
11	DTERM SERIES I NEAX2000 IPS U.
1	DTERM IP FOR NEAX2000 IPS U.G.
2	DESI NAME LABEL FOR WINDOWS SO
1	DESI DT(X)-16D-1/IT(X)-16D-2/3
1	DESI LABEL DCR-60-1 (MS) (25 P
6	DESI LABEL IT(X)-4D-3 (MS)
1	AD64, OS+SP4 S/W & UTIL.
1	NEAXMAIL 7 SLOT PCI EXPANSION
1	'17" DELL COLOR MONITOR'
1	AD-64, DELL GX280
1	AD-40/64 & REP EXT MODEM
3	4 PORT D/4 PCI VOICE BOARD
5	5-SEAT UNFIED MESSAGING
1	AD-64 S/W LICENSE, 12 PORT

- 4 AD-64 USER REFERENCE CARDS (25
- 2 R-PIM 1 SITE LICENSE
- 1 PZ-24IPLA
- 2 ITR-4D-3 (BK)
- 2 AC-2R
- 1 MAT CA-T
- 1 TAPIT 2000 S/W
- 2 24 port, 10/100 Catalyst Switch, Standard Image only
- 2 Power Cord,110V
- 2 8x5xNBD Svc, C2950: 24 port 10/100 autosense/autonego
- 2 48 10/100 and 2 1000BASE-SX uplink ports, Standard Image
- 2 Power Cord,110V
- 2 SMARTNET 8X5XNBD 48 10/100 and 2 1000
- 3 1841 bundle w/WIC-1DSU-T1-V2, IP Base, 32FL/128DR
- 3 Power Cord,110V
- 3 SMARTNET 8X5XNBD 1841 bundle w/WIC-1D
- 1 PIX 506E Chassis (Chassis, Software, 2 FE Ports)
- 1 Power Cord,110V
- 1 PIX v6.3 Software for the PIX 506E Chassis
- 1 PIX 506E 3DES/AES VPN/SSH/SSL encryption license
- 1 Cisco VPN Client Software (Windows, Linux, Solaris)
- 1 8x5xNBD Svc, PIX 506E (Chassis, software, two 10BaseT
- 4 SMARTPRO 1500VA 2U RM 120V DB9 USB LINEINT
- 1 24 10/100 ports w/2 1000BASE-SX ports, Standard Image only
- 1 Power Cord,110V
- 1 8x5xNBD Svc, 24 10/100 ports w/2 1000BASE-SX ports, S
- 3 MM Fiber Duplex
- 1 GE SFP, LC Connector SX Transceiver

TOTAL COST: \$103,349.21

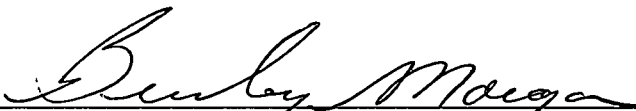
Signature of Buyer: 
 Title: Chairman
 Date: March 07, 2005

Exhibit C

CUSTOMER SOFTWARE LICENSE AGREEMENT

This Customer Software License Agreement is between Nu-Vision Technologies, an authorized NEC America, Inc. ("NECAM") Associate or Authorized Reseller (hereinafter "LICENSOR") and Chatham County D.S.S., (hereinafter "LICENSEE").

1. DEFINITIONS

- 1.01 "CPU" means a central processing unit in the System or SubSystem as described by the Software License Attachment. (Schedule A)
- 1.02 "Computer Program" means any instruction or instructions in object-code format for controlling the operation of a CPU.
- 1.03 "Licensed Product" means:
- a: The Computer Program furnished hereunder to the LICENSEE as set forth on Schedule A attached.
 - b: The Computer Program manuals, documentation and any other material for the licensed Computer Program.
 - c: (i) "PBX" as used herein shall mean hardware Products as designated in the attached NEAX[®] 2400 and NEAX[®] 2000 Products Appendices. (ii) "Applications" as used herein shall mean computer software which resides and is executed outside of the PBX hardware Products.

THE TERM "LICENSED PRODUCT" DOES NOT MEAN OR INCLUDE THE SOURCE CODE FORMAT FOR THE COMPUTER PROGRAM SET FORTH ON SCHEDULE A.

THE TERM "LICENSED PRODUCT" CAN REFER TO OR INCLUDE THE AIMWorX[®] Manager (Core Application) OR ALL AIMWorX MODULES FOR ALL OF THE TERMS OF THIS "CUSTOMER SOFTWARE LICENSE AGREEMENT", EXCEPT THAT THOSE AIMWorX PROGRAMS THAT ARE OF VERSION 4.0 OR EARLIER ARE SPECIFICALLY EXCLUDED FROM THE TERMS OF THE "LIMITED WARRANTY AND REMEDIES" IN SECTION 3 BELOW. PLEASE REFER TO SECTION 6.02 FOR THE AIMWorX LIMITED WARRANTY AND REMEDIES. SECTION 3 BELOW DOES APPLY TO AIMWorX AND ALL OF ITS MODULES WHEN THAT AIMWorX VERSION IS 4.5 OR HIGHER.

2. GRANT OF RIGHTS

- 2.01 LICENSOR hereby grants the LICENSEE, and the LICENSEE hereby accepts, a personal, non-transferable and non-exclusive right to use the Licensed Product on one (1) CPU at a time, or a single system where multiple CPU's are provided in the configuration set forth on Schedule A, solely for its internal business purposes. The LICENSEE understands that the Licensed Product furnished to the LICENSEE is furnished solely for use in conjunction with the related hardware Licensed Products sold by LICENSOR to LICENSEE. The LICENSEE has no right to use the Licensed Product so furnished on any CPU other than that such CPU or for any purpose not specified herein.
- 2.02 No right, title or interest to the intellectual property in the Licensed Product is hereby transferred to the LICENSEE, except as expressly granted herein.
- 2.03 The LICENSEE shall not transfer possession of the Licensed Product, nor any rights conferred herein to any third party, except to a third party who acquires title to the LICENSEE'S related hardware Licensed

Products, provided such transferee has executed and provided to NECAM, a signed copy of this Agreement and has tendered to NECAM, the then current license transfer fee.

- 2.04 LICENSEE hereby assures LICENSOR that LICENSEE does not intend to, and will not knowingly, without prior written consent, if required, of the Bureau of Export Administration of the United States Department of Commerce, Washington D. C. 20230, transfer or transmit, directly or indirectly, the Licensed Product to Cuba, Libya or any country listed in Group D:1 of Supplement No. 1 to Part 740 of the Export Administration Regulations, or to any other country to which such transmission is restricted by such Regulations. This Assurance shall remain in effect even after the expiration date (if any) of this License Agreement.
- 2.05 LICENSEE hereby agrees that it shall not reverse compile, disassemble, alter, add to, delete from, or otherwise modify the Licensed Product, except to the extent that such modification capability is an intended feature of the Licensed Product.

3. LIMITED WARRANTY AND REMEDIES

- 3.01 a: For a period of fourteen (14) months from date of shipping to the LICENSEE'S site specified in Schedule A, LICENSOR warrants that the PBX software will conform to published performance specifications applicable as of the date of this Agreement and will be free from defects in workmanship, under normal use and service, when correctly installed and maintained.

b: For a period of one hundred fifty (150) days from date of shipping to the LICENSEE'S site specified in Schedule A, LICENSOR warrants that the Applications software will conform to published performance specifications applicable as of the date of this Agreement and will be free from defects in workmanship, under normal use and service, when correctly installed and maintained.

c: As to other software products, LICENSOR warrants for the applicable period specifically set forth on NECAM's Web Page at <http://www.cng.nec.com>, that such software will conform to published performance specifications applicable as of the date of this Agreement and will be free from defects in workmanship, under normal use and service, when correctly installed and maintained.

- 3.02 LICENSOR'S liability for any Licensed Product which is shown to be defective during its warranty period is limited to:

- a: replacing the Licensed Product or part thereof with a functionally equivalent Licensed Product or part,
b: repairing the Licensed Product, or
c: issuing credit for the Licensed Product

The choice of which of the above warranty remedies to utilize concerning any particular Licensed Product shall be LICENSOR'S.

- 3.03 In the event that any Licensed Product is shown to be defective during the warranty period, the LICENSEE, who purchased or leased such Licensed Products, shall:

a: notify LICENSOR or any other Authorized NECAM Associate or Authorized Reseller providing service to LICENSEE promptly in writing of any claims,

b: provide LICENSOR or such other Authorized NECAM Associate or Authorized Reseller and/or NECAM, with an opportunity to inspect and test the Licensed Products claimed to be defective, and

c: (if repair or replacement of the Licensed Product is selected) return the Licensed Product to LICENSOR or such other Authorized NECAM Associate or Authorized Reseller or NECAM, in accordance with instructions provided.

- 3.04 The above warranty excludes coverage for Licensed Products which were installed, repaired or maintained by an unauthorized service provider or which were subjected to misuse, abuse, improper installation or application, improper maintenance or repair, alteration, accident or negligence in use, improper temperature, humidity or other environmental condition (including, but not limited to, lightning or water damage), storage, transportation or handling, unless caused by NECAM or its authorized representative.
- 3.05 THE LICENSED PRODUCT WARRANTY CONTAINED IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO PREVENTION, DETECTION OR DETERRENCE OF TOLL FRAUD, COMPUTER VIRUSES OR OTHER UNAUTHORIZED OR IMPROPER USE OF THE SOFTWARE PRODUCTS.
- 3.06 LICENSOR's liability for any Licensed Product malfunction, shall be limited to performing one of the remedies specified herein, provided that the malfunctioning Licensed Product is covered by the applicable warranty. LICENSOR and LICENSEE hereby agree that if such limitation is declared invalid by a court of competent jurisdiction, then LICENSOR'S liability shall be limited solely to a U.S. dollar amount equal to the cost of the malfunctioning Licensed Product to the LICENSEE. These remedies shall be exclusive and shall be the LICENSEE'S sole remedies against LICENSOR or NECAM, or any of its affiliates, Associate or Authorized Resellers or suppliers for Licensed Product malfunction.

4. INFRINGEMENT

- 4.01 In the event of a claim or suit against LICENSOR and/or LICENSEE alleging (a) the License Products and/or services as sold or licensed by NECAM infringe any patent issued by or copyright registered in the country in which the Licensed Products or services were sold to LICENSOR, NECAM shall defend LICENSOR and/or LICENSEE to the extent the claim or suit concerns such infringement, provided LICENSOR and/or LICENSEE gives NECAM prompt notice of such claim or suit and continuous cooperation in such defense.
- 4.02 In any claim or suit against LICENSOR and/or LICENSEE that is defended by NECAM pursuant to paragraph 4.01, NECAM shall control the defense, shall pay all litigation costs, including reasonable attorney's fees incurred by NECAM in such defense, and shall indemnify LICENSOR and/or LICENSEE for all damages awarded by a court or settlement payments approved by NECAM, provided the LICENSOR has incorporated in its agreement with the LICENSEE the warranty exclusions and liability limitations provided for in this Agreement.
- 4.03 If, in any claim or suit against LICENSOR and/or LICENSEE that is defended by NECAM pursuant to paragraph 4.01, as a result of a court order not subject to further appeal or a settlement approved by NECAM, LICENSOR is enjoined or otherwise prevented from selling or LICENSEE is enjoined from using the Licensed Products or services sold by NECAM, NECAM, at its option, may (a) procure for LICENSOR the right to continue selling or for LICENSEE the right to continue using the Licensed Products or services, (b) replace or modify the Licensed Products or services to avoid infringement, or (c) repossess the Licensed Products or discontinue the services in exchange for a refund of the depreciated value of the Licensed Products or services. NECAM's option selected under this paragraph shall be LICENSOR's and/or LICENSEE's sole remedy for any prospective effects of any court order or settlement.
- 4.04 NECAM's total cumulative liability under paragraphs 4.02 and 4.03 shall be limited to the price paid to NECAM by LICENSOR for the Licensed Products and/or services together with payment of all litigation costs, including court awarded damages and settlement payments, as provided for in paragraph 4.02.

4.05 Notwithstanding any other provision of this Section, NECAM shall not be obligated to defend and shall not be liable for costs or damages awarded in any claim or suit for infringement in which (a) the Licensed Products were made or services were rendered by NECAM pursuant to specifications supplied by LICENSOR and/or LICENSEE, or (b) the alleged infringement is based on use by LICENSOR and/or the LICENSEE, without NECAM's permission, of the Licensed Products as sold by NECAM in combination with another item not sold by NECAM, where the alleged infringement arises from the combination or from practice of a method made possible by the combination, or (c) the alleged infringement is based on the Licensed Products as modified by LICENSOR and/or LICENSEE without NECAM's written permission.

5. **TERM AND TERMINATION**

5.01 This Agreement shall take effect on the date Licensed Product is shipped by NECAM, and shall remain in effect until terminated as provided below.


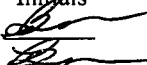

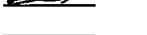
5.02 If the LICENSEE should breach any of its obligations under this Agreement, LICENSOR may (in addition to any other remedies available at law or in equity) terminate this Agreement upon written notice to LICENSEE.

5.03 Upon termination of this Agreement, the LICENSEE shall immediately discontinue the use of the Licensed Product and shall return all copies of the Licensed Product to LICENSOR.

6. **MISCELLANEOUS**

6.01 This Agreement, including the addenda listed below, sets forth the entire Agreement and understanding between the parties. Neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized representative of the party to be bound thereby.

The following Addenda/Schedules are a part of this Agreement:

Addenda/Schedules	Licensor Initials	Licensee Initials
<u>Schedule A</u>		
<u>Schedule B</u>		

6.02 **AIMWorX PROGRAMS OR VERSION 4.0 OR EARLIER HAVE THE FOLLOWING LIMITED WARRANTY AND REMEDIES. LICENSOR SELLS THE AIMWorX PROGRAMS IN AN "AS IS" CONDITION. AIMWorX PROGRAMS ARE NOT SUPPORTED BY ANY WARRANTY FROM LICENSOR OR NECAM, AND ARE SPECIFICALLY EXCLUDED FROM SECTION 3 ABOVE. LICENSEE SUPPORT, INCLUDING SOFTWARE UPDATES, IS PROVIDED VIA THE MANDATORY LICENSEE PURCHASE OF THE ANNUAL SOFTWARE SUPPORT AGREEMENT FROM LICENSOR AND THAT SEPARATE SOFTWARE SUPPORT CONTRACT SHALL GOVERN THE SUPPORT COVERING THE AIMWorX PROGRAMS. THIS LIMITED WARRANTY AND REMEDIES DO NOT APPLY TO AIMWorX VERSIONS 4.5 AND HIGHER. SECTION 3 DOES APPLY TO AIMWorX VERSIONS 4.5 AND HIGHER.**

6.03 **IN NO EVENT SHALL LICENSOR OR NECAM, OR ANY OF ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR SIMILAR DAMAGES, SUCH AS (BUT NOT LIMITED TO) "DOWNTIME", EXCESS COSTS OR LOST BUSINESS REVENUES RESULTING FROM A LICENSED PRODUCT MALFUNCTION FROM**

UNAUTHORIZED OR IMPROPER USE OF LICENSED PRODUCT INCLUDING BUT NOT LIMITED TO TOLL FRAUD OR COMPUTER VIRUSES OR FROM LOSS OF USE OF LICENSED PRODUCT DUE TO INFRINGEMENT CLAIMS.

7. STATISTICAL INFORMATION

NECAM requests that the LICENSEE complete the Statistical Information contained within that section on Schedule A to this Agreement. This information may be used by NECAM for marketing purposes.

WHEREFORE, the parties hereto have executed this Agreement through their authorized representatives.

LICENSOR: MyVision Technologies
BY: James R. Shelby
NAME: James R. Shelby
TITLE: Account Executive
DATE: 5/31/05

LICENSEE: Bunkey Morgan
BY: Bunkey Morgan
NAME: Bunkey Morgan
TITLE: Chairman
DATE: March 07, 2005

SCHEDULE A

NEC AMERICA, INC.
SOFTWARE LICENSE ATTACHMENT
NEAX PBX AND APPLICATION SOFTWARE

Licensed to Customer: _____
City _____ St _____ Zip _____

Product Location : _____
(if different) _____
City _____ St _____ Zip _____

Customer Contact: _____
Phone Number: () _____
Fax Number: () _____
Email: _____

Licensee Signature: _____
Printed Name: _____
Title: _____
Date: _____
License Serial Number: _____
Other: _____

Licensed from: _____
(NECAM, _____
Authorized Associate or City _____ St _____ Zip _____
Authorized Reseller) _____
PBX Product Name: _____
Feature Package: _____
PBX Licensed Capacity: _____
Other Information: _____

Additional PBX Locations and Software Applications

Stock Number Description Capacity

(If additional space is needed, please attach separate sheet.)
Please specify location if different from above

MARKET SEGMENT CODE: _____ (See attached list for codes.)

LICENSOR hereby certifies that the end-user has signed the NECAM approved Software License Agreement, or an agreement containing substantially equivalent terms as mandated by Exhibit C or the hardware and software warranty sections of the Associate Agreement or Authorized Reseller Agreement. LICENSOR further certifies that there have been no material modifications to the warranty and limitation of liability provisions of such Agreement. LICENSOR acknowledges that NECAM has the right to require submission of the signed end-user agreement for its records.

SCHEDULE B

[Customer] hereby acknowledges that the use and operation of any intentional radiator equipment requiring a Part 15.311 FCC label and subject to UTAM clearing fees, the operation of which makes use of any part of the unlicensed personal communications services ("UPCS") frequency spectrum ("UPCS Radiating Part"), is subject to FCC rules and regulations and UTAM requirements and instructions with respect to interference to licensed fixed microwave facilities and to the relocation of any such UPCS Radiating Part. [Customer] agrees that [its] use or operation of any UPCS Radiating Part shall comply with all rules, regulations, requirements and instructions.

NECAM shall not be responsible for the failure of any NEAX Integrated or Adjunct Wireless Products to conform to published specifications, which failure is attributable to environmental or structural causes beyond NECAM's control. Each Agreement between ASSOCIATE OR AUTHORIZED RESELLER and an end-user shall include an analogous disclaimer in a form satisfactory to NECAM

Market Segments

(A) HOSPITALITY & ENTERTAINMENT

Hotels
Motels
Entertainment
Casinos
Amusement
Recreation
Travel

(B) HOSPITAL & HEALTHCARE

Hospitals
Clinics
Institutions
Health Maintenance
Health Services
Nursing Services
Doctors

(C) EDUCATION & INSTITUTION

Colleges
Universities
Vocational Schools
Private Institutions
Specialty Schools
Educational Services
Public Education

(D) LEGAL & PROFESSIONAL

Legal Services
Architects
Accounting
Engineering
Public Relations
Advertising

(E) GOVERNMENT & MUNICIPALITY

Federal
State
County
City
Local

(F) BANKING & FINANCE

Commercial Banks
Savings & Loans
Investment
Insurance
Financial Services
Brokers

(G) RETAIL & TRADE

Department Stores
General Merchandisers
Local Retailers
Discount Department
Wholesale
Commercial Services
Catalog Retailers
Groceries & Pharmacies

(H) REAL ESTATE & DEVELOPMENT

Commercial
Residential
Rental/Tenant
Contractors
Developers
Title Services
Farming

(I) MANUFACTURING & INDUSTRY

Heavy Industry
Light Manufacturing
Production
Assembly
Fabrication & Refining
Printing

(J) TRANSPORTATION & UTILITIES

Natural Materials
Utilities
Trucking
Railroad
Airline



1917 Evans Road
Cary, NC 27513
888-350-2400
919-678-1081
919-678-1089 fax

February 22, 2005

Chatham County DSS
Jody Moore
Director
102 Camp Drive
Pittsboro, NC 27312

Dear Jody,

Thank you for allowing Nu-Vision Technologies the chance to help you and Chatham County DSS with its telecommunication requirements and support services.

On the following pages you will find two proposals, per your request. The first one will be for the new telephone system and data infrastructure to support the main site, 2 remote users, and the Annex building. This has also been configured with the idea that we will be adding the other two remote locations at a later date. The second quote is an adjusted response to the RFP, with the new phones counts, and equipment that we discussed. This includes all the data and voice equipment per the RFP, with the idea of connecting all three sites via a mesh network as proposed.

Upon review, if you should have any questions or require additional information please feel free to contact me directly at my office (919) 674-2308 and/or email at James.Shelby@nuvt.com. Thank you for the opportunity to submit this proposal, we look forward to working with you on this project.

Sincerely,

James R. Shelby
Account Executive



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102 Camp Drive, 2 remote users & Annex Building

Telephone Equipment

Part No.	Qty.	Description
150018	1	ICS VS PIMMD (UA)
150056	1	IP STARTER 8 SEAT SYSTEM PKG-B
150114	2	PN-8LCAA
150116	1	PN-8COTQ
150223	9	PN-8DLCP
150441	1	KEY KEEPER (FD)
150538	1	NEAX 2000 IPS DOCUMENTATION CD
150629	1	LT-64 PORT
151004	1	RS-NORM-4S CABLE-A
151008	1	PWR CABLE-A
151013	1	48-TW-0.7 CONN CABLE
151021	2	RS RVS-4S CA-C
151231	1	SPN-24PRTA-C
151254	1	PZ-24IPLA
151258	1	SPN-APOOB MRC-E(AP)
151267	1	SPN-4RSTC (AP)
151301	2	INT BATTERY
151373	2	HANGER ASSEM (UL)
120222L2	1	ADTRAN CSU

Station Equipment Costs

Part No.	Qty.	Description
780031	65	DTR-4D-1 (BK) TEL
780047	2	DTR-16D-1 (BK) TEL
188295	7	DTERM SERIES I NEAX2000 IPS U.
770431	2	DESI NAME LABEL FOR WINDOWS SO
780060	2	DCR-60-1 (BK) CONSOLE
780448	4	DESI LABEL IT(X)-4D-3
780422	1	DESI DT(X)-16D-1/IT(X)-16D-2/3
780430	1	DESI LABEL DCR-60-1 (MS) (25 P



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Data and Networking Equipment Costs

<i>Part No.</i>	<i>Qty.</i>	<i>Description</i>
WS-C2950SX-48-SI	2	48 10/100 and 2 1000BASE-SX uplink ports, Standard Image
CAB-AC	2	Power Cord,110V
CON-SNT-C2950X48	2	SMARTNET 8X5XNBD 48 10/100 and 2 1000
CISCO1841-T1	3	1841 bundle w/WIC-1DSU-T1-V2, IP Base, 32FL/128DR
CAB-AC	3	Power Cord,110V
CON-SNT-C1841T1	3	SMARTNET 8X5XNBD 1841 bundle w/WIC-1D
PIX-506E	1	PIX 506E Chassis (Chassis, Software, 2 FE Ports)
CAB-AC	1	Power Cord,110V
SF-PIX-506-6.3	1	PIX v6.3 Software for the PIX 506E Chassis
PIX-506-SW-3DES	1	PIX 506E 3DES/AES VPN/SSH/SSL encryption license
PIX-VPN-CLNT-K9	1	Cisco VPN Client Software (Windows, Linux, Solaris)
CON-SNT-PIX506E	1	8x5xNBD Svc, PIX 506E (Chassis, software, two 10BaseT
SMART1500RM2U	4	SMARTPRO 1500VA 2U RM 120V DB9 USB LINEINT
WS-C3560-24PS-S	1	Catalyst 3560 24 10/100 PoE + 2 SFP Standard Image
CAB-AC	1	Power Cord,110V
CON-SNT-356024PS	1	SMARTNET 8X5XNBD Catalyst 3560 24 10/100
	3	MM Fiber Duplex
GLC-SX-MM=	1	GE SFP, LC Connector SX Transceiver



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Application Equipment Costs

<i>Part No.</i>	<i>Qty.</i>	<i>Description</i>
160187	1	D/42 JCT-U PCI
160188	1	D/82JCT-U PCI
160189	1	AD64, EXCHANGE TTS 1ST SESSION
160190	1	AD64 ASR 1ST SESSION
160202	1	AD64, OS+SP4 S/W & UTIL.
161562	1	'17" DELL COLOR MONITOR'
161653	1	AD-64, DELL GX280
161654	1	512MB DDR RAM-DELL GX280 ONLY
161762	1	AD-40/64 & REP EXT. MODEM
161804	1	AD-64 S/W LICENSE, 12 PORT
161835	4	AD-64 USER REFERENCE CARDS (25

VOIP Equipment Costs

<i>Part No.</i>	<i>Qty.</i>	<i>Description</i>
150647	1	32 IP SEAT LICENSE PROMOTION
780019	16	ITR-4D-3 (BK)

Mobility Equipment

<i>Part No.</i>	<i>Qty.</i>	<i>Description</i>
780135	2	AC-2R
780019	2	ITR-4D-3 (BK)

System Management Equipment

<i>Part No.</i>	<i>Qty.</i>	<i>Description</i>
151029	1	MAT CA-T
2000 S/W	1	TAPIT 2000 S/W

Total Cost \$63,988.32



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All Sites, with New Phone Counts and Types

Telephony Equipment Costs

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150018	2	ICS VS PIMMD (UA)
150056	1	IP STARTER 8 SEAT SYSTEM PKG-B
150098	2	NEAX IPS DMR SYSTEM PKG-A
150113	2	PN-8COTS
150114	2	PN-8LCAA
150116	1	PN-8COTQ
150137	2	PN-4LCAA
150223	17	PN-8DLCP
150441	1	KEY KEEPER (FD)
150538	1	NEAX 2000 IPS DOCUMENTATION CD
150629	4	LT-64 PORT
150680	2	R-PIM 1 SITE LICENSE
151004	1	RS-NORM-4S CABLE-A
151008	1	PWR CABLE-A
151013	2	48-TW-0.7 CONN CABLE
151021	2	RS RVS-4S CA-C
151231	1	SPN-24PRTA-C
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151301	3	INT BATTERY
151373	3	HANGER ASSEM (UL)
151409	1	PN-CP15
120222L2	1	ADTRAN CSU

Station Equipment Costs

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780031	86	DTR-4D-1 (BK) TEL
780047	2	DTR-16D-1 (BK) TEL
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<i>Part No.</i>	<i>Qty.</i>	<i>Description</i>
WS-C2950-24	2	24 port, 10/100 Catalyst Switch, Standard Image only
CAB-AC	2	Power Cord,110V
CON-SNT-C2950-24	2	8x5xNBD Svc, C2950: 24 port 10/100 autosense/autonego
WS-C2950SX-48-SI	2	48 10/100 and 2 1000BASE-SX uplink ports, Standard Image
CAB-AC	2	Power Cord,110V
CON-SNT-C2950X48	2	SMARTNET 8X5XNBD 48 10/100 and 2 1000
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161804	1	AD-64 S/W LICENSE, 12 PORT
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VOIP Equipment Costs

CHATHAM COUNTY DSS

<i>Part No.</i>	<i>Qty.</i>	<i>Description</i>
150647	1	32 IP SEAT LICENSE PROMOTION
780019	16	ITR-4D-3 (BK)

Mobility Equipment Costs

<i>Part No.</i>	<i>Qty.</i>	<i>Description</i>
780135	2	AC-2R
780019	2	ITR-4D-3 (BK)

System Management Equipment Costs

<i>Part No.</i>	<i>Qty.</i>	<i>Description</i>
151029	1	MAT CA-T
2000 S/W	1	TAPIT 2000 S/W

Total Cost \$105,267.51



**CHATHAM COUNTY
BOARD OF COMMISSIONERS
AGENDA ABSTRACT**

ITEM NUMBER:

MEETING DATE: 3/7/05

Discussion & Analysis:

When evaluating the bids, maintenance costs were also considered. Maintenance costs were quoted by different lengths, so they were evened out to 5 years.

Bids received were as follows:

- Voys Solutions \$70,738.20 Annual Maintenance (5 years) \$17,684.55 Total: \$88,422.75
- Nu-Vision \$105,267.51 Annual Maintenance (5 years) \$21,024 Total: \$126,291.51
- Sprint \$102,625.93 Annual Maintenance (5 years) \$55,385.40 Total: \$158,011.33
- 4Front \$131,513.34 Annual Maintenance (5 years) \$90,695.00 Total: \$222,208.34

Though Voys Solutions is clearly the lowest cost, the MIS department does not recommend this company for several reasons:

- The phone equipment they proposed is from a company called Sphere. No one in the MIS department has ever heard of Sphere. Also, parts have to be shipped from Chicago.
- There is only one full time technician for the whole state of NC.
- The company is too small; there are only three people in their Greensboro office.

MIS recommends the bid from Nu-Vision for the following reasons:

- They propose NEC phones and Cisco Hardware. These are two well known names in the business.
- NEC has been in business over 100 years and Cisco is the world leader in routers.
- Nu-Vision is the largest NEC distributor in the country.
- This solution provides not only a telephone system but also integrates our data network.
- This solution provides a platform that the County can grow with as we upgrade our phone system over time.
- The office is in Cary, which is convenient for repairs should it be necessary.
- The office in Cary has 6 full time technicians.

Sprint put in a bid that was competitive in price with Nu-Vision, but it is for the phone system only. It also recommends that we use a system like the one we have in place at the County Annex (they sold us the one we have). This is a system that we are planning to move away from, in favor of a system that we can manage more ourselves. For MACs (moves, adds, changes) Sprint often has to come and do them- leaving us with a bill. We want the ability to do all of these MACs ourselves and save money. Sprint is the largest company that made a proposal; however, our maintenance record with Sprint is not the best.

The bid from 4Front is not recommended because of the high equipment and maintenance costs.

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
WORK SESSION
MARCH 07, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 11:47 AM on March 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 11:47 AM.

Work Session

1. **American Moulding & Millworks Project**
2. **Capital Improvements Spreadsheet**
3. **American Tobacco Trail Update**
4. **Recreation Update**
5. **Noise Ordinance**
6. **Public Input Session Verbiage**

AMERICAN MOULDING & MILLWORKS PROJECT

Tony Tucker, Economic Development Director, explained that the Kyser Roth Building located in Goldston has a wastewater disposal problem; that he has been looking for someone to occupy the building for quite some time; that no one can operate in the building until the problem is solved; that when the building was built in 1969, it was built with an illegal system; that American Moulding and Millworks is interested in locating in the building at this time; that they are looking for a permanent solution to the wastewater problem; that they asked the City of Sanford if they would treat wastewater from this building if Chatham County agreed to run the line; that they have agreed to do so; that the total project is estimated at \$1,223,000.00; that they have a CDBG grant lined up in the amount of \$750,000.00; that the remainder would be borne by the County; that the grant would be for this particular building and industry; that the company needs to expand immediately; that they have asked if they could move into the building with fewer employees than expected on a temporary basis while the system is being built; that this will take approximately ten months to one year to complete; that they would be willing to use "pump and haul" or whatever they could do to be able to get started; that if they can not start immediately, they are going to have to go somewhere else; and that the Board needs to expedite the process so that the building can be utilized immediately.

Holly Coleman, Environmental Health Supervisor, explained that in order for the County to get a "pump and haul" permit, they would have to go through DENR, the permitting agency; that they would look to see that a permanent solution plan was in place; that the County Environmental Health Division would not be involved in the process; that the septic system that is at the Kyser Roth Building is an unapproved, un-permitted, illegal system.

Commissioner Emerson moved, seconded by Commissioner Barnes, to set March 21, 2005 and April 4, 2005 as the dates on which to hold public hearings on the proposed Community Development Block Grant - Economic Development to serve American

Moulding & Millwork Company to provide much needed sewer system improvements to the business. The motion carried five (5) to zero (0).

3M GRANT

Mr. Tucker explained that the County has an existing Community Development Block Grant (CDBG) trying to complete a reuse project running reuse water to 3M; that that project was been in existence for approximately four years; that the funds should have been expended long before this time; that there has been extension after extension; that the final extension has been set for June 30, 2005; that if the approximately \$453,000 has not been spent by this time, it will be lost; that before another grant is issued, the 3M grant must be closed; and that the Town of Pittsboro is in charge, but the County is responsible for it.

LUNCH BREAK

The Chairman recessed the meeting at 12:05 PM for a short lunch break.

SOUND SYSTEM

Chairman Morgan moved, seconded by Commissioner Cross, to approve the purchase of sound amplification system from Bill Walden's Sound Systems, not to exceed \$9,000.00, to be taken from fund balance. The motion carried five (5) to zero (0).

MEDICAID RESOLUTION

Commissioner Emerson moved, seconded by Commissioner Outz, to approve **Medicaid Resolution #2005-11 Supporting State Assumption of County Share of Medicaid**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

CAPITAL IMPROVEMENTS SPREADSHEET

Vicki McConnell, Finance Officer, reviewed the Chatham County Funding for 2005-2009 Capital Projects explaining proposed projects and costs, funding options, debt service, and revenue sources. She reviewed general capital projects, school capital projects, and water capital projects for fiscal years 2006-2009. She described funding for capital projects, borrowing schedule proposals, and debt and existing revenue sources at current and increased rates. She assessed debt (including interest) by district and impact fees collected by district. A copy of the presentation is attached hereto and by reference made a part hereof.

LEGISLATIVE DELEGATION MEETING

By consensus, the Board asked that a meeting be set with Chatham County's Legislative Delegation during which the land transfer fee could be discussed.

UNITED CHAMBER OF COMMERCE

Commissioner Cross stated that he had received an invitation from Jody Minor, United Way Director, asking him to present a program and answer questions on the proposed one percent land transfer fee at a luncheon on March 17, 2005.

CAPITAL IMPROVEMENTS DISCUSSION

By consensus, the Board agreed to devote the entire Work Session on the afternoon of March 21, 2005 to begin at 2:00 PM to Capital Improvements.

By consensus, the Board agreed to tentatively set March 28, 2005, as a date on which to discuss other matters of County business.

ZONING ORDINANCE REQUIREMENTS

Prior to lunch, Commissioner Cross presented a resolution, attached hereto and by reference made a part hereof, amending the County Watershed Ordinance and a sheet listing

facts and needs, attached hereto and by reference made a part hereof, which he said support a residential moratorium.

Keith Megginson, Planning Director, was invited to discuss the issues with the Board following lunch. Mr. Megginson informed the Board of the procedures for amending the County Zoning Ordinance and Watershed Regulations. He also reviewed previous Board discussions of moratoria. He stated that moratoriums are generally required to be for a specific time period and for a specific purpose, normally with a specified outcome at the end of the moratoria.

After considerable discussion, Commissioner Cross moved, seconded by Commissioner Barnes, that the Board of Commissioners serve as applicant for the resolution amending the County Watershed Ordinance and invite speakers from both sides to appear at the March 21, 2005 Board of Commissioners' public hearing. The motion failed two (2) to three (3) with Commissioners Morgan, Outz, and Emerson opposing.

MORATORIUM

Chairman Morgan asked that the Planning Director, County Manager and Finance Office review the residential moratorium and return to the Board with a recommendation.

NOISE ORDINANCE

Bob Gunn, County Attorney, reviewed the Noise Ordinance adapted from Wake County's Noise Ordinance but stated that he had not had a chance to discuss it in detail with the Sheriff nor the District Attorney regarding criminal penalties.

Commissioner Emerson recommended to allow council to further study the ordinance and to discuss it with the Sheriff and District Attorney since it is no longer an immediate emergency due to the closure of Sports Arena and that it be returned to the Board at a later date for consideration.

By consensus, the Board agreed.

BREAK

The Chairman called for a five-minute break.

AMERICAN TOBACCO TRAIL

Bill Bussey, stated that the American Tobacco Trail, also called the "Treasure of the Triangle", is a twenty-two mile long rails-to-trails project named for the railroad line which transported tobacco from Duncan to downtown Durham; that it utilizes the unused railroad corridor for shared-use recreation, exercise, and commuter trail; that it runs from downtown Durham across from the Durham Bulls Athletic Park, through southern Durham, Chatham County, and ends in Wake County two miles south of US Highway #64; that the project was started in 1989, but began in earnest in 1992; that NCDOT purchased all trail corridor in Chatham in 1998; that Chatham ATT Master Plan completed in 2001; that 3.5 miles of trail have been cleared and made safe by the TRTC volunteers from the Durham County line in the north to New Hope Church Road in winter 2004; that Chatham has the only regional "steel and concrete" construction project currently underway in the Triangle; that the 4.5 miles of trail built in Chatham County yields twenty-two plus miles of total greenway for Chatham residents; and that the trail can be used by everyone except the bedridden.

Mr. Bussey explained the specifics of the trail located in Durham and Wake County. He stated that there are 3.5 miles of natural surface trail in Chatham County; that it has been cleared, maintained and managed by TRTC; that it runs from Northeast Creek to New Hope Church Road; that over one hundred volunteers have helped clear the trail totaling 1,100+ person hours, 58 work days/session, \$500+ in purchased materials, and \$600+ donated materials; that some folks say that the American Tobacco trail in Chatham County will be used mainly by residents of other counties and towns but he calls that "tourism".

He assessed cost estimates for ATT in Chatham County from the 2001 Master Plan and stated that most of it will be paid for with federal grants and funds. He reviewed challenges including funding, storm damage, Wake County's unwillingness to connect to volunteer maintained trail, long term management, and the parking area needed at O'Kelly Chapel Road. He reviewed tips for using the trail and thanked the Board of Commissioners for the opportunity to make the presentation.

Chairman Morgan asked the County Manager to see if there were any Amberly funds available to help complete the trail.

PUBLIC INPUT SESSION VERBIAGE

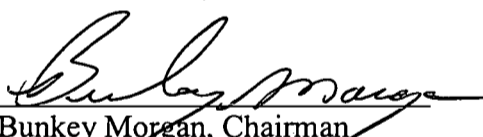
After considerable discussion and by consensus, the Board decided to increase the length of the Public Input Session from fifteen minutes to thirty minutes in length, to increase the amount of time for individual speakers from three minutes to five minutes, and to delete the phrase, "No speaker may speak more than one time in any three month period."

MOUNTAINAIRE POULTRY PLANT


The County Attorney explained that Mountainaure Poultry Plant is not as close to being permitted as they had hoped; that they found stone in the area that they hoped to use as their spray field; and that they may be looking at purchasing additional property.

ADJOURNMENT

Commissioner Barnes moved, seconded by Commissioner Emerson, to adjourn the meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 3:24 PM.


Bunkey Morgan, Chairman

ATTEST:


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

**MEDICAID RESOLUTION
SUPPORTING STATE ASSUMPTION OF COUNTY
SHARE OF MEDICAID**

WHEREAS, Chatham County pays \$2,160,000 (or) 4 % of its expenditures for services to Medicaid eligible citizens; and

WHEREAS, the counties share of Medicaid reimbursements has increased over 67 per cent in the last five years and now totals approximately \$440 million; and


WHEREAS, North Carolina is one of only two states in the nation that require counties to pay a share of all Medicaid services costs; and

WHEREAS, in Chatham County, Medicaid expenditures represent 4.5 cents of the County's tax rate.


NOW, THEREFORE, BE IT RESOLVED that the Chatham County Board of Commissioners urges the North Carolina General Assembly to provide immediate Medicaid relief to Chatham County.

FURTHER BE IT RESOLVED that copies of this resolution be transmitted to the members of the General Assembly representing Chatham County.

Adopted this the 7th day of March, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

Funding 2005-2009 Capital Projects



Chatham County – Capital Projects FY 2006-2009

- Proposed Projects/Cost
- Funding Options
- Debt Service
- Revenue Sources

Chatham County – Capital Projects FY 2006-2009

- Funding options and timing of issuing debt are not staff recommendations
- Local Government Commission has not reviewed the data or approved the financing

Chatham County – General Capital Projects FY 2006-2009

	<u>Total Cost</u>	State Bond/Grant Funds Available	<u>Fund Balance</u>	Amount to be financed	<u>Date</u>	<u>Source</u>
Community College:						
Siler City Campus	\$ 3,100,000	\$ 627,805	\$ 531,910	\$ 1,940,285		GOB, State Bond, Fund Balance
Pittsboro Campus	3,700,000	-	-	3,700,000		Bond
Total	<u>6,800,000</u>	<u>627,805</u>	<u>531,910</u>	<u>\$ 5,640,285</u>	2006-07	
Pittsboro Library (CCCC Pittsboro Campus)	\$ 5,096,234	-	-	\$ 5,096,234	2006-07	Bond
Industrial Park:						
Infrastructure/Roads	\$ 3,700,000	\$ -	\$ -	\$ 3,700,000	2005-06	Installment
Infrastructure/Roads	3,000,000	-	-	3,000,000	2006-07	Installment
Total	<u>\$ 6,700,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,700,000</u>		
Judicial Facility	\$ 7,518,620	-	-	\$ 7,518,620	2007-08	Installment
Social Services	\$ 4,207,336	-	-	\$ 4,207,336	2005-06	Installment
Council on Aging	\$ 600,000	-	600,000	-	2005-06	Fund Balance
Sewer-Goldston Industry	\$ 1,223,000	750,000	473,000	-	2005-06	Fund Balance
Other CIP Projects	<u>\$ 3,324,678</u>	<u>420,000</u>	<u>2,904,678</u>	-	2005-09	Fund Balance, Grant
Total General Fund Projects	<u><u>\$ 32,145,190</u></u>	<u><u>\$ 1,797,805</u></u>	<u><u>\$ 4,509,588</u></u>	<u><u>\$ 29,162,475</u></u>		

Chatham County – School Capital Projects FY 2006-2009

	<u>Total Cost</u>	<u>Amount to be financed</u>	<u>Date</u>	<u>Source</u>
<i>New Construction:</i>				
Siler City Elementary	\$ 17,130,000	\$ 17,130,000	2006-07	Bond
Northwest Middle School	18,540,000	18,540,000	2006-07	Bond
High School	43,870,000	43,870,000	2007-08	Bond
<i>Additions/Renovations:</i>				
Cafeteria - Jordan Matthews	5,340,000	5,340,000	2006-07	Bond
Moncure - Multipurpose	1,300,000	1,300,000	2007-08	Bond
Horton - Renovate 5th and 6th Grade Bldgs.	3,890,000	3,890,000	2007-08	Bond
<i>Auxiliary Gyms</i>				
Auxiliary Gym-Chatham Central	3,090,000	3,090,000	2008-09	Bond
Auxiliary Gym-Jordan Matthews	3,090,000	3,090,000	2008-09	Bond
Auxiliary Gym-Northwood	3,050,000	3,050,000	2008-09	Bond
<i>Renovations Existing gyms</i>				
Renovate - Horton Gym Support Areas	880,000	880,000	2008-09	Bond
Renovate - Bonlee Gym	990,000	990,000	2008-09	Bond
Renovate - Bennett Gym	990,000	990,000	2008-09	Bond
Renovate - Silk Hope Gym	990,000	990,000	2008-09	Bond
<i>Additional Lighting - Fields/Courts</i>				
Softball Field Lights - 3 High Schools	350,000	350,000	2008-09	Bond
Tennis Court Lights - 2 High Schools	234,000	234,000	2008-09	Bond
<i>Total Schools</i>	<u>\$ 103,734,000</u>	<u>\$ 103,734,000</u>		

Chatham County – Water Capital Projects FY 2005-2006

	<u>Total Cost</u>	<u>Amount to be financed</u>	<u>Date</u>	<u>Source</u>
North Chatham Hydraulic Improvements	\$ 1,606,428	\$ 1,606,428	2005-06	Installment
Pea Ridge Project	4,994,853	4,994,853	2005-06	SRL
Western Transmission Mains	9,169,159	9,169,159	2005-06	Installment
Silk Hope School	1,000,000 ^{500,000}	1,000,000 ^{500,000}	2005-06	Installment
Total Utility Debt	<u>\$ 16,770,440</u>	<u>\$ 16,770,440</u>		

Chatham County – Capital Projects FY 2006-2009

	<u>Total Cost</u>	<u>Amount to be financed</u>
General Capital	\$ 32,145,190	\$ 29,162,475
School	103,734,000	103,734,000
Water	<u>16,770,440</u>	<u>16,770,440</u>
Total Proposed Projects	<u><u>\$ 152,649,630</u></u>	<u><u>\$ 149,666,915</u></u>

Chatham County – Capital Projects FY 2006-2009

	Voter Approval	Amount	Term	Current Interest Rate	Expenses
General Obligation Bonds	Yes	Limited only by legal restrictions/and or LGC	15-20 Years	4.25% (4.5% 5%)	Bond Counsel, LGC, Rating Agencies, County Attorney
Certificates of Participation	No	Limited only by legal restrictions/and or LGC	15-20 Years	4.75%-5%	Bond Counsel, LGC, Rating Agencies, Trustees, Underwriter, possible Insurance cost (around \$200,000 to \$250,000 more expenses incurred over issuing GOB)
Installment:					
Bank Qualified	No	All County borrowings must be under \$10 million for calendar year.	3-10 Years	3.79%	LGC, County Attorney, possibly bond counsel
Non-bank Qualified	No	Determined by how much banks are willing to loan. Must use asset for collateral	3-10 Years	4.23% (4.5%-5%)	LGC, County Attorney, possibly bond counsel
Lease	No	-	-	-	-

Chatham County – Capital Projects FY 2006-2009 – Borrowing Schedule

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Total Borrowing by Year	\$ 24,677,776	\$ 54,746,519	\$ 56,578,620	\$ 13,664,000
Bond Referendum:				
Schools	\$ 103,734,000			
CCCC	5,640,285			
Library	5,096,234			
Total Referendum Amount	<u>\$ 114,470,519</u>			
Bond Sales:				
Schools		\$ 41,010,000	\$ 49,060,000	\$ 13,664,000
CCCC		5,640,285	-	-
Library		5,096,234	-	-
		<u>\$ 51,746,519</u>	<u>\$ 49,060,000</u>	<u>\$ 13,664,000</u>
Installment Purchases:				
Industrial Park	\$ 3,700,000	\$ 3,000,000	\$ -	\$ -
Judicial Facility	-	-	7,518,620	-
DSS	4,207,336	-	-	-
Utility Improvements	16,770,440	-	-	-
	<u>\$ 24,677,776</u>	<u>\$ 3,000,000</u>	<u>\$ 7,518,620</u>	<u>\$ -</u>
Total New General Fund Debt	\$ 149,666,915			
Total Existing Debt June 30, 2005	19,355,959			
Total Debt	<u>\$ 169,022,874</u>			
Legal Debt Margin June 30, 2004	364,379,120			
	46.39%			

General Capital Projects – Debt and Existing Revenue Sources

	Fiscal Year Ending	New Debt	Existing Debt	Total
Community College	2006	\$ 1,146,564	\$ -	\$ 1,146,564
	2007	2,565,951	-	2,565,951
Pittsboro Library	2008	3,620,503	-	3,620,503
	2009	3,509,670	-	3,509,670
Industrial Park	2010	3,398,837	-	3,398,837
	2011	3,288,003	-	3,288,003
Judicial Facility	2012	3,177,171	-	3,177,171
	2013	3,066,337	-	3,066,337
Social Services	2014	2,955,503	-	2,955,503
	2015	2,844,667	-	2,844,667
No source of revenue restricted for General Capital Purposes	2016	1,943,103	-	1,943,103
	2017	1,567,852	-	1,567,852
	2018	754,241	-	754,241
	2019	730,083	-	730,083
	2020	705,926	-	705,926
	2021	681,769	-	681,769
	2022	657,612	-	657,612
Potential Sources of Revenue:	2023	633,455	-	633,455
Property Tax	2024	609,298	-	609,298
	2025	585,140	-	585,140
Sales Tax	2026	560,983	-	560,983
		<u>\$ 39,002,668</u>	<u>\$ -</u>	<u>\$ 39,002,668</u>
State Revenue				

Schools – Debt and Existing Revenue Sources at Current Rates

Fiscal Year Ending	New Debt	Existing Debt	Total	Restricted Sales Tax	Current Rate Impact Fees	Deficit per year
2006	\$ -	\$ 2,612,124	\$ 2,612,124	\$ 2,084,343	\$ -	\$ (527,781)
2007	3,895,950	2,516,274	6,412,224	2,167,717	5,932,695	1,688,188
2008	8,464,378	2,411,236	10,875,614	2,254,425	2,197,500	(6,423,689)
2009	9,628,121	2,312,081	11,940,202	2,344,602	2,386,500	(7,209,100)
2010	9,391,303	2,205,043	11,596,346	2,438,387	2,602,500	(6,555,459)
2011	9,154,486	2,103,006	11,257,492	2,535,922	2,602,500	(6,119,070)
2012	8,917,668	2,056,193	10,973,861	2,637,359	2,602,500	(5,734,002)
2013	8,680,851	2,005,768	10,686,619	2,742,853	2,602,500	(5,341,266)
2014	8,444,033	1,913,268	10,357,301	2,852,567	2,580,500	(4,924,234)
2015	8,207,216	1,822,693	10,029,909	2,966,670	2,002,500	(5,060,739)
2016	7,970,398	1,330,693	9,301,091	3,085,337	2,002,500	(4,213,254)
2017	7,733,581	30,693	7,764,274	3,208,750	2,002,500	(2,553,024)
2018	7,496,763	30,693	7,527,456	3,337,100	2,002,500	(2,187,856)
2019	7,259,946	11,950	7,271,896	3,470,584	2,002,500	(1,798,812)
2020	7,023,128	-	7,023,128	3,609,408	2,002,500	(1,411,220)
2021	6,786,311	-	6,786,311	3,753,784	2,002,500	(1,030,027)
2022	6,549,493	-	6,549,493	3,903,935	2,002,500	(643,058)
2023	6,312,676	-	6,312,676	4,060,093	2,002,500	(250,083)
2024	6,075,858	-	6,075,858	4,222,497	2,002,500	149,139
2025	5,839,041	-	5,839,041	4,391,396	2,002,500	554,855
2026	5,602,218	-	5,602,218	4,567,052	2,002,500	967,334
2027	3,314,896	-	3,314,896	4,749,734	2,002,500	3,437,338
2028	717,360	-	717,360	4,939,724	2,002,500	6,224,864
	<u>\$ 153,465,675</u>	<u>\$ 23,361,715</u>	<u>\$ 176,827,390</u>	<u>\$ 76,324,241</u>	<u>\$ 51,542,195</u>	

* Current legal restriction on sales tax: 30% of Article 41 and 60% of Article 42 restricted for schools. The County chose by action of the Board to restrict an additional 10% of the Article 41 tax for school purposes.

Schools – Debt and Existing Revenue Sources at Increased Rate

Fiscal Year Ending	New Debt	Existing Debt	Total	Restricted Sales Tax	Impact fees @4,000 & 2,500	Deficit per year
2006	\$ -	\$ 2,612,124	\$ 2,612,124	\$ 2,084,343	\$ -	\$ (527,781)
2007	3,895,950	2,516,274	6,412,224	2,167,717	7,470,695	3,226,188
2008	8,464,378	2,411,236	10,875,614	2,254,425	3,356,000	(5,265,189)
2009	9,628,121	2,312,081	11,940,202	2,344,602	4,392,000	(5,203,600)
2010	9,391,303	2,205,043	11,596,346	2,438,387	4,896,000	(4,261,959)
2011	9,154,486	2,103,006	11,257,492	2,535,922	5,472,000	(3,249,570)
2012	8,917,668	2,056,193	10,973,861	2,637,359	5,472,000	(2,864,502)
2013	8,680,851	2,005,768	10,686,619	2,742,853	5,472,000	(2,471,766)
2014	8,444,033	1,913,268	10,357,301	2,852,567	5,472,000	(2,032,734)
2015	8,207,216	1,822,693	10,029,909	2,966,670	5,472,000	(1,591,239)
2016	7,970,398	1,330,693	9,301,091	3,085,337	5,472,000	(743,754)
2017	7,733,581	30,693	7,764,274	3,208,750	4,872,000	316,476
2018	7,496,763	30,693	7,527,456	3,337,100	4,872,000	681,644
2019	7,259,946	11,950	7,271,896	3,470,584	4,872,000	1,070,688
2020	7,023,128	-	7,023,128	3,609,408	4,872,000	1,458,280
2021	6,786,311	-	6,786,311	3,753,784	4,872,000	1,839,473
2022	6,549,493	-	6,549,493	3,903,935	4,872,000	2,226,442
2023	6,312,676	-	6,312,676	4,060,093	4,872,000	2,619,417
2024	6,075,858	-	6,075,858	4,222,497	4,872,000	3,018,639
2025	5,839,041	-	5,839,041	4,391,396	4,872,000	3,424,355
2026	5,602,218	-	5,602,218	4,567,052	4,872,000	3,836,834
2027	3,314,896	-	3,314,896	4,749,734	4,872,000	6,306,838
2028	717,360	-	717,360	4,939,724	4,872,000	9,094,364
	<u>\$ 153,465,675</u>	<u>\$ 23,361,715</u>	<u>\$ 176,827,390</u>	<u>\$ 76,324,241</u>	<u>\$ 111,410,695</u>	

Chatham County – Capital Projects FY 2006-2009

Northwood High School District

Fiscal Year Ending	Northwood	Northwood	New High	Northwest	Moncure	Horton	Horton	Total Debt
	Aux Gym	Softball lights	School	Middle	Multipurpose Rm	Renovate 5th & 6th	Gym-support area	
2007	\$ -	\$ -	\$ -	\$ 1,761,300	\$ -	\$ -	\$ -	\$ 1,761,300
2008	-	-	4,167,650	1,719,585	123,500	369,550	-	6,380,285
2009	305,000	11,667	4,068,943	1,677,870	120,575	360,798	88,000	6,632,853
2010	297,375	11,375	3,970,235	1,636,155	117,650	352,045	85,800	6,470,635
2011	289,750	11,083	3,871,528	1,594,440	114,725	343,293	83,600	6,308,419
2012	282,125	10,792	3,772,820	1,552,725	111,800	334,540	81,400	6,146,202
2013	274,500	10,500	3,674,113	1,511,010	108,875	325,788	79,200	5,983,986
2014	266,875	10,208	3,575,405	1,469,295	105,950	317,035	77,000	5,821,768
2015	259,250	9,917	3,476,698	1,427,580	103,025	308,283	74,800	5,659,553
2016	251,625	9,625	3,377,990	1,385,865	100,100	299,530	72,600	5,497,335
2017	244,000	9,333	3,279,283	1,344,150	97,175	290,778	70,400	5,335,119
2018	236,375	9,042	3,180,575	1,302,435	94,250	282,025	68,200	5,172,902
2019	228,750	8,750	3,081,868	1,260,720	91,325	273,273	66,000	5,010,686
2020	221,125	8,458	2,983,160	1,219,005	88,400	264,520	63,800	4,848,468
2021	213,500	8,167	2,884,453	1,177,290	85,475	255,768	61,600	4,686,253
2022	205,875	7,875	2,785,745	1,135,575	82,550	247,015	59,400	4,524,035
2023	198,250	7,583	2,687,038	1,093,860	79,625	238,263	57,200	4,361,819
2024	190,625	7,292	2,588,330	1,052,145	76,700	229,510	55,000	4,199,602
2025	183,000	7,000	2,489,623	1,010,430	73,775	220,758	52,800	4,037,386
2026	175,375	6,708	2,390,915	968,715	70,850	212,005	50,600	3,875,168
2027	167,750	6,417	2,292,203	-	67,925	203,248	48,400	2,785,943
2028	160,125	6,125	-	-	-	-	46,200	212,450
	<u>\$ 4,651,250</u>	<u>\$ 177,917</u>	<u>\$ 64,598,575</u>	<u>\$ 27,300,150</u>	<u>\$ 1,914,250</u>	<u>\$ 5,728,025</u>	<u>\$ 1,342,000</u>	<u>\$ 105,712,167</u>

Chatham County – Capital Projects FY 2006-2009

Jordan Matthews High School District

<u>Fiscal Year Ending</u>	<u>Jordan Matthews</u> Cafeteria	<u>Jordan Matthews</u> Aux Gym	<u>Jordan Matthews</u> Softball lights	<u>Jordan Matthews</u> Tennis lights	<u>Silk Hope</u> Gym Renovations	<u>Siler City</u>	<u>Total Debt</u>
2007	\$ 507,300	\$ 309,000	\$ -	\$ -	\$ -	\$ 1,627,350	\$ 2,443,650
2008	495,285	301,275	-	-	-	1,588,808	2,385,368
2009	483,270	293,550	11,667	11,700	99,000	1,550,265	2,449,452
2010	471,255	285,825	11,375	11,408	96,525	1,511,723	2,388,111
2011	459,240	278,100	11,083	11,115	94,050	1,473,180	2,326,768
2012	447,225	270,375	10,792	10,823	91,575	1,434,638	2,265,428
2013	435,210	262,650	10,500	10,530	89,100	1,396,095	2,204,085
2014	423,195	254,925	10,208	10,238	86,625	1,357,553	2,142,744
2015	411,180	247,200	9,917	9,945	84,150	1,319,010	2,081,402
2016	399,165	239,475	9,625	9,653	81,675	1,280,468	2,020,061
2017	387,150	231,750	9,333	9,360	79,200	1,241,925	1,958,718
2018	375,135	224,025	9,042	9,068	76,725	1,203,383	1,897,378
2019	363,120	216,300	8,750	8,775	74,250	1,164,840	1,836,035
2020	351,105	208,575	8,458	8,483	71,775	1,126,298	1,774,694
2021	339,090	200,850	8,167	8,190	69,300	1,087,755	1,713,352
2022	327,075	193,125	7,875	7,898	66,825	1,049,213	1,652,011
2023	315,060	185,400	7,583	7,605	64,350	1,010,670	1,590,668
2024	303,045	177,675	7,292	7,313	61,875	972,128	1,529,328
2025	291,030	169,950	7,000	7,020	59,400	933,585	1,467,985
2026	279,015	162,225	6,708	6,728	56,925	895,038	1,406,639
2027	-	-	6,417	6,435	54,450	-	67,302
2028	-	-	6,125	6,143	51,975	-	64,243
	<u>\$ 7,863,150</u>	<u>\$ 4,712,250</u>	<u>\$ 177,917</u>	<u>\$ 178,430</u>	<u>\$ 1,509,750</u>	<u>\$ 25,223,925</u>	<u>\$39,665,422</u>

Chatham County – Capital Projects FY 2006-2009

Chatham Central High School District

<u>Fiscal Year</u> <u>Ending</u>	<u>Chatham</u> <u>Central</u> Auxiliary Gym	<u>Chatham</u> <u>Central</u> Softball lights	<u>Chatham</u> <u>Central</u> Tennis Lights	<u>Bonlee</u> Gym Renovations	<u>Bennett</u> Gym Renovations	<u>Total Debt</u>
2009	\$ 309,000	\$ 11,667	\$ 11,700	\$ 99,000	\$ 99,000	\$ 530,367
2010	301,275	11,375	11,408	96,525	96,525	517,108
2011	293,550	11,083	11,115	94,050	94,050	503,848
2012	285,825	10,792	10,823	91,575	91,575	490,590
2013	278,100	10,500	10,530	89,100	89,100	477,330
2014	270,375	10,208	10,238	86,625	86,625	464,071
2015	262,650	9,917	9,945	84,150	84,150	450,812
2016	254,925	9,625	9,653	81,675	81,675	437,553
2017	247,200	9,333	9,360	79,200	79,200	424,293
2018	239,475	9,042	9,068	76,725	76,725	411,035
2019	231,750	8,750	8,775	74,250	74,250	397,775
2020	224,025	8,458	8,483	71,775	71,775	384,516
2021	216,300	8,167	8,190	69,300	69,300	371,257
2022	208,575	7,875	7,898	66,825	66,825	357,998
2023	200,850	7,583	7,605	64,350	64,350	344,738
2024	193,125	7,292	7,313	61,875	61,875	331,480
2025	185,400	7,000	7,020	59,400	59,400	318,220
2026	177,675	6,708	6,728	56,925	56,925	304,961
2027	169,950	6,417	6,435	54,450	54,450	291,702
2028	162,225	6,125	6,143	51,975	51,975	278,443
	<u>\$ 4,712,250</u>	<u>\$ 177,917</u>	<u>\$ 178,430</u>	<u>\$ 1,509,750</u>	<u>\$ 1,509,750</u>	<u>\$ 8,088,097</u>

Chatham County – Capital Projects FY 2006-2009

Debt (including interest) by district

<i>Chatham Central High School District</i>	8,088,097
<i>Jordan Matthews High School District</i>	39,665,422
<i>Northwood High School District</i>	105,712,156
<i>Total</i>	<u>\$ 153,465,675</u>

Impact Fees Collected By District 02/28/05:

<i>Chatham Central High School District</i>	320,729
<i>Jordan Matthews High School District</i>	1,129,706
<i>Northwood High School District</i>	2,418,502
<i>Total</i>	<u>\$ 3,868,937</u>

Chatham County – Capital Projects FY 2006-2009

Debt Summary

<u>Fiscal Year</u> <u>Ending</u>	<u>Total Debt</u>	<u>Total Existing Revenue With No</u> <u>Increase in Impact Fees</u>	<u>Total Existing Revenue With</u> <u>Increase in Impact Fees</u>	<u>Deficit Per Year no</u> <u>Impact Fee Increase</u>	<u>Deficit Per Year with Impact</u> <u>Fee Increase</u>
2006	3,758,688	2,084,343	2,084,343	(1,674,345)	(1,674,345)
2007	8,978,175	8,100,412	9,638,412	(877,763)	660,237
2008	14,496,117	4,451,925	5,610,425	(10,044,192)	(8,885,692)
2009	15,449,872	4,731,102	6,736,602	(10,718,770)	(8,713,270)
2010	14,995,183	5,040,887	7,334,387	(9,954,296)	(7,660,796)
2011	14,545,495	5,138,422	8,007,922	(9,407,073)	(6,537,573)
2012	14,151,032	5,239,859	8,109,359	(8,911,173)	(6,041,673)
2013	13,752,956	5,345,353	8,214,853	(8,407,603)	(5,538,103)
2014	13,312,804	5,433,067	8,324,567	(7,879,737)	(4,988,237)
2015	12,874,576	4,969,170	8,438,670	(7,905,406)	(4,435,906)
2016	11,244,194	5,087,837	8,557,337	(6,156,357)	(2,686,857)
2017	9,332,126	5,211,250	8,080,750	(4,120,876)	(1,251,376)
2018	8,281,697	5,339,600	8,209,100	(2,942,097)	(72,597)
2019	8,001,979	5,473,084	8,342,584	(2,528,895)	340,605
2020	7,729,054	5,611,908	8,481,408	(2,117,146)	752,354
2021	7,468,080	5,756,284	8,625,784	(1,711,796)	1,157,704
2022	7,207,105	5,906,435	8,775,935	(1,300,670)	1,568,830
2023	6,946,131	6,062,593	8,932,093	(883,538)	1,985,962
2024	6,685,156	6,224,997	9,094,497	(460,159)	2,409,341
2025	6,424,181	6,393,896	9,263,396	(30,285)	2,839,215
2026	6,163,201	6,569,552	9,439,052	406,351	3,275,851
2027	3,314,896	6,752,234	9,621,734	3,437,338	6,306,838
2028	717,360	6,942,224	9,811,724	6,224,864	9,094,364
	<u>\$215,830,058</u>	<u>\$ 127,866,436</u>	<u>\$ 187,734,936</u>		

Potential New Sources of Revenue for schools

All need approval from State Legislature

1/2 cent Sales Tax	1% Land <u>Transfer Tax</u>	1/2% Land <u>Transfer Tax</u>
\$ 1,199,106	\$ 6,211,511	3,105,756
1,247,071	7,081,124	3,540,562
1,296,953	8,072,481	4,036,241
1,348,832	9,202,628	4,601,314
1,402,785	10,490,996	5,245,498
1,458,896	11,959,735	5,979,868
1,517,252	13,634,099	6,817,050
1,577,942	15,542,872	7,771,436
1,641,060	17,718,874	8,859,437
1,706,702	18,427,629	9,213,815
1,774,970	19,164,734	9,582,367
1,845,969	19,931,323	9,965,662
1,919,808	20,728,577	10,364,289
1,996,600	21,557,720	10,778,860
2,076,464	22,420,029	11,210,015
2,159,523	23,316,829	11,658,415
2,245,904	24,249,503	12,124,752
2,335,740	25,219,483	12,609,742
2,429,170	26,228,262	13,114,131
2,526,336	27,277,393	13,638,697
2,627,390	28,368,489	14,184,245
2,732,485	29,503,228	14,751,614
2,841,785	30,683,358	15,341,679
<u>\$ 43,908,745</u>	<u>\$ 436,990,877</u>	<u>\$ 218,495,439</u>

Resolution to Amend Chatham County Watershed Ordinance to Only Allow a Clustered Subdivision to Span Across Watershed Districts Where the Developer Can Provide Clear and Convincing Scientific Evidence that Approving this Amendment Will Provide Greater Protection to the Environment

WHEREAS Chatham County's Watershed Protection Ordinance was enacted to implement the Chatham County Land Use and Conservation Plan's [Land Use Plan] key objectives of preserving the county's rural character and ensuring the long-term availability and quality of groundwater and surface water resources;

WHEREAS the Watershed Protection Ordinance was also enacted to carry out the land use plan policy of protecting and preserving Jordan Lake, and the Haw, Deep and Rocky Rivers, designated as important features that help define the rural character of the county;

WHEREAS the above-stated lake and rivers are impaired and in danger of further deterioration from nearby residential and commercial development if not provided greater protection than that afforded by current state watershed protections;

WHEREAS the county enacted its current Watershed Protection Ordinance in light of the above-stated facts with the intent of providing the maximum feasible watershed protection possible;

WHEREAS clean, biologically healthy streams, rivers and lakes are valuable economic assets that must be protected as part of Chatham County's economic developments efforts;

NOW THEREFORE BE IT RESOLVED, that the County Commissioners of Chatham County hereby enact the following amendment to the Chatham County Watershed Ordinances:

303 (D) Clustering of development may be allowed in all Watershed Areas in the zoned portions of the County where the proposed tract of land to be developed spans across watershed districts under the following conditions:

1. **Minimum lot sizes for single-family residential** – are sections of a clustered development shall not average less than the average of the spanned watershed zones. Specifically, where a five-acre zone required along river corridors or in watershed critical areas is joined into a cluster development with a one-acre minimum zone, the average for entire development cannot be less than three acres in each zone and the minimum lot size not less than two acres for the entire development..

2. **River and stream buffers**
 - a) There shall be a 400 foot undisturbed buffer area from the bank of the river within the river corridor. Existing vegetation shall remain except for invasive species, which may be removed according to environmentally safe standards.

 - b) There shall be at least a one-hundred and fifty [150] foot undisturbed buffer along perennial streams; at least a one-hundred [100] undisturbed buffer along intermittent streams; at a least seventy five [75] feet undisturbed buffer along ephemeral streams shown on the Soil Survey maps and having a drainage area of more than twenty-five (25) acres; and at least a fifty [50] feet undisturbed buffer along ephemeral streams show on the Soil Survey maps and having a drainage area of between ten [10] and twenty-five [25] acres. Existing vegetation shall remain except for invasive species, which may be removed according to environmentally safe standards.

3. **Burden of Proof and Peer Review Requirements on Applicant**
 - a) The applicant shall bear the "Burden of Proof" with clear and convincing scientific evidence supporting the cluster design as compared to the design allowed under the standard provisions of the Ordinance and with data, including a certified survey of the hydrology of the development site, that demonstrates that any proposed change will improve the water quality of the area and that run off will not adversely impact the water quality of adjacent or nearby lakes, rivers and streams.

 - b) Chatham County shall require the developer to pay for a consultant(s) selected by the County to conduct a peer review of this clear and convincing evidence that demonstrates continuing water quality. The County shall provide the parameters for such a study and a public hearing on the development will not be held until at least thirty (30) days after said final peer review is submitted to the public and posted on the county's official web site.

ADOPTED this the 21st day of February, 2005.

3/7/05 Cross

River Corridor Watershed Ordinance

Williams Pond request for RA-90 density averaging includes some combination of gazebo* like structures/decks/400' buffer with variations in clearing...and this will result in better protection than the current zoning allows.

DENR disagrees that this will result in overall protection and states the watershed should be held-change denied.

DENR also suggests 800'-1000' buffers with development being designed so as not to be visible by park users on the Lower Haw River State Natural Area.

If we allow density averaging under the requested criteria-many other River Corridor properties may be affected.

- 5 large parcels on Rocky River above Siler City intake.
- 2 large parcels on Haw River above Pittsboro intake.
- 17 large parcels on Deep River/Cape Fear River above Sanford intake.

...if we relax our criteria-it only makes sense to strengthen our protection.

...the **Resolution** I gave everyone last month as a proposed amendment to the watershed ordinance has **criteria that falls between what we have, what is requested and less than suggested by DENR. It also has the approval of our active citizens.**

Let's allow ourselves to process Williams Pond without setting an uncertain precedent.

- 21 March Public Hearing on this amendment
- 5 April Planning Board review/recommendation
- 18 April Make decision—Williams Pond

This will also provide enough time for the developers to go back and provide evidence of minimum or no impact, and for a peer review.

To forego this action and make an exception for Williams Pond, without this resolution will be in essence, threatening the viability of the WPO for the benefit of "one month" delay in approving the project.

*Gazebo—A structure, as a pavilion or summer house, built on a site affording an enjoyable view.

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING WITH LEGISLATIVE DELEGATION
MARCH 14, 2005

The Board of Commissioners (the "Board") of the County of Chatham, North Carolina, met in special session with the County's Legislative Delegation in the Governmental Complex, West Wing Conference Room, Pittsboro, North Carolina, at 8:00 AM on March 14, 2005.

ATTENDANCE

Present: Chairman Bunkey Morgan; Commissioners Patrick Barnes, Mike Cross, and Carl Outz; County Manager, Charlie Home; County Attorney, Robert L. Gunn; Finance Officer, Vicki McConnell; and Clerk to the Board, Sandra B. Sublett

Also Present: Senator Bob Atwater and NC House of Representative Member Joe Hackney

Absent: Vice Chairman Tommy Emerson

Chairman Morgan called the meeting to order at 8:18 AM. He reviewed the following Chatham County issues of concern and opened the floor for comments:

AGENDA

- I. Medicaid Relief**
- II. One Percent Land Transfer Tax**
- III. One Cent Local Option Sales Tax for Schools**
- IV. Statewide Schools Construction Bonds Referendum**
- V. Impact Tax Authorization**
- VI. Industrial Park Assistance**

ONE PERCENT LAND TRANSFER TAX

Commissioner Cross stated that Chatham County faces a very unique and troublesome growth situation; that the County is about to be over run by residential development; that it is important that the County be allowed options to generate the revenue necessary to address this situation and do the best possible job for its current citizens, newcomers, and the Triangle; that in order to understand the County's situation, it must be approached as a "regional perspective"; that the vast majority of Chatham's development is coming in the form of "bedroom" and "retirement" communities located in the northeast quadrant as a result of proximity and good jobs related to Orange, Durham (RTP) and Wake Counties; that it will be years before this residential growth will provide anything close to a tax base; that this influx of residential development is already placing extreme pressures on the County's ability to provide required services and facilities; that the growth is driven by the desires of investors, developers, builders, and most of all buyers; that the North Carolina Homebuilders Association has successfully blocked such legislative efforts for well over a decade; that he does not believe their opposition to be wise in this particular case; and that the growth must be addressed to achieve a community that is beneficial to the citizens, the homebuilder industry and the "Greater Triangle".

He stated that Chatham County is a rural community with the number one revenue generator being the poultry industry supported heavily by Latino immigrant residents; that the median income of \$73,000 is due to the ranking with the Metro Area comprised of Raleigh, Durham, and Chapel Hill; that a more realistic number for Chatham County median income is \$41,000; that most couldn't qualify for the loan even if they wanted one of the fine homes; that this market is certainly not relying on current

citizens as buyers, but property taxes are already increasing and will skyrocket without the one percent land transfer tax

He further stated that one percent land transfer fee would put Chatham County revenues in line with school impact fees of neighboring counties, would better protect lower income families, would create an "industry desired" level playing field for developers and builders, would negate the County's need for a school impact fee, would maintain a low property tax rate, would generate the revenue to support the staff, facilities, equipment, services, and infrastructure requirements which must be achieved to manage the growth of the County.

When Chairman Morgan asked how the funding for the State of North Carolina looked, Representative Hackney responded by saying that funding is extremely tight; that it is not as bad as the two previous sessions; that in order to keep from having massive cuts, they will need to keep the ½ cent sales tax for an additional year; that if the Medicaid predicted increase, the State employees health plan increase, a 2% State employee pay raise is assumed, and debt service is added to the base budget, the budget is approximately one billion dollars short out of a sixteen billion dollar budget; that assumes that the 1/2 cent sales is phased out, so that is approximately half the deficit; that a couple of hundred million are always cut trying to discover deficiencies; that that process is just now beginning; that the Governor has suggested some cuts in eliminating positions; that the budget will be balanced; and that the budget is extremely tight and competitive.

Commissioner Cross stated that the Homebuilders Association has been the primary opposition; that he realizes that it has been a tough battle to fight; that he has spoken with three developers including Newland Communities; that it was explained to them that the County would not need the school impact fee if they had the land transfer tax; that they actually seemed to like the proposal; that he is hoping to diffuse some of the opposition and get some support from what has been opposition; that he would like to give out the e-mail addresses of the NC House Representative and State Senator; and that the information will be sent to the Chamber of Commerce; that if everyone is receptive to his presentation, he would like to expand and go to other areas of the County.

Representative Hackney stated that the concept for the land transfer tax was nothing new; that the land transfer taxes were permitted in the 1980s for several counties; that developers have coalesced to make sure that there were no more of them; that in recent sessions it has not been successful; that if the Board of Commissioners wants them to sponsor this tax, they need to go and make a thorough assessment of the General Assembly; that the bills have to go through the finance chairs who head the tax committees; and that the question would be as to whether they would allow the bill to pass through.

Commissioner Barnes stated that the NCACC has been supporting this endeavor for years, and that the idea is if one county has it then all counties should have it.

IMPACT TAX

Commissioner Cross stated that the school impact fee is \$1,500.00 for homes and \$500.00 for apartments; that the School Impact Fund is currently at 3.8 million dollars; that it is apparent that these fees will not cover the growth expenses the County must meet; that if the County could get the one percent transfer tax, it would not need the school impact fee; and that it would generate plenty of money to do what needs to be done.

LOTTERY

The County Manager stated that the list should not be considered as exhaustive. He asked if there were other ideas which were generated through the General Assembly.

Representative Hackney stated that the Governor is interested in the lottery which would go for early education programs; that some people think that it should be a

"Georgia" style lottery to help pay free tuition for college; and that some people think that it should be a construction lottery.

Commissioner Outz raised the question of taxing bottled water, soft drinks, and bicycle riders.

Representative Hackney stated that anytime a small commodity was picked out, one would be talking about a small amount of money. He stated that he did not think that the General Assembly would tax water.

Representative Hackney encouraged Commissioner Cross to talk with the homebuilders and realtors at the central office in Raleigh. He stated that local developer support should go with him.

Senator Atwater stated that he, too, would talk with his constituents about this matter.

The County Manager asked if it would be advantageous to focus on one type of additional revenue as opposed to two or three.

Representative Hackney stated that he felt the Board should continue to talk with the NC County Commissioners Association; that getting more funding sources is a top priority for the Association; that they are talking with and focusing on this subject; and that they have a good feel for which/what has the best chance and what the chances for any of them are.

MEDICAID

Chairman Morgan asked about Medicaid relief.

Representative Hackney stated that the Federal Government is trying to push more of the Medicaid costs onto the states; that he thinks that he and Senator Atwater agree that they are not going to push any more of the Medicaid costs onto the County; that the bills that have been introduced to pick up the County's share and have the State pay it, simply have no voting source for the money.

ONE-CENT LOCAL OPTION SALES TAX FOR SCHOOLS

Chairman Morgan asked if the one-cent local option sales tax was available just for schools.

Representative Hackney stated that some people make that distinction if it's a referendum; that they will vote for it because they do not feel like they are the ones imposing the tax; that the people vote the tax. He stated that it was worth noting that the County does receive funds for school construction from that source.

He stated that Bill Owens, a former Pasquotank County and former head of the State Association introduced a lottery bill each time; that this year he modified it to be a local option lottery; that he does not sense that people think that this is the best way to do a lottery on a local option basis.

INDUSTRIAL PARK ASSISTANCE

Chairman Morgan stated that the driveway right-of-way had been agreed upon in the Industrial Park and that the Board has received notice that the hospital and juvenile center will be located in the park. He asked for any assistance in helping the park become a reality.

Representative Hackney stated that they have been fighting hard to keep the juvenile facility on track for Chatham County; that Secretary Sweat has consistently kept the concept of the multiple 35-beds rather than combining them into larger juvenile facilities; that the problem they have run into is that the House and Senate subcommittee

chairs do not like the concept; that they like larger facilities; that if two larger facilities are combined in Chatham and Guilford, the larger facility would likely end up in Guilford; that they have been working to keep the smaller concept in place; that Speaker Black has announced his support for the smaller concept; and that he is hopeful that the issue can be resolved within the next few weeks.

He stated that with regard to water and sewer money, the last big bond issue has all been allocated and spent; and that they were able to get some for Siler City, Pittsboro, and a small amount for the County.

SCHOOL BOND CONSTRUCTION FUNDS

The County Manager asked about statewide school bond construction money.

Representative Hackney stated that there were bills introduced every year for school bond construction; that with the State debt service approaching \$600,000,000 per year; that the treasurer and the governor think that it should not be increased at this time; and that they were opposed to any debt proposals that didn't have a comparable revenue stream to pay for the debt.

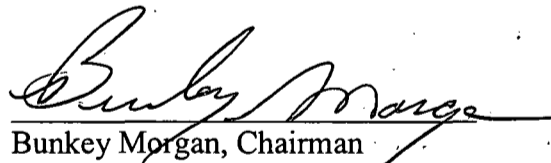
CONCLUSION

Representative Hackney and Senator Atwater both agreed to research the possibilities of the land transfer tax and share their findings within two to three weeks, support Medicaid relief, and see what State or Federal assistance may be available with regard to the industrial park.

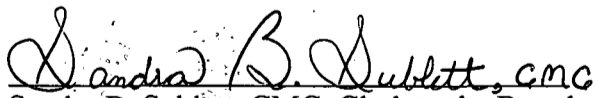
ADJOURNMENT

Chairman Morgan expressed appreciation to the Legislative Delegation for their continued support of Chatham County and its interests.

There being no further business to come before the Board, the Chairman adjourned the meeting at 9:23 AM.


Bunkey Morgan, Chairman

ATTEST:


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

MINUTES
CHATHAM COUNTY
BOARD OF COMMISSIONERS
WORK SESSION
MARCH 21, 2005

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 March 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; Finance Officer, Vicki McConnell; and Clerk to the Board, Sandra B. Sublett

The Chairman called the work session to order at 2:00 PM.

Work Session Agenda

1. **Capital Projects**
2. **Water Committee Recommendation**
3. **Siler City Business Park Presentation**
4. **Planning Items**
5. **Pittsboro Project**

The County Manager reviewed the Work Session Agenda.

CAPITAL PROJECTS

Vicki McConnell, Finance Officer, reviewed the 2006-2009 Capital Projects and Borrowing Schedule as developed by staff.

The Board looked at both the County's and the proposed school capital projects. Given the size of the project, the Board decided that the County's projects was desirable.

By consensus, the Board's number one capital project priority was listed as the Department of Social Services followed by the economic development infrastructure work proposed at the County's Business Park

The Board also highlighted the desirability of the community college project within the Business Park.

Schools Proposed Needs:

The Board discussed several possibilities including having a bond referendum for all the projects and other financing options.

After considerable discussion regarding the merits of projects and the high cost associated with the proposed schedule, the Board decided to have a follow-up meeting on March 28, 2005 beginning at 9:00 AM.

Council on Aging:

Commissioner Emerson moved, seconded by Commissioner Outz, to revise the agreement with the Council on Aging regarding the Siler City Senior Center. The motion carried five (5) to zero (0).

BREAK

The Chairman called for a five-minute break.

BUSINESS/INDUSTRIAL PARK

Fred Hobbs, P.E., President of Hobbs, Upchurch & Associates, PA, reviewed an executive summary of the Chatham County Business/Industrial Park. He explained the options to access the project area, the Phase 1 main roadway into the park, Phase 2 additional lots and roadway, water and sewer systems, wetlands, survey, and buffers. He explained the project costs by the current Hobbs Upchurch & Associates team that were estimated on a "worst-case scenario" basis, typical design constraints, and modified cost estimates. He summarized Phase 1 and Phase 2 project costs including Water System Estimates, Sewer System Estimates, and Roadway Estimates.

Commissioner Barnes moved, seconded by Commissioner Emerson, to start design permitting for the Business/Industrial Park Phase I. The motion carried five (5) to zero (0).

Commissioner Cross moved, seconded by Commissioner Barnes, to declare the mobile home located on the Business/Industrial Park property as surplus. The motion carried five (5) to zero (0).

WATER ADVISORY COMMITTEE

Will Baker, Utilities Director, stated that the Water Advisory Committee met on Thursday, March 10, 2005 and that the Water Advisory Committee requested that he and Commissioner Barnes approach the Board of Commissioners with the following which had received a unanimous vote:

1. Request for the Commissioners to approve the design and installation of Chatham County's own raw water pump station (located on the Cary Intake Site).
2. Request that the Chatham County Board of Commissioners (with the County taking the lead) continue to support and work towards a regional intake on the West Side of Jordan Lake.
3. Request that the Chatham County Board of Commissioners approve initiating design and installation of upgrades to the water plant to increase its production capabilities.

Raw Water Pump Station:

Commissioner Barnes moved, seconded by Commissioner Cross, to approve the design and installation of Chatham County's own raw water pump station (located on the Cary Intake Site). The motion carried five (5) to zero (0).

Regional Intake on West Side of Jordan Lake:

Commissioner Emerson moved, seconded by Commissioner Outz, to reaffirm support and work towards a regional intake on the West side of Jordan Lake. The motion carried five (5) to zero (0).

Initiate Design and Installation of Upgrades to Water Plant:

Hobbs Upchurch is to begin working on the expansion of the water plant to increase capacity.

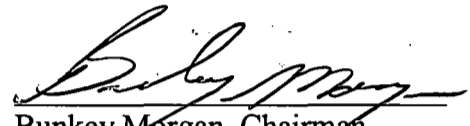
By consensus, the Board agreed to seek assistance from Governor Easley, Senator Atwater, and Representative Hackney to intervene on the County's behalf with regard to placing an intake on the west side of Jordan Lake.

WILLIAMS POND


Keith Megginson, Planning Director, presented a pictorial review to more clearly define the stream buffers on Williams Pond.

RECESS

Commissioner Cross moved, seconded by Commissioner Emerson, that the meeting be recessed to the regularly scheduled Board of Commissioners' meeting in the District Courtroom. The motion carried five (5) to zero (0), and the meeting was recessed at 4:58 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
MARCH 21, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the District Courtroom, located in Pittsboro, North Carolina, at 6:00 PM on March 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; Finance Officer, Vicki McConnell; and Clerk to the Board, Sandra B. Sublett

The meeting was called to order by the Chairman at 6:00 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 County Manager asked that Item # 28, Consideration of a request to appoint/reappoint members to the Adult Care Home Committee and Item #25 Consideration of a request to appoint/reappoint a member to the Cape Fear River Assembly be deferred until a later date.

Commissioner Cross asked that his appointment to the Appearance Commission be added to the Agenda as Item #24.

Commissioner Emerson moved, seconded by Commissioner Outz, to approve the Agenda and Consent Agenda with the noted requests. The motion carried five (5) to zero (0).

CONSENT AGENDA

1. **Minutes:** Consideration of a request to approve Board minutes for regular meeting held March 07, 2005, Work Session held March 07, 2005, and Legislative Delegation meeting held March 14, 2005

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

2. **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).

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

A. Caviness Lane B. Yurt Village Road

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

4. **Final Plat Approval of "Park Pointe West, Phase 2":** Consideration of a request by Landco Realty for final plat approval of "Park Pointe West, Phase 2", consisting of six lots on approximately thirty-five (35) acres located off North Pea Ridge Road, SR #1700, in New Hope Township

As per the Planning Department and Planning Board recommendation, the final plat was approved as submitted.

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

5. **Preliminary Plat Approval of "Colvard Farms Subdivision, Phase VI":** Consideration of a request by Colvard Farms Development Company, LLC for preliminary plat approval of "Colvard Farms Subdivision, Phase VI", consisting of fourteen (14) lots on approximately eighteen (18) acres, located on North Ridge Drive connecting through Colvard Farms Road off Highway #751, in Williams Township

As per the Planning Department and Planning Board recommendation, preliminary approval of the plat was granted as submitted.

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

6. **NC Governor's Crime Commission Grant:** Consideration of a request to accept funds from the North Carolina Governor's Crime Commission for the Chatham County Sheriff's Office in the amount of \$10,426.00

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

7. **Set Public Hearing on the Closing of Streets in Haywood:** Consideration of a request to adopt **Resolution #2005-12 of Intent to Permanently Close Certain Streets in Haywood** setting April 18, 2005 as the date on which to hold a public hearing to receive public comments on the closing of certain streets in Haywood, attached hereto and by reference made a part hereof.

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

END OF CONSENT AGENDA

RESOLUTIONS HONORING CHATHAM COUNTY SERVICEMEN

Resolutions Honoring Chatham County Servicemen: Consideration of a request to adopt **Resolution Honoring the Service of Floyd Baldwin to His Country** and **Resolution Honoring the Service of Michael Bullis to His Country**

The Chairman read each resolution in its entirety.

Commissioner Emerson moved, seconded by Commissioner Cross, to approve **Resolution #2005-13 Honoring the Service of Floyd Baldwin to His Country**. The motion carried five (5) to zero (0).

Commissioner Emerson moved, seconded by Commissioner Cross, to approve **Resolution #2005-14 Honoring the Service of Michael Bullis to his County**. The motion carried five (5) to zero (0).

BOARD OF COMMISSIONERS' MATTERS

Briar Chapel Minutes: Consideration of a request to approve the minutes for the Briar Chapel meeting held February 15, 2005

Commissioner Emerson moved, seconded by Commissioner Outz, to approve Briar Chapel minutes from the meeting held February 15, 2005 and adopt **An Ordinance Amending the Compact Communities Ordinance of Chatham County, An Ordinance Amending the Zoning Ordinance of Chatham County, and Resolution #2005-15 Approving an Application for a Conditional Use Permit for a Request by Mitch Barron on Behalf of Newland Communities for Briar Chapel Planned Residential Development**. The ordinances and resolution are attached hereto and by reference made a part hereof.

After considerable discussion, the Chairman called the question.

The motion carried three (3) to two (2) with Commissioners Cross and Barnes opposing.

Resolution for Abandonment of Portion of Ball Park Road: Consideration of a request to adopt **Resolution for the Abandonment of a Portion of SR #1138 Ball Park Road**

Commissioner Outz moved, seconded by Commissioner Cross, to adopt **Resolution #2005-16 for the Abandonment of a Portion of SR #1138 Ball Park Road**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

PUBLIC INPUT SESSION

Mark Todd, 26 Many Charles Lane, Chapel Hill, NC, speaking on behalf of the Homebuilders Association, invited the Board to attend their meeting. He stated that they are held every month; that they are beginning to be involved in the process; that land transfer fees would be more equitable way to help fund new schools; that they question whether new construction is what is driving higher school population; that this easy money may be the most expensive in the long run; that if small builders are run out, you will be left with tract housing from developers that don't provide benefits to employees; that he wouldn't object to impact fees if it didn't impact the small builders; it puts them at a cash deficit up front; that he proposed paying the impact fees before certificate of occupancy rather than at permitting; that good schools benefit everyone and that they are behind that, they just want to be able to continue doing good business in Chatham.

Robert Eby, 1056 Fearington Post, Pittsboro, NC, stated that in Briar Chapel minutes there are only 60 affordable housing units and the Compact Communities Ordinance requires 5%; that the required amount is 120 units; that the money they propose to get to the required amount is insufficient to buy the lots in the County; that the costs presented by the Board of Education indicates that costs per student is up considerably versus what was presented in the Briar Chapel fiscal impact study; that the increase in costs is an additional \$2,900 per living unit; that total indebtedness is up \$6.9 million; that the surplus to the County also drops; that other developments show similar shortfalls; and that other options are encouraged to help build the schools the County needs.

John Gray, 123 Cub Creek Extension, Chapel Hill, NC, stated that he would like the Board of Commissioners to consider adopting an ordinance concerning all-terrain vehicles (ATVs); that people are operating on private property illegally and unsafely; that it could be a great tool for law enforcement; that it is better than having confrontations with careless individuals; and that he would like this brought up at the next meeting.

Commissioner Outz moved to bring the matter up at the next meeting.

The motion died for lack of a second.

The County Attorney is to research the matter.

Jeffrey Starkweather, 890 Old Goldston Road, Pittsboro, NC, stated that the website is good for access for citizens; that the lengthening of the public input session is a good thing; that he has some suggestions for improved citizens access; that the tapes should be able to be listened to and recorded by citizens; that the audios should be on the website; that documents from departments and agencies be available for the public; that there be first and second readings for major changes of ordinances, resolutions, and other major proposals; that all motions and amendments should be read aloud or provided in writing; that County and other local government studies/research used by Commissioners to back up policy proposals be presented in writing and authors available for questioning by fellow Commissioners and citizens; that upon request, a list of all advisory and commission memberships and pertinent information be available for anyone requesting it; that all minutes and documents prepared by advisory boards and Commissioners be available on the County website for easy access and referral; and that all past Planning Board minutes be posted in a manner similar to the current posting of the Board of Commissioners' minutes.

Nancy Balasubramanian, 2018 Moncure Pittsboro Road, Pittsboro, NC, stated that she is relatively new to the area; that they are concerned with some things going on; that one concern is the median price of the different developments; that moderately priced homes are increasing in price; that she is worried that if she had shown up two years later she would not be able to live here; and that when they consider other developments they should remember moderately priced homes.

BOARD OF COMMISSIONERS' MATTERS

Public Hearings:

Community Development Block Grant – Economic Development Funds: Public hearing (first of two) to receive public comments on a request to apply for Community Development Block Grant – Economic Development funds

There was no one present who wished to make public comments.

Chatham County Local Soil Erosion and Sedimentation Control Ordinance: Public hearing to receive public comments on the proposed Chatham County Local Soil erosion and Sedimentation Control Ordinance

The County Manager explained the specifics of the proposed ordinance and answered questions from the Board.

Liz Cullington, 390 Rocky Hills Road, Pittsboro, NC, stated that there has been a demonstrated need for an inspector even before large developments; that she supports on-site personnel; that she advocates passing of the model ordinance even with blanks; that she has some wording with regard to specifics; that specifically the model ordinance even small areas can damage or erode; that in Section 9 the exception paragraph should be deleted; that the door would be open to less protection for homeowners; that Section 15 on existing uncovered areas states that reservoirs are exempt should be amended; that local government should not be exempted when they make a major impact; that Section 17 on appeals should be amended regarding activity during the appeal process; and that exemptions should be complete.

Elaine Chiosso, 1076 Rock Rest Road, Pittsboro, NC, stated that she is representing the Haw River Assembly; that erosion into the Haw River is a great problem they deal with on an ongoing process; that she spoke with the chief inspector that is in charge of inspectors in Chatham County; that his office covers sixteen counties; that all public works projects must be inspected by the State regardless of local ordinances; that only about 2/3 of work is sedimentation and erosion control; that they have eight staff people and four jobs were vacant; that three have been filled and are in training; that the person that covers Chatham County covers Orange and Lee Counties; that the State will provide training; that the State fees will be going up anyway; that they encourage municipalities to join the program as well; that there would be quicker response time; that there would be more efficient coordination with the Planning Department; that there would be greater assistance at the permitting level; that the State guy said that even one person who is experienced and trained is not enough; that he recommended two people—one lead and one field inspector; and that she urged the passing of the ordinance.

Loyse Hurley, President of Chatham Citizens for Effective Communities (CCEC), 16 Matchwood, Pittsboro, NC, stated that CCEC is fully supportive of the ordinance and establishment of a department; that the State does not have sufficient staff and time to attend to Chatham's needs; that the County is growing at an unprecedented rate; that a conservative estimate of the thirty-five developments currently on the books indicates that 11,936 acres are involved; that that is nineteen square miles slated for development primarily in the NE part of the County; that all are involved in some type of construction activity; that all have the potential to create sediment in the County's waterways; that many tributaries of the County's water supply are endangered; that this requires County manpower and a strong ordinance; that the County needs more than one expert; that the problem needs to be caught at the source before it reaches the waterway; that the County needs to be in a position to provide expertise to the developers; that they support any tweaking necessary in the future; that CCEC applauds the Board's efforts to establish this ordinance and department; that they recognize that the ordinance may ultimately need some tweaking so it is specific for Chatham

County, but given the time limitations for submission to the State for a grant to help fund the critical department, CCEC gives it its full support!

George Lucier, 628 Redbud, Pittsboro, NC, stated that he is speaking in favor of the proposed ordinance; that the County has done a poor job of monitoring whether or not plans by developers have been well implemented in determining if it has held up over time; that this ordinance will address this deficiency; that it will protect water quality; that the State does not have the resources to handle Chatham County's soil erosion problems; that two years ago the Planning Board passed stream buffer requirements; that it has yet to come to a public hearing; that the requirements were included in the Compact Communities Ordinance; and that he urges passing of the ordinance and looking at the stream buffer requirements.

Richard Hayes, 612 Oak Island, Chapel Hill, NC, stated that he inquired whether there would be any cost sharing with Pittsboro and/or Siler City had been investigated; that he is strongly in favor of the ordinance; that a study at the University of North Carolina showed a strong correlation between enforcement personnel and water quality; that the problems get caught very early; that there will be quick response from local people; that it will provide a better service for developers; and that he urged passing of the ordinance and the funding of a second position.

Catherine Deininger, 124 Goldberry Lane, Pittsboro, NC, stated that she supports the ordinance and the officers; that she is speaking on behalf of Cynthia Crossen, who heads up the Haw River Watch Project; that this group monitors the rivers and tributaries for pollutants and sediment at least four times a year to assess water quality; that teams measure the types and amounts of macroinvertebrate "indicator species" that live in the stream; that as Chatham County is developed, sediment from housing, roads, and other constructions has become a major source of pollution for Chatham's streams and rivers; that the past few years have shown a dramatic increase in sediment in Chatham's waterways; that this problem will significantly increase as current and approved developments proceed; that Brooks Creek and Dry Creek, are being impacted by construction of the golf course, roads, house sites, and new water line for the Chapel Ridge Golf Community; that the County needs its own officers and support staff person to make sure that for all development and construction, the proper sediment controls are in place; that the ideal would be to have two officers, given the amount of inspection that will be needed due to the rapid development underway and planned for the County; that passing the proposed ordinance will qualify the County for some State funding for these positions; that in addition, salaries will come from inspection fees paid by developers, and from any fines levied against developers found in violation of the ordinance; that the County's own Sediment and Erosion Control Officers can do more thorough and frequent inspections than the State. She urged the Board to establish these positions immediately.

Kay Gundlach, 247 Ferrington Road, Pittsboro, NC, stated she has lived in Ferrington Village since 1983; that there was a very clear pond fed by two creeks located behind her residence; that since 2003, there has been a great environmental change due to the US Highway #15-501 construction; that there are hardwoods standing in water and mosquitoes are a problem; that she read a letter from her neighbors that moved in to Ferrington in May 2000; that in spring 2003 the stream feeding the pond was rushing and not drying up even weeks after a rain; that the changing pattern of the water is alarming; and that feeder streams have now brought sedimentation to the pond.

Michael E. Burke, 751 Windsor Road, Chapel Hill, NC, stated that this ordinance is a wonderful thing; that he questioned why it took so long to get the ordinance on the website; that there are a lot of holes in the ordinance as it is; that he asked when it would be in affect; that he would like to see a timeline for when everything will be completed; that there should be something in there about a performance bond for developers to protect the County; that the fee structure needs to be more exact; that the difference between a true forestry practice and a development cut must be defined; and that agricultural practices must be examined.

Commissioner Emerson moved to adopt the Chatham County Local Soil Erosion and Sedimentation Control Ordinance. Commissioner Outz seconded the motion. The motion carried five (5) to zero (0). The ordinance is attached hereto and by reference made a part hereof.

BREAK

The Chairman called for a ten-minute break.

PLANNING AND ZONING

Public Hearings:

Public Hearing for Revision to Existing Conditional Use Permit: Public hearing to receive public comments on a request by George Farrell, Jr. on behalf of Kunal Enterprises LLC for a revision to an existing Conditional Use Permit (previously Andy Carlson/Handy Andy), parcel #70029, to retain the existing approved uses and add the following:

- Boat, trailer and other utility vehicle sales to include camper and RV rental and sales and services including boat, RV, camper and other vehicle storage
- Bait and tackle shop
- Sporting goods sales and Camping supplies
- Self Storage/mini warehouse storage facility with related retail and services (i.e. moving truck rentals)
- Vehicle and boat wash
- Rental equipment company
- Office – business, professional and governmental

On two (2) acres, located at the intersection of SR #1744, Bob Horton Road, and NC Highway #64 E, New Hope Township and for review of a revised site plan for the overall project

Elaine Chiosso, 1976 Rock Rest, Pittsboro, NC, stated that the Board must be careful about developments so close to Jordan Lake; that the first condition would allow vehicle storage; that there are engine leak problems; that it could be a problem with runoff; that the fifth point about vehicle and boat wash could lead to runoff from cleaners.

Public Hearing for Conditional Use District for Landscape Business: Public hearing to receive public comments on a request by Christopher M. Fortunes on behalf of Royce and Faye Webster for a B-1 Conditional Use District with a Conditional Use Permit for Landscape Business, Lawn and Garden Shop, and Florist Shop on approximately 3.8 acres, located on the north side of US Highway #64, east of Jordan Lake in New Hope Township

Tom Bennett, 79 John Horton Road, Apex, NC, stated that he represents Hindes Bennett Development Company who owns adjoining property; that they are negatively affected by the rezoning; that they purchased the fifty acres for residential development and an equestrian facility which is compatible with the existing zoning; that they are opposed to this rezoning for three reasons: 1) The proposal is too open-ended, which, as written could allow too great commercial development in light of current agricultural/residential zoning; 2) The rezoning is premature in light of the ongoing NCDOT US64 Corridor study which is underway; 3) This "spot" zoning is inconsistent with the County-wide effort to put commercial development at crossroads of County roads and not have pockets of commercial/industrial property that would impede residential development; that as the application reads, the proposed change is requesting a lawn care and maintenance business, a florist shop, and a large building to house equipment for Mr. Fortunes' landscape business; that the adjoining property is residential in nature and parts are being sold as home sites; that the boarding facility built on the adjoining land is with the current zoning and the negative impact of this commercial development will fall heaviest on the Chatham County and Jordan Lake and the storage of landscape trailers and equipment negatively impacts such a gateway; that such an open-ended request only hurts the value of the adjoining land and without mitigation to the landowner most affected; that these reasons force them to oppose the rezoning; that their second reason for opposition is such rezoning is premature in light of the ongoing corridor study being performed by NCDOT; that the plan is looking at a limited access US Highway #64 from Asheboro to Wake County; that the zoning change would add

pressure of yet another access to a high-speed highway; that if the County goes to a special highway overlay district as in Wake County, a 50' setback will be required; that the third reason is that he is opposed to "spot" zoning as it is inconsistent with the County's effort to put commercial development at crossroads; that this property is .5 miles from any intersection or crossover; that when they purchased the land adjoining the land in September 2002, they were told that the County was trying to restrict commercial development to the east of Bob Horton Road; that they made a large financial investment based on that use plan; and that they hope that the Board of Commissioners and Planning Board look at the "gateway" of Chatham County as something that is to be maintained as a rural landscape and maintain the current zoning of the property.

Public Hearing For Revision to Existing Conditional Use Permit for Planned Unit Development: Public hearing request by Jeff Hunter on behalf of Colvard Farms for a revision to the existing Conditional Use Permit for a Planned Unit Development for a cluster development to add approximately fourteen (14) acres of land, which will consist of fourteen (14) lots, located west of NC Highway #751, Williams Township

There was no one present who wished to make public comments.

Public Hearing to Locate Communication Towers for 2005 Tower Plan: Public hearing to receive public comments on a request by Gray Styers, Jr. on behalf of Cingular Wireless to locate communication towers and co-locations within Chatham County for the 2005 tower plan

Karen Prather, 1447 Hillsborough Street, Raleigh, NC, attorney, stated that she asks for approval of their proposed four new sites; that these sites were approved last year as well; that due to the merger no new towers were built; that the first site is a co-location on a SBA site; that the second site is a new tower 199' monopole for new coverage at the southern portion of Jordan Lake; that the third site is to provide coverage along the Harris reservoir and Highway #42; and that the fourth site is along the Chatham/Orange County line.

Public Hearing to Locate Tower in Harpers Crossroads: Public hearing to receive public comments on a request by Chatham County to locate one (1) communication tower in the Harpers Crossroads area for the 2005 tower plan

There was no one present who wished to make public comments.

PLANNING AND ZONING

Other Matters:

Request for Amendment to the Chatham County Watershed Protection Ordinance: Consideration of a request by attorney Nicholas P. Robinson on behalf of Bynum Ridge, LLC for amendments to the Chatham County Watershed Protection Ordinance Sections 303 (A) and Section 600. The proposed amendments would allow single-family cluster developments located within more than one watershed to share density in the different watersheds without exceeding the maximum allowed in the combined watersheds.

Commissioner Outz moved, seconded by Commissioner Emerson, to adopt **An Ordinance Amending the Watershed Protection Ordinance of Chatham County**, attached hereto and by reference made a part hereof. The motion carried three (3) to two (2) with Commissioners Barnes and Cross opposing.

Request for Conditional Use District: Consideration of a request by Bynum Ridge, LLC for a Conditional Use District (CU-RA-90) on 650 acres (presently 242 acres zoned RA-5 and 408 acres zoned RA-40) on the south side of SR #1711, Bynum Ridge Road

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt **An Ordinance Amending the Zoning Ordinance of Chatham County**, attached hereto and by reference made a part hereof. The motion carried three (3) to two (2) with Commissioners Barnes and Cross opposing.

Request for Conditional Use Permit for a Planned Unit Development: Consideration of a request by Bynum Ridge, LLC for a Conditional Use Permit for a Planned Unit Development, Williams Pond Residential Community, consisting of 185 lots on 650 acres, located on the south side of SR #1711, Bynum Ridge Road, Baldwin Township

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt **Resolution #2005-17 Approving an Application for a Conditional Use Permit for a Request by Bynum Ridge, LLC for Bynum Ridge Planned Residential Development**, attached hereto and by reference made a part hereof. The motion carried three (3) to two (2) with Commissioners Barnes and Cross opposing.

Request for Modification to Existing Conditional Use Permit for Governors Village Commercial: Consideration of a request by Bradshaw & Robinson, LLP on behalf of Governors Village Commercial LLC for a modification to the existing Conditional Use Permit for the Governor's Club Planned Unit Development to add 18.95 acres to be developed as 49 single family residential lots, located off SR #1726, Old Fearington Road, and to revise the existing Conditional Use Permit to change the approved land use for the East Dossett parcel (+/- 11 acres) from commercial to 76 residential town homes, located off SR #1008, Mt. Carmel Church Road, Williams Township

Commissioner Outz moved, seconded by Commissioner Emerson, to adopt **Resolution #2005-18 Approving an Application for a Conditional Use Permit for Governors Village Commercial, LLC**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Request for Revision to Existing Conditional Use District: Consideration of a request by David Webster for a revision to the existing B-1 Conditional Use District with Conditional Use Permit for day care and other various uses, to retain the existing uses and add Veterinary Clinics and Hospitals, on two (2) acres, located off SR #1712, East Cotton Road, Baldwin Township

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt **Resolution #2005-19 Approving an Application for a Revision to a Conditional Use Permit for David Webster**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Request for Revisions to Chatham County Zoning Ordinance: Consideration of a request by the Chatham County Planning Department for revisions to Sections 10.6, 10.7, and 15.5 of the Chatham County Zoning Ordinance and Attachment A of the Chatham County Watershed Protection Ordinance regarding campgrounds and RV parks

After considerable discussion, Commissioner Emerson moved, seconded by Commissioner Outz, to table the matter until a later date. The motion carried five (5) to zero (0).

BOARDS AND COMMITTEES

Appearance Commission Appointment: Consideration of a request to appoint a member to the Appearance Commission by Commissioners Barnes (1)

Commissioner Barnes moved, seconded by Commissioner Outz, to appoint Kim Archer, 875 Pokeberry Lane, Pittsboro, NC, to the Appearance Commission. The motion carried five (5) to zero (0).

~~**Cape Fear River Assembly Appointment:** Consideration of a request to appoint/reappoint a member to the Cape Fear River Assembly by Commissioner Barnes (1)~~

This appointment was removed from the Agenda for consideration at a later date.

Piedmont Conservation Council Appointment: Consideration of a request to appoint a member (1) to the Piedmont Conservation Council

This appointment was deferred until a later date.

Recreation Advisory Board Appointment: Consideration of a request to appoint a member (1) to the Recreation Advisory Board

Commissioner Cross moved, seconded by Commissioner Emerson, to appoint Mr. Joe Fraser, 4 Fearrington Post, Pittsboro, NC, to the Recreation Advisory Board. The motion carried five (5) to zero (0).

~~**Adult Care Home Committee Appointments:** Consideration of a request to appoint/reappoint a member to the Adult Care Home Committee by Chairman Morgan (1) and one appointment by the Board (1)~~

Appointments to the Adult Care Home Committee were deferred until a later date.

MANAGER' S REPORTS

The County Manager reported on the following:

Resolution Requesting A One-Cent Sales Tax In Chatham County:

Commissioner Emerson moved, seconded by Commissioner Cross, to adopt **Resolution #2005-20 Requesting a One Cent Sales Tax in Chatham County**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Department of Social Services:

Commissioner Emerson moved, seconded by Commissioner Barnes, to appoint Sandy Coletta as Deputy Finance Officer and authorize her to sign checks for the Department of Social Services. Commissioner Barnes The motion carried five (5) to zero (0).

Impact Fee Study:

Commissioner Emerson moved, seconded by Commissioner Barnes, to authorize Tischler and Associates to build on the impact study data update prepared by County staff in the amount of \$15,000.00. The motion carried five (5) to zero (0).

Pittsboro Issues:

Chairman Morgan stated that the Town of Pittsboro was down to nearly zero on their wastewater allocations; that they are investigating the possibility of a spray field south of town for 800,000 gallons; that the fee would be \$10,000 per month until they can improve their plant; that he would like for the County to assist with this fee for up to a five-year period, \$60,000 per year, total amount \$300,000; and that this would help pay for the spray system.

Chairman Morgan moved to assist the Town of Pittsboro on their spray system by giving them \$5,000 per month, up to five years, to be located south of town.

Considerable discussion ensued. The motion died for lack of a second

Work Session:

By consensus, the Board agreed to hold a work session on March 28, 2005 in the Henry Dunlap, Jr. Classroom at 9:00 AM to discuss capital projects and Town of Pittsboro topics.

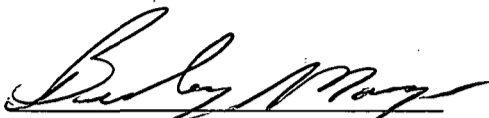
COMMISSIONERS' REPORTS

There were no Commissioner reports.


RECESS

Commissioner Emerson moved, seconded by Commissioner Outz, that the meeting be recessed until Monday, March 28, 2005 at 9:00 AM to discuss capital projects and other

topics of interest. The motion carried five (5) to zero, and the meeting was recessed at 9:32 PM.


Bunkey Morgan, Chairman

ATTEST:


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

DATE 3/04
 TIME 9:06
 USER TINA
 TAX
 YEAR

BOARD REVIEW OF COLLECTED RECEIPTS REPORT

CHATHAM COUNTY

DEPOSIT DATES 2/01/2005 THROUGH 2/28/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
1997	MCDOWELL DAVID RICHARD	2/10/2005	147805	202			1.26			MOVED TO GEORGIA
	** YEAR TOTALS **						1.26			
1999	HODGESON JIMMIE	2/11/2005	305448	107		2.99				DECEASED SOLD W/EST
1999	SPELL JAMES V & MYRNA	2/07/2005	304613	107		65.51				MH SOLD/ABATE 97 98&99
	** YEAR TOTALS **					68.50				
2000	HODGESON JIMMIE	2/11/2005	401126	107			3.00			DECEASED/ SOLD W/EST
	** YEAR TOTALS **						3.00			
2001	DIXON ERIC P	2/21/2005	500284	107		27.97				WAKE CO ACCT# 00040255
2001	HODGESON JIMMIE	2/11/2005	520715	107		2.33				DECEASED/ SOLD W EST
	** YEAR TOTALS **					30.30				
2002	DIXON ERIC P	2/21/2005	601119	107		27.97				WAKE CO ACCT# 00040255
2002	HODGESON JIMMIE	2/11/2005	624191	107		2.33				DECEASED/ SOLD W/EST
2002	WILSON JERRY P	2/01/2005	615690	103				100.00		MH REMOVED PER KH
	** YEAR TOTALS **					30.30		100.00		
2003	BOWERS LEONARD WARREN	2/11/2005	734722	109			199.07			DBLSTED SAME AC#
2003	ALLEN THOMAS MRS	2/25/2005	688506	101		7.85				DBLST WITH CHAD ALLEN
2003	CLARK HOWARD LEE SR LIFE EST	2/21/2005	702183	107						ADDING SWFEE BACK TO R
2003	DIGGS JAMES H	2/08/2005	692394	107	12.32					TRANSF TO FIRE DEPT/MR
2003	DIXON ERIC P	2/21/2005	704124	107		27.97				WAKE CO ACCT# 00040255
2003	FERRELL DONALD LANE	2/11/2005	789328	106			13.23			SITUS IN HARNETT CO
2003	FUTRELL GLENN	2/24/2005	706420	107	623.84					DBLST PER MR W/0078657
2003	GOMEZ IQMADO	2/08/2005	733103	101		57.65				DBLSTED W/ACC# 1207523
2003	HARMON RUSSELL (RUSTY) ALLEN	2/16/2005	708764	107		58.49				HAS BEEN AT CARR LAKE
2003	HATLEY CLINTON	2/09/2005	712615	107		21.90				LISTED IN WAKE
2003	HODGESON JIMMIE	2/11/2005	729640	107		2.33				DECEASED/ SOLD W/EST
2003	LEMONS JESSICA BROOK	2/25/2005	806359	202			22.15	5.00		NOT IN CITY LIMITS
2003	LEMONS JESSICA BROOK	2/25/2005	806360	202			28.03	5.00		NOT IN CITY LIMITS
2003	MCDOWELL DAVID RICHARD	2/10/2005	694298	202		3.23				MOVED TO GEORGIA
2003	MUNDAY SCIENTIFIC INSTRUMENT S	2/01/2005	753869	106		5.77				MOVED TO VERMONT IN 02
2003	OAKLEY LAURA JANNETTA	2/11/2005	699835	107		67.81				BOAT SOLD IN 2002
2003	WILSON JERRY P	2/01/2005	721526	103				115.00		MH REMOVED PER KH
	** YEAR TOTALS **				636.16	253.00	262.48	10.00	115.00	
2004	BB&T LEASING CORP	2/07/2005	794212	107		887.73				DBLST IN RECPT# 888471
2004	BOWERS JAMES NELSON	2/21/2005	904681	109			138.44			DBL BILLED SEE KYJ1878
2004	CANDELORI STEPHEN HOWARD	2/04/2005	882663	107			7.42			12FT UTILITY TRAILER
2004	CLARK MICHAEL JOHN	2/08/2005	881436	106			163.98			IN MILITARY
2004	EVERETT KAREN TEMPLETON	2/02/2005	883758	107			43.09			RELEASED TO WAKE
2004	FAMILY WELLNESS & RECOVERY	2/21/2005	880196	107			163.39			TAX EXEMPT
2004	FARRELL JAMES MARK	2/07/2005	794035	106		48.82				LISTED IN ORANGE CO
2004	GOODWIN RONALD LINCOLN	2/08/2005	875411	113			48.00			MILITARY FORT GORDAN G

DATE 3/04
 TIME 9:06
 USER TINA
 TAX
 YEAR

BOARD REVIEW OF COMPLETED RECEIPTS REPORT
 CHATHAM COUNTY

2
 # CL2182

DEPOSIT DATES 2/01/2005 THROUGH 2/28/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2004	JONES TRENT CONROY	2/07/2005	880397	202			2.48	5.00		OUTSIDE SILER CITY
2004	MOORE ROBERT LEE	2/15/2005	881412	104			78.03			LIVES IN HARNETT COUNT
2004	SHACHTMAN RICHARD HYMAN	2/21/2005	881229	107			290.83			TAGS TURNED IN 7/30/04
2004	SPECIALIZED LANDSCAPE SERVICES	2/04/2005	885039	107			10.12			16FT UTILITY TRL
2004	ALSTON JAMES EARL	2/01/2005	863947	101	296.93					MH DBLST AS PERS PER K
2004	BAKER STEPHEN WELLS	2/09/2005	894612	104			87.04			WRONG VALUE ON ALLE HC
2004	BATCHELOR CHARLES EDWARD	2/17/2005	903385	103			19.81			WRONG VALUE ON FORD F2
2004	BEAR CREEK BAPTIST CHURCH	2/03/2005	853538	100	1918.81					TAX EXEMPT
2004	BRIGHT RANDALL GLENN	2/25/2005	904427	107			6.06			HIGH MILEAGE
2004	BRITT JOSIAH	2/08/2005	843166	107		59.92				LISTED IN MONTGOMERY C
2004	BROWN HARRY III	2/15/2005	897213	107			38.25			HIGH MILES
2004	BRYDEN LENORE ELIZABETH	2/01/2005	825490	101	249.98					MH DBLST AS PERS PER K
2004	BUCK REGINA G	2/15/2005	864842	107		2.72				NOT IN CHATHAM COUNTY
2004	BURGESS MARTIN TYRONE	2/15/2005	823357	113		4.49				SOLD 5 YEARS AGO
2004	BURKE G W	2/22/2005	820992	103					115.00	REFUND SWFEE PER KH
2004	CAMPOS JOSUE	2/08/2005	882156	101		268.35				DBLST AS REAL EST 0013
2004	CEDAR RUN FARM INC	2/17/2005	856847	113		44.17				OUT OF BUSINESS 12/31/
2004	CHATHAM CO BOARD OF ED	2/03/2005	853600	100					115.00	TAX EXEMPT
2004	CHATHAM CO BOARD OF ED	2/03/2005	853601	100					115.00	TAX EXEMPT
2004	CHATHAM CO BOARD OF ED	2/03/2005	853618	104	5.82					TAX EXEMPT
2004	COUNTY OF CHATHAM	2/09/2005	853421	106					115.00	CONDEMNED BY COUNTY
2004	CROSS HORACE HEIRS ETALS	2/16/2005	854078	105					230.00	REL 2 SWFEE/115.00@
2004	CRUTCHFIELD KERI JO	2/01/2005	835073	101	249.87				115.00	MH DBLST AS PERS PER K
2004	CURRIN WESLEY C	2/01/2005	833053	113	195.30				115.00	DW LISTED AS PERSONAL/
2004	DE LOACH PATRICIA GAINES	2/21/2005	906136	200			3.34			SHOULD NOT BE GOLDSTON
2004	DELOACHE JAMES L	2/23/2005	822711	201	150.27					VOID PER MR DBLST W/79
2004	DIGGS JAMES H	2/08/2005	822799	107	12.32					TRANSF TO FIRE DEPT/MR
2004	DIRLIK KIRA RUTH	2/01/2005	894691	107			5.10			HIGH MILES (KH)
2004	DIXON ERIC P	2/21/2005	833602	107		51.59				WAKE CO ACCT# 00040255
2004	DRAKE JOHN WILLIAM JR	2/17/2005	842699	105	231.97					REBILL TO ACCT# 12405
2004	EAVES PAULINE A	2/11/2005	856190	106					115.00	REFUND SWFEE/HSE VACAN
2004	ELLIS JAMES DOUGLAS	2/25/2005	904054	103					115.00	NO DWG ON PROPERTY
2004	ELLWANGER MARK S	2/14/2005	833610	107		122.77				BOAT IN DAVIDSON CO
2004	FLETCHER MARK A	2/15/2005	837731	107					34.00	PVT HAULER/ 1ST CHOICE
2004	FUTRELL GLENN	2/24/2005	835744	107	623.84					DBLST PER MR W/0078657
2004	GABOR ANN SINWELL	2/18/2005	906914	106			1.81			WRONG FIRE DIST
2004	GAINES DANIEL WESLEY SR	2/18/2005	906073	200			.12			SH BE GOLD FD
2004	GAINES RONNIE LYNN	2/23/2005	900401	109			16.37			HIGH MILEAGE
2004	GOMEZ IQMADO	2/08/2005	863621	101		51.76				DBLSTED W/AC# 1207523
2004	GOMEZ-BLANO ROSA MARIA	2/01/2005	836854	101	220.23				115.00	MH DBLST AS PERS PER K
2004	GORDON DIANNE DIUSSA	2/04/2005	887517	201			43.27			WRONG VALUE ON UTIL TL
2004	GORDON DIANNE DIUSSA	2/07/2005	904101	201			43.27			CORRECTING VALUE ON TL
2004	GRIFFIN THOMAS HAROLD JR	2/25/2005	905117	106			8.49			4X8 UTILITY TAILER
2004	HARMON RUSSELL (RUSTY) ALLEN	2/16/2005	837912	107		57.89				AT CARR LAKE SINCE '02
2004	HATLEY CLINTON	2/09/2005	844881	107		21.67				LISTED IN WAKE
2004	HILL THOMAS ENGLISH JR	2/04/2005	900599	107			2.90			HIGH MILES (KH)
2004	HODGESON JIMMIE	2/11/2005	860475	107		2.33				DECEASED/ SOLD W/EST
2004	HONEYCUTT ROXANNE	2/01/2005	837966	107	334.64				115.00	MH DBLST AS PERS PER K
2004	INGLE WOODROW M	2/03/2005	845613	101					115.00	REL SWFEE/VACANT TRACT
2004	JEFFORDS CALVIN B	2/07/2005	843856	107		28.36				OUT OF N CAROLINA
2004	JOHNSON CLAXTON LEONARD	2/18/2005	908371	202			8.40			UTILITY TRAILER
2004	JONES RICHARD NIGEL	2/24/2005	905644	106			5.40			TAGS TURNED IN 2/14/05

DATE 3/0
 TIME 9:0
 USER TINA
 TAX
 YEAR

BOARD REVIEW OF COMPLETED RECEIPTS REPORT
 CHATHAM COUNTY

3
 # CL2182

DEPOSIT DATES 2/01/2005 THROUGH 2/28/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2004	JONES TRENT CONROY	2/07/2005	902133 202			11.50	5.00		OUTSIDE SILER CITY
2004	JOURDAN LOIS M & M BROWN & B J	2/01/2005	858791 124					115.00	DWG NOT LIVABLE PER KH
2004	KAUFMAN PAUL DANIEL	2/07/2005	825642 109		178.73				AIRPLANE DBLST W/12176
2004	KENNEDY EAMON	2/24/2005	907991 107			1.34			HAS 87,000
2004	KENNEDY EAMON	2/24/2005	908590 107			1.34			HS 87,000
2004	LANE LASHANDA MONIQUE	2/28/2005	907488 202			72.63	5.00		NOT IN CITY LIMITS
2004	LASTER STARLENE D	2/10/2005	846566 105		14.11				LICENSED VEH/REFUND
2004	LEMONS JESSICA BROOK	2/25/2005	884677 202			24.39	5.00		NOT IN CITY LIMITS
2004	LINKER MARY FRANCES	2/08/2005	895797 106			8.83			HIGH MILES (KH)
2004	LOWE MICHAEL HAMPTON	2/25/2005	904701 101			19.04			CORRECT VALUE OF TRAIL
2004	LYNCH JAMES CONRAD	2/02/2005	886355 201			51.92			SHOULD BE FD 109
2004	M/I HOMES OF RALEIGH LLC	2/01/2005	842279 107	330.94					INCORRECT PER SQ FT /K
2004	MCDOWELL DAVID RICHARD	2/10/2005	824572 202		3.55				MOVED TO GEORGIA
2004	MCGRATH PAUL L	2/08/2005	833724 107		41.89				IN WAKE CO/TRANSF OUT
2004	MCSWAIN RICHARD SR	2/01/2005	825026 202	271.71					MH DBLST AS PERS PER K
2004	MOFFITT TOBIE	2/01/2005	857020 101	200.60				115.00	MH DBLST AS PERS PER K
2004	MONTER FILIBERTO OLVERA	2/14/2005	840628 101		162.40				MH SOLD TO AC# 1188841
2004	MOODY MARK LEE	2/18/2005	817623 103		11.66				SAME MH AS ACCT# 12255
2004	MOON DIANE WALDEN	2/21/2005	908110 107			208.67			SITUS IN WAKE CO
2004	MUNDAY SCIENTIFIC INSTRUMENT S	2/01/2005	855564 106		5.87				MOVED TO VERMONT IN 02
2004	NC DEPT OF TRANSPORTATION	2/04/2005	837027 107	47.10					TAX EXEMPT
2004	NEIGHBORHOOD COMMUNITY CENTER	2/28/2005	842208 202	1155.77					TAX EXEMPT
2004	ORANGE WATER AND SEWER AUTHORI	2/04/2005	882232 100	1478.48					TAX EXEMPT
2004	PATRICIA THAMES CONSULTING INC	2/23/2005	907635 107			225.69			SITUS IN ORANGE CO
2004	PATRICIA THAMES CONSULTING INC	2/23/2005	908583 107			225.69			SITUS IN ORANGE CO
2004	PHILLIPS GEORGE WOMACK II	2/25/2005	900977 201			15.16			HIGH MILEAGE PER KH
2004	PHILLIPS KAREN KENNEDY	2/25/2005	900961 201			36.52			HIGH MILEAGE PER KH
2004	PIKE SHIRLEY HEIRS	2/07/2005	843937 103	26.35					GIVEN SCE
2004	RICHARDSON PATTIE	2/21/2005	837761 106	.01					REL SWFEE/VACANT 6YRS
2004	RICHARDSON-OSGOOD MARIAH L	2/09/2005	887110 107			159.37			RELEASED TO DURHAM
2004	ROBERSON JAMES EVERETT	2/25/2005	904419 106			3.97			UTILITY TRAILER
2004	SIEMON JOHN JAY	2/08/2005	903262 107			127.37			RELEASED TO WAKE
2004	SMITH BILLY RAY	2/18/2005	904913 202			8.03	5.00		NOT IN SILER CITY
2004	SMITH BOBBY K	2/10/2005	850659 110		109.79				DW MH DBLST SAME ACCT
2004	SMITH PHILIP TAYLOR	2/25/2005	907125 107			2.42			HIGH MILEAGE
2004	SMITH TINA RENEE	2/08/2005	887936 109		119.23				DBLST W/1237028
2004	SPIVEY RICKEY JASON	2/15/2005	824304 109		3.94				HAS NOT BEEN IN CHATHA
2004	STARR FREDDY LLOYD	2/21/2005	904674 202			8.33			NOT IN CITY OF SC
2004	STRICKLAND JOSHUA JOHN	2/09/2005	903299 104			23.90			CORRECT VALUE
2004	UBINAS EDUARDO CARLOS	2/15/2005	886979 111			20.76			IN MILITARY FORT BRAGG
2004	UNIVERSITY OF NC @ CHAPEL HILL	2/04/2005	843132 104	538.93					TAX EXEMPT
2004	VICKERS CURTIS WAYNE	2/24/2005	905183 107			10.17			PD 5000 IN 2000
2004	WALLACE LUCY S	2/10/2005	852206 113	110.80					WRONG YR ON MH/REFUND
2004	WARD MARY STINSON	2/28/2005	904975 110			14.63			CORRECT VALUE PER KH
2004	WEATHERSPOON ELIZABETH	2/14/2005	843274 107		57.19				DBLST WITH 1218433
2004	WEATHERSPOON ELIZABETH	2/14/2005	843275 107		62.91				DBLST WITH 1218433
2004	WEAVER HOWARD JR	2/18/2005	898134 109			54.16			UTILITY TRAILER
2004	WHITT DONALD JOSEPH	2/28/2005	906583 106			95.22			TRL PD 33,000 10/01
2004	WILLIAMS SOPHIA LEE	2/01/2005	825593 101	260.57					MH DBLST AS PERS PER K
2004	WILSON JERRY P	2/01/2005	852996 103					115.00	REL SWFEE 115.00
2004	WOMBLE ARTHUR JAMES	2/21/2005	908426 107			6.01			LAWN MOWER TRAILER
2004	WRIGHT CECIL D	2/07/2005	837960 107		77.70				LISTED IN RANDOLPH CO

DATE 3/04
TIME 9:06
USER TINA
TAX
YEAR

BOARD REVIEW OF COLLECTED RECEIPTS REPORT
CHATHAM COUNTY

4
CL2182

DEPOSIT DATES 2/01/2005 THROUGH 2/28/2005

DEPOSIT DATE RECEIPT DIST REAL PERSONAL M VEH MV FEE S WASTE REASON

2004	ZARATE ADELA MARIA VASQUEZ	2/01/2005	829493 202	281.82							MH DELST AS PERS PER K
	** YEAR TOTALS **			9193.06	2501.54	2672.47	25.00	1874.00			
	*** FINAL TOTALS ***			9829.22	2886.64	2936.21	35.00	2089.00			

*** NORMAL END OF JOB ***

**A RESOLUTION OF INTENT TO PERMANENTLY CLOSE CERTAIN STREETS IN
HAYWOOD**

WHEREAS, it appears that permanently closing all of those certain streets more particularly described on Exhibit A attached hereto within Haywood is not contrary to the public interest and that no individual owning property in the vicinity of said streets or portions thereof proposed to be closed would thereby be deprived of reasonable access to his property;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Chatham as follows:

1. That pursuant to NCGS§ 153A-241 it intends to permanently close those certain streets or portions thereof set forth on Exhibit A attached hereto and incorporated herein by reference.

2. That a public hearing on the issue of such closure be, and it hereby is, scheduled for April 18, 2005, 2005 and that a copy hereof shall be published once a week for three successive weeks prior to the hearing.

3. That a copy hereof shall be sent by certified mail to all owners of property adjoining said streets as shown on the Chatham County tax records and a notice of said closure and public hearing shall be prominently posted in at least two places along each street.

Adopted this 21st day of March, 2005.

COUNTY OF CHATHAM

By: Berley Perry
Chair

ATTEST:

Dandra B. Daulton, CMC
Clerk

COUNTY OF CHATHAM

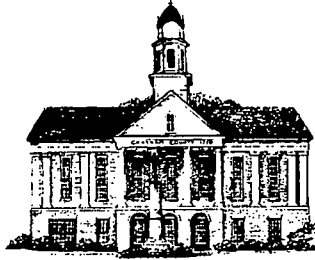
Res. #2005-13

COMMISSIONERS

BUNKEY MORGAN
Chairman

THOMAS J. EMERSON
Vice Chair

PATRICK BARNES
MIKE CROSS
CARL OUTZ



P. O. BOX 87
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

CHARLIE HORNE
County Manager

ROBERT L. GUNN
County Attorney

Phone (919) 542-8200
Fax (919) 542-8272

RESOLUTION HONORING THE SERVICE OF FLOYD BALDWIN TO HIS COUNTRY

WHEREAS, Floyd Baldwin has been employed as a Maintenance Worker with the Chatham County Buildings and Grounds Department since April 2001; and

WHEREAS, Floyd also serves his country by serving as a Sergeant in the Army National Guard attached to the 30th Heavy Separate Brigade; and


WHEREAS, on August 11, 2003 Floyd was called to active duty to support Operation Enduring Freedom; and

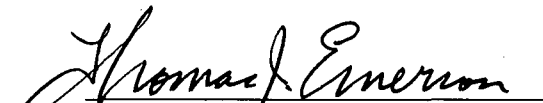
WHEREAS, after training Floyd was sent to Iraq for a tour of duty, returning safely in January 2005.

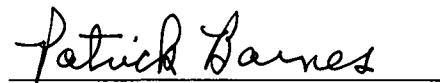
NOW THEREFORE BE IT RESOLVED, that the Chatham County Board of Commissioners wishes to extend its gratitude to Floyd Baldwin for his dedicated service to both the County and his country; and

BE IT FURTHER RESOLVED that the Chatham County Board of Commissioners wishes all the men and women that serve in our armed forces a quick and safe return.

Adopted this, the 21st day of March, 2005


Bunkey Morgan, Chairman


Thomas J. Emerson, Vice Chair

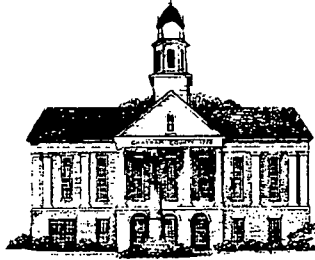

Patrick Barnes, Commissioner


Mike Cross, Commissioner


Carl Outz, Commissioner

COUNTY OF CHATHAM

Res. #2005-14



COMMISSIONERS

BUNKEY MORGAN
Chairman

THOMAS J. EMERSON
Vice Chair

PATRICK BARNES
MIKE CROSS
CARL OUTZ

CHARLIE HORNE
County Manager

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Fax (919) 542-8272

P. O. BOX 87
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

RESOLUTION HONORING THE SERVICE OF MICHAEL BULLIS TO HIS COUNTRY

WHEREAS, Michael Bullis has been employed as a Deputy Sheriff with the Chatham County Sheriff's Office since March 2002; and

WHEREAS, Michael also serves his country by serving as a Specialist in the Army National Guard attached to the 30th Heavy Separate Brigade; and

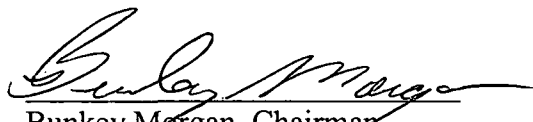
WHEREAS, on August 27, 2004 Michael was called to active duty to support Operation Enduring Freedom; and

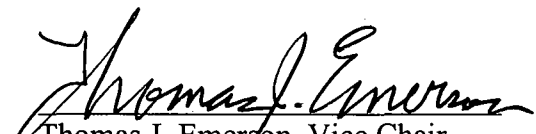
WHEREAS, Michael was sent to Iraq for a tour of duty, returning safely in January 2005.

NOW THEREFORE BE IT RESOLVED, that the Chatham County Board of Commissioners wishes to extend its gratitude to Michael Bullis for his dedicated service to both the County and his country; and

BE IT FURTHER RESOLVED that the Chatham County Board of Commissioners wishes all the men and women that serve in our armed forces a quick and safe return.

Adopted this, the 21st day of March, 2005


Bunkey Morgan, Chairman


Thomas J. Emerson, Vice Chair


Patrick Barnes, Commissioner


Mike Cross, Commissioner


Carl Outz, Commissioner

**AN ORDINANCE AMENDING
THE COMPACT COMMUNITIES ORDINANCE
OF CHATHAM COUNTY**

WHEREAS, the Chatham County Board of Commissioners has considered the request of M. Gray Styers, Jr. on behalf of Newland Communities to amend Section 6.1 of the Chatham County Compact Communities Ordinance and finds that the amendment is consistent with the comprehensive plans for Chatham County; and

WHEREAS, the Board finds that the proposed amendment is consistent with the discussions and deliberations conducted as part of the development of the Compact Communities Ordinance;

BE IT ORDAINED by the Board of Commissioners of Chatham County as follows:

1. That the following text amendment to the Compact Communities Ordinance be approved and accompanying map be incorporated as follows

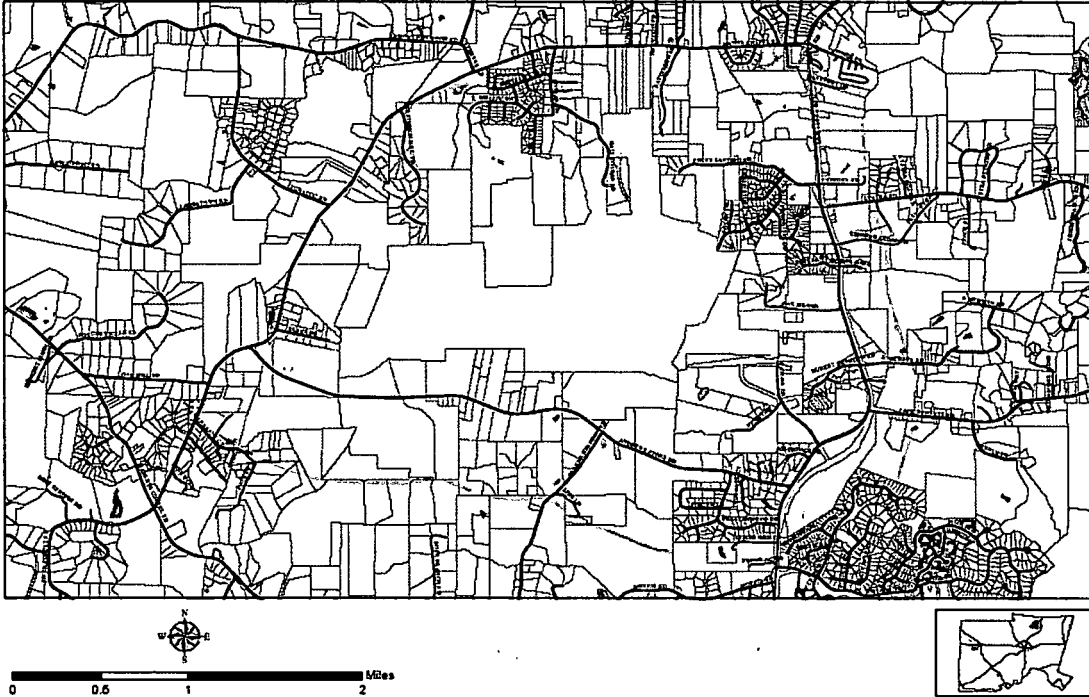
6.1 Location

Compact communities shall only be allowed in areas that meet all of the following conditions:

- A. Currently zoned for RA-40 Residential-Agricultural;
- B. Designated as either:
 - WSIII – BW (Balance of Watershed)
 - WS IV – PA (Protected Area)
 - Local Watershed Area (LWA);
- C. Have at least one access point that is within one (1) mile from a four-lane principal or minor arterial, as measured along the centerline of area roadways; and
- D. Are located within the portion of Northeast Chatham County that is generally described as follows:
 - In the area of U.S. 15-501 on the east, Andrews Store Road on the south, and Mann’s Chapel Road on the west and north;
 - Within 1,700 feet of U.S. 15-501 on its eastern side, and is south of the U.S.15-501 intersection with Mann’s Chapel Road, and north of a line one-half mile south of Andrews Store Road; and
 - Within one-half mile of Andrews Store Road on its southern side, and is east of the intersection with Andrews Store Road and Mann’s Chapel Road, and is west of a line 1700 feet east of U.S. 15-501.

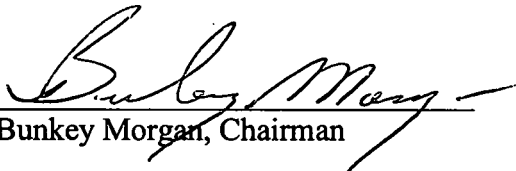
The map attached hereto and incorporated herein by reference provides a more detailed description and is the controlling definition of this location.

CHATHAM COUNTY COMPACT COMMUNITY AREA

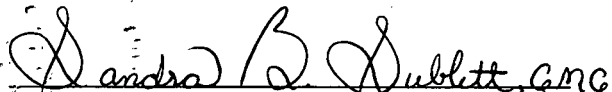


2. This ordinance shall become effective upon its adoption.

Adopted this 15th day of February, 2005.


Bunkey Morgan, Chairman

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 Mitch Barron on behalf of Newland Communities 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 to Compact Community Conditional Use District and finds that the amendment is consistent with the comprehensive plans of Chatham County; and

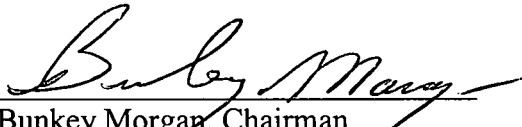
WHEREAS, the Board finds that the uses set forth in the Application and incorporated herein by reference, if approved as a conditional use pursuant to the provisions of the zoning ordinance, would be suitable for the property proposed for rezoning under the conditions attached to the Conditional Use 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 1,589.36 acres in the general vicinity of U.S. Highway 15-501, Mann's Chapel Road and Andrews Store be rezoned from RA-40 to Compact Community Conditional Use District be approved.

2. This ordinance shall become effective upon its adoption.

Adopted this 15th day of February, 2005.


Bunkey Morgan, Chairman

ATTEST:

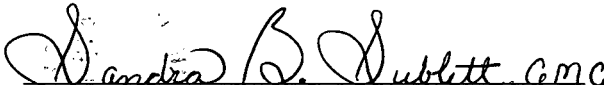

Sandra B. Sublett, CMC, Clerk to the Board
Chatham County Board of Commissioners

EXHIBIT A

All of those certain tracts or parcels of land more particularly described in the Rezoning Exhibits entitled Property Description, dated 3-17-04, and Briar Chapel: U.S. Hwy. 15-501 & Mann's Chapel Road, Sheet 1-1, dated 6-11-01, in the section entitled General Application Requirements in the Application for Rezoning and Compact Community Conditional Use Permit, Chatham County, North Carolina, Briar Chapel, dated June 29, 2004 attached hereto and incorporated herein by reference.

**A RESOLUTION APPROVING AN APPLICATION FOR A CONDITIONAL
USE PERMIT FOR A REQUEST BY MITCH BARRON ON BEHALF
OF NEWLAND COMMUNITIES FOR BRIAR CHAPEL
PLANNED RESIDENTIAL DEVELOPMENT**

WHEREAS, Mitch Barron on behalf of Newland Communities, has applied to Chatham County for a conditional use permit for a certain tract or parcel of land containing approximately 1,589 acres in the vicinity of US 15-501 N., Mann's Chapel Road and Andrews Store Road for use as a Planned Residential Development as indicated in the; and

WHEREAS, the Chatham County Board of Commissioners hereby finds as follows:

1. The uses requested are among those listed as eligible conditional uses 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 and the Compact Community Ordinance.
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 Briar Chapel dated June 29, 2004 attached hereto and incorporated herein by reference with specific conditions as listed below:

Stipulations Specific to the Development

1. Construction Deadlines. This permit shall automatically expire on the second anniversary of its issuance unless (a) construction has commenced; or (b) a timely filed application for an extension of time has been approved by the County. This permit shall automatically expire on the fifteenth anniversary of its issuance unless the construction of all required improvements has been completed or extended by the County upon request prior to the expiration of the term.

2. Land Use Intensity. This special use permit approves:

Gross Land Area	1589 acres
Max Impervious surface area	24%
Maximum Number of Dwelling Units	2389

3. Watershed Management. A detailed watershed protection plan for the entire project area, which shall include impervious surface calculations, as well as a monitoring plan for each phase as it is submitted for plat approval, to assure compliance with the maximum impervious surface area allowed herein for the entire project, 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.

4. Storm Water Management. A storm water management plan shall be approved by the Planning Department prior to issuance of a Zoning Determination Permit for each phase of the project. Such plan shall include final construction drawings for storm water management control measures and an impervious surface calculation sheet for that phase. The developer shall construct storm water management control measures sufficient to serve each phase of the project area prior To issuance of a Certificate of Occupancy.

5. Fire flow. A fire flow report indicating adequate design be approved by the Chatham County Fire Marshal and Planning Department prior to issuance of a Zoning Determination Permit. Adequate fire flow shall be demonstrated prior to issuance of a certificate of occupancy. Any final plan shall indicate adequate access for pumper trucks.

6. Lighting Plan Approval. All area lighting shall meet County standards and not adversely affect adjoining residential areas.

7. 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.

8. Unity of Development. Prior to issuance of a Zoning Determination Permit, guidelines for the future development of the project as a unified whole shall be approved by the Planning Department. Such guidelines shall delineate architectural elements relating to building materials, roof treatments, and low impact from water runoff and water quality. More particularly, such guidelines shall specify the following at a minimum:

- (a) The dominant building material or combination of materials;
- (b) The means by which the materials or combination is dominant;
- (c) The dominant color or pattern of colors;
- (d) The means by which the colors or pattern of colors is dominant and the use of color on the facades of any structures;
- (e) If selected, the dominant architectural feature or combination of features;
- (f) Architectural features such as roof treatments including style, materials, and color, facade treatments including fenestration patterns and ornamentation; and building form including overhangs, canopies, protected exterior walkways, and entrance treatments; and to the extent practicable, such features shall be consistent with the existing businesses in the area.
- (g) Provisions for the guidelines to be made applicable and binding upon all development within the project including all outparcels.

Stipulations Regarding State and Federal Government Approvals

9. Permits. Any required State or Federal permits or encroachment agreements, including a commercial driveway permit(s) from NC DOT, be obtained and copies submitted to the County prior to the issuance of a Zoning Determination Permit.

10. Improvements. Off-site improvements required by N.C. DOT or any other agency shall be constructed at no cost to the County including the traffic improvements as stated in the most recent TIA and others as ultimately deemed warranted by the NCDOT following its analysis. The County shall forward to NCDOT its peer review comments and request consideration thereof.

Stipulations Regarding Required Improvements

11. Parking and off-street loading areas. Parking and off-street loading areas shall be installed in accordance with the ordinances and policies of the County. Future submittals for preliminary subdivision plat approval will designate park-and-ride parking spaces (such as additional spaces in proposed parking lots above the minimum number required for retail or office uses) and transit stops, pedestrian and bicycle facilities, and traffic calming devices, as reasonable and necessary to accommodate then-existing multi-modal transit needs at those locations.

12. Streets. Roads will be stubbed-out and/or areas will remain underdeveloped as reasonably necessary to allow for future connections with currently undeveloped parcels, so long as such access takes into account physical features and other access points and are no more than necessary, and with the understanding that future connecting roads will be designed and constructed to approximately the same standards as the connecting roads in Briar Chapel. Where roads are constructed they will be built to required standards up to the perimeter buffer. The exact location of said roads may be determined during preliminary plat review. Signs shall be posted on the property advising of the future extension of said roads.

13. Utilities.

(a) The developer shall demonstrate availability of adequate water and wastewater supplies to serve the property and plans for provision of the same shall be approved by the Planning Department prior to issuance of a Zoning Determination Permit for each phase. Such plans shall be in conformity with any County policies then in effect and the developer shall pay all fees and charges associated with the project, including then current utility fees, review and inspection charges prior to issuance of a Zoning Determination Permit or final subdivision plat approval for each phase, whichever is earlier. The entire cost of extending public utility services if desired or required under County regulations shall be borne by the developer.

(b) Adequate water service may include the provision of an above-ground storage facility at a site satisfactory to the County if necessary to adequately provide fire flow pressures for the project and surrounding area.

(c) Adequate wastewater treatment service for the entire project area shall be designed and approved by the appropriate regulatory agency prior to issuance of a Zoning Determination Permit and constructed at no cost to the County. Adequate facilities for the spray irrigation of treated effluent from each phase of the project shall be designed, approved by the appropriate regulatory agency, and constructed at no cost to the County prior to issuance of a Certificate of Occupancy for any building within that phase of the project.

(i) Equipment such as pumps and blowers will be appropriately insulated or buffered to ensure that no motor noise from them will be noticeable on a typical day at the boundary of the wastewater plant lot.

(ii) A water circulation or aeration system and/or a surface-floating intake will be installed in the 110-day holding ponds.

14. Public Facilities.

(a) A fire station/EMC building site will be donated to Chatham County, but relocated and oriented to the entrance road to Briar Chapel, and a natural buffer will be undisturbed along the south side of Mann's Chapel Road at that location.

(b) The applicant shall donate suitable sites for a water storage facility, library, charter and public schools, recreation facility acceptable to the County or the public body intended to benefit thereby, not substantially inconsistent with the approximate location and size as set forth in the master plan attached to the conditional use permit application and below. The applicant will cooperate with the County in the exact location and area of said facilities. Future maintenance of any public recreation facility shall be acceptable to the County. The school site shall be sufficient for an elementary or middle school facility up to 34 acres in area. The library facility, including parking and site work, shall be constructed by the developer, with input from the County, subject to satisfactory leaseback arrangements with the County or its assignee.

Stipulations Related to Landscape Elements

15. Landscaping/Screening. All required screening and buffers shall be in place prior to issuance of a certificate of occupancy. Existing vegetation may be used to fully or partial fulfill the landscaping and buffer requirements of the County. The extent to which the same can be used shall be determined by the Planning Department prior to issuance of the Zoning Determination certificate.

(a) At the time of construction of the road entering Briar Chapel next to the Tripp property, a six-foot opaque fence shall be erected along the east side of Ms. Tripp's property, consistent with NCDOT regulations, and landscaped on the side facing Ms. Tripp's property to the extent allowed by Ms. Tripp and landscaped with 6-8 foot tall trees on the east side of the fence. To the extent practicable, the developer shall meet and consult with Ms. Tripp to try to resolve any issues relating to the exact location and timing of the road in light of the stream buffer requirements and design criteria of the Compact Community ordinance as well as the requirements of NCDOT.

(b) There shall be constructed a pedestrian bridge and trail over Pokeberry Creek to connect Briar Chapel to Polks Landing Subdivision.

Miscellaneous Stipulations

16. Archaeological Survey. A preliminary field reconnaissance archaeological survey to determine the existence or absence of any site of likely archaeological significance will be performed by a professional archaeologist (as listed on the NC Dept. of Cultural Resources website). The reconnaissance survey shall be performed in areas of ground disturbance which would adversely impact potential sites, such as areas of future roadways, active recreation areas to be graded, and lots to be developed (i.e. not including buffers, open space or irrigation areas). Areas determined by the NC Department of Cultural Resources, Archaeology/Historic Preservation Section as a low probability of likely significant sites are not required to be surveyed. Any site identified with likely archaeological significance shall have an intensive survey to determine significance. If a site is determined as a candidate for nomination to the "National Register of Historic Places" it shall be preserved or documented prior to being disturbed. The field reconnaissance survey shall be performed prior to preliminary plat submission. Any recommended intensive survey shall be performed prior to ground disturbing activity in the area of concern. The surveys shall be performed at Newland's expense.

17. Solid Waste Management Plan. A detailed solid waste management plan, including residential curbside recycling and solid waste pick-up, management for construction debris, and non-residential solid waste removal by a licensed contract removal company, shall be approved by the Planning Department prior to the issuance of a Zoning Determination Permit. The final plans shall include a detail of proposed service. Solid waste services shall be at least comparable to County-provided services, or make arrangements for differences in services.,

18. Detailed Site Plan. A final detailed site plan, grading plan, utility/lighting plans, storm water management plan with hydraulic calculations, moderately priced dwelling plan and landscape plan for the entire project area as a unified development shall be approved by the Planning Department before the issuance of any Zoning Determination Permit and such plans shall conform to the plans approved in the application and demonstrate compliance with all applicable conditions hereof and of the County's ordinances. Non-residential subdivision of the project area shall also require the developer to comply with the site plan requirements of the County's subdivision regulations, including approval thereof by the Board of Commissioners. Such subdivision review may allow modification of the master site plan approved hereunder so long as not substantially inconsistent with this permit.

19. Stages. If desired, the applicant may construct the project in stages or phases. Each such stage shall be subject to approval by the County pursuant to its subdivision regulations. No final plat of a stage or phase of the development shall be approved if there is any uncorrected violation of any provision of this permit. Upon subdivision review of each phase, the applicable Recreation and Open Space, Community Facilities, Community Design, including housing, standards of the Compact Community Ordinance provisions shall be satisfied. Such subdivision review may allow mutually agreeable modification of the standards referred to therein so long as not

substantially inconsistent therewith. For each phase, a "Zoning Determination Permit," as used elsewhere in this resolution, shall be issued by the Planning Department on a phase-by-phase basis, prior to the issuance of any building permit for structures in that phase.

20. Moderate Income Housing. With the consent of the Applicant, and as an approximately equivalent alternative to and in lieu of the housing standards for Moderate Income persons set forth in Option A of the Compact Community Ordinance, the developer shall contribute 2.5% of the approved lots in the overall development, or each phase if developed in stages, for ultimate sale as directed by the County to persons or families whose income is 80% or less of the Area Median Family Income standard by family size and shall contribute \$1,100,000.00 to the County for the purpose of ameliorating the housing needs of Chatham County citizens. Said contribution shall be payable to Chatham County on a prorated basis upon final subdivision plat approval of each phase of the development. Such contribution represents the approximate value of 2.5% of the approved lots in said overall development or phase thereof as applicable.

21. Environment. The lots on Bennett Mountain shall be relocated to lessen the impact of the development on the primary and secondary environmental areas as described in the Natural Areas Inventory. The Bennett Mountain area will be one of the last areas for line installation and spray irrigation. If future regulatory changes, and/or approved system flow reductions, will ultimately result in this area not being needed for irrigation, lines will not be installed in this area unless otherwise required by the State. Before any lines are installed in the Bennett Mountain area, Newland will seek further flow reduction approval or other necessary state permission under the then existing applicable regulations so as not to be required to install irrigation lines in this area in order to comply with permit requirements and the then existing applicable regulations.

22. Erosion Control. If applicable, an erosion and sedimentation control plan be approved by the North Carolina Department of Environmental Health and Natural Resources or other authorized governmental entity and submitted to the Planning Department prior to the issuance of a Zoning Determination Permit.

23. Silt Control. The applicant shall take appropriate measures to prevent and remove the deposit of wet or dry silt on adjacent paved roadways.

24. Appeal. In the event it becomes necessary for the County to respond to or defend any action, cause of action, claim, or appeal involving this resolution or the decision taken herein, 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 actions, causes of action, claims, demands, damages, costs, loss, expenses, and compensation, either known and unknown, resulting to or from this decision.

25. 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 impact fees established from time to time. In addition to any fees or charges otherwise required by the County, the applicant shall pay or cause to be paid to the County as a voluntary contribution the sum of \$2,000.00 per dwelling unit upon the sale of each lot or unit.

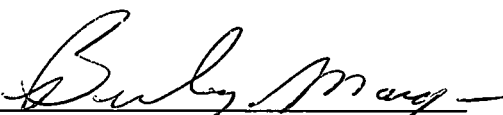
26. Continued Validity. The continued validity and effectiveness of this approval was expressly conditioned upon the continued compliance with the plans and conditions listed above.

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


28. 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.

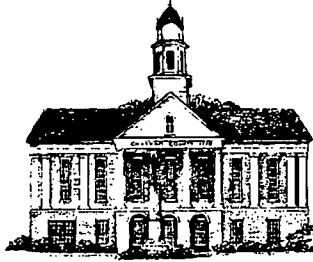
Adopted this the 15th day of February, 2005, and signed the 21st day of March, 2005.


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

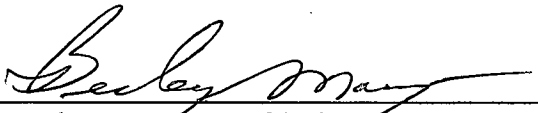
RESOLUTION FOR THE ABANDONMENT OF A PORTION OF SR#1138 (Ball Park Road)

WHEREAS, the Chatham County Board of Commissioners wishes to cooperate with the North Carolina Department of Transportation, Division of Highways, in the establishment of a safe and efficient transportation network in Chatham County; and

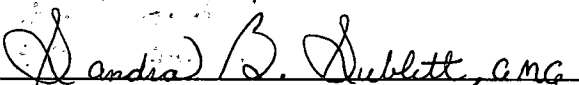
WHEREAS, this effort requires on occasion the abandonment of outdated and dangerous sections of highway.

NOW, THEREFORE BE IT RESOLVED, that the Chatham County Board of Commissioners requests that the Division of Highways abandon a portion of SR #1138 (Ball Park Road) – 0.05 mile in length to be abandoned from total 0.30 miles in length, from the Division of Highways' Secondary Road System.

Adopted this, the 21st day of March, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

Chatham County

SOIL EROSION and SEDIMENTATION CONTROL ORDINANCE

March 21, 2005

Revised 08/18/2004 TGH

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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 hereby adopts the following ordinance.

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) Coastal Counties - means the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hertford, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell and Washington.
- (i) Commission - means the North Carolina Sedimentation Control Commission.
- (j) 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.
- (k) Department - means the North Carolina Department of Environment and Natural Resources.
- (l) Director - means the Director of the Division of Land Resources of the Department of Environment and Natural Resources.
- (m) Discharge Point - means that point at which storm water runoff leaves a tract of land.
- (n) District - means the Chatham County Soil and Water Conservation District created pursuant to Chapter 139, North Carolina General Statutes.
- (o) 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.
- (p) Erosion - means the wearing away of land surfaces by the action of wind, water, gravity, or any combination thereof.
- (q) Ground Cover - means any natural vegetative growth or other material which renders the soil surface stable against accelerated erosion.
- (r) 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).

- (s) High Quality Water (HOW) Zones –means, for the Coastal Counties, areas within 575 feet of High Quality Waters; and for the remainder of the state, areas within one mile and draining to HQW's.
- (t) 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.
- (u) 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.
- (v) 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.
- (w) 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.
- (x) Parent – means an affiliate that directly, or indirectly through one or more intermediaries, controls another person.
- (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 Chatham County as allowed by agreement between local governments, the extent of annexation or other appropriate legal instrument or law.
- (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 therefor 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 _____ 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
- (1) 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.
- (2) Trout Buffer. Waters that have been classified as trout waters by the Environmental Management Commission shall have an undisturbed buffer zone 25 feet wide or of sufficient width to confine visible siltation within the twenty-five percent (25%) of the buffer zone nearest the land-disturbing activity, whichever is greater. Provided, however, that the Commission may approve plans which include land-disturbing activity along trout waters when the duration of said disturbance would be temporary and the extent of said disturbance would be minimal.
- (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) Trout Buffer Measurement. The 25-foot minimum width for an undisturbed buffer zone adjacent to designated trout waters shall be measured horizontally from the top of the bank to the nearest edge of the disturbed area.
 - (iii) Limit on Land Disturbance. Where a temporary and minimal disturbance has been permitted as an exception to the trout buffer, land-disturbing activities in the buffer zone adjacent to designated trout waters shall be limited to a maximum of ten percent (10%) of the total length of the buffer zone within the tract to be disturbed such that there is not more than 100 linear feet of disturbance in each 1000 linear feet of buffer zone. Larger areas may be disturbed with the written approval of the Director.
 - (iv) Limit on Temperature Fluctuations. No land-disturbing activity shall be undertaken within a buffer zone adjacent to designated trout waters that will cause adverse temperature fluctuations in the trout waters, as set forth in 15 NCAC 2B.0211 "Fresh surface Water Classification and Standards."
- (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(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.
- (f) 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 or draft 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 or draft Plans if implementation of the Plan would result in a violation of the rules adopted by the Environmental Management Commission 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:
 - (i) 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;
 - (ii) 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.
 - (iii) 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;
 - (iv) Has failed to substantially comply with State rules or local ordinances and regulations adopted pursuant to the Act.

For purposes of this subsection, 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 agency that issued the Plan approval of the date that land-disturbing activity will begin.

- (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

Design and Performance Standards

- (a) Except as provided in Section 8(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 9

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 10 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 11 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 12 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 13 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 14 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 15 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 16 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 17 Plan Appeals

- (a) Except as provided in Section 17(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 if such person submits written demand for a hearing within 15 days after receipt of written notice of disapproval or modifications.
 - (2) A hearing held pursuant to this section shall be conducted by Chatham County, (appropriate local agency), within 60 days after the date of the appeal or request for a hearing.
 - (3) The agency conducting the hearings shall make recommendations to the governing body of the Chatham County, within 30 days after the date of the hearing on any Plan.
 - (4) The Governing Body of the Chatham County, will render its final decision on any Plan within 60 days of receipt of the recommendations from the agency conducting the hearing.
 - (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)

(NOTE: THE APPEALS PROCEDURES ABOVE ARE INCLUDED ONLY TO ENSURE THAT EACH LOCAL ORDINANCE CONTAINS PROCEDURES FOR APPEALS. THE PROCEDURE SHOULD BE WRITTEN TO CONFORM TO APPLICABLE EXISTING PROCEDURES, OR AS CREATED FOR THE ADMINISTRATION OF THE ORDINANCE.)

- (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 18 Inspections and Investigations

- (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. 113A-64 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.

Section 19 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 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 governing body of Chatham County 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 or failing to comply with this ordinance.
- (3) Notice of Civil Penalty Assessment. The governing body of Chatham County 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, (appropriate local agency, within (60) days after the date of the written demand for the hearing. The agency conducting the hearing shall make its recommendation to the governing body of Chatham County, within (30) days after the date of the hearing.
- (5) Final Decision. The governing body 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 governing body shall be to the Superior Court of Chatham County where the violation occurred, or the location of the violator's residence or principal place of business.

[Note: The foregoing procedures are offered as guidance to local governments, to ensure that civil penalties are accompanied by appeal procedures including hearings opportunities. Local ordinances' civil penalty hearing procedures, or hearing procedures may be created for the administration of the ordinance.]

- (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 this ordinance shall be credited to the Civil Penalty and Forfeiture Fund. [Note: Case law on an air quality delegated program determined that civil penalties assessed by local governments pursuant to a State delegation had to be remitted to the Civil Penalty and Forfeiture Fund for the benefit of the local school boards pursuant to the State Constitution's provision on State penalties, fines and forfeitures.]

- (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 include a fine not to exceed \$5,000 as provided in G.S. § 113A-64.

Section 20 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 21 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 22 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.

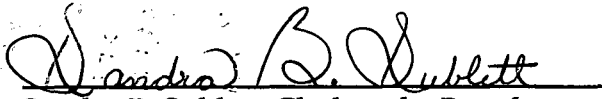
Section 23 Effective Date

This ordinance becomes effective on July 1, 2005.



Bunkey Morgan, Chair
Chatham County Board of Commissioners

ATTEST:



Sandra B. Sublett, Clerk to the Board

AN ORDINANCE AMENDING THE
WATERSHED PROTECTION ORDINANCE
OF CHATHAM COUNTY

WHEREAS, the Chatham County Board of Commissioners has considered the request of Nicholas P. Robinson on behalf of Bynum Ridge, LLC to amend Section 303 (A) and Section 601 of the Chatham County Watershed Protection Ordinance and finds that the amendment is consistent with the comprehensive plans for Chatham County; and

WHEREAS, the Board finds that the proposed amendment does not violate the watershed protection rules as adopted by the North Carolina Environmental Management Commission and administered by the North Carolina Division of Water Quality;

BE IT ORDAINED by the Board of Commissioners of Chatham County as follows:

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."

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 to conserve land and resources 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.

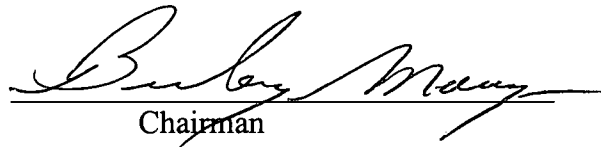
3. The Pokeberry Creek drainage area known as Hydrologic unit # 03030002060010, and referred to herein is as shown on the map attached hereto and incorporated herein by reference as Exhibit A

4. This ordinance shall become effective upon its adoption.


Adopted this 21st day of March, 2005.

CHATHAM COUNTY BOARD OF COMMISSIONERS

By:


Chairman

ATTEST:


Clerk

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF CHATHAM COUNTY

WHEREAS, the Chatham County Board of Commissioners has considered the application of Bynum Ridge, 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-5 Residential-Agricultural District (242 acres) and RA-40 Residential-Agricultural District (408 acres) to CU-RA-90 Residential-Agricultural CU 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 650 acres located south of Bynum Ridge Road (SR 1711) be rezoned from RA-5 Residential-Agricultural District (242 acres) and RA-40 Residential-Agricultural District (408 acres) to CU-RA-90 Residential-Agricultural CU District be approved.

2. This ordinance shall become effective upon its adoption.

Adopted this 21st day of March, 2005.


Bunkey Morgan, Chairman

ATTEST:



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

EXHIBIT A

All of those certain tracts or parcels of land more particularly described in the rezoning exhibits entitled Reference Exhibit for Williams Pond, dated May 18, 2004, and Legal Description Tracts A, B, C, and D, in the section entitled Community Summary in the Application for Major Subdivision, Rezoning, and Planned Residential Development Conditional Use Permit, for Williams Pond Residential Community, dated October 18, 2004 attached hereto and incorporated herein by reference.

A RESOLUTION APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT FOR A REQUEST BY BYNUM RIDGE, LLC FOR BYNUM RIDGE PLANNED RESIDENTIAL DEVELOPMENT

WHEREAS, Bynum Ridge, LLC, has applied to Chatham County for a conditional use permit for a certain tract or parcel of land containing approximately 650 acres on the south side of Bynum Ridge Road (S.R. 1711) for use as a Planned Residential Development as indicated in the Bynum Ridge Residential Community Application;

WHEREAS, the Chatham County Board of Commissioners 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; and

WHEREAS the Chatham County Board of Commissioners hereby finds that the applicant has provided satisfactory evidence to support the cluster design as compared to the design allowed under the standard provisions of the Chatham County Watershed Protection Ordinance.

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 Williams Pond Residential Community, A Planned Residential Community by Bynum Ridge LLC dated October 18, 2004 attached hereto and incorporated herein by reference with specific conditions as listed below:

Stipulations Specific to the Application

1. The roads in the development may be private, but will be built to the NC DOT standards for the terrain classification of hilly conditions. The private roads may be gated, provided access is made available to emergency vehicles, law enforcement, and utility vehicles.

2. A preliminary field reconnaissance archaeological survey to determine the existence or absence of any site of likely archaeological significance will be performed by a professional archaeologist (as listed on the NC Dept. of Cultural Resources website). The reconnaissance survey shall be performed in areas of ground disturbance which would adversely impact potential sites, such as areas of future roadways, active recreation areas to be graded, and lots to be developed (i.e. not including buffers, open space or irrigation areas). Areas determined by the NC Department of Cultural Resources, Archaeology/Historic Preservation Section as a low probability of likely significant sites are not required to be surveyed. Any site identified with likely archaeological significance shall have an intensive survey to determine significance. If a site is determined as a candidate for nomination to the "National Register of Historic Places" it shall be preserved or documented prior to being disturbed. The field reconnaissance survey shall be performed prior to preliminary plat submission. Any recommended intensive survey shall be performed prior to ground disturbing activity in the area of concern. The surveys shall be performed at developer's expense.

3. The developer shall continue to work with the Chatham County Historical Association in the documentation of historic structures and cemeteries on the property.

4. Wetland areas as designated on maps and in the field shall remain in an undisturbed state and shall have a minimum undisturbed buffer of 25 feet, except where the US Army Corps of Engineers approves an impact area.

5. A survey of the habitat area of the buttercup phacelia on the development property shall be conducted in the Spring prior to any land disturbing activity. If the species is found, appropriate measures for its preservation shall be taken.

6. There shall be a 200-foot undisturbed buffer area from the bank of the Haw River. The next 100 feet landward shall be undisturbed except that trees smaller than six inches dbh (diameter at breast height) may be removed and there may be pervious landscape paths to landings or decks without walls or roofs. There shall be no turf planted. The next 100 feet landward shall be undisturbed except that trees smaller than six inches dbh may be removed. There shall be allowed pervious landscape paths to landings or decks without walls or roofs and 50% of the area may have turf. Within the 400 foot buffer area described, existing vegetation shall remain except as otherwise provided in these conditions and except for invasive species, which may be removed according to environmentally safe standards and indigenous plants may be planted.

7. The developer shall donate to the State of North Carolina the area along the existing upper trail along the Haw River, where it is located on the developer's property, and a distance a minimum of 20 feet along the landward side of the trail on lots 10-21 and lots 135 & 136.

8. There shall be a minimum undisturbed buffer area of 200 feet from the bank of Pokeberry Creek for lots that abut NC State Park land along Pokeberry Creek (Lots 21,22,31,125,127,128,129,134, &135), plus a 100-foot buffer along the rear property line of 134 and 129. There shall also be a 50-foot buffer along the back property line of other lots along said creek and state lands. Existing vegetation shall remain except for invasive species, which may be removed according to environmentally safe standards and indigenous plants may be planted.

9. All street lighting shall comply with the proposed Chatham County Draft Lighting Ordinance to minimize light pollution and light trespass. The development's covenants shall also require residential lighting to meet the Draft Lighting Ordinance.

Stipulations Specific to the Development

10. Construction Deadlines. This permit shall automatically expire on the second anniversary of its issuance unless (a) construction has commenced; or (b) a timely filed application for an extension of time has been approved by the County.

11. Land Use Intensity. This special use permit approves:

Gross Land Area	650 acres
Max Impervious surface area	36%
Maximum Number of Dwelling Units	185

12. 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.

13. Storm Water Management. A storm water management plan shall be approved by the County prior to issuance of a Zoning Determination Permit, and the developer is required to provide the County with final plans and an impervious surface calculation sheet. The developer shall construct storm water management control measures sufficient to serve the project area prior to issuance of a Certificate of Occupancy.

14. Fire flow. A fire flow report indicating adequate design shall be approved by the Chatham County Fire Marshal. Adequate fire flow shall be demonstrated prior to issuance of a certificate of occupancy. Any final plan shall indicate adequate access for pumper trucks.

15. 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 State and Federal Government Approvals

16. Permits. Any required State or Federal permits or encroachment agreements, including a commercial driveway permit(s) from NC DOT be obtained and copies submitted to the County prior to the issuance of a Zoning Determination Permit.

17. Improvements. Off-site improvements required by N.C. DOT or any other agency shall be constructed at no cost to the County including the traffic improvements as stated in the most recent TIA and others as deemed warranted by the NCDOT following its analysis.

Stipulations Regarding Required Improvements18. Utilities.

(a) The developer shall demonstrate availability of adequate water and wastewater supplies to serve the property and plans for provision of the same shall be approved by the County prior to issuance of a Zoning Determination Permit. Such plans shall be in conformity with any County policies then in effect and the developer shall pay all fees and charges associated with the project, including then current utility fees, review and inspection charges prior to issuance of a Zoning Determination Permit or final subdivision plat approval, whichever is earlier. The entire cost of extending public utility services if desired or required under County regulations shall be borne by the developer.

(b) Adequate wastewater service for the project area shall be determined and approved by the appropriate regulatory agency prior to final subdivision plat approval.

19. Stages. If desired, the applicant may construct the project in stages or phases. Each such stage shall be subject to approval by the County pursuant to its subdivision regulations. No final plat of a stage or phase of the development shall be approved if there is any uncorrected violation of any provision of this permit.

20. Erosion Control. An erosion and sedimentation control plan shall be approved by the North Carolina Department of Environmental Health and Natural Resources and said approval submitted to the Planning Department prior to the preliminary subdivision plat approval.

21. Silt Control. The applicant shall take appropriate measures to prevent and remove the deposit of wet or dry silt on adjacent paved roadways.

22. 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 actions, causes of action, claims, demands, damages, costs, loss, expenses, compensation, and all consequential damages on account of, either known and unknown, resulting to or from this decision.

23. 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.

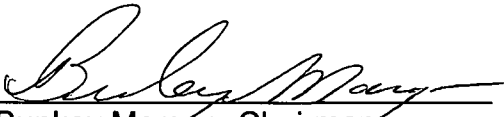
24. Continued Validity. The continued validity and effectiveness of this approval was expressly conditioned upon the continued Determination with the plans and conditions listed above.

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


26. 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 21st day of March, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

**A RESOLUTION APPROVING AN APPLICATION FOR A
CONDITIONAL USE PERMIT
FOR GOVERNORS VILLAGE COMMERCIAL, LLC**

WHEREAS, Governors Village Commercial, LLC has applied to Chatham County for a modification to the existing Conditional Use Permit for the governor's Club Planned Unit Development to add 18.95 acres to be developed as 49 single family residential lots, located off SR-1726, Old Farrington Rd., -- and to revise the existing Conditional Use Permit to change the approved land use for the East Dossett parcel (+/- 11 acres) from commercial to 76 residential townhomes, located off S. R. 1008, Mt. Carmel Church Road, the 100,000 square feet of commercial area to be retained for future use, as approved by the rezoning amendment adopted this date; and

WHEREAS, the Chatham County Board of Commissioners hereby make the five findings as listed below:

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 will be 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 modification to the 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 that the Chatham County Board of Commissioners hereby approve the application for the modification to the conditional use permit in accordance with the plan of Governors Club development PUD Modification, dated December 20, 2004 attached hereto and incorporated herein by reference.

1. Construction Deadlines. This permit shall automatically expire on the second anniversary of its issuance unless (a) construction has commenced; or (b) a timely filed application for an extension of time has been approved by the County.
2. Watershed Management. A detailed watershed protection plan for the entire project area described in the application, 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

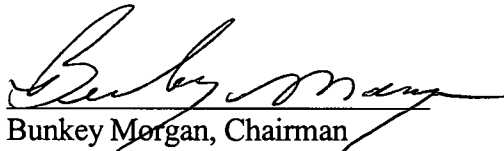
Certificate of Occupancy, the developer shall submit evidence satisfactory to the Planning Department of compliance with the approved plan.

3. Storm Water Management. A storm water management plan shall be approved by the County prior to issuance of a Zoning Determination Permit, and the developer is required to provide the County with final plans and an impervious surface calculation sheet. The developer shall construct storm water management control measures sufficient to serve the project area prior to issuance of a Certificate of Occupancy.
4. Fire flow. A fire flow report indicating adequate design shall be approved by the Chatham County Fire Marshal. Adequate fire flow shall be demonstrated prior to issuance of a certificate of occupancy. Any final plan shall indicate adequate access for pumper trucks.
5. 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.
6. Stipulations Regarding State and Federal Government Approvals
7. Permits. Any required State or Federal permits or encroachment agreements, including a commercial driveway permit(s) from NC DOT be obtained and copies submitted to the County prior to the issuance of a Zoning Determination Permit.
8. Improvements. Off-site improvements required by N.C. DOT or any other agency shall be constructed at no cost to the County including the traffic improvements as stated in the most recent TIA and others as deemed warranted by the NCDOT following its analysis.
9. Stipulations Regarding Required Improvements
10. Utilities.
 - a. The developer shall demonstrate availability of adequate water and wastewater supplies to serve the property and plans for provision of the same shall be approved by the County prior to issuance of a Zoning Determination Permit. Such plans shall be in conformity with any County policies then in effect and the developer shall pay all fees and charges associated with the project, including then current utility fees, review and inspection charges prior to issuance of a Zoning Determination Permit or final subdivision plat approval, whichever is earlier. The entire cost of extending public utility services if desired or required under County regulations shall be borne by the developer.
 - b. Adequate wastewater service for the project area shall be determined and approved by the appropriate regulatory agency prior to final subdivision plat approval.
11. Stages. If desired, the applicant may construct the project in stages or phases. Each such stage shall be subject to approval by the County pursuant to its subdivision regulations. No final plat of a stage or phase of the development shall be approved if there is any uncorrected violation of any provision of this permit.

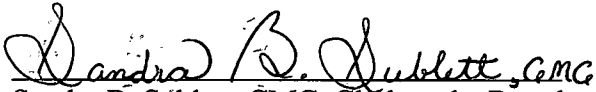
12. Erosion Control. An erosion and sedimentation control plan shall be approved by the North Carolina Department of Environmental Health and Natural Resources and said approval submitted to the Planning Department prior to the preliminary subdivision plat approval.
13. Silt Control. The applicant shall take appropriate measures to prevent and remove the deposit of wet or dry silt on adjacent paved roadways.
14. 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 actions, causes of action, claims, demands, damages, costs, loss, expenses, compensation, and all consequential damages on account of, either known and unknown, resulting to or from this decision.
15. 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.
16. Continued Validity. The continued validity and effectiveness of this approval was expressly conditioned upon the continued compliance with the plans and conditions listed above.
17. Non-Severability. If any of the above conditions is held to be invalid, this approval in its entirety shall be void.
18. 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 Chatham County hereby approves the application for a conditional use permit in accordance with the plans and conditions listed above.

Adopted this the 21st day of March, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

**A RESOLUTION APPROVING AN APPLICATION FOR A
REVISION TO A CONDITIONAL USE PERMIT
FOR DAVID WEBSTER**

WHEREAS, David Webster has applied to Chatham County for a revision to an existing conditional use permit for a certain tract or parcel of land containing approximately 2.00 acres located off S. R. 1712, East Cotten Road, parcel # 2943 to retain the existing uses (catering operation, daycare, office {business, professional, governmental}, office {engineering supply and similar sales including blueprinting, Photostatting and similar services}, landscape design, gift shops, jewelry sales and service, interior design shops, churches, public or private school, training and conference center, camera shop, retail stores and personal service shops similar to those services listed in dealing in direct consumer and personal services) and *add Veterinary clinics and hospitals not to include dog runs or equivalent facilities* by the rezoning amendment adopted this date; and

WHEREAS, the Chatham County Board of Commissioners hereby make the five findings as listed below:

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 will be 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 revision to a Conditional Use Permit be, and it hereby is, approved for the reasons herein above stated subject to the additional stipulations and conditions set forth hereinafter.

AND BE IT RESOLVED that the Chatham County Board of Commissioners hereby approve the application for the revision to the conditional use permit in accordance with the application dated 12/20/04 and incorporated herein by reference with specific conditions as listed below:

Stipulations Specific to the Application

1. Landscaping, lighting and signage shall be as shown on the site plan dated February 17, 2005 and as stated below:

- a. An area screened with material consistent with the wooden fencing will be constructed for screening waste containers. Even though dumpsters will not be needed at the outset, the screened area shall be large enough to accommodate one later.
- b. The area on the west side of the building shall be landscaped as follows:
 - i. English Ivy to be planted along the existing fence in one-quart pots spaced two feet on center. The ivy will be allowed to fill the gaps in the fencing to provide an opaque screen.
 - ii. The yard on the southwest side of the building to be reseeded.
 - iii. A variety of evergreens to be planted on the west side of the existing fence spaced 30-40 feet on the center.

Any additional landscaping must be installed prior to issuance of the certificate of occupancy.

2. The use shall not include outside dog runs.
3. The use shall not include the boarding of animals except for sick animals under treatment.
4. If the property is utilized in the future for one of the previously approved uses, all conditions shall remain as stated on approval letter to Mike Hubbard dated June 17, 2003 and August 19, 2003.
5. All required Chatham County Environmental Health permits and Chatham County building permits must be obtained prior to renovation of property.
6. The private easement road must be maintained to an all weather travel surface standard at all times.
7. All lighting must conform to the Draft Lighting Ordinance.
8. All noise abatement measures and odor control measures as outlined in the Amendment to the application for Conditional Use Permit by David Webster must be utilized.
9. Main entrance/client entrance to be relocated to the rear of the building (South side of structure) with staff parking relocated to the East side of the structure.
10. Customer parking to the rear/south of the structure to be fenced with a 4-foot high chain length fence.
11. Privacy fencing around exercising area to be 6 feet in height.
12. A revised site plan to be furnished to staff prior to applying to Chatham County for a building permit.
13. Land Use Intensity. This conditional use permit approves:

Gross Land Area	2.00 Acres
Impervious surface area	36%
Minimum Lot Size	As required
Minimum Street Frontage	As required
Setbacks	Front yard: 50 feet Side yard : 20 feet Rear Yard: 20 feet

14. Lighting Plan Approval. All area lighting shall meet County standards and not adversely affect adjoining residential areas. Existing lighting on the property shall be brought into conformance with the Chatham County Proposed Lighting Ordinance requirements prior to issuance of the certificate of occupancy for any addition or renovation to existing structures.
15. 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.
16. Permits. All required Chatham County Environmental Health permits, and any required State or Federal permits or encroachment agreements, must be obtained and copies submitted to the County prior to the issuance of a Zoning Determination Permit / building permit.
17. Improvements. Off-site improvements required by N.C. DOT or any other agency shall be constructed at no cost to the County.
18. Client and Employee Parking, and off-street loading areas. Parking and off-street loading areas shall be installed in accordance with the ordinances and policies of the County and as stipulated above.

Stipulations Related to Landscape Elements

19. All required screening and buffers shall be in place prior to issuance of a certificate of occupancy. Existing vegetation may be used to fully or partially fulfill the landscaping and buffering requirements of the County. The extent to which the same can be used shall be determined by the Planning Department prior to issuance of the Zoning Determination certificate.


Miscellaneous Stipulations

20. Erosion Control. If applicable, an erosion and sedimentation control plan be approved by the North Carolina Department of Environmental Health and Natural Resources and submitted to the Planning Department prior to the issuance of a Zoning Determination Permit.
21. 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 actions, causes of action, claims, demands, damages, costs, loss, expenses, compensation, and all consequential damages on account of, either known and unknown, resulting to or from this decision.
22. Fees. Applicant shall pay to the County all required fees and charges attributable to the development of its project in a timely manner.
23. Continued Validity. The continued validity and effectiveness of this approval is expressly conditioned upon the continued determination that the project conform with the plans and conditions listed above.

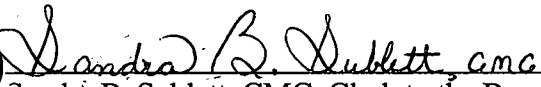
24. Non-Severability. If any of the above conditions is held to be invalid, this approval in its entirety shall be void.
25. Non-Waiver. Nothing contained herein shall be deemed to waive any discretion on the part of the County as to further development of the applicant's property and this permit shall 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 Chatham County hereby approves the application for a conditional use permit in accordance with the plans and conditions listed above.

Adopted this the 21st day of March, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

**RESOLUTION REQUESTING A ONE CENT SALES TAX IN
CHATHAM COUNTY
March 21, 2005**

Whereas, as the state's second fastest-growing county, Chatham County is growing at historically record rates, and

Whereas, before now Chatham County has been a largely agricultural community, and

Whereas, population growth in the county far exceeds the county's fiscal growth, and

Whereas, population growth at this rate strains the county's human resources and places more pressure on the county's building and space needs, and

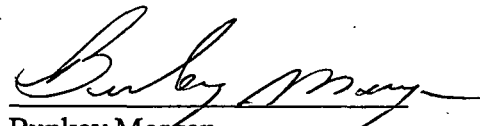
Whereas, Chatham County's reliance on the property tax for funding services and capital needs is already among the highest in the state; and

Whereas, the county does not have the fiscal infrastructure to adequately address school space needs and county space needs, and

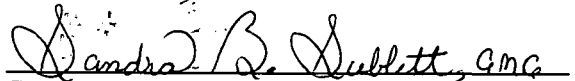
Whereas, the Board of Commissioners are exploring all possible avenues to address the building needs of the county,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners for Chatham County hereby requests the General Assembly of North Carolina to ratify a Senate Bill sponsored by Senator Bob Atwater which authorizes Chatham County to levy a local one cent sales tax, revenue which the county shall designate for capital projects, including school construction.

Adopted this 21st day of March 2005.


Bunkey Morgan

ATTEST:


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

**MINUTES
CHATHAM COUNTY
BOARD OF COMMISSIONERS
WORK SESSION
MARCH 28, 2005**

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 March 28, 2005.

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

The Chairman called the work session to order at 9:07 AM.

Work Session Agenda

1. **School Board Needs**
2. **Town of Pittsboro Presentation**

SCHOOL BOARD NEEDS

Bunkey Morgan, Chairman, explained that, as per the Local Government Commission, \$65,000,000 was the most reasonable debt load for the County and that the purpose for the day's meeting was to try to set priorities based on the Local Government Commission comments. He asked the Chairman of the Board of Education for his thoughts on school needs.

Alan Zimmerman, Chairman of the Chatham County Board of Education, stated that he had asked his board to review their school needs and prioritize their requests.

The County Manager distributed a list of staff recommendations of possible funding priorities.

The Finance Officer distributed a list of 2006-2010 Capital Projects. She explained the General Fund Projects, Utility Fund Projects, and other projects to be funded with Fund Balance. She reviewed evaluated debt capacity, ratio guidelines, and other considerations.

The Board discussed increasing the Impact Fee to cover the anticipated costs of building two new schools (Siler City Elementary and Northeast Middle School) and expanding the school cafeteria at Jordan-Matthews High School.

The Board asked the staff to look at the three capital improvements priorities, how they would affect tax rates, and how much the impact fee would have to be increased to pay for construction of the two new schools.

BREAK

The Chairman called for a ten-minute break.

The Board prioritized funding requests. A discussion ensued as to the best funding either through bank loans or by selling certificates of participation (COPs). Both must be approved by the Local Government Commission.

The Finance Officer explained that interest rates on certificates of participation do not vary much from those on general obligation bonds but Bond Counsel expenses are significantly more; that the interest on bank loans is usually less but must be repaid in fifteen years instead of twenty years with bonds; that bonds and COPs are generally twenty years; and that bank loans are usually cheaper to administer due to less paperwork involved.

Commissioner Emerson moved, Commissioner Cross seconded, to approve the prioritization of funding options as follows:

Siler City Elementary School
Northeast Middle School
Jordan Matthews Cafeteria
Horton Renovations
Chatham Business Park – Phase I
Community College – Siler City and Pittsboro
Judicial Facility
Social Services
Library

Light systems, softball field lights at three high schools and tennis court lights at two high schools, are part of the CIP.

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

BREAK

The Chairman called for a short break until the Town of Pittsboro's Town Manager arrived.

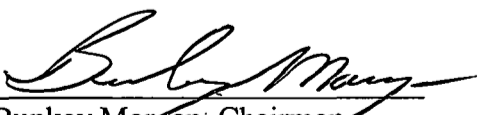
TOWN OF PITTSBORO

David Hughes, Pittsboro Town Manager, explained the specifics of a new spray field, an alternative wastewater discharge system, to be built by the Town of Pittsboro outside of the city limits on State Road #1010. He explained that if the state approved the proposed system, the Town would have an extra 800,000-900,000 gallons per day to take care of the needs of the Town and until the Town determines whether or not a new wastewater plant can be constructed.

Commissioner Cross moved, seconded by Chairman Morgan, to approve funding in the amount of \$5,000 per month, up to sixty months, to go toward the Town of Pittsboro spray field project, contingent upon the project being approved. The motion carried five (5) to zero (0).

ADJOURNMENT

Chairman Morgan moved, seconded by Commissioner Cross, that the meeting be adjourned. The motion carried five (5) to zero (0), and the meeting was adjourned at 11:40 AM.


Bunkey Morgan, Chairman

ATTEST:


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

APRIL

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
APRIL 04, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 9:00 AM on April 04, 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 Commissioner Outz 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 an appointment by Commissioner Barnes to the Home and Community Block Grant Committee, that an appointment by Commissioner Emerson to the Housing Authority, and his appointment to the Recreation Advisory Committee be added to the Agenda and that an appointment to the Piedmont Conservation Council be removed from the Agenda. He also asked that the public hearing, on a request to apply for Community Development Block Grant – Economic Development funds, be deferred until the April 18, 2005 Board of Commissioners' meeting.

Commissioner Emerson moved, seconded by Commissioner Cross to approve the Agenda and Consent Agenda with the noted requests. The motion carried five (5) to zero (0).

CONSENT AGENDA

1. **Minutes:** Consideration of a request for approval of Board Minutes for regular meeting held March 21, 2005, Work Session held March 21, 2005, and Work Session held March 28, 2005

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. Two Gate Road B. Shadymont Drive

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

3. **Public Health Month Proclamation:** Consideration of a request to adopt **Resolution #2005-21 Proclaiming April 2005 as Public Health Month**, attached hereto and by reference made a part hereof.

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

4. **Child Abuse Prevention Month Proclamation:** Consideration of a request to adopt **Resolution #2005-22 Proclaiming April 2005 as Child Abuse Prevention Month**, attached hereto and by reference made a part hereof.

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

5. **Funds Acceptance for Health Department:** Consideration of a request to accept funds in the amount of \$2,000.00 awarded to the Health Department's Diabetes Project from the Wren Foundation

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

6. **Notification to Change Medicaid Rates:** Notification of changes to Medicaid rates for public health departments, attached hereto and by reference made a part hereof.

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

7. **Conveyance of Property to Chatham County Council on Aging:** Consideration of a request to convey property (milk vending machine) to the Chatham County Council on Aging

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

8. **Fiscal Year 2004-2005 Budget Amendments:** Consideration of a request to approve Fiscal Year 2004-2005 Budget Amendments, attached hereto and by reference made a part hereof.

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

END OF CONSENT AGENDA

PUBLIC INPUT SESSION

Loyse Hurley, 12 Matchwood, Pittsboro, NC, stated that Chatham Citizens for Effective Communities (CCEC) urged the Board to keep the taxpayers of Chatham County informed about the reasons why they are voting the way they planned to vote on capital projects. She stated that since the Board is apparently planning to forgo a bond referendum on these capital projects, they need to provide taxpayers an opportunity to express their views on both their funding priorities and their method of financing them; that they request that a final vote on capital projects funding plan not be taken at the day's meeting; that they ask that they allow their financing plan and the factual material used in support of the plan be provided to the public via the County website and various media outlets; that the vote be delayed until the April 18th Board of Commissioners' meeting; that finding out about the comparison costs of the individual projects this morning and then voting on it the same morning does not give all of the Board an opportunity to carefully consider the choices; that failing to include taxpayers in the decision-making process for the debt funding will result in a perception of a "rush to judgment", where the citizens do not feel they were provided in advance legitimate reasons for such an emergency vote; that when citizens are treated as equals through informed, simple, direct information, they are more likely to be accepting of information that impacts them directly; that conversely, when confronted with actions in which they have been ill-informed, suspicions arise and they act against what is being considered out of anger and retribution; that their vote on financing these projects has a direct impact on each individual taxpayer; that the taxpayers need to be aware of the different alternatives for funding and understand the problems associated with each one; that this is an example of the type of open government process that citizens have been requesting; that it is also essential for County fiscal responsibility and accountability; that some explanation of the conditions facing the Board and their rationale for taking action is needed; that the one cent sales tax was sneaked in at the end of a long night and a lengthy meeting last month without any explanation to the public; that it appeared to be an example of "backroom politics" at its best; that that vote affects every man, woman, and child in the County; that this was reminiscent of the difficulties the Board experienced in getting citizen support for the water districts; that this is a better way to involve and explain things to the citizens; that some of these capital projects have been outstanding for a while; and that the additional two weeks should be taken so the citizens can be educated. She urged the Board that if a vote on the funding for the Business Park and Central Community College needs to be taken today, that

the bulk of the projects be kept in abeyance until the evening Board of Commissioners' meeting on April 18, 2005.

Dennis Clark, 19006 Stone Brook, Chapel Hill, NC, stated that Northwood has a serious over-capacity problem. He stated that the schools that would be impacted by the middle school do not have capacity at this time; that in the year 2010, both schools will have a problem; that he realizes that there is a twenty plus million dollar difference in the cost of the schools; that to him and his neighbors, it is a bit puzzling as to the decision to not solve the Northwood problem.

BOARD OF COMMISSIONERS' MATTERS

Public Hearing:

Community Development Block Grant – Economic Development Funds: Public hearing (second of two) to receive public comments on a request to apply for Community Development Block Grant – Economic Development funds

This item was deferred until the April 18, 2005 Board of Commissioners' meeting.

PUBLIC WORKS

North Chatham Hydraulic Improvements: Consideration of a request to award two contracts for the North Chatham Hydraulic Improvements

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve the North Chatham Hydraulic Improvements - Contract 2 and Contract 3, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Charlie Horne, County Manager stated that the Silk Hope line was also bid, but that it came in high and may have to be re-bid.

BOARD AND COMMITTEES

Cape Fear River Assembly Appointment: Consideration of a request to appoint/reappoint a member to the Cape Fear River Assembly by the Board

Commissioner Barnes moved, seconded by Commissioner Cross to reappoint Connie Allred, 4908 Pleasant Hill Church Road, Siler City, NC, to the Cape Fear River Assembly. The motion carried five (5) to zero (0).

Home and Community Block Grant Committee Appointment: Consideration of a request to appoint a member to the Home and Community Block Grant Committee by Commissioner Barnes

Commissioner Barnes moved, seconded by Commissioner Cross, to reappoint Mary Schoonard, 1260 Log Barn Road, Pittsboro, NC, to the Home and Community Block Grant Committee. The motion carried five (5) to zero (0).

Recreation Advisory Committee: Consideration of a request to appoint a member to the Recreation Advisory Committee

Commissioner Barnes moved, seconded by Commissioner Emerson, to appoint Duncan Murrell, PO Box 771, Pittsboro, NC, to the Recreation Advisory Committee. The motion carried five (5) to zero (0).

Adult Care Home Committee Appointments: Consideration of a request to appoint/reappoint a member to the Adult Care Home Committee by Chairman Morgan (1) and one appointment by the Board (1)

Chairman Morgan moved, seconded by Commissioner Emerson, to appoint Christine Brooks, 968 Cole Ridge Road, Siler City, NC, to the Adult Care Home Committee. The motion carried five (5) to zero (0).

Housing Authority Board: Consideration of a request to appoint/reappoint a member to the Housing Authority Board

Chairman Morgan moved, seconded by Commissioner Emerson, to reappoint Consuelo Barr, 921A Cottage Grove Avenue, Siler City, NC, to the Housing Authority. The motion carried five (5) to zero (0).

Commissioner Emerson moved, seconded by Commissioner Outz, to appoint Lisa Shultz, 25 Creekside Circle, Apartment #24, Pittsboro, NC, to the Housing Authority Board. The motion carried five (5) to zero (0).

Piedmont Conservation Council Appointment: Consideration of a request to appoint a member (1) to the Piedmont Conservation Council

This appointment was deferred until a later date.

MANAGER' S REPORTS

The County Manager reported on the following:

Upgrade of CAD System:

Tony Tucker, Emergency Operations Director, explained that in May, 2003 the Board approved the hiring of a consultant for the CAD project; that they have been working on the project since 2002; that they were allotted \$80,000 for the consultants work; that they have now reached the limit and the project is incomplete; that the project was broken into four phases; that they are now in the base of Phase III; that they have decided on the vendor and the consultant is negotiating the process for the best deal; that Phase IV is the consultants overseeing of the contract, making certain that everything is in place, that it is a turn-key job; and that the County accepts it; that the consultant has saved the County over \$54,000 on the initial price which did not include any hardware; that the new price does include the hardware; that on the maintenance contract, the consultant saved the County \$44,000 on a five-year contract and that it is now a six year contract; that even though the consultant has exceeded the initial price of his contract, he has saved the County money as he has proceeded.

Mr. Tucker asked the Board for an additional \$50,000 in 911 Funds for completion of the project and stated that the consultant is still negotiating and that there may be a possibility that a new records management system may be obtained for the Sheriff's Office out of these funds.

Commissioner Outz moved, seconded by Commissioner Barnes, to allocate additional 911 Funds in the amount of \$50,000 for the CAD System. The motion carried five (5) to zero (0).

COMMISSIONERS' REPORTS

Monthly Water Tap Fee:

Commissioner Outz stated that he had received a call regarding a citizen's rental house to which County water was run; that the renter had vacated the property and that the landlord was still receiving a \$15.00 monthly bill on the connection hookup. He asked if this was the correct procedure.

Commissioner Outz was assured that this was standard procedure.

Well Permit:

Chairman Morgan asked if all Board members had received a copy of Cadle Cooper's letter stating that Mr. Cooper had applied for a permit to drill a well; that in the meantime, the Town of Pittsboro adjusted their fees to run the line from \$4,000 to \$2,000; and that Mr. Cooper decided that he did not need the permit and had hooked onto the Town's water.

The County Manager was asked to check on the matter.

Representative Hackney:

Chairman Morgan stated that Representative Hackney had informed him that they had put both bills in the House; that the bills were also supported by Representative Verla Insko; and that they did not have any idea as to how they would progress.

Commissioner Cross stated that he had spoken with Representative Hackney on Friday; and that he was going to continue his presentations and solicitations on these matters. He explained that for fifteen years, there has been an agreement between homebuilders and realtors to block any tax to deal with residential development; that the NC Realtors Association is the primary lobby on this; that they hired a full-time lobbyist; that they have a website and 34,000 members; and they have managed to block any requests for fifteen years. He stated that this would actually save the builders a lot of money and will help keep their industry healthy in Chatham County; and that it has been easy to obtain their support once it has been explained to them.

The Chairman expressed appreciation from the Board for all of Commissioner Cross' hard work efforts.

Commissioner Barnes' Birthday:

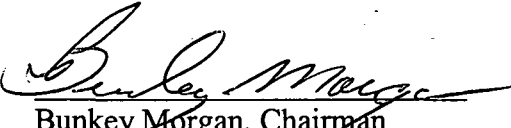
Chairman Morgan informed the Board that it was Commissioner Barnes' birthday.

School Maximum Capacity Report Request:

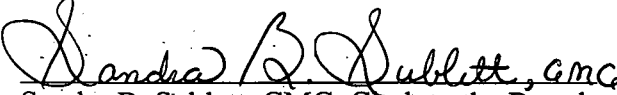
Commissioner Outz asked for a copy of the Board of Education's information on maximum school capacity.

ADJOURNMENT

Commissioner Outz moved, seconded by Commissioner Cross, to adjourn the regular meeting to the scheduled work session. The motion carried five (5) to zero (0), and the meeting was adjourned at 9:35 AM.

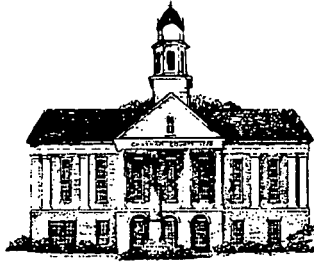

Bunkey Morgan, Chairman

ATTEST:


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

COUNTY OF CHATHAM

Res.#2005- 21



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

PROCLAMATION PUBLIC HEALTH MONTH APRIL 2005

Whereas, over the past 50 years, the United States has achieved significant increases in life expectancy and reductions in the incidence of injury, disability and disease;

Whereas, of the 30 additional years of life expectancy we have gained since the turn of the century, the public health approach is credited with the majority--approximately 25 years--of improvements in our health status and expanded life expectancy;

Whereas, public health succeeds by identifying and addressing patterns of disease, illness and injury in populations;

Whereas, the use of population-based strategies for disease and injury prevention, public health has contributed to the decline in illness and injury, including heart disease and stroke, tobacco-related diseases, infectious diseases and motor vehicle and workplace injuries;

Whereas, National Public Health Month provides the focused opportunity for the public and public health professionals to learn about public health concerns and success stories which are vital to healthy communities, such as immunizing against infectious disease, maintaining good nutritional standards and providing good prenatal care;

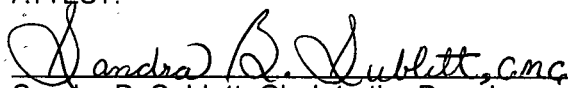
Whereas, the National Public Health Month theme for 2005 – Empowering Americans to Live Stronger, Longer--seeks to help older Americans overcome barriers to achieving good health through prevention, protection and planning to live longer, healthier lives.

NOW, THEREFORE, BE IT PROCLAIMED by the Board of Commissioners of the County of Chatham, North Carolina that April 2005 is National Public Health Month and commends this observance to all residents.

Adopted this, Fourth of April 2005.

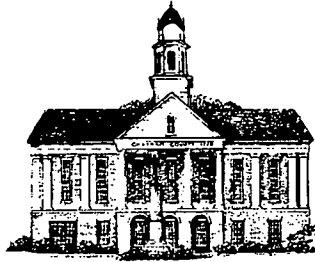

Bunkey Morgan, Chairman

ATTEST:


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

COUNTY OF CHATHAM

Res. #2005-22



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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PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

RESOLUTION PROCLAIMING APRIL 2005 AS CHILD ABUSE PREVENTION MONTH

WHEREAS, our children look upon us to serve as their protectors, role models, heroes, and heroines; and

WHEREAS, children who are loved, grow to love others. They give to their families, neighborhoods, and the entire State the good that was bestowed on them. The legacy continues; and

WHEREAS, child abuse and neglect happen all over the community; it has no social or economic boundaries. We dedicate our energies to preventing child physical abuse, sexual abuse, emotional abuse, neglect and their terrible legacy; and

WHEREAS, approximately 113,000 North Carolina children were reported as abused and neglected last year, and at least 30 children died in 2003 due to abuse; and

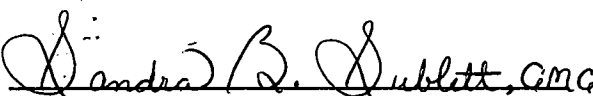
WHEREAS, the effects of child abuse are felt by the entire community and preventing child abuse and neglect is the responsibility of every citizen and community member.

WHEREAS, it is vital that we join together in supporting parents to raise their children in a safe, nurturing environment.

NOW, THEREFORE, WE, THE CHATHAM COUNTY BOARD OF COMMISSIONERS, do hereby proclaim April 2005, as "**CHILD ABUSE PREVENTION MONTH**" in Chatham County, and urge our citizens to support this observance.

Adopted this 4th day of April, 2005.


Bunkey Morgan, Chairman
Chatham County Board of Commissioners


Sandra B. Sublett, Clerk to the Board
Chatham County



**Chatham County
Board of Commissioners
Agenda Abstract**

Item Number:

Meeting Date: 4/4/05

Part A

Subject: Consideration of a request to notify the Board of Commissioners of changes to Medicaid rates for public health departments.

Action Requested: Motion to accept notification of changes in Medicaid rates for public health departments.

Attachments: None

Submitted By:

Phyllis M. Rocco

Phyllis M. Rocco, Interim Health Director
Chatham County Health Department

3/22/05
Date

County Manager Review:

Charlie Horne

Charlie Horne, County Manager

3-23-05

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: 4/4/05

Part B

Introduction & Background:

The Chatham County Public Health Department Fee Policy allows for adjustment of fees based upon Medicaid/Medicare rates or costs analysis. The policy further states that the Health Department shall inform the commissioners at their next meeting of any changes in rates. The Health Department received notification on March 1st that the rates changed January 1, 2005.

Discussion & Analysis:

Medicaid rates are adjusted based on an annual cost analysis audit done by the State for public health departments. Based on the services offered by the health department, several rates increased as well as decreased.

Budgetary Impact:

The total overall impact of the Medicaid rate adjustment is \$238.90. Since the Health Department applies these rates to self-pay patients on a sliding fee scale, it is difficult to determine the overall effect of the adjustments.

Recommendation:

Motion to accept notification of changes in Medicaid rates for public health departments.

**BUDGET ADDENDUMS
FISCAL YEAR 2004-2005**

Addition to/Reduction of Funds

<u>Account Number</u>	<u>Department</u>	<u>Line Item</u>	<u>Revenue</u>	<u>Expense</u>	<u>Explanation</u>
01000003010100 01013104025016	Tax Tax	Taxes-Current Year Business Audits	50,000		Contingency Fees for Business Audits
				50,000	
01000003970000 01018104025010	Register of Deeds Register of Deeds	Appropriated Fund Balance Contracted Services	34,365		Register of Deeds Automation Funds
				34,365	Scanning Documents Contract
01000003970000 01045106026206	Soil & Water Soil & Water	Appropriated Fund Balance USDA-TSP Expenditures	9,877		Technical Service Provider Funding
				9,877	Implementation of the Farm Bill of 2002
01000003446201 01045106036201	Soil & Water Soil & Water	Outdoor Learning Ctr Grant Grant Expenditures-Outdoor Learn	1,000		Outdoor Learning Center Grant for
				1,000	Siler City Elementary School
01000003417101 01053117036340	DSS DSS	DSS-State Progress Energy/CEMC	893		CP&L Project Share
				893	Funding Authorization #4
01000003427101 01053117036326	DSS DSS	DSS-Federal Crisis Intervention	11,236		Crisis Intervention Prevention
				11,236	Funding Authorization #5
01000003427101 01053117036326	DSS DSS	DSS-Federal Crisis Intervention	5,618		Crisis Intervention Prevention
				5,618	Funding Authorization #6
01000003487201 01054107025156	Mental Health Mental Health	Mental Health-Cap Tax Allocations-Cap Tax	6,000		Mental Health Cap Tax Allocations
				6,000	
			<u>118,989</u>	<u>118,989</u>	

Total Additional Funding to
 General Fund 74,747
 Additional General App.
 Fund Balance 44,242
Total FY 05 General App.
 Fund Balance 2,823,463

**BUDGET AMENDMENTS
FISCAL YEAR 2004-2005**

Transfers from Reserve

<u>Account Number</u>	<u>Department</u>	<u>Line Item</u>	<u>Revenue</u>	<u>Expense</u>	<u>Explanation</u>
02817124026627	Emergency Operations	Equipment Reserve		(983)	Transfer from Equipment Reserve for the
02817124058510	Emergency Operations	Transfer to General Fund		983	Purchase of Computer Equipment
01000003918528	Emergency Operations	Transfer from Equipment Reserve	983		
01032105021520	Emergency Operations	Office Expenses		983	
			<u>983</u>	<u>983</u>	



Hobbs, Upchurch & Associates, P.A.

Consulting Engineers

300 S.W. Broad Street • Southern Pines, NC 28387

March 24, 2005

Mr. Will Baker, Director
Chatham County Utilities
70 South Street
Pittsboro, NC 27312

RE: North Chatham Hydraulic Improvements
Contract 2 & 3 Recommendation of Award
HUA No. CH0310.400

Dear Mr. Baker:

In regard to the above referenced project on March 22, 2005 bids were received and opened for the North Chatham Hydraulic Improvements – Contract 2 & Contract 3. These two contracts were bid as one project and consisted of approximately 5,000 lf of 12" DIP water main, one control valve station and two pressure reducing stations in Fearington Village.

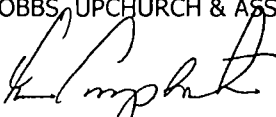
There were five responsive bidders on the project, the bids ranged from a \$423,195.20 to the low bid of \$242,087.49 submitted by Seaside Environmental Constructors, Inc.

Hobbs, Upchurch & Associates has had the opportunity to work with Seaside Utilities located in Monks Corner, South Carolina. Seaside Utilities and Seaside Environmental have common ownership. While we have not worked directly with Seaside Environmental Constructors, our experience with their partner company has been excellent. Seaside Environmental Constructors has provided a list of references (attached), I have checked several of the references for projects that are of similar scope as the North Chatham Hydraulic Improvements. Of the references that I have check all of the owners and engineers expressed that Seaside Environmental Constructors performed the work with good workmanship and completed the projects in a timely manner.

Based on our experience with their partner company and the references that were checked Hobbs, Upchurch & Associates, P.A. recommends that Chatham County award the North Chatham Hydraulic Improvements – Contract 2 & 3 to Seaside Environmental Constructors in the amount of \$242,087.49. This bid price is within the budgeted amount of \$260,00 for the project.

Attached to this Recommendation of Award are the bid summary sheet and a detailed bid tabulation. We are currently preparing the contract documents for this project and will forward them to you once the Board of Commissioners have officially awarded the project. If you have any questions or need any additional information please feel free to contact me at this office.

Sincerely,
HOBBS, UPCHURCH & ASSOCIATES, P.A.



Tim Carpenter, Project Manager

Enclosures

**CHATHAM COUNTY
NORTH CHATHAM HYDRAULIC IMPROVEMENTS
CONTRACT 2 AND 3
BID SUMMARY**

Bid Date: March 22, 2005 ~ 2:00 p.m.

	Bidders	N. C. License. #	5% Bid Bond	Total Bid Amount
1.	Seaside Environmental Raleigh, NC	55044	5%	\$242,087.49
2.	Thomas Construction Co. Sanford, NC	34882	5%	\$254,160.00
3.	SKC, Inc. Asheboro, NC	39936	5%	\$309,567.01
4.	Sandhills Contractors Sanford, NC	25707	5%	\$354,548.00
5.	Billings & Garrett Raleigh, NC	6370	5%	\$423,195.20

Bids Opened & Read By:


Jarrod E. Hilliard, E.I.

HOBBS UPCHURCH & ASSOCIATES, P.A.

CHATHAM COUNTY ~ NORTH CHATHAM HYDRAULIC IMPROVEMENTS
CONTRACT 2 AND 3
BID TABULATION

SECTION 1: CONTRACT 2 - LYSTRA ROAD WATER MAIN				Seaside Environmental		Thomas Construction		SKC, Inc.	
	Item Description	Item Quantity	Unit	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
1.	12" Class 350 Ductile Iron Pipe	5,000	LF	\$26.10	\$130,500.00	\$30.25	\$151,250.00	\$34.40	\$172,000.00
2.	12" Gate Valve and Box with Concrete Collar	4	EA	\$1,606.83	\$6,427.32	\$1,400.00	\$5,600.00	\$1,500.00	\$6,000.00
3.	6" Gate Valve and Box with Concrete Collar	4	EA	\$675.12	\$2,700.48	\$540.00	\$2,160.00	\$800.00	\$3,200.00
4.	20" Steel Casing Installed by Bore and Jack	60	LF	\$169.01	\$10,140.60	\$170.00	\$10,200.00	\$175.00	\$10,500.00
5.	Connect to Existing 12" PVC Water Main @ Carson Road	1	LS	\$1,523.77	\$1,523.77	\$2,500.00	\$2,500.00	\$5,850.00	\$5,850.00
6.	Connect to Contract I at Booster Pump Station on Jack Bennet Road	1	LF	\$1,565.30	\$1,565.30	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
7.	Fire Hydrant Assembly Including Ductile Iron Extension Pipe Complete with Tie Rods and Stone, Valves and Fittings to be paid for under other items	2	EA	\$1,898.14	\$3,796.28	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
8.	Check Valve and Control Vault in Governor's Club: Including all labor, tools materials necessary to complete the installation as shown in the plans and specifications	1	LS	\$36,846.24	\$36,846.24	\$27,800.00	\$27,800.00	\$40,245.00	\$40,245.00
9.	12" - 45 Degree Bend	8	EA	\$315.63	\$2,525.04	\$450.00	\$3,600.00	\$400.00	\$3,200.00
10.	12" - 90 Degree Bend	4	EA	\$338.83	\$1,355.32	\$450.00	\$1,800.00	\$425.00	\$1,700.00
11.	12" x 6" Tee	2	EA	\$402.63	\$805.26	\$475.00	\$950.00	\$425.00	\$850.00
12.	Concrete for Blocking	40	CY	\$96.52	\$3,860.80	\$110.00	\$4,400.00	\$175.00	\$7,000.00
13.	Gravel Drive Repair	60	TN	\$32.41	\$1,944.60	\$25.00	\$1,500.00	\$20.00	\$1,200.00
14.	Asphalt Replacement and Repair	40	SY	\$77.04	\$3,081.60	\$50.00	\$2,000.00	\$45.00	\$1,800.00
15.	12" - Watermain - Cleanup and Testing - This bid shall include all labor, tools, equipment, transporation and other items necessary to complete finished seeding and mulching and testing on the project.	5,000	LF	\$0.99	\$4,950.00	\$2.50	\$12,500.00	\$2.00	\$10,000.00
Total Section 1 - Contract 2 Total				\$212,022.61		\$231,760.00		\$270,045.00	

CHATHAM COUNTY ~ NORTH CHATHAM HYDRAULIC IMPROVEMENTS
 CONTRACT 2 AND 3
 BID TABULATION

SECTION 2: CONTRACT 3 - PRESSURE REDUCING STATIONS				Seaside Environmental		Thomas Construction		SKC, Inc.	
	Item Description	Item Quantity	Unit	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
1.	Village Way 6" Pressure Reducing Station: Including the Pre-Cast Concrete Vault, piping, tie-ins, sitework and demolition of the existing meter vault and testing and start up. The Pressure Reducing Valve shall be provided by Chatham County	1	LS	\$16,849.00	\$16,849.00	\$11,200.00	\$11,200.00	\$18,820.00	\$18,820.00
2.	Farrington 6" Pressure Reducing Station: Including the Pre-Cast Concrete Vault, piping, tie-ins, sitework and testing and start-up. The Pressure Reducing Valve shall be provided by Chatham County	1	LS	\$13,215.88	\$13,215.88	\$11,200.00	\$11,200.00	\$20,702.01	\$20,702.01

Total Section 2 - Contract 3 Total

\$30,064.88

\$22,400.00

\$39,522.01

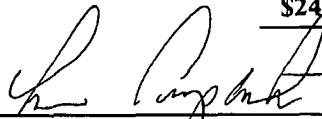
TOTAL BID AMOUNT

\$242,087.49

\$254,160.00

\$309,567.01

Bid Tabulation Confirmed by:

 3/23/05

 Tim Carpenter, Project Manager

CHATHAM COUNTY ~ NORTH CHATHAM HYDRAULIC IMPROVEMENTS
CONTRACTS 2 AND 3
BID TABULATION

SECTION 1: CONTRACT 2 - LYSTRA ROAD WATER MAIN				Sandhills Contractors		Billings & Garrett	
	Item Description	Item Quantity	Unit	Unit Cost	Extended Price	Unit Cost	Extended Price
1.	12" Class 350 Ductile Iron Pipe	5,000	LF	\$42.36	\$211,800.00	\$46.40	\$232,000.00
2.	12" Gate Valve and Box with Concrete Collar	4	EA	\$1,770.00	\$7,080.00	\$1,514.60	\$6,058.40
3.	6" Gate Valve and Box with Concrete Collar	4	EA	\$890.00	\$3,560.00	\$691.90	\$2,767.60
4.	20" Steel Casing Installed by Bore and Jack	60	LF	\$202.00	\$12,120.00	\$201.30	\$12,078.00
5.	Connect to Existing 12" PVC Water Main @ Carson Road	1	LS	\$1,550.00	\$1,550.00	\$2,458.10	\$2,458.10
6.	Connect to Contract I at Booster Pump Station on Jack Bennet Road	1	LF	\$600.00	\$600.00	\$2,458.10	\$2,458.10
7.	Fire Hydrant Assembly Including Ductile Iron Extension Pipe Complete with Tie Rods and Stone, Valves and Fittings to be paid for under other items	2	EA	\$2,320.00	\$4,640.00	\$3,596.80	\$7,193.60
8.	Check Valve and Control Vault in Governor's Club: Including all labor, tools materials necessary to complete the installation as shown in the plans and specifications	1	LS	\$40,900.00	\$40,900.00	\$40,301.20	\$40,301.20
9.	12" - 45 Degree Bend	8	EA	\$548.00	\$4,384.00	\$447.30	\$3,578.40
10.	12" - 90 Degree Bend	4	EA	\$578.00	\$2,312.00	\$473.70	\$1,894.80
11.	12" x 6" Tee	2	EA	\$600.00	\$1,200.00	\$491.20	\$982.40
12.	Concrete for Blocking	40	CY	\$148.00	\$5,920.00	\$366.60	\$14,664.00
13.	Gravel Drive Repair	60	TN	\$27.70	\$1,662.00	\$26.30	\$1,578.00
14.	Asphalt Replacement and Repair	40	SY	\$39.00	\$1,560.00	\$59.50	\$2,380.00
15.	12" - Watermain - Cleanup and Testing - This bid shall include all labor, tools, equipment, transportation and other items necessary to complete finished seeding and mulching and testing on the project.	5,000	LF	\$3.25	\$16,250.00	\$9.40	\$47,000.00

Total Section 1 - Contract 2 Total

\$315,538.00

\$377,392.60

CHATHAM COUNTY ~ NORTH CHATHAM HYDRAULIC IMPROVEMENTS
 CONTRACT 2 AND 3
 BID TABULATION

SECTION 2: CONTRACT 3 - PRESSURE REDUCING STATIONS				Sandhills Contractors		Billings & Garrett	
	Item Description	Item Quantity	Unit	Unit Cost	Extended Price	Unit Cost	Extended Price
1.	Village Way 6" Pressure Reducing Station: Including the Pre-Cast Concrete Vault, piping, tie-ins, sitework and demolition of the existing meter vault and testing and start up. The Pressure Reducing Valve shall be provided by Chatham County	1	LS	\$19,750.00	\$19,750.00	\$22,808.50	\$22,808.50
2.	Ferrington 6" Pressure Reducing Station: Including the Pre-Cast Concrete Vault, piping, tie-ins, sitework and testing and start-up. The Pressure Reducing Valve shall be provided by Chatham County	1	LS	\$19,260.00	\$19,260.00	\$22,994.10	\$22,994.10

Total Section 2 - Contract 3 Total

\$39,010.00

\$45,802.60

TOTAL BID AMOUNT

~~\$354,548.00~~

\$423,195.20

Bid Tabulation Confirmed by:

 3/23/05
 Tim Carpenter, Project Manager

SEC, Inc.

Treatment Plant & Pipeline Construction

Seaside Environmental Constructors, Inc

March 23, 2005

Mr. Tim Carpenter
Hobbs, Upchurch & Associates, P.A.
300 S W Broad Street
Southern Pines, NC 28388

RE: Chatham County Water System
Contract 2 - North Chatham Water Main Jack Bennett & Lystra Road
Contract 3 - Pearrington Pressure Reducing Station

Dear Mr. Carpenter:

As requested in your telephone conversation with Tony Hollins, please find the attached information regarding Seaside Environmental Constructors, including completed and on-going construction projects.

Seaside Utilities, Inc. has been performing treatment plant and pipeline construction in North and South Carolina since 1994. In August of 2001, Seaside Utilities, Inc. opened an office in Raleigh, NC. We have recently reorganized our North Carolina operations into Seaside Environmental Constructors, Inc. All management has remained the same during the reorganization.

Attached is a list of projects that have been completed, or are being performed as Seaside Utilities, Inc., or Seaside Environmental Constructors, Inc., and managed from this office. Tony Hollins (resume attached) will be the project manager for the above referenced project.

We hope that this information assists in your assessment of Seaside Environmental Constructors. If there is any additional information needed, please contact myself or Tony Hollins.

Respectfully,



B.J. Christman
Vice President

4904 Waters Edge Drive, Suite 170 Raleigh, NC 27606 Phone: 919-854-2668 Fax: 919-854-2868

SEASIDE ENVIRONMENTAL CONSTRUCTORS, INC.						
PROJECT IN PROGRESS						
Project	Owner	Contact	Engineer	Contact	Value	Scheduled Completion
Rockfish Creek WRF	PWC - Fayetteville, NC	Dickie Vinent	Hazen & Sawyer	Mark Messere	\$11,484,000.00	Sep-05
Cary PRVs	Town of Cary	Glen Harrell	Hazen & Sawyer	Tom Tant	\$471,000.00	Apr-05
Western Area Water System Improvements	City of Burlington	Jim Lauritsen	Kimley-Horn Associates	Kevin Carter	\$1,717,000.00	Feb-05
Washington WWTP	City of Washington	Adam Waters	Rivers & Associates	Blaine Humphrey	\$3,985,850.00	Feb-05
Dare County North RO	Dare County	Bob Oreskovich	Rostek & Associates	Ian Watson	\$1,756,599.78	Feb-05
Barnes Avenue Infrastructure	City of Durham	Richard Valzanos	Haden Stanziale	Craig Morgan	\$874,511.00	Jan-05
Dare County Arsenic Removal	Dare County	Bob Oreskovich	Rostek & Associates	Ian Watson	\$3,807,000.00	Dec-05
Temple School Road 16" DI Waterline	City of Winston-Salem		Stimmel Associate, PA	J Neil Tucker	\$342,232.00	Apr-05
Caustic Feed System	City of Durham	Tom Bastable	Hazen & Sawyer	David Laliberte	\$576,802.00	Nov-05

SEASIDE ENVIRONMENTAL CONSTRUCTORS, INC.

Completed Projects

Project	Owner	Contact	Engineer	Contact	Value	Completion
Chemical Feed & RW Pump Improvements	City of Durham	Tom Bastable	Hazen & Sawyer	Mike Wang	\$549,345.00	Sep-02
Southside WWTP Trickling Facility	City of Wilmington	Geoff Cermak	City of Wilmington	Geoff Cermak	\$17,375.00	Mar-03
Belhaven RO WTP	Town of Belhaven	Dewitt Hardinson	Cavanaugh & Associates	Jimmy Holland	\$1,723,680.00	Jul-03
Northside WWTP Trickling Facility	City of Wilmington	Milton Vann	City of Wilmington	Milton Vann	\$28,224.00	Jun-03
Northside WWTP Heat Exchanger	City of Wilmington	Milton Vann	City of Wilmington	Milton Vann	\$37,100.00	Mar-04
Huckleberry Reservoir	City of Durham	Tom Bastable	EE&T	Dean Ramsey	\$507,596.00	Mar-04
Macedonia Place - Phase III	City of High Point	Leon Adams	City of High Point	Leon Adams	\$174,000.00	Nov-04
Cary Offsite Waterline Extension	Panther Creek		Wishers & Ravenal	Chris Johnson	\$543,792.80	Sep-04
Huffman Mill & Harris Road Water System	City of Burlington	Matt Beckwith	City of Burlington	Matt Beckwith	\$1,358,945.20	Oct-04

9198542868

Seaside Environmental

Mar 23 05 01:28P

Tony Hollins.

4904 Waters Edge Drive
Raleigh, NC 27606
Work (919) 854-2668

Experience **Seaside Environmental Constructors, Inc. , Project Manager**
Beers Skanska, McAlpine WWTP Project Manager
Crowder Construction Company, Project Manager

Training **Engineer in Training Certificate**
NC General Contractors License

Project Accomplishments:

Seaside Environmental Constructors, Inc.

Huffman Mill Road & Harris Road Water Systems Improvements	Project Size	\$1.3 million
Cary PRV	Project Size	\$500,000
Barnes Ave Infrastructure	Project Size	\$874,511
Temple School Rd 16" DI Waterline	Project Size	\$342,232

Beers Skanska

McAlpine WWTP	Project Size:	\$27 million
---------------	---------------	--------------

Crowder Construction Company

Cary WTP	Project Size:	\$43 million
North Cary WTP	Project Size:	\$3.8 million
South Cary WWTP	Project Size:	\$2.7 million
Richmond County WWTP	Project Size:	\$7.8 million
Greenville Transmission Main	Project Size:	\$1.0 million
Savannah Pumping Station	Project Size:	\$5.0 million
Middle Creek Pumping Station	Project Size:	\$1.0 million

Education **NC A&T University BSCE in Civil Engineering with Construction Option, December 1995**
Shaw University, BS in Accounting, December 1997

Hobbs, Upchurch & Associates, P.A.

Consulting Engineers

Post Office Box 1737

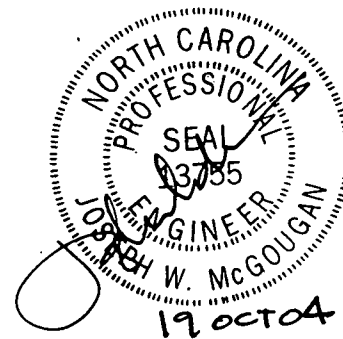
300 S.W. Broad Street

Southern Pines, NC 28388

CHATHAM COUNTY WATER SYSTEMS

**NORTH CHATHAM
HYDRAULIC IMPROVEMENTS**

**CONTRACT 2 – Lystra Road 12” Water Main
CONTRACT 3 – Fearington Pressure Reducing Stations**



Prepared by



HOBBS, UPCHURCH & ASSOCIATES, P.A.

300 S.W. BROAD STREET

SOUTHERN PINES, NORTH CAROLINA 28387

JUNE 2004

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Advertisement for Bids

Chatham County Water Systems
Owner

12 East Street, Post Office Box 608

Pittsboro, NC 27312
Address

Separate sealed Bids for the construction of (briefly describe nature, scope, and major elements of the Work)

Chatham County Water System – North Chatham Hydraulic Improvements – Contract 2 –North Chatham Water Main Jack Bennett and Lystra Road. Consisting of approximately 5,000 lf of 12” DIP Transmission Main and Control Valve Station. Contract 3: Fearrington Pressure Reducing Station: Consisting of two pressure reducing station, miscellaneous piping and vaults.

will be received by Chatham County Water System
at the office of Chatham County Purchasing Department, Attention: Robin James, 12 East Street, Pittsboro, NC 27312

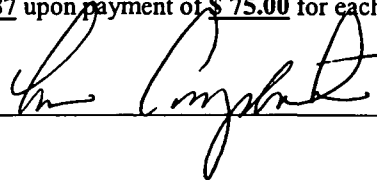
Until 2:00 pm, (Local Time) March 22, 2005, and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:

- AGC Offices: Fayetteville, Raleigh, Greensboro and Charlotte
- FW Dodge Offices: Raleigh and Charlotte
- Hobbs, Upchurch & Associates, P.A., Southern Pines, NC
- Metrolina Minority Contractor's Resource Center: Charlotte
- Triangle Minority Contractor's Resource Center: Durham
- Carolinas Associated Minority Contractors: Raleigh
- Cumberland Regional Improvement Corporation: Fayetteville

Copies of the Contract Documents may be obtained at the office of Hobbs, Upchurch & Associates, P.A. located at 300 S.W. Broad Street, Southern Pines, NC 28387 upon payment of \$ 75.00 for each set.

2/22/05
Date



INSTRUCTIONS TO BIDDERS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

The suggested language contained in this Guide to the Preparation of Instructions to Bidders has been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2, 1996 Editions) and the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition). The suggested language is carefully integrated with that of the Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1996 Edition) and the Guide to Preparation of the Bid Form (No. 1910-18, 1996 Edition).

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1420 King Street, Alexandria, VA 22314-2715

American Consulting Engineers Council
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. *Bidder*--The individual or entity who submits a Bid directly to OWNER.
- B. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. *Successful Bidder*--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

- A. **Bidders Legal Name and Address**
- B. **List of Sub-Contractors that may be employed to complete the PROJECT.**
- C. **Bidder's Key Personnel**

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. obtain and carefully study (or assume responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the

Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

NONE

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond [on the form attached] issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMESARTICLE

9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by ENGINEER as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by ENGINEER at least 15 days prior to the date for receipt of Bids. Each such request shall conform to requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. ENGINEER's decision of approval or disapproval of a proposed item will be final. If ENGINEER approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from ENGINEER.

13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished one copy of the Bidding Documents. The bound copy of the Bid form is to be completed and submitted with the Bid security and the following data:

- A. Bidder's Name and Address
- B. Authorized Representative's Name
- C. North Carolina Contractor's License Number
- D. Description of Contract Being Bid

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title and designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to:

**Chatham County Water System
Chatham County Purchasing Department
12 East Street
Pittsboro, NC 27312**

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder.

OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 OWNER is exempt from North Carolina state sales and use taxes on materials and equipment to be incorporated in the Work. Any sales taxes that the Bidder incurs through procurement of materials, tools, ect.. shall be included in the Bid. Refer to paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 - RETAINAGE

23.01 Provisions concerning CONTRACTOR's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

NONE

ARTICLE 25 - PARTNERING

NONE

EJCDC Bid Form

PROJECT IDENTIFICATION:

Chatham County Water System – North Chatham Hydraulic Improvements – Contract 2 –North Chatham Water Main Jack Bennett and Lystra Road: Consisting of approximately 5,000 lf of 12” DIP Transmission Main and Control Valve Station. Contract 3: Fearington Pressure Reducing Station: Consisting of two pressure reducing station, miscellaneous piping and vaults.

CONTRACT IDENTIFICATION AND NUMBER:

Chatham County Water System – North Chatham Hydraulic Improvements – Contract 2 –North Chatham Water Main Jack Bennett and Lystra Road and Contract 3: Fearington Pressure Reducing Station

THIS BID IS SUBMITTED TO:

**Chatham County Water System
Purchasing Department
12 East Street
Pittsboro, NC 27312**

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____ D _____
_____	_____
_____	_____

CHATHAM COUNTY
NORTH CHATHAM HYDRAULIC IMPROVEMENTS
CONTRACT 2 AND 3
SCHEDULE OF BID ITEMS

SECTION 1: CONTRACT 2 - LYSTRA ROAD WATER MAIN

	Item Description	Item Quantity	Unit	Unit Cost	Extended Cost
1.	12" Class 350 Ductile Iron Pipe	5,000	LF	26. ¹⁰	130,500. ⁰⁰
2.	12" Gate Valve and Box with Concrete Collar	4	EA	1626. ⁸³	6,427. ³²
3.	6" Gate Valve and Box with Concrete Collar	4	EA	675. ¹²	2,700. ⁴⁸
4.	20" Steel Casing Installed by Bore and Jack	60	LF	169. ⁰¹	10,140. ⁶⁰
5.	Connect to Existing 12" PVC Water Main @ Carson Road	1	LS	1523. ⁷⁷	1523. ⁷⁷
6.	Connect to Contract I @ Booster Pump Station on Jack Bennet Rd.	1	LS	1565. ³⁰	1565. ³⁰
7.	Fire Hydrant Assembly Including Ductile Iron Extension Pipe Complete with Tie Rods and	2	EA	1898. ¹⁴	3796. ²⁸
8.	Check Valve and Control Vault in Governor's Club: Including all labor, tools materials necessary to complete the installation as shown in the plans and specifications.	1	LS	36,846. ²⁴	36,846. ²⁴
9.	12" - 45 Degree Bend	8	EA	315. ⁶³	2,525. ⁰⁴
10.	12" 90 Degree Bend	4	EA	338. ⁸³	1,355. ³²
11.	12"x6" Tee	2	EA	402. ⁶³	805. ²⁶
12.	Concrete for Blocking	40	CY	96. ⁵²	3,860. ⁸⁰
13.	Gravel Drive Repair	60	TN	32. ⁴¹	1,944. ⁶⁰
14.	Asphalt Replacement and Repair	40	SY	77. ⁰⁴	3,081. ⁶⁰
15.	12" - Watermain - Cleanup and Testing-This bid shall include all labor, tools, equipment, transportation and other items necessary to complete finished seeding and mulching and testing on the project.	5,000	LF	0. ⁹⁹	4950. ⁰⁰
TOTAL SECTION 1 --CONTRACT 2					212,022.61

CHATHAM COUNTY
NORTH CHATHAM HYDRAULIC IMPROVEMENTS
CONTRACT 2 AND 3
SCHEDULE OF BID ITEMS

SECTION 2 - CONTRACT 3 PRESSURE REDUCING STATIONS

	Item Description	Item Quantity	Unit	Unit Cost	Extended Cost
1.	Village Way 6" Pressure Reducing Station: Including the Pre-Cast Concrete Vault, piping, tie-ins, sitework and demolition of the existing meter vault and testing and start-up. The Pressure Reducing Valve shall be provided by Chatham County.	1	LS	11,849. ⁰⁰	11,849. ⁰⁰
2.	Farrington 6" Pressure Reducing Station: Including the Pre-Cast Concrete Vault, piping, tie-ins, sitework and testing and start-up. The Pressure Reducing Valve shall be provided by Chatham County	1	LS	13,215. ⁸⁸	13,215. ⁸⁸
TOTAL SECTION 1 - CONTRACT 3					30,064.⁸⁸

TOTAL BID (sum of Section 1 & Section 2)

242,087.49

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

TOTAL OF ALL ESTIMATED PRICES (\$ 242,087.49)

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 120 calendar days after the date when the Contract Times commence to run

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a Certified Bid Bond equal to 5% of the Contractors Bid;

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on 22 MARCH, 2005.

State Contractor License No. 55044

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Seaside Environmental Contractors, Inc. (SEAL)

State of Incorporation: NORTH CAROLINA

Type (General Business, Professional, Service, Limited Liability): Professional

By: William C. Christman, Jr.
(Signature -- attach evidence of authority to sign)

Name (typed or printed): William Christman, Jr.

Title: Vice President (CORPORATE SEAL)

Attest James Jordan
(Signature of Corporate Secretary) ~~Attest~~

Business address: 4904 Waters Edge Drive, Suite 170
Raleigh NC 27606

Phone No.: 919 854 2668 FAX No.: 919 854 2868

Date of Qualification to do business is 12-13-03

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID BOND—NORTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS, That we Seaside Environmental Constructors, Inc.

_____ as Principal,
and St. Paul Fire and Marine Insurance Company a Minnesota
Corporation, as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound
unto Town of Chatham, NC as Obligee,

hereinafter called the Obligee, in the penal sum of AN AMOUNT EQUAL TO FIVE PERCENT OF THE
PRINCIPAL'S BID ----- Dollars, (\$ 5% OF BID),

lawful money of the United States of America, for the payment of which sum, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the said Principal is herewith submitting proposal for

Chatham County Water Systems
North Chatham Hydraulic Improvements

and the principal desires to file this Bid Bond in lieu of making the cash deposit as required by G. S.
143-129 as amended by Chapter 1104 of the Public Laws of 1951.

Now, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be
awarded the contract for which the bid is submitted and shall execute the contract and give bond for the
faithful performance thereof within ten days after the award of same to the principal, then this obligation
shall be null and void; but if the principal fails to so execute such contract and give performance bond as
required by G. S. 143-129, as amended by Chapter 1104 of the Public Laws of 1951, the Surety shall, upon
demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof.

SIGNED, sealed and dated March 22, 2005

Paul West-Rice
WITNESS

Donda Rymy
WITNESS

Seaside Environmental Constructors, Inc.
PRINCIPAL (SEAL)
By: William C. Christman, Jr
William Christman, Jr TITLE Vice President

St. Paul Fire and Marine Insurance Company
SURETY (SEAL)
By: Barr H. Gardner, III
Barr H. Gardner, III ATTORNEY-IN-FACT



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

24020

Certificate No. 2205369

Power of Attorney No.

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Vonda A. Rentz, Barr H. Gardner, III, Steve S. Bouknight and George P. Hook

of the City of Columbia, State South Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings, required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 27th day of August, 2003

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



PETER W. CARMAN, Vice President

THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 27th day of August, 2003, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CORPORATE RESOLUTION

I, JAMES E. JORDAN, SECRETARY OF SEASIDE ENVIRONMENTAL CONSTRUCTORS, INC. HEREBY CERTIFY THAT THE FOLLOWING RESOLUTION WAS ADOPTED AT THE January 5, 2004, MEETING OF THE BOARD OF DIRECTORS AT WHICH A QUORUM AS PRESENT AND VOTED AND THAT SAID RESOLUTION REMAINS IN FULL FORCE AND EFFECT, TO-WIT:

RESOLVED, THAT THE FOLLOWING OFFICERS AND EMPLOYEES OF SEASIDE ENVIRONMENTAL CONSTRUCTORS, INC. ARE HEREBY AUTHORIZED IN THE NAME OF THE CORPORATION TO SIGN BIDS, PROPOSALS, EXECUTIVE CONTRACTS AND BONDS IN CONJUNCTION WITH THE PERFORMANCE OF WATER AND SEWER CONSTRUCTION PROJECTS.

PRESIDENT

EDWARD J. STEMPIEN, III

VICE PRESIDENT/ASS'T SECRETARY

WILLIAM C. CHRISTMAN, JR.

SECRETARY

JAMES E. JORDAN

TREASURER

AVERIL D. MCCOY, III

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THIS CORPORATION THIS 5th DAY OF Feb, 2004



JAMES E. JORDAN, SECRETARY

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

FUNDING AGENCY EDITION

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

[insert seals]

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been accepted by
United States Department of Agriculture
Rural Utilities Service, Water and Waste Programs

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract, Funding Agency Edition (No. 1910-8-FA, 1997 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The suggested language for instructions to bidders contained in the Guide to the Preparation of Instructions to Bidders (No. 1910-12, 1996 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). See also Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1996 Edition).

Copyright 8 1997

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2715

American Consulting Engineers Council
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

FUNDING AGENCY EDITION

THIS AGREEMENT is by and between Chatham County Water System (hereinafter called OWNER) and
Seaside Environmental Constructors, Inc.

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Chatham County Water System – North Chatham Hydraulic Improvements – Contract 2 –North Chatham Water Main Jack Bennett and Lystra Road. Consisting of approximately 5,000 lf of 12” DIP Transmission Main and Control Valve Station. Contract 3: Fearrington Pressure Reducing Station: Consisting of two pressure reducing station, miscellaneous piping and vaults.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Chatham County Water System – North Chatham Hydraulic Improvements – Contract 2 –North Chatham Water Main Jack Bennett and Lystra Road and Contract 3: Fearrington Pressure Reducing Station

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by
Hobbs, Upchurch & Associates, P.A.
300 SW Broad Street
Southern Pines, NC 28387

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 90 Consecutive Calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 120 Consecutive Calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time(s) specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$400 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$400 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

AS CONTAINED IN THE ATTACHED SCHEDULE OF BID ITEMS AND BID FORM

TOTAL OF ALL UNIT PRICES Two Hundred Forty Two Thousand Eighty Seven Dollars & 49/100
\$ 242,087.49 (dollars) (use words)

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

C. For all Work, at the prices stated in CONTRACTOR(s) Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR(s) Applications for Payment on or about the 10th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of Work completed (with the balance being retainage); and

b. 95% of cost of materials and equipment not incorporated in the Work but delivered and suitably stored in a location and manner agreed to in writing and pursuant to paragraph 14.02.A.1 of the General Conditions (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8% per annum.

ARTICLE 8 – CONTRACTOR(S) REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations,

investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages Doc 5-1 to Doc 5-7, inclusive);
2. Performance Bond (pages Doc 6-1 to Doc 6-3, inclusive);
3. Payment Bond (pages Doc 7-1 to Doc 7-3, inclusive);
4. Other Bonds (pages Doc 4-1 to Doc 4-2, inclusive);
 - a. Bid Bond (pages Doc 4-1 to Doc 4-2 , inclusive);
 - b. N/A (pages _____ to _____, inclusive);
 - c. N/A (pages _____ to _____, inclusive);
5. General Conditions (pages Doc 15-1 to Doc 15-49, inclusive);
6. Supplementary Conditions (pages SC-1 to SC-7, inclusive);
7. Specifications as listed in the table of contents of the Project Manual;
8. Drawings consisting of a cover sheet and sheets numbered 1 through 86, inclusive, with each sheet bearing the following general title: Chatham County Water System – North Chatham Hydraulic Improvements – Contract 2 –North Chatham Water Main Jack Bennett and Lystra Road and Contract 3: Ferrington Pressure Reducing Station;
9. Addenda (numbers 0 to 0 , inclusive);
10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages Doc 13-1 to Doc 13-1, inclusive);
 - b. CONTRACTOR's Bid (pages Doc 3-1 to Doc 3-6, inclusive);
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award – N/A
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;

- c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on May 2, 2005 (which is the Effective Date of the Agreement). (This Agreement shall not be effective unless and until concurred in by AGENCY=s designated representative.)

OWNER: Chatham County Water System

CONTRACTOR: Seaside Environmental Contractors

By: [Signature]

By: [Signature]

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest [Signature]

Attest [Signature]

Address for giving notices:

Address for giving notices:

4904 Waters Edge Drive, Suite 170

Raleigh, NC 27606

If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. 55044
(Where applicable)

Agent for service of process: US Mail

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: Will. Baker

Name: William Christman, Jr.

Title: UTILITIES DIRECTOR

Title: Vice President

Address: 12 East Street, Post Office Box 608

Address: 4904 Waters Edge Drive, Suite 170

Pittsboro, NC 27312

Raleigh, NC 27606

Phone: (919) 542-8210

Phone: 919-854-2668

Facsimile: (919) 545-2417

Facsimile: 919-854-2868

AGENCY Concurrence

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the AGENCY hereby concurs in the form, content, and execution of this Agreement.

By: _____
AGENCY Official

Title: _____

Date: _____

Performance Bond

BOND # TE 8571

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Seaside Environmental Constructors, Inc.
4904 Waters Edge Drive, Suite 170
Raleigh, NC 27606

SURETY (Name and Address of Principal Place
of Business):
St. Paul Fire and Marine Insurance Company
385 Washington Street
St. Paul, MN 55102

OWNER (Name and Address):
Chatham County Water Systems
12 East Street, Post Office Box 608
Pittsboro, NC 27312

CONTRACT

Date: March 22, 2005

Amount: \$242,087.49

Description (Name and Location): North Chatham Hydraulic Improvements - Contract 2-North Chatham
Water Main Jack Bennett and Lystra Road; Contract 3-Fearrington Pressure Reducing Station

BOND

Date (Not earlier than Contract Date): April 11, 2005

Amount: \$242,087.49

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: Seaside Environmental Constructors, Inc. (Corp. Seal)
Signature: William C. Christman, Jr.
Name and Title: William Christman, Jr., Vice President

SURETY

Company: St. Paul Fire and Marine Insurance Company (Corp. Seal)
Signature: Vonda A. Renta
Name and Title: Vonda A. Renta, Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)
(Corp. Seal)

Signature: _____
Name and Title: _____

SURETY

Company: _____

Signature: _____
Name and Title: _____

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Seaside Environmental Constructors, Inc.
4904 Waters Edge Drive, Suite 170
Raleigh, NC 27606

SURETY (Name and Address of Principal Place
of Business):
St. Paul Fire and Marine Insurance Company
385 Washington Street
St. Paul, MN 55102

OWNER (Name and Address):
Chatham County Water Systems
12 East Street, Post Office Box 608
Pittsboro, NC 27312

CONTRACT

Date: March 22, 2005

Amount: \$242,087.49

Description (Name and Location): North Chatham Hydraulic Improvements - Contract 2-North Chatham
Water Main Jack Bennett and Lystra Road; Contract 3-Fearrington Pressure Reducing Station

BOND

Date (Not earlier than Contract Date): April 11, 2005

Amount: \$242,087.49

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)
Seaside Environmental Constructors, Inc.
Signature: William C. Christman, Jr.
Name and Title: William Christman, Jr., Vice President

SURETY

Company: _____ (Corp. Seal)
St. Paul Fire and Marine Insurance Company
Signature: Vonda A. Reniz
Name and Title: Vonda A. Reniz, Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title: _____

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which

the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 11th day of April 2005



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

THIS POWER OF ATTORNEY IS VALID WITHOUT THE RED BORDER

NOTICE OF AWARD

Dated 4/7/05

[Certified Mail -- Return Receipt Requested]

TO: Seaside Environmental Contractors
(BIDDER)

ADDRESS: 4904 Waters Edge Drive, Suite 170, Raleigh, NC 27606

Contract: Chatham County Water System – North Chatham Hydraulic Improvements
(Insert name of Contract as it appears in the Bidding Documents)

Project: Chatham County Water System – North Chatham Hydraulic Improvements – Contract 2 –North Chatham Water Main Jack Bennett and Lystra Road and Contract 3: Fearington Pressure Reducing Station

OWNER's Contract No. 2 &3

You are notified that your Bid dated March 22, 2005 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for Chatham County Water System – North Chatham Hydraulic Improvements – Contract 2 –North Chatham Water Main Jack Bennett and Lystra Road. Consisting of approximately 5,000 lf of 12" DIP Transmission Main and Control Valve Station. Contract 3: Fearington Pressure Reducing Station: Consisting of two pressure reducing station, miscellaneous piping and vaults.

The Contract Price of your Contract is Two Hundred Forty Two Thousand Eighty Seven Dollars and 49/100 Dollars (\$ 242,087.49).

[Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts]

5 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. 5 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the OWNER 5 fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature on ()].
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), [and] General Conditions (paragraph 5.01) [and Supplementary Conditions (paragraph SC-5.01).]

EJCDC No. 1910-22 (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

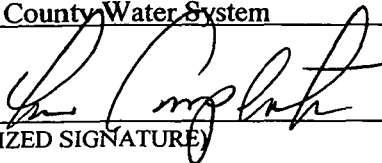
3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Chatham County Water System
(OWNER)

By:


(AUTHORIZED SIGNATURE)

HOBBS, UPCHURCH & ASSOCIATES, P.A.

(TITLE)

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

NOTICE TO PROCEED

Dated May 4, 2005

TO: Seaside Environmental Contractors
(CONTRACTOR)

ADDRESS: 4904 Waters Edge Drive, Suite 170, Raleigh, NC 27606

Contract: Chatham County Water System - North Chatham Hydraulic Improvements
(Insert name of Contract as it appears in the Contract Documents)

Project: Contract 2 -North Chatham Water Main Jack Bennett and Lystra Road and Contract 3: Fearrington Pressure Reducing Station

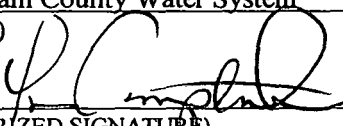
OWNER'S CONTRACT NO. 2 & 3

You are notified that the Contract Times under the above contract will commence to run on May 4, 2005. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is August 2, 2005 and the date of readiness for final payment is SEPTEMBER 1, 2005

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must
(add other requirements)

Chatham County Water System
(OWNER)

By: 
(AUTHORIZED SIGNATURE)

Tim Carpenter, Project Manager, Hobbs, Upchurch & Assoc., PA
(TITLE)

Copy to ENGINEER

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT
FUNDING AGENCY EDITION**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

[INSERT LOGOS]

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been accepted by
United States Department of Agriculture
Rural Utilities Service, Water and Waste Programs

These General Conditions have been prepared for use with the Owner-Contractor Agreement (No. 1910-8-A-1-FA) (1997 Edition). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50), which is a looseleaf compilation of narratives being produced over a five year period. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

EJCDC No. 1910-8-FA (1997 Edition)

Copyright 81997

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4344

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GENERAL CONDITIONS

ARTICLE I - DEFINITIONS AND

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *AGENCY*--The Federal or state agency named as such in the Agreement.

3. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

9. *Bonds*--Performance and payment bonds and other instruments of security.

10. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and AGENCY and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

11. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

12. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

13. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit

Price Work).

15. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

17. *Cost of the Work*--See paragraph 11.01.A for definition.

18. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

19. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. *ENGINEER*--The individual or entity named as such in the Agreement.

21. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

22. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

23. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

24. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a

substantial danger to persons or property exposed thereto in connection with the Work.

25. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

26. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

28. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

29. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

30. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

31. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

32. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

33. *PCBs*--Polychlorinated biphenyls.

34. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed

with other non-Hazardous Waste and crude oils.

35. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

36. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

37. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

38. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

39. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

40. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

41. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

42. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

43. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

46. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

47. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

48. *Unit Price Work*--Work to be paid for on the basis of unit prices.

49. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

50. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and AGENCY upon recommendation of the ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the

Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

51. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER, CONTRACTOR, and AGENCY upon recommendation of ENGINEER on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the require-

ments of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up

to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed.*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract

Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, AGENCY and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression

of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations

in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard,

specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not

rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER

will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility

and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any,

that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWN-

ER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate

OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be

accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02. *Licensed Sureties and Insurer*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance

covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of

them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

8. contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

B. CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations

which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to

the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with CONTRACTOR and made payable to CONTRACTOR as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. CONTRACTOR shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. CONTRACTOR as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, CONTRACTOR as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, CONTRACTOR as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the

property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTORS RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent

(which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable

substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or

procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of

the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to commu-

nicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each

and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an

effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 Taxes

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. Removal of Debris During Performance of the

Work: During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 Safety and Protection

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information

required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole

expense and responsibility of CONTRACTOR.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to

determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. Resubmittal Procedures:

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee.*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others;

or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and

hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings,

opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNERS RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract

Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08. *Inspections, Tests, and Approvals.*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNERS Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEERS STATUS DURING CONSTRUCTION

9.01 *OWNERS Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02. *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be

responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of

inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, subject to written approval by AGENCY at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction, within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment

in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the

advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Sub-

contractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estima-

tors, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. CONTRACTOR's Fee: When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price

Work performed by CONTRACTOR differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

- b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work; at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

- e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of

paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal

weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects* .01 *Notice of Defects* .01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals

covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or

advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to - such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work* .08
Acceptance of Defective Work.08
Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously.

In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by

ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with

Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against

OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, AGENCY, CONTRACTOR, and ENGINEER shall make a prefinal inspection of

the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by

OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER, AGENCY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and

CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The remaining balance of any sum included in the final Application for payment but held by OWNER for Work not fully completed and accepted will become due when the Work is fully completed and accepted.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *OWNER May Suspend Work*

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract

Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph

15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the

Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

ARTICLE 18) FEDERAL REQUIREMENTS

18.01. *AGENCY Not a Party*

A. This Contract is expected to be funded in part with funds provided by AGENCY. Neither AGENCY, nor any of its departments, entities, or employees is a party to this Contract.

18.02. *Contract Approval*

A. OWNER and CONTRACTOR will furnish OWNER'S attorney such evidence as required so that OWNER'S attorney can complete and execute the following "Certificate of Owner's Attorney" (Exhibit GC-A) before OWNER submits the executed Contract Documents to AGENCY for approval.

B. Concurrence by AGENCY in the award of the Contract is required before the Contract is effective.

18.03. *Conflict of Interest*

A. CONTRACTOR may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer.

B. OWNER's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in CONTRACTOR. OWNER's officers, employees, or agents shall neither solicit nor accept gratuities,

favours or anything of monetary value from CONTRACTOR or subcontractors.

18.04. *Gratuities*

A. If OWNER finds after a notice and hearing that CONTRACTOR, or any of CONTRACTOR's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of OWNER or AGENCY in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, OWNER may, by written notice to CONTRACTOR, terminate this Contract. OWNER may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which OWNER bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 18.04.A, OWNER may pursue the same remedies against CONTRACTOR as it could pursue in the event of a breach of this Contract by CONTRACTOR. As a penalty, in addition to any other damages to which it may be entitled by law, OWNER may pursue exemplary damages in an amount (as determined by OWNER) which shall not be less than three nor more than ten times the costs CONTRACTOR incurs in providing any such gratuities to any such officer or employee.

18.05. *Audit and Access to Records*

A. For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), OWNER, AGENCY, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. CONTRACTOR shall maintain all required records for three years after final payment is made and all other pending matters are closed.

18.06. *Small, Minority and Women's Businesses*

A. If CONTRACTOR intends to let any subcontracts for a portion of the work, CONTRACTOR shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring

that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) CONTRACTOR is encouraged to procure goods and services from labor surplus area firms.

18.07. *Anti-Kickback*

A. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. OWNER shall report all suspected or reported violations to AGENCY.

18.08. *Violating Facilities*

A. Where this Contract exceeds \$100,000 CONTRACTOR shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the awarding of non-exempt federal contracts, grants, or loans to facilities included on EPA's list of violating facilities. CONTRACTOR will report violations to the EPA.

18.09. *State Energy Policy*

A. CONTRACTOR shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

18.10. *Equal Opportunity Requirements*

A. If this Contract exceeds \$10,000, CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41

CFR Part 60).

B. CONTRACTOR's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from CONTRACTOR to CONTRACTOR or from project to project for the sole purpose of meeting CONTRACTOR's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

18.11. *Restrictions on Lobbying*

A. CONTRACTOR and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable AGENCY regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, CONTRACTOR must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Necessary certification and disclosure forms shall be provided by OWNER.

18.12. *Environmental Requirements*

A. When constructing a project involving trenching and/or other related earth excavations,

CONTRACTOR shall comply with the following environmental constraints:

1. Wetlands -- When disposing of excess, spoil, or other construction materials on public or private property, CONTRACTOR shall not fill in or otherwise convert wetlands.

2. Floodplains -- When disposing of excess, spoil, or other construction materials on public or private property, CONTRACTOR shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps.

3. Historic Preservation -- Any excavation by CONTRACTOR that uncovers an historical or archaeological artifact shall be immediately reported to OWNER and a representative of AGENCY. Construction shall be temporarily halted pending the notification process and further directions issued by AGENCY after consultation with the State Historic Preservation Officer (SHPO).

4. Endangered Species -- CONTRACTOR shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of CONTRACTOR, CONTRACTOR will immediately report this evidence to OWNER and a representative of AGENCY. Construction shall be temporarily halted pending the notification process and further directions issued by AGENCY after consultation with the U.S. Fish and Wildlife Service.

EXHIBIT GC-A

Certificate of Owner's Attorney

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Date: _____

NOTE: Delete phrase "performance and payment bonds" when not applicable.

SUPPLEMENTARY CONDITIONS
CHATHAM COUNTY WATER SYSTEM
Chatham County, North Carolina

SC-1.01 Definitions:

The terms used in the Supplementary Conditions which are defined in the General Conditions should be used with exactly the same meanings. This is true for all of the Contract Documents.

SC-1.01.A15 Amend by adding the following:
The Contract Times shall be consecutive calendar days.

SC-1.01.A1 Add the following to the first sentence of paragraph 1.01.A10
Signed by "CONTRACTOR" and "OWNER" and "AGENCY" and "ENGINEER"

SC-2.02.A Amend as follows:
OWNER shall furnish to the CONTRACTOR six (6) sets of Contract Documents.

SC-5.01.A Amend by adding to the end of this paragraph the following sentence:
The Performance Bond and Payment Bond shall be executed by a Surety Company legally authorized to do business in the State of North Carolina and shall become affective upon the awarding of the construction contract. A Bid Bond is required and shall be in the amount of Five percent (5%) of the bid amount as required by GS 143-129.

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:

- a. State:
Statutory
- b. Applicable Federal
(e.g., Longshoreman's):
Statutory

2. Contractor's Comprehensive General Liability under paragraphs 5.04.A.3 through A.5 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. Bodily Injury:
\$500,000.00 each person

\$1,000,000.00 each occurrence

- b. Property Damage:
\$1,000,000.00 each occurrence
\$1,000,000.00 aggregate

c. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

- f. Personal injury, with employment exclusion deleted:
\$500,000.00 annual aggregate

5.04.A6 Comprehensive Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury:
\$300,000 each person
\$500,000 each accident
- b. Property Damage:
\$200,000 each accident
- c. Combined Single Limit of:
\$200,000

5. Umbrella Coverage for this Contract - \$2,000,000 This coverage shall be continuous in excess of the self insured retention.

SC-5.04.B.8 Add the following to Article 5.04 as a new paragraph 5.04.B.8:

5.04.B.8 The Contractor shall require each of his subcontractors to procure and maintain Subcontractor's Public Liability and Property Damage, and Vehicular Liability of the type and same amounts as outlined in 5.04.B, or insure the activities of his subcontractors in his own policy.

SC-5.04.B.9 Add the following to Article 5.04 as a new paragraph 5.04.B.9:

5.04.B.9 Prior to beginning of construction, the CONTRACTOR shall furnish to the OWNER and ENGINEER Certificates of Insurance by companies acceptable to the OWNER and ENGINEER covering the above specified items and including an endorsement incorporating the Save Harmless Agreement assumed by the CONTRACTOR. The CONTRACTOR shall be solely responsible for securing certificates of insurance coverage as therefore specified from all subcontractors engaged in the work.

SC-5.06.A. Delete paragraph 5.06.A in its entirety and insert the following in its place:

A. A CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

When SC-5.06.A is used, GC-5.06.E should be deleted.

SC-6.01.A Amend by adding the following:

The OWNER and ENGINEER shall have the authority of approval of the project superintendent and all subcontractors employed on the project. Within five (5) days of the Notice of Award, the name and qualifications of the superintendent and the name address and scope of work proposed for all subcontractors shall be submitted for approval by the OWNER and ENGINEER. The decision for approval or disapproval shall be final and binding.

SC-6.05.A Amend by adding the following to the end of paragraph 6.05.A:

Items and materials specified as "No Substitution Permitted" shall be supplied by the CONTRACTOR as outlined in the Project Specifications.

SC-6.06 Amend by adding the following:

WITHIN FIVE (5) DAYS of the Bid Opening and prior to the Notice of Award, the low bidder shall identify all Subcontractors to be employed on the Project. The CONTRACTOR shall outline the scope of work to be performed by each Subcontractor.

SC-6.06.A Amend by adding the following:

Prime Contractors shall not sublet the contract, nor any portion thereof, without the written consent of the Owner.

If such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amount to not less than 60% of the total contract amount and 60% of the total labor. Upon request by the Owner, the Contractor shall furnish sufficient documentation, satisfactory to the Owner, to demonstrate compliance herewith.

A subcontractor shall not sublet, sell, transfer, assign, or otherwise dispose of his contract with the Contractor, nor any portion thereof, or of his right, title, or interest therein.

The Contractor shall not assign the whole or any of this contract or any moneys due or to become due hereunder without written consent of the Owner. In

case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

SC-6.06.C Add the following sentence at the end of paragraph 6.06.C:

OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor, Supplier, or other individual or entity.

The requirement in respect of waivers contained in GC-6.06.G relates to the subject matter considered under GC-5.07 and SC-5.07. A change in GC-5.07 may also necessitate a change in GC-6.06.G, which should be accomplished in SC-6.06.G.

SC-6.10.A Amend by adding the following:

"Contractors are required to pay North Carolina Sales and/or Use Taxes and County Sales Taxes where applicable on all equipment and materials incorporated into the project.

Pursuant to North Carolina General Statutes, Section 105-164, 14, the Owner is eligible for Sales and Use Tax refunds on all materials which become a permanent part of the construction. The Contractor agrees to provide the Owner documentation which meets the requirements of Sales and Use Tax Regulation 42 regarding requests for refund of sales and use taxes. Those requirements are outlined below:

- (g) All refund claims must be substantiated by proper documentary proof and only those taxes actually paid by the claimant during the fiscal year covered by the refund claim may be included in the claim.

Any local sales or use taxes included in the claim must be separately stated in the claim for refund. In cases where more than one county's sales and use tax has been paid, a breakdown must be attached to the claim for refund showing the amount of each county's local tax separately.

To substantiate a refund claim for sales and use taxes paid on purchases of building materials, supplies, fixtures, and equipment by its contractor, the claimant must secure from such contractor certified statements setting forth the cost of the property purchased from each vendor and the amount of state and local sales and/or use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of state and local sales or use tax paid therein by the Contractor. Similar certified statements by his subcontractors must be obtained by the general Contractor and furnished to the claimant (Owner). Any local sales or use taxes included in the Contractor's statement must be shown separately from the State sales or use taxes.

The Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure being erected, altered or repaired for the governmental entities as defined by NCGS 105-164(c). Examples or property on which sales and use tax has been paid by the Contractor and which should not be included in the Contractor's statement are scaffolding, forms of concrete, fuel for the operation of machinery and equipment, tools, equipment repair, parts and equipment rentals, blueprints, etc.

The Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each monthly payment request. Payment will not be made until the sales tax certificate(s) has been submitted to the Owner.

SC-6.11.B Amend by adding the following:

The CONTRACTOR shall be responsible for disposal of all other waste/spoil materials. Means of disposal shall be subject to the ENGINEER's approval.

SC-6.12.B Amend by adding the following:

Record Documents such as "As-Built" Drawings must be supplied with each Partial Pay Estimate for the work completed during the period of payment. Payment may be withheld if Record Documents do not meet the satisfaction of the OWNER and ENGINEER.

SC-6.13.A3 Amend by adding the following:

The Contractor shall be responsible for removing and disposing of any obstructions or obstacles at the

site of the work along the right-of-way to the satisfaction of the Engineer. Minor obstructions shall be removed and properly disposed of or protected and re-erected to as good a condition as found, at the same or adjacent locations, as directed by the Engineer.

1. Fences, signs, and miscellaneous structures at the site or along the right-of-way, which interfere with the construction operations, shall be maintained by the Contractor until completion of the work unless written permission is obtained from the Owner thereof to leave the fence dismantled until construction is completed. He shall remove, rebuild, and extend fences as necessary to keep stock away from the construction area or from straying away.
2. Upon completion of work, all fences and structures are to be restored to their original location and condition, unless shown differently on the Plans. The Contractor shall purchase new material, if necessary, to replace all materials damaged, lost, or destroyed.
3. Landscape items, shrubs, bushes and plantings, etc., shall be replaced as necessary to the satisfaction of the Owner.

SC-6.13.A4 Add the following to Article 6.13 as a new paragraph 6.13.A4:

During progress of the work, the convenience and protection of the public must be provided for, and interferences held to a minimum.

1. The Contractor shall, at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Roads and streets must be kept open at all times, or suitable detours provided. When necessary to close streets "Street Closed" signs shall be placed immediately adjacent to the work, at such locations as traffic demands, and the Contractor shall notify the Owner, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other

fire extinguishing equipment shall be provided and maintained at all times.

2. When necessary, the Contractor shall provide watchmen and lights to burn between twilight and sunrise, and shall erect and maintain barriers and all other necessary protection about the work at his own expense. He shall also take other precautions as may be necessary to protect life, limb, and property. The Owner reserves the right to remedy and neglect on the part of the Contractor as regards to the protection of the work after 24 hours notice in writing; and in cases of emergency the Owner shall have the right to remedy and neglect without previous notice and in either case deduct the cost of such remedy from money due the Contractor.

SC-7.02 Delete Article 7.02 in its entirety and insert the following:

7.02A If OWNER contracts with others for the performance of other work on the project at the site, the following will be set forth:

7.02.A1 The Prime General Contractor shall be responsible of overall project coordination and scheduling of work items with all other Prime Contractors. He shall deliver a revised construction schedule to the Engineer, Owner, and all other Prime Contractors in sufficient detail to estimate the completion date of major units. Upon request by the Engineer, all Contractors shall make themselves available for project schedules, coordination of work and resolution of conflicts, provided however that such meetings would not be required more often than monthly on the average.

SC-7.03 Add the following new paragraph immediately after paragraph GC-7.02:

SC-7.03 Claims Between Contractors

A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of CONTRACTOR's performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator, CONTRACTOR shall promptly attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator to the extent said claim is based on or arises out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the construction coordinator on account of any such damage or Claim.

C. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants, and construction coordinator for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant, or construction coordinator for activities that are their respective responsibilities.

SC-8.11 Add the following new paragraph immediately after paragraph 8.11.A:

B. On request of CONTRACTOR prior to the execution of any Change Order involving a significant increase in the Contract Price, OWNER

shall furnish to CONTRACTOR reasonable evidence that adequate financial arrangements have been made by OWNER to enable OWNER to fulfill the increased financial obligations to be undertaken by OWNER as a result of such Change Order.

SC-9.08.A Delete paragraph 9.08.A of the General Conditions in its entirety and insert the following in its place:

A. ENGINEER will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of ENGINEER on such matters will be final, binding on OWNER and CONTRACTOR, and not subject to appeal (except as modified by ENGINEER to reflect changed factual conditions or more accurate data).

SC-11.01.A Amend by adding the following:

The work to be done by the CONTRACTOR, specified and enumerated under this CONTRACT, shall include any minor details of work not specifically mentioned in the specifications or shown on the plans, but obviously necessary for the proper completion of the work, which shall be considered incidental and as being part of and included with the work for which the prices are given in the Bid Form. The CONTRACTOR will not be entitled to any additional compensation therefore.

SC-11.02 Cash Allowances

SC-11.03.C Delete paragraph 11.03.C in its entirety and insert the following in its place:

C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the total cost of a particular item of Unit Price Work amounts to 10% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles

OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-12.02.A Amend by adding the following:

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning, rate of progress, and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed with the work.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. It is further agreed that in the event construction is not completed or equipment not delivered, within the time specified for completion that the Owner may retain from compensation due to the Contractor the stipulated amounts per day for each day thereafter, Sundays and holidays included, that the contract remains uncompleted.

Contract Time extensions for adverse weather delays shall be granted according to the number of days when precipitation exceeds the historical average number of rain events of 0.1 inches rainfall or greater, as established by the US Army Corps of Engineers. The evaluation of weather will be based on the total number of such days over the entire Contract Time.

In addition, time extensions for "impact" days may also be granted if the Contractor can demonstrate that his work plans or production were materially impacted by precipitation which occurred on a previous day. To be considered, the Contractor shall submit detailed documentation relative to each individual "impact" day.

SC-14.02.B5.d Amend this paragraph by adding to the end of the word "or" and inserting thereafter the following:

CONTRACTOR has failed to make payment to subcontractors or suppliers or for labor, or

CONTRACTOR has failed to make acceptable submittals in accordance with acceptable schedules, or

Liability for Liquidated Damages has been incurred by CONTRACTOR.

SC-14.05.A Add the following new paragraph immediately after paragraph 14.05.A.1, which is to read as follows:

2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER, and within a reasonable time thereafter OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such lists to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 14.05.A.2 shall be renumbered to 14.05.A.3.

SC-17.06 Add the following to Article 17 as a new paragraph 17.06:

17.06A Liquidated Damages:

Work on the project shall be commenced with adequate forces within the time stipulated in the Bid and Agreement and fully completed within the stated Contract Time of consecutive calendar days, which shall include Sundays and holidays. No work shall be

performed on Saturdays, Sundays, and legal holidays without the prior approval of the Engineer. When the Contractor desires to work on one of the above days he shall request in writing approval at least 48 hours in advance of the day or days on which he desires to work. Legal holidays shall be the following days: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day and one other day at Christmas. When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday, and when a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Liquidated damages sustained by the Owner as a result of the work not being completed within the Contract Time, shall be as stated in the Agreement for each Contract or Division of Work.

Liquidated damages for this contract shall be assessed for each and every calendar day that the work remains incomplete beyond the Contract Final Completion Date.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract is allowed an additional time for the completion of any work, the new time limit fixed by such extension shall be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

1. To any preference, priority, or allocation or order duly issued by the Government;
2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather; and
3. To any delays of subcontractors occasioned by any of the causes specified in subsections (1) and (2) of this article.

WORK CHANGE DIRECTIVE

No. _____

DATE OF ISSUANCE _____

EFFECTIVE DATE _____

OWNER _____

CONTRACTOR _____

Contract: _____

Project: _____

OWNER's Contract No. _____

ENGINEER's Project No. _____

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in
Contract Price:

? Unit Prices

? Lump Sum

? Cost of the Work _____

Estimated increase (decrease) in Contract Price:

\$ _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: _____ days;

Ready for final payment: _____ days.

RECOMMENDED:

AUTHORIZED:

ENGINEER

OWNER

By: _____

By: _____

EJCDC No. 1910-8-F (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

WORK CHANGE DIRECTIVE

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Times a Field Order should be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and Contractor, Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Engineer has completed and signed the form, all copies should be sent to Owner for authorization because Engineer alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Engineer to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor with Engineer's recommendation.

Paragraph 10.03.A.2 of the General Conditions requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE _____

OWNER _____

CONTRACTOR _____

Contract: _____

Project: _____

OWNER'S Contract No. _____ ENGINEER'S Project No. _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____
OWNER

And To _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed by CONTRACTOR within 30 days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

EJCDC No. 1910-8-D (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and Endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate: N/A

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by the Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____
Date

Hobbs, Upchurch & Associates
ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____
Date

CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____
Date

OWNER

By: _____
(Authorized Signature)

**CHATHAM COUNTY
SPECIAL CONDITIONS PACKAGE
“Disadvantage Business Enterprises (DBE)”**

The Owner must complete Items 1 through 6 below before including this Special Conditions Package in the bid documents.

1. Project Owner: Chatham County

2. Project and Contract Name/Number: North Chatham Hydraulic Improvements

3. Unless the Owner specifies otherwise on this cover sheet of the Special Conditions Package, the response time in which the proposed low bidder must submit either Affidavit C or Affidavit D is "within 72 hours of being informed of being the proposed low bidder." The response time for the proposed low bidder to submit Affidavit C or Affidavit D (as applicable) is within 72 hours of being informed of being the proposed low bidder.

4. The "verifiable percentage goal" (typically 10%) for participation by DBE firms is 10 % of the total contract price.

Special Conditions Package

The attached instructions and regulations as listed below shall be incorporated into the construction specifications and comprise the Special Conditions Package.

This Special Conditions Package includes the following sections:

1. Instructions
2. Owner's Good Faith Efforts
3. Contractor's Good Faith Efforts
4. Quick Reference for Requirements of Session Law 2001-496 (Senate Bill 914)
5. DBE Forms:
 - a) Identification of Minority Business Participation
 - b) Affidavit A
 - c) Affidavit B
 - d) Affidavit C
 - e) Affidavit D (Including Instructions)
 - f) Owner's Affidavit of Good Faith Efforts (PWS010)
 - g) Owner's Intent to Perform Work with Own Workforce (Force Account)(PWS0011)

1. Instructions

1. In accordance with G.S. 143-128.2(a), the Owner shall have a resolution establishing a "verifiable percentage goal." The Owner has certified (as part of the application process) that the resolution applies to this project.
2. In accordance with G.S. 143-128.2 (e)(1), the Owner shall have a written minority business participation outreach plan.
3. In accordance with G.S. 143-128.2 (b) and (e), the Owner shall make ALL the good faith efforts described under "Owner's Good Faith Efforts" in this Special Conditions Package.
4. The Owner shall complete Items 1 through 6 on the cover sheet of this Special Conditions Package. Bidders will use this information to submit responsible and responsive bids. Instructions for completing these items appear below:
 1. "**Project Owner**" - List the name of the Owner of the project.
 2. "**Project and Contract Name/Number**" – Assign a name to the overall project. Assign a name or other identifier (e.g., "Contract C") to the portion of the overall project covered by the contract currently being bid.
 3. The proposed low bidder will depend on this information to determine **when** to submit Affidavit C or Affidavit D.
Example #1: 72 hours
Example #2: four business days
 4. The proposed low bidder will depend on this information to determine **whether** submit Affidavit C or Affidavit D.
 5. Self-explanatory.
5. In accordance with G.S. 143-128.2(c), each bidder shall complete and submit the "*Identification of Minority Business Participation*" form, and Affidavits A and/or B (as applicable) **with the bid**. The proposed low bidder shall submit to the Owner Affidavits C and/or D (as applicable) within the response time established above.

Note #1: An Affidavit B shows that the bidder does not propose to use any subcontracting. See note #13 for implications.

Note #2: An Affidavit C showing the portion of the work to be expended with minority business enterprises is equal to or greater than the verifiable percentage goal "shall give rise to the presumption" of adequate good faith efforts. Chatham County will require no additional documentation from the Contractor, other than subcontracts with DBEs and certification for each proposed DBE subcontractor.¹

Note #3: An Affidavit D shows that the portion of the work to be expended with minority business enterprises is below the verifiable percentage goal. Affidavit D requires additional documentation including the items listed in the "Instructions for Affidavit D" and DBE certification for each proposed DBE subcontractor.

Chatham County Special Conditions Package – DBE Participation

6. The Owner shall complete the "*Owner's Affidavit of Good Faith Efforts*" or the "*Owner's Intent to Perform Work with Own Workforce (Force Account)*", as applicable.
7. After being awarded the contract, the Contractor will send to the Owner executed copies of each subcontract awarded to a DBE subcontractor.

Note that G.S. 143-128.2(c)(2) requires the contractor to provide to the Owner, within 30 days of award, a list of all identified subcontractors **whether DBE or not**.

8. G.S. 143-128.2(d) governs changes from the subcontractor's list provided with the bid documents, and requires good faith efforts be made to find DBE substitute subcontractors:
 - a. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, the contractor shall immediately advise the Owner and the engineer, in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
 - b. If during the construction of a project additional subcontracting opportunities become available, the Contractor shall make a good faith effort to solicit subbids from minority businesses.
 - c. An Affidavit B shows that the bidder does not propose to use any subcontracting. This bidder is not required to document additional good faith efforts (e.g., not required to submit Affidavits C or D). However, if the bidder later decides to subcontract **any** part of the work, the bidder must make and document good faith efforts. [This is based on interpreting G.S. 143-128.2(d); adding subcontracting when none was originally expected is an "additional subcontracting opportunit[y]."]

3. Contractor's Good Faith Efforts

The good faith efforts to be made by the bidders/contractors (including subcontractors that further subcontract), as laid out in G.S. 143-128.2 (f), follow. Each contractor must earn at least 25 points with the good faith efforts listed below. [1 NCAC 30 I .0101].

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. (10 points)
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. (10 points)
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. (15 points)
- (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. (10 points)
- (5) Attending any prebid meetings scheduled by the public owner. (10 points)
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. (10 points)
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. (10 points)
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (10 points)
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. (20 points)
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. (20 points)

Owner's Responsibilities			
Authority	Action	Documentation/ Responsibility	When Required
G.S. 143-128.2(a)	Adopt a 10 % minority goal. Local entity may continue to use a different verifiable goal adopted prior to December 1, 2001. Local entity may establish a different verifiable goal upon proper documentation.	<ul style="list-style-type: none"> • Provide a Resolution that establishes a "verifiable percentage goal." • Provide a Certification that states the "verifiable percentage goal" applies to the current project. • If verifiable goal different than 10%, then provide sufficient evidence to justify the goal (e.g. disparity study). 	Resolution and Certification submitted with application
G.S. 143-129(a) amended by S. L. 2001-496	Formal Bidding	<ul style="list-style-type: none"> • Threshold increased from \$100,000 to \$300,000 for construction. DBE requirements apply. • Threshold increased from \$30,000 to \$90,000 for purchase of materials, supplies, and equipment. 	N/A
G.S. 143-131(b)	Informal Bidding	<ul style="list-style-type: none"> • Threshold from \$5,000 to \$300,000 for construction. DBE requirements apply. • Document all efforts. • No requirement to formally advertise. Must submit your efforts to recruit DBEs, including type of project, total \$ amount of project, and total \$ amount to DBE contractor. • Use informal bid projects to increase DBE participation. 	N/A
G.S. 143-128.2(e)	<u>Good Faith Efforts (GFE)</u> <ol style="list-style-type: none"> 1. Develop and implement a DBE outreach program 2. Pre-bid Conference 3. Notify DBEs 4. Use Media as appropriate 	<ul style="list-style-type: none"> • Solicit DBE firm and make it feasible for DBEs to submit successful bids. • Identify DBE firms that can perform projects (i.e. create DBE list). • Promote interaction between DBEs and non-DBE firms. • Discuss and ensure DBE program is reviewed, contact HUB office for inquiries. • Notice to DBEs to include: description of work, date, time and location for bid submittal, contact person, where bid documents can be reviewed and any other special requirements. • Use media outlets, general circulation newspapers, local and statewide DBE newspapers and radio stations. 	Send notice of bidding opportunity at least 10 days prior to scheduled bid opening

This quick reference outlines the changes made by Session Law 2001-496 (Senate Bill 914).

Bidders' Responsibilities

Authority	Action	Documentation/ Responsibility	When Required
G.S. 143-28.2(c)(1) including (a) & (b)	Provide an affidavit listing GFE. If performing all the work you must submit an affidavit stating such.	"Identification of Minority Business Participation" Form, and either Affidavit A or B, as appropriate	"on the bid"
G.S. 143-28.2(c)(1)(a)	Provide more detailed documentation of list of DBEs solicited or awarded, amount contracted, and percentage. If not meeting the "verifiable percentage goal," then document your solicitation efforts (Affidavit D).	Affidavit C or D (including documentation specified in Affidavit D), as appropriate	72 hours after notification of apparent low bidder
G.S. 143-28.2(c)(2)	Provide a listing of all expected subcontracts (whether DBE or not).	Provide a listing of all expected subcontracts (DBE or not).	within 30- days (statute)
G.S. 143-128.2(f)	<p>Earn twenty-five points with the good faith efforts listed below.</p> <ol style="list-style-type: none"> 1. Contact DBE using resources available. 10 points 2. Make plans & specification available for review. 10 points 3. Breakdown or combine elements of work into economically feasible units of work. 15 points 4. Work with DBE trade community or contractor organizations that provide assistance in recruiting DBE firms. 10 points 5. Attend pre-bid meetings scheduled by the public owner. 10 points 6. Provide assistance in getting required bonding or insurance or provide alternatives to bonding or insurance for subcontractors. 10 points 7. Negotiate in good faith with interested minority businesses and not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. 10 points 8. Provide assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assist minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. 10 points 9. Negotiate joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. 20 points 10. Provide quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. 10 points 	<ul style="list-style-type: none"> • Use media outlets, general circulation newspapers, local and statewide DBE newspapers and radio stations. List provided by Owner or other state and local agencies. • Identify DBEs on bid list. 	Provide Notice at least 10 days prior to scheduled opening bids indicating work to be performed.

This quick reference outlines the changes made by Session Law 2001-496 (Senate Bill 914).

Chatham County

AFFIDAVIT A - Listing of the Good Faith Effort

Project Owner Chatham County

Project Name Group "B" 16" Pea Ridge Road Transmission Mains

Affidavit of Seaside Environmental Constructors Inc
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

(The bidder must earn at least 25 point from the listed good faith efforts for the bid to be responsive. [1 NCAC 301.0101])

- 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 - (10 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (10 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (10 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

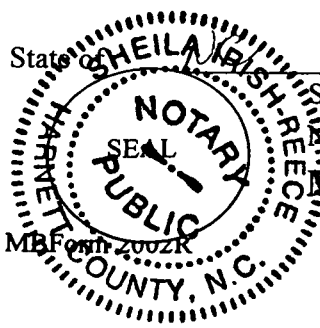
Date: 22 MAR 05 Name of Authorized Officer: William Christman, Jr

Signature: William C. Christman, Jr

Title: Vice President

State of N.C., County of Wake
Subscribed and sworn to before me this 22nd day of MAR 2005
Notary Public Sheila Irish-Reece

My commission expires 23 Aug 08



Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
Chatham County --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

Project Owner Chatham County

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

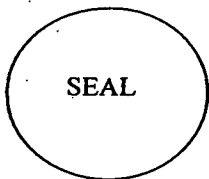
The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Chatham County

- AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

Project Owner Chatham County

Amount of Bid \$ _____

*******NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL*******

ONLY THE PROPOSED LOW BIDDER submits this affidavit (or Affidavit D).

Unless the Owner specifies otherwise on the cover sheet of the Special Conditions Package, a proposed low bidder (who did not submit Affidavit B) must submit either this affidavit or Affidavit D within 72 hours of being informed of being the proposed low bidder.

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is equal to or greater than the verifiable percentage goal established by the Owner's resolution, (usually 10% of the bidder's total contract price) then the proposed low bidder must complete this affidavit.

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

_____ contract.
(Name of Project)

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if required)

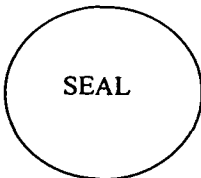
Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female, (F) Socially and Economically Disadvantaged (D)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Chatham County

AFFIDAVIT D – Good Faith Efforts

Project Owner Chatham County

Project Name _____ Amount of Bid \$ _____

*******NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL*******

ONLY THE PROPOSED LOW BIDDER submits this affidavit (or Affidavit C).

Unless the Owner specifies otherwise on the cover sheet of the Special Conditions Package, a proposed low bidder (who did not submit Affidavit B) must submit either this affidavit or Affidavit C within 72 hours of being informed of being the proposed low bidder.

If the portion of the work to be executed by minority businesses {defined in GS143-128.2(g)} is less than the verifiable percentage goal established by the Owner's resolution, {usually 10% of the total contract price} then the bidder must complete this affidavit and provide the following documentation of his good faith efforts to the Owner:

Name of Bidder: _____

Affidavit of: _____

I do certify the attached documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

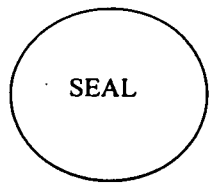
Examples of documentation include, but are not limited to, those items described on page two.(the attached "Instructions for Affidavit D").

Failure to provide the required documentation may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Instructions for Affidavit D

Submitting Affidavit D indicates the bidder has not achieved the verifiable percentage goal for DBE participation. Therefore, the bidder must document the good faith efforts claimed in Affidavit A. The table below outlines the required documentation for each good faith effort listed in Affidavit A.

If you claimed this Good Faith Effort on Affidavit A...	you must substantiate it with the following documentation (cited in Affidavit D).
Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.	<ol style="list-style-type: none"> 1. PWS requires three solicitations to DBEs for each subcontract specialty – if three DBEs are listed in the source solicitation list for that subcontract specialty. 2. Each solicitation must include the information listed in G.S. 143-128.2 (e)(3) a through e (see instructions). 3. For any subcontract specialty where a DBE was solicited and responded but not used, PWS need proposals from the DBE and the low bidder (to ensure the DBE was underbid).
Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.	Generally taken care of by the Engineer and Owner making the approved plans and specifications and bid documents widely available (typically: Owner's office, Engineer's office, AGC, and/or F.W. Dodge).
Breaking down or combining elements of work into economically feasible units to facilitate minority participation.	PWS will review the nature of subcontracts and determine if they are of reasonable size and scope.
Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.	Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal
Attending any prebid meetings scheduled by the public owner	The Owner will submit a copy of the prebid roster.
Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.	Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.	<ol style="list-style-type: none"> 1. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes or responses received from each firm (DBE or not) responding to the solicitation. 2. Letter detailing reasons for rejection of minority business due to lack of qualification.
Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements... Assisting DBE in obtaining the same unit pricing as the bidder with bidder's suppliers	Letter documenting proposed assistance offered to minority business.
Negotiating joint venture and partnership arrangements with minority businesses.	The existence of such a joint venture or partnership itself, or letter documenting proposed joint venture and partnership arrangements offered to minority business.
Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.	Letter documenting proposed assistance offered to minority business.

Owner's Checklist and Affidavit of the Good Faith Efforts

Project Owner _____

Project Name _____

Affidavit of _____

(Name of Owner's Authorized Representative)

I have made a good faith effort to comply with G.S. 143-128.2(e) under each of the following areas:
(A "public entity" is required to make all of the efforts identified in order to have achieved a "good faith effort")

- Developed and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and nonminority businesses.
- Attended the scheduled prebid conference.
- At least 10 days prior to the scheduled day of bid opening, notified minority businesses that have requested notices from the Owner for public construction or repair work and minority businesses that otherwise indicated to the Office of Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification included the following:
 - a. A description of the work for which the bid is being solicited.
 - b. The date, time, and location where bids are to be submitted.
 - c. The name of the individual within the public entity who will be available to answer questions about the project.
 - d. Where bid documents may be reviewed.
 - e. Any special requirements that may exist.
- Utilized other media, as appropriate, likely to inform potential minority businesses of the bid being sought.

I have attached to this affidavit the following documentation of the Owner's good faith efforts:

- the Owner's minority business participation outreach plan,
- the roster from the prebid meeting,
- the solicitation list the Owner maintains pursuant to G.S. 143-128.2 (e)(3),
- printouts of any list of contractors developed from the Office of Historically Underutilized Businesses or any other web-based resource,
- The Owner's affidavits of publication, or other documentation of advertising,

I have attached to this affidavit the following documentation of each proposed Contractor's good faith efforts:

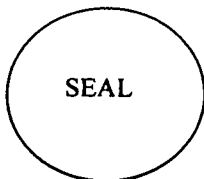
- Appropriate affidavits of good faith efforts for each proposed Contractor,
- DBE certifications for each proposed DBE subcontractor,
- For each proposed Contractor that completed Affidavit D, all the documentation listed in Affidavit D, and
- Verifications of subcontracts (optional).

The undersigned hereby certifies that the Owner has complied with the steps laid out in the resolution of this unit of local government and in the minority business participation outreach plan applying to this project, and that he or she has read this certification and is authorized to bind the Owner to the commitments herein contained.

Date: _____ Authorized Representative: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Chatham County

-- Owner's Intent to Perform Work with Own Workforce.(Force Account)

Project Owner _____

Affidavit of _____
(Name of Owner)

I hereby certify that it is our intent to perform 100% of the work required for the

_____ **Project.**
(Name of Project)

In making this certification, the Owner states that the Owner will perform all elements of the work on this project with his/her own current work forces (force account); and

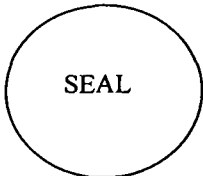
The Owner agrees to provide any additional information or documentation requested by the Public Water Supply Section in support of the above statement; and

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Owner to the commitments herein contained.

Date: _____ Authorized Representative: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

CONTRACTORS APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

Chatham County
70 South Street
Pittsboro, NC 27312

FROM CONTRACTOR:

PROJECT:

Chatham County Water System
North Chatham Hydraulic Improvements
Contract 2 & 3

VIA ENGINEER:

Hobbs, Upchurch & Associates, P.A.
300 SW Broad Street
Southern Pines, NC 28388

APPLICATION:

PERIOD TO: _____

PROJECT NOS.: _____

CONTRACT DATE: _____

CH0310

Distribution to:

- OWNER
- ENGINEER
- CONTRACTOR
- NCDENR - PUBLIC WATER SUPPLY
-

CONTRACT FOR: North Chatham Hydraulic Improvements

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Pay Estimate Attachment.

1. ORIGINAL CONTRACT SUM..... _____
2. Net Change by Change Orders..... _____
- CONTRACT SUM TO DATE (Line 1 + 2)..... _____
3. STORED MATERIALS _____
4. TOTAL COMPLETED & STORED TO DATE..... _____
5. RETAINAGE:
 - a. _____ 5% of Completed Work
 - b. _____ 5% of Stored Materials

Total Retainage (Line 5a + 5b or
Total in Column I of \$ _____
6. TOTAL EARNED LESS RETAINAGE..... \$ _____
(Line 6 from prior Certificate)
7. CURRENT PAYMENT DUE..... \$ _____
8. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineers Knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: Hobbs, Upchurch & Associates, P.A.

By: _____ Date: _____

OWNER'S APPROVAL FOR PAYMENT

OWNER: Chatham County

By: _____ Date: _____

CONTRACT CHANGE ORDER

ORDER NO.
DATE
STATE
COUNTY

CONTRACT FOR _____

OWNER _____

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
TOTALS		
NET CHANGE IN CONTRACT PRICE		

JUSTIFICATION

SEE ATTACHED JUSTIFICATION

The amount of the Contract will be (Decreased) (Increased) by the sum of:
Dollars (\$)

The Contract Total Including this and previous Change Orders Will Be:
Dollars (\$)

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): _____ Days

The document will become a supplement to the contract and all provisions will apply hereto.

Requested		(Owner)		(Date)
Recommended		(Owner's Architect/Engineer)		(Date)
Accepted		(Contractor)		(Date)

This information will be used as a record of any changes to the original construction contract.

**CHATHAM COUNTY
WATER SYSTEM
DETAILED SPECIFICATIONS
WATER MAIN CONSTRUCTION**

Table of Contents

SPECIAL PROVISIONS	SP-1 – SP-5
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APPENDICIES:

Appendix “A” – Project Detail Drawings

**CHATHAM COUNTY WATER SYSTEM
NORTH CHATHAM HYDRAULIC IMPROVEMENTS
CONTRACT 2 AND CONTRACT 3**

Special Provisions

01. **BIDDING/COMPLETION TIME:** Work shall be commenced with adequate forces on the date stipulated in the Notice to Proceed and the Project shall be substantially completed within 90 consecutive calendar days and readiness for Final Payment within 120 consecutive calendar days.
02. **LIQUIDATED DAMAGES:** If the project remains incomplete after the established time of completion, the liquidated damages sustained by the OWNER shall be \$500 per day. The Contractor will be liable for additional inspection costs incurred by the OWNER for the time by which contract time is exceeded in the amount of \$400 per day. The liquidated damages shall not be punitive damages but shall be charged based only on expenses incurred by the OWNER.
03. **PRESSURE REDUCING VALVES:** The pressure reducing valves for this project shall be supplied by Chatham County. The valves are WATTS/AMES FIG# 11512/02 ASY # 9777/55 6" Pressure Reducing Valves. The County shall supply these valves at such time that the Contractor request. The valves are currently stored at a Chatham County facility. The Weathersfield Pressure Reducing station shall not be included in this bid as reflected in the Schedule of Bid Items.
04. **EXISTING SITE CONDITIONS:** The Contractor shall satisfy himself as to the existing site conditions prior to bidding the project. The Contractor shall be responsible for maintaining a workable site condition during the execution of this contract.
05. **PIPE MATERIALS/JOINTS:** Ductile Iron: Pipe up to 12" diameter shall be pressure class 350. 16" pipe shall be pressure class 250. Pipe joints for buried piping shall be slip-type except where restrained joint pipe is indicated. Restrained joint pipe shall be U.S. Pipe TR FLEX, Griffin SNAP-LOK, McWane, Inc. or an approved equal. Restrained joint river crossing pipe shall be Griffin SNAP-LOK, US Pipe - USIFLEX, Clow - Ball & Socket River Crossing Pipe or an approved equal **No solvent weld pipe shall be permitted.**
06. **DUCTILE IRON FITTINGS:** Fittings and specials for buried piping shall be Ductile Iron mechanical joint conforming to ANSI/AWWA C110/A21.10-93 and ANSI/AWWA C111/A21.11-95. No push-on fittings will be allowed. Compact fittings conforming to ANSI/AWWA C153/A2.5-94 are acceptable.
07. **HYDRANTS AND VALVES:** Adjustment of fire hydrant fittings and valves shown within Project limits shall be made by the Contractor in the field subject to the desire of the Engineer without any increase or decrease in the unit price for the Fire Hydrant Assembly. All ductile iron pipe for the hydrant legs and extensions to bring the hydrant to grade shall be considered incidental to project costs and included in the unit price for the Fire Hydrant Assembly. All hydrants shall receive two (2) exterior shop coats of fire hydrant red paint as specified by the AWWA C-502. In addition, one finish exterior coat of fire engine red paint shall be applied after construction operations are complete. The paint shall comply with the following schedule:

MANUFACTURER	SHOP PRIMER	FINISH COAT
Tnemec	37-77	Tneme-Coat
Koppers	622	Glamortex
Pratt and Lambert	40.90	Vitalite Gloss

08. **PIPE SEPARATION:** The following minimum pipe separations will be maintained: 12 inches vertical separation between crossing of sanitary sewer (including force main) and water main, and 10 feet horizontal separation between sanitary sewer (including force main) and water mains. If these separations cannot be maintained, ductile iron pipe will be used 10 feet either side of crossing and along entire length of line less than 10 horizontal feet or 18" vertical separation from water mains. The Contractor shall receive approval from the Engineer in the field before payment will be made at the ductile iron prices.

09. **WATER MAIN LOCATION:** All water mains shall be located not less than a theoretical 1 to 1 from the edge of pavement or road. All water mains shall a minimum of three (3) feet of cover and a maximum of five (5) feet unless specifically authorized by the County. In the instance of new subdivision roads water mains shall not be installed until final grading of the roads and road shoulders have been completed. No water mains shall extend longitudinally under any paved or impervious surface, e.g. cul-de-sacs, turnouts. Final location of all water mains shall be reviewed and approved by Chatham County.

10. **PRESSURE TESTING AND STERILIZATION:** Pressure testing shall begin after all water lines are installed. Sections to be tested shall be between valves not to exceed 2,000 feet per test. Pressure test will be for two hours. All lines shall be tested at 200 psi whichever is higher for a period of four (4) hours.

Sterilization of water mains shall be performed in accordance with the requirements of the **North Carolina Department of Environment and Natural Resources, Public Water Supply Section** and **ANSI/AWWA C651-92**. The "tablet method" and the "slug method" of sterilization are not acceptable. The "continuous-feed method" shall be used to chlorinate the water mains. The pipe shall be sterilized in segments designated by the Contractor and subject to approval by the Engineer. A close coordination will be required between the Contractor and the Engineer during the sterilization process. Bacteriological samples will be taken at every fire hydrant and not to exceed 1,500 linear feet.

Water for Pressure Flushing and Testing: The water required for the initial filling of the water main and subsequent flushings as part of the sterilization process will be paid for by the Contractor. The cost of the water is \$2.00 per 1,000 gallons. The amount of water used by the Contractor will be estimated and based upon the following general scenario of fillings and flushings required for the sterilization process as described in Section 6 of the detailed specifications.

The cost of water for testing shall be based on the amount of water flushed during the sterilization process. A minimum of three fillings will be required assuming flushing is not coordinated with downstream chlorination. Measurement of expelled water shall be by a hydrant meter or other method approved by the Engineer. Payment will be made directly to the OWNER for the cost of water or an adjustment may be made to the final pay estimate for the cost of the water.

11. **SEDIMENTATION AND EROSION CONTROL:** The Contractor is instructed to control sedimentation run-off with methods approved by the Engineer during the course of construction of this project. The Contractor is reminded that all work shall meet all applicable requirements of the rules and regulations of Erosion and Sedimentation control as published by the Department of Natural Resources

and Community Development, North Carolina Sedimentation Control Commission. The Contractor shall be required to obtain written closeout from the Land Quality Section-NCDENR, where applicable.

The Contractor shall implement the sediment and erosion control measures indicated on the project drawings. The cost for these measures shall not be paid for directly but shall be included in the line item prices for pipe installation in the Schedule of Bid Items. Schedules for sediment trap sizes and for the locations of erosion control matting for each contract are included at the end of these special provisions.

12. **STORM SEWER CROSSINGS:** Concrete for storm sewer separation as detailed shall not be paid directly, but will be considered under the Bid Items for Concrete Blocking. Where utility work crossed storm sewers concrete shall be utilized as per details as directed by the Engineer.

The Contractor shall remove and replace existing culverts and drainage structures as necessary during the construction of the water lines. Any damage to the culverts shall be replaced by the Contract at no additional cost to the OWNER.

13. **INSTALLATION WITHIN NCDOT RIGHTS-OF-WAY:** All work performed within North Carolina Department of Transportation rights-of-way shall be performed in strict accordance with the NCDOT Construction and Maintenance Operations Supplement to the Manual on Uniform Traffic Control Devices. The Contractor shall be responsible for performing the work and adhering to the Right-of-Way Encroachment contract Standard and Special Provisions. A copy of the Standard Provisions and Special Provisions can be found at the end of these Special Provisions. The Contractor shall obtain a copy of the Right-of-Way Encroachment Agreement from the OWNER or Engineer and keep a copy on-site at all times. The Contractor shall also coordinate the procurement of any additional required bonds with NCDOT and notify NCDOT 48-hours prior to beginning construction.

14. **SEEDING AND MULCHING:** Payment for seeding and mulching in the areas disturbed during construction shall be made directly and shall be included in separate line item seeding and mulching in the Schedule of Bid Items. Seeding and Mulching shall adhere to the methods outlined in these specifications and in the attached NCDOT Encroachment Agreement "Special Provisions". The Contractor shall be required to install ground cover within 15 working days or 30 calendar days or 20,000 linear feet of water line installed (whichever comes first) as outlined in the NCDENR – Division of Quality Approved Erosion and Sedimentation Control Plan contained in these specifications.

15. **UTILITY CROSSINGS:** The Contractor shall be responsible for the location in the field (prior to construction) of the exact location and elevation of existing water, sanitary sewer, and storm drainage crossings. Any conflicts that may arise from this investigation shall be directed to the Engineer immediately.

16. **ASPHALT REPLACEMENT:** The Contractor will be required to saw cut in straight lines any existing asphalt that has to be removed and repair these sections, in accordance with North Carolina Department of Transportation Standards. Payment for the asphalt open cut patch shall be at the unit price set forth in the Schedule of Bid Items the width of the open cut and patch shall be a minimum of 8'.

17. **CONCRETE:** The Contractor will be required to supply batch tickets for concrete where the bid item is paid for on a cubic yard basis such as concrete for blocking. Concrete for blocking shall be used on Mechanical Joint fittings only as shown on the project plans. Concrete Thrust Blocking shall not be used on Fittings that are specified as Restrained Joint. Fittings shown on the plans are Mechanical Joint Fittings (unless otherwise specified) and will employ the use of concrete thrust restraint.

18. **CONCRETE DRIVEWAY REPLACEMENT:** Concrete driveways that are open cut shall be replaced from the NCDOT State maintained road to the first expansion joint of the concrete driveway. If there are no expansion joints the concrete shall be open cut and patched to a minimum dimension of 12' x width of the driveway being patched.
19. **SUBMITTALS:** The Contractor shall obtain approval for all shop drawings and submittals from the Engineer prior to beginning any installation work. A complete submittal register is contained in these specifications.
20. **VIDEOTAPING:** The Contractor is required to videotape an area prior to beginning work in that area. This video shall be supplied to the OWNER and Engineer. The video shall serve to document pre-existing conditions of the site. This video will protect the OWNER and Contractor from claims during construction.
21. **TESTING:** The Engineer's representative shall be present at all pressure tests. Sterilization shall be closely coordinated with the OWNER and Engineer's representative.
22. **COMPACTION OF TRENCHES:** All trenches shall be compacted to 95% density. Any density test requested by the Engineer or NCDOT shall be paid for by the Contractor. All trenches shall be compacted by mechanical means. Compaction shall be in accordance with AASHTO T-99 modified.
23. **SHOP DRAWINGS:** Shop drawings shall be submitted for all metal castings including manhole rings and covers, valve boxes, and catch basin frames and grates. Manufacturer's certifications shall be submitted to the Engineer certifying that all pipe meets the project specifications. Concrete mix designs, the detail specifications and bituminous concrete plant mix designs of the detail specifications shall be submitted to the Engineer for approval. None of the above listed materials shall be used on the projects unless the Engineer has given the necessary approval for that particular material. The Contractor shall submit six sets of all shop drawings, certifications, and mix designs required within this contract.
24. **AS-BUILT DRAWINGS AND SPECIFICATIONS AT THE JOB SITE:** The Contractor shall maintain, in readable condition at the job site, one complete set of working drawings and specifications for his work, including all shop drawings. Such drawings and specifications shall be available for use by the OWNER or his representative at all times. This set shall be marked or noted acceptable to the Engineer, in order to reflect as-built conditions. The changes indicating such conditions shall be kept current at all times. As-built drawings shall be furnished to the engineer at the end of each pay period. **No payment will be made in that billing cycle until As-Built are approved by the engineer/owner, a sufficient number of drawings will be provided to accommodate this process.** The As-Built drawings shall include but not be limited to distances of the water mains from the centerline of pavement, these dimensions shall be recorded at a minimum of every 200 linear feet. As-Built shall also include distances from at least three reference points for main line valves (i.e. power poles, intersections, drainage structures, edge of pavement, property corners, ect...). Fittings shall also be included in the As-Built and shall be located to at least two reference points.
25. **PROJECT WARRANTY:** A one year warranty period shall begin on the date of the substantial completion. Substantial completion shall be defined as the date at which the Project is able to be placed into service (i.e. customers begin using water). This shall not occur prior to the date the OWNER receives satisfactory bacteriological results on all lines and all punchlist items have been addressed to the satisfaction of the OWNER.

26. **ROCK EXCAVATION:** The Contractor shall be aware of the possibility of encountering rock during the installation of the water main. Rock excavation shall not be paid for separately and shall be considered incidental to construction. **ALL EXCAVATIONS ARE CONSIDERED UNCLASSIFIED.**

27. **SELECT BACKFILL:** Excavated rock or any other unsuitable material shall not be used as backfill material. The contractor shall be responsible for obtaining suitable material for backfilling in areas where rock or other unsuitable material is removed from the trench. The contractor shall be responsible for removing all rock and other material deemed unsuitable for backfill from the project site. Select backfill shall **NOT** be paid for separately but shall be considered incidental to construction.

28. **SERVICES:** No individual services shall be installed along this main.

29. **EASEMENTS:**

1. Chatham County Board of Education: The project includes approximately 400 lf of water main that will be located outside of the NCDOT Rights-of-Way and shall be installed on lands owned by Chatham County Board of Education. This easement shall be obtained by the OWNER prior to the Construction of the water main.:

All work completed in each of the above easement shall be performed as if the work was within the NCDOT Rights-of-way. Cleanup shall progress with construction and all driveways and property accesses shall be maintained for ingress/egress.

Easements for the above areas will be obtained by the OWNER prior to construction.

30. **PERMITS:** The permits applicable to this project are included in these specifications and are as follows:

- A. The NCDENR Sedimentation and Erosion Control - approval and conditions are attached in these specifications under the permits section. Erosion control calculations are also included in these specifications.
- B. The NCDOT Special Provisions are also included in these specifications and shall be adhered to.
- C. The NCDENR – Public Water Supply Authorization to Construct.

31. **TRACER WIRE:** Tracer wire shall be required for all water main installations.

- A. Locator wire is to be standard No. 12 gauge coated copper wire.
- B. Bury locator wire immediately above pipe.
- C. Location wire connections are to be a water tight connection. This may be done by using Twister DB Plus Waterproof wire connectors or an approved equal.
- D. The cost for this tracer wire shall not be paid for directly but shall be considered incidental to cost of water main installation.
- E. Five feet of tracer wire shall be pulled into each in-line valve box as shown in the detail drawings for gate valve installations. Tracer Wire installation shall be performed in a manner not to cause any operational problems with the valve nor causing breaks in the locator wire.

32. **CONNECTIONS TO EXISTING MAINS:** Prior to connecting to any existing Chatham County Water Mains the contractor shall provide at a minimum of one weeks notice to Chatham County Utilities Department and the Engineer. The Contractor shall demonstrate his process for connections and tie-ins to existing water mains.
33. **GOVERNORS CLUB CONTROL VALVE STATION:** This control valve station shall be a lump sum bid to include two control valves and vaults, site piping and associated site work. The Contractor shall coordinate all activity for this portion of the project with Chatham County Utilities, the Engineer and the Governors Club Property Owners Association. The Contractor shall be required to restore all disturbed area in strict accordance with the Governors Club Property Owners Association. County. The Contractor shall provide all materials, labor and tools to complete the installation.
34. **BIDS:** Bids for this contract shall be as follows:
Bids for the project shall include the combination of Contracts 1 and 2.

Contract 2 – Fearington Pressure Reducing Stations shall include the Pressure Reducing Stations found on Sheets C-2, C-3, C-4 and C-5. The Pressure Reducing Station found on sheet C-1 (Weathersfield Station) shall not be included in this Contract.

Contractors shall be required to bid the Base Bid and all Alternate Bids.

The OWNER reserves the right to delete any portion of project due to budget overruns. The OWNER shall not be fiscally responsible to the CONTRACTOR due reductions of the project scope.

**CHATHAM COUNTY
WATER SYSTEM
DETAILED SPECIFICATIONS**

WATER MAIN CONSTRUCTION

SECTION 1: PIPE FOR WATER MAINS

01. **SCOPE:** The Contractor shall furnish all types of pipe and other incidentals required for the construction of a complete water system as shown on the drawings and as specified herein.

Unless otherwise noted, the materials listed below are acceptable to the Owner for use in water distribution systems. Should the Contractor desire to use other materials not listed in these specifications, written permission must be obtained from the Owner's Representative. The pipe material listed in this section shall serve as the minimum standard, Chatham County shall review and approve all pipe material for the project prior to construction.

All material shall be free from defects impairing strength and durability and be of the best commercial quality for the purposes specified. It shall have structural properties sufficient to safely sustain or withstand strains and stresses to which it is normally subjected and be true to detail.

02. **SUBMITTALS:** The Contractor shall submit to the Owner's Representative six (6) copies of all submittal data for review and/or approval. Submittals shall include at a minimum: (1) the manufacturer's name, (2) type of material, (3) ASTM, ANSI, AWWA or other quality standard and (4) pressure class. If the materials do not meet the quality standards specified, the submittals will be rejected and other materials submitted as specified. The Contractor must obtain approval of all pipe materials prior to commencing construction.

The Contractor shall submit to the Owner's Representative four (4) copies of a certificate of inspection from the pipe manufacturer that the pipe supplied has been inspected at the plant and meets the requirements of these specifications.

03. **PIPE DELIVERY, STORAGE AND HANDLING:** Units shall be delivered, handled, and maintained in a manner to avoid damage to the pipe. The pipe shall be stored in an open area on high, well-drained land not subject to flooding, mud or other means of contamination.

04. **DUCTILE IRON PIPE:**

A. **General:** Ductile iron pipe shall be centrifugally cast in accordance with ANSI/AWWA C151/A21.51-96 or latest revision. Ductile iron shall meet the following minimum physical grade requirements:

Ultimate Strength = 60,000 psi

Yield Strength = 42,000 psi

Minimum Elongation = 10%

B. Pipe Thickness: Pipe design conditions shall be as follows:

1. Working pressure of 150 psi plus 100-psi water hammer allowance.
2. External load of earth load of at least 3' cover plus a live truck super load (ASHTO H-20).

Pressure class thickness shall be calculated in accordance with ANSI/AWWA C150/A21.50-96, or latest revision, considering the above conditions and a safety factor of two. The standard service allowance and casting tolerance shall be added to the net thickness. Pipe up to and including 12" diameter as indicated on the plans and in the schedule of bid items shall be a pressure class 350. All larger pipe shall be a pressure class 250.

C. Joints:

1. Slip-Type: Pipe joints are to be slip-type single gasket bell and plain end or, where noted on the drawings, restrained joints in accordance with ANSI/AWWA C111/A21.11-95 or latest revision.
2. Flanged Pipe: All flanged pipe shall be of ductile iron pipe and ductile iron flanges manufactured per ANSI/AWWA C115/A21.15-94 or latest revision, and shall be rated for a maximum working pressure of 250 psi. Flanges shall be cast or screwed on by the pipe manufacturer only. Welding of flanges to the body of the pipe in lieu of methods outlined in ANSI A21.15 will not be acceptable. Flanges shall be standard Class 125 unless they are noted on plans as "F&D 250". F&D 250 flanges shall have a raised face and be faced and drilled to match Class 250 flanges shown in ANSI/AWWA C110/A21.10-93 or latest revision.
3. Mechanical Joints: ANSI Specification ANSI/AWWA C111/A21.11-95 or latest revision, for three inch pipe and larger, and CIPRA Specification 3-54 and 4-54 for two inch pipe. Bolted mechanical joints shall be used where specifically called for on the plans or in the Schedule of Bid Items.
4. Restrained Joints: Restrained joints for pipe and fittings shall be designed for a working pressure of 350 psi for 4"-24" pipe. Restrained joints shall be capable of being deflected a minimum of 4 degrees after assembly for 6" through 12" pipe and a minimum of 3 degrees after assembly for 14"-24" pipe. Restrained joints for pipe and fittings shall be U.S. Pipe TR FLEX, Griffin SNAP-LOK, CLOW Super-Lok or an approved equal.

- a. River Crossing Pipe: Push-on joints for such pipe shall meet the requirements of ANSI/AWWA C111/A21.11-95, and allow deflection of up to 15°. Pipe thickness shall be equal to manufacturer's standard. River crossing pipe shall be assembled and hydrostatically tested prior to shipment. Restrained joints for river crossing pipe and fittings shall be Griffin SNAP-LOK, US Pipe USIFLEX Pipe, CLOW, DI Ball and Socket Pipe. or an approved equal.

- D. Pipe Lining: Cement-mortar lining shall conform to ANSI/AWWA C104/A21.4-95 or latest revision and shall be sealed with a bituminous coating.

- E. Exterior Coating: The pipe shall have an outside pipe coating of bituminous material in accordance with ANSI/AWWA C151/A21.51-96 or latest revision. The final coat shall be continuous and smooth being neither brittle when subjected to low temperatures nor sticky when exposed to hot sun. The coating shall be strongly adherent to the pipe at all temperatures.

- F. Length and Weight: Pipe shall be furnished in 20' or 18' nominal lengths. Weights and length tolerances shall be within those specified by ANSI/AWWA C151/A21.51-96 or latest revision.

- G. Marking: The net weight, pressure class or nominal thickness, sampling period and manufacturer shall be marked on each pipe. Pipe shall also be marked "D.I." or "Ductile".

05. **POLYVINYL CHLORIDE (PVC) PIPE:**

- A. Dimension Ratio 18: PVC pipe shall conform with ANSI/AWWA C900-97 or latest revision for polyvinyl chloride pressure pipe sizes 3 inch through 12 inch. Class 150, DR 18 pipe as called for on the plans or in the schedule bid items shall be furnished. The pipe shall be plainly marked with the following information: manufacturer's name, size, material (PVC) type and grade or compound, NSF seal, pressure class and reference to appropriate product standards. Pipe shall be furnished in 20 ft. laying lengths. Random lengths shall be a minimum of 10 feet long and shall comprise no more than 15 percent of the length of the piping system. Pipe shall be furnished in factory-packaged units.

Pipe shall be furnished in cast iron pipe equivalent outside diameters with rubber-gasketed separate couplings or push-on joints. Pipe shall not fail when subjected to the following tests; (1) sustained pressure (2) burst pressure (3) flattening and extrusion quality. Tests shall be conducted as outlined in ANSI/AWWA C900-97. Each length of PVC pipe shall pass a hydrostatic integrity test at the factory of 4 times the pressure class of the pipe for 5 seconds.

1. Standards: AWWA C900-97 PVC pipe shall conform to the following:

- a. Material: Virgin PVC resin, ASTM D1784
- b. Dimension Ratio & Press. Class: DR 18, Class 150
- c. Pressure Rating: 188 psi @ 2.5 factor of safety
- d. Sustained Pressure Requirement: 500 psi for 1,000 hrs., ASTM D1598, ASTM D2241
- e. Quick Burst Pressure: 755 psi for 60 sec., ASTM D1599

06. **WROUGHT PIPING:** Wrought steel pipe shall conform to ASTM A-53. Wrought iron pipe shall conform to ASTM A-72. All wrought piping shall be standard strength Schedule 40 and shall be galvanized inside and out.

07. **PIPE INSTALLATION:** Pipe shall be installed in accordance with the manufacturer's recommendations and as specified in Section 7 of these specifications. Disinfection and pressure testing shall meet the requirements in Section 7.

CHATHAM COUNTY
WATER SYSTEM
DETAILED SPECIFICATIONS

WATER MAIN CONSTRUCTION

SECTION 2: VALVES and FIRE HYDRANTS

01. **SCOPE:** The Contractor shall furnish all types of valves and fire hydrants and all other incidentals required for the construction of a complete water system as shown on the drawings and as specified herein. Unless otherwise noted, the materials listed below are acceptable to the Owner for use in water distribution systems. Should the Contractor desire to use other materials not listed in these specifications, written permission must be obtained from the Owner's Representative.

All material shall be free from defects impairing strength and durability and be of the best commercial quality for the purposes specified. It shall have structural properties sufficient to safely sustain or withstand strains and stresses to which it is normally subjected and be true to detail.

Valves supplied shall be of the designations and description indicated on the plans or described herein.

02. **SUBMITTALS:** The Contractor shall submit to the Engineer six (6) copies of all submittal data for review and/or approval. Submittals shall include at a minimum: (1) The manufacturer's name, (2) type of material, (3) ASTM, ANSI, AWWA or other quality standard, and (4) pressure class. If the materials do not meet the quality standards specified, the submittals will be rejected and other materials submitted as specified. The Contractor must obtain approval of all valves and fire hydrants prior to commencing construction.

The submittal information for all valves and hydrants shall include the number of turns necessary to fully open or close each valve and hydrant. This information may vary with each manufacturers product.

03. **DELIVERY, STORAGE AND HANDLING OF VALVES AND HYDRANTS:** Units shall be delivered, handled and maintained in a manner to avoid damage to the valves. The materials shall be stored in an open area on high, well-drained land not subject to flooding, mud or other means of contamination.

04. **RESILIENT-SEATED GATE VALVES (2"-16"):** Gate valves shall be manufactured to meet or exceed the requirements of ANSI/AWWA C509-94 or latest revision for 2" -16" valves. All valves shall be of iron body, bronze mounted, resilient-seat type. The sealing mechanism shall provide zero leakage at the water working pressure against line flow from either direction. Valves shall be manufactured with "O" Ring stem seals. The area between

the "O"-Rings shall be filled with lubricant. Anti-friction washers shall be provided at the stem collar for inside screw design.

Valves for buried use shall be nonrising stem (NRS) with 2-inch square operating nut. Valves for aboveground use or for use inside vaults shall be NRS design with handwheel. Valves shall open by turning in a counterclockwise direction. The minimum valve design working water pressure shall be 200 psi. Valves shall be shell tested at 400 psi.

Valve ends for buried use with Ductile Iron pipe shall be bolted mechanical joint. Valve ends for buried use with PVC pipe shall be bolted mechanical joint. Valve ends for use in above ground or vault installations shall be flanged joint. Valves for buried use on Ductile Iron pipe fire hydrant legs shall be bolted mechanical joint.

Resilient-seated gate valves shall be manufactured by CLOW, American Flow Control, Mueller Company or an approved equal.

05. **BUTTERFLY VALVES:** Butterfly valves shall be manufactured to meet or exceed the requirements of ANSI/AWWA C504-94 or latest revision. The valve discs shall be designed to rotate 90 degrees from full open to tight shut position and shall have adjustable mechanical stops to govern the rotation of the disc. The valve shall have Buna-N or Buna-S valve seats with bronze or stainless steel seating rings. The stuffing boxes shall be integrally cast with the valve body. The shaft bearings shall be of the self-lubricating sleeve type with thrust bearings to keep the valve disc centered.

Valves for buried use shall be mechanical-joint-end Class 150B. Valves for use in above ground or vault installations shall be short-body with flanged ends Class 150 B.

Butterfly valves shall be manufactured by Mueller, American Flow Control, Pratt, Dezurik, CLOW or an approved equal.

06. **SWING CHECK VALVES:** Swing check valves shall be manufactured to meet or exceed the requirements of ANSI/AWWA C508-93 or latest revision. The valve disc and clapper assembly shall be removable from valve body with valve remaining in pipeline. The disc shall not contact the body when the valve is in the full open position. Check valve shafts shall be stainless steel with corrosion resistant bearings provided at each end. Shaft and bearings are to be replaceable. Valves 2" to 12" shall be rated at 175-psi working water pressure.

Valves for use in aboveground installations shall be flanged end without side spring and lever or when positioned horizontally weight and lever may be used. Valves for underground service shall have mechanical joint ends with an internally weighted swing disc.

Swing Check Valves shall be manufactured by Mueller, American Flow Control, Pratt, or an approved equal.

07. **VALVE BOXES:** Valve boxes shall be of close-grained grey cast iron. The valve boxes shall be the two-piece screw type and the cover or cap shall have cast on the upper surface in raised letter the word "Water". Valve boxes shall be painted with a coat of protective bituminous paint before being shipped from the factory.
08. **FIRE HYDRANTS:** Dry-Barrel Fire hydrants shall be manufactured to meet or exceed **ANSI/AWWA C502-94** or latest revision. Fire hydrants shall be of the compression type with 4-1/2" valve opening designed to close against line pressure. Fire hydrants shall be furnished with a sealed oil or grease reservoir located in the bonnet, so that all threaded and bearing surfaces are automatically lubricated. Teflon washers shall be used for ease of operation. The seat ring shall be bronze and threaded into a bronze drain ring located between the lower barrel and shoe.

The hose and pumper nozzles shall be threaded or leaded-in. The threads for nozzles shall be National Standard. The hydrants shall have two (2) 2-1/2" hose nozzles with cap, and one (1) 4-1/2" pumper nozzle and cap. Hydrants shall have a minimum 36" bury and shall stand approximately 30" above ground elevation. Hydrants shall be designed with a breakaway feature that will break cleanly upon impact. This shall consist of a two-part breakable safety flange. The operating nut shall be 1-1/2" pentagonal and shall open counterclockwise. All hydrants shall be cast marked on the outside such that visible identification can be made as to type and design

Hydrants permitted for installation may be American-Flow Control, Mark-73-1, Mueller Super Centurion 250 with Bronze Bushed Shoe or CLOW Medallion.

09. **TAPPING SLEEVES:**

- A. **Mechanical Joint Tapping Sleeves:** Tapping sleeve to be manufactured from gray cast iron meeting or exceeding **ASTM A126 Grade B** or ductile iron meeting **ASTM A536 Grade 65-45-12** (outlet sizes 14" and larger). Side flange seals shall be of the O-ring type of either round, oval or rectangular cross-sectional shape.

Tapping sleeve to be used in conjunction with a mating tapping valve from same manufacturer. Outlet flange of sleeve to be counterbored per **MSS SP-60** for true alignment of tapping valve and tapping machine. Sizes of outlet to be available through equal opening of sleeve diameters up to 24".

Tapping sleeves shall be Mueller mechanical joint, Mueller Outlet Seal, American Uniseal or Kennedy Square Seal. All sleeves shall have a minimum of 150-psi working pressure. All taps shall be of 150 psi working pressure. All taps shall be machine drilled – no burned taps will be allowed.

- A. Coatings and Linings: Fittings shall have an outside coating of bituminous material in accordance with the manufacturer's specifications. The final coat shall be continuous and smooth being neither brittle when subjected to low temperatures nor sticky when exposed to hot sun. The coating shall be strongly adherent to the pipe at all temperatures.

Fittings shall have a cement mortar lining and seal coating conforming with ANSI/AWWA C104/A21.4-95 or latest revision.

When it is necessary to install fittings in locations that are considered difficult service locations all exposed bolts, nuts and uncoated materials shall be coated with a Bitumastic sealant to protect the bolts, nuts and other exposed surfaces from the elements.

- B. Joints: Buried fittings shall have mechanical joints and above ground fittings or fittings in vaults shall have flange fittings as specified herein.

1. Mechanical Joint: ANSI/AWWA C111/A21.11-95 or latest revision, for 3"-48" fittings. Bolted mechanical joint fittings shall be used with ductile iron pipe, PVC pipe, for all hydrant tees, and where specifically called for on the plans or in the Schedule of Bid Items.
2. Flanged Joint: ANSI/AWWA C111/A21.11-95 or latest revision, for 3"-64" fittings. Flanged Joints are not approved for direct bury.

05. **WROUGHT IRON OR STEEL FITTINGS**: Wrought fittings shall conform with **Federal Specification WW-P-521 d, Type 11**, latest revision, and be hot dipped galvanized inside and out.

06. **PVC FITTINGS**: PVC Fittings are **NOT** acceptable for use in the Chatham County Water Systems. All Fittings for 2" PVC and smaller shall be brass fittings. **No Solvent Weld Piping Shall be permitted.**

07. **COUPLINGS**: Couplings may be used where applicable for completion of the work. Couplings supplied shall conform to the following:

- A. Compression Sleeve Coupling: Units shall be Dresser style 38, Smith-Blair No. 431, JCM 210 or equal.
- B. Victaulic Couplings: Units shall be Victaulic Co., style 31, 41, 44, Grinnell or equal.
- C. Gruvagrip Couplings: Units shall be Gustin-Bacon Division of Certainteed, Series 100 or equal.
- D. Flanged Adaptors: Units shall be Dresser style 128, Smith-Blair No. 913, EBBA Iron MEGA-Flange or equal.

**CHATHAM COUNTY
WATER SYSTEM
DETAILED SPECIFICATIONS**

WATER MAIN CONSTRUCTION

SECTION 4: 1" INCH TO 2-INCH SERVICES FOR WATER DISTRIBUTION

01. **SCOPE:** The Contractor shall furnish all materials and all other incidentals required for the installation of a complete water service connection as shown on the detail drawings and as specified herein. Unless otherwise noted, the materials listed below are acceptable to the Owner for use in water services. Should the Contractor desire to use other materials not listed in these specifications, written permission must be obtained from the Owner's Representative.

All material shall be free from defects impairing strength and durability and be of the best commercial quality for the purposes specified. It shall have structural properties sufficient to safely sustain or withstand strains or stresses to which it is normally subjected and be true to detail.

Materials supplied shall be of the designations and description indicated on the plans or described herein.

Minimum Residential service size shall be 1".

02. **SUBMITTALS:** The Contractor shall submit to the Engineer six (6) copies of all submittal data for review and/or approval. Submittals shall include at a minimum: (1) The manufacturer's name, (2) type of material, (3) ASTM, ANSI, AWWA or other quality standard, and (4) pressure class. If the materials do not meet the quality standards specified, the submittals will be rejected and other materials submitted as specified. The Contractor must obtain approval of all materials prior to commencing construction.
03. **DELIVERY, STORAGE AND HANDLING OF MATERIALS:** Materials shall be delivered, handled and maintained in a manner to avoid damage due to breakage or contamination.
04. **TAPPING SADDLES:** Tapping saddles shall be of double strap type design and provide full support around the circumference of the pipe with a designed in safeguard against over-tightening to prevent deforming the pipe. All parts of the saddle shall be constructed of corrosive resistant bronze including bolts and nuts required to assemble. Only saddles designed specifically for the type water main pipe used shall be allowed. Threads shall be AWWA standard cc tapered. Tapping saddles shall be Ford 202B for DIP and S902 for C900 PVC, Mueller DR2A for DIP and H13000 for C900 PVC or approved equal.

05. **CORPORATION STOPS:** Corporation stops shall be of bronze, **ASTM B 61** or **ASTM B 62**; and suitable for solder-joint, or flared tube compression type joint. Threaded ends for inlet and outlet of corporation stops, **AWWA C800**; coupling nut for connections to flared copper tubing, **ASME/ANSI B16.26**. Corporation Stops shall be Ford F1001, Mueller B25009 or approved equal and shall have a minimum pressure rating of 200psi.

06. **PIPE FOR SERVICE LINES:** Pipe for service lines shall be 200 psi IPS polyethylene tubing conforming with all applicable requirements in the latest revisions of the following standards. All service laterals shall be encased when crossing under interstates, highways, private subdivisions roads and graded roads.

A. **AWWA C-901:** Standard for polyethylene (PE) pressure pipe 1" through 3" for water.

B. **ASTM D-1248:** Standard for polyethylene molding and extrusion materials.

C. **ASTM D-2239:** Standard for polyethylene (PE) Plastic pipe (SDR-7). (IPS-I.D.)

Polyethylene extrusion compound from which the polyethylene pipe is extruded shall comply with the applicable requirements for PE-3406 high density, ultra high molecular weight polyethylene material as described in ASTM D-1248, latest revision. The PE pipe shall be rated for use with water at 73.5 degrees F. at a hydrostatic design stress of 630 psi and a maximum working pressure of 200 psi.

Dimensions and tolerances shall comply with ASTM D-2239 (copper tubing size, SDR 7).

D. **Marking:** The following data shall be clearly marked on all service pipe installed:

- (1) Nominal size
- (2) Operating pressure @ 73.4 degrees F
- (3) Type of pipe, i.e. "water service pipe"
- (4) Material designation code.
- (5) Date code: Month, year and day
- (6) Manufacturer's brand name
- (7) **National Sanitation Foundation** logo (indicating approval for potable water and compliance with ASTM Specifications)
- (8) **ASTM Specification - "ASTM D-2239"** Plant location code

NOTE: Typical house service shall be 1"-IPS.

07. **SERVICE ENCASEMENTS:** Service laterals shall be encased when crossing under interstates, highways, private subdivisions roads and graded roads. Encasements for service mains shall be seamless polyethylene (PE) or seamless PVC.

Service Later Size	Encasement Pipe
1"	1-1/2"
2"	3"

Services laterals larger than 2" shall be encased in steel casing sufficient to provide 2" of annular space around the lateral.

08. **YOKE BAR ASSMEBLY:** The Contractor shall supply Yoke Bar with each service. Yoke Bars shall be 5/8" x 3/4" as manufactured by Ford (Y502). All Yoke Bars shall be equipped with a 300-psi angle ball valve and in-line check valve. Yoke Bars shall be "Ford Y502", Mueller or approved equal.

09. **STRAIGHT METER VALVE:** The Contractor shall supply Straight Meter Valves with each service. Meter valves shall be Straight Ball Meter Valves. Meter Valves shall brass and conforming to AWWA C800 and ASTM B-62. Meter Valves shall be of a locking wing type in the closed position. Meter Valves shall be non-directional and water tight with flow in either direction. Meter Valves shall be rated for 300 psi. Valves shall be male iron pipe thread inlet by meter swivel nut outlet.

Straight Meter Valves shall be "Ford B83", Mueller or approved equal.

11. **CHECK VALVES:** The Contractor shall supply with each service a check valve as described herein. Check Valves shall brass and conforming to AWWA C800 and ASTM B-62. Check valves shall be Straight Dual Cartridge type and shall be ASSE 1024 approved. Check valves shall be meter swivel nut inlet by female iron pipe thread outlet.

All check valves supplied under these specifications shall be manufactured by "Ford HHC31", Mueller or approved equal.

10. **COMPRESSION FITTINGS:** Compression fittings shall be compatible with all other service connection materials. A stainless steel insert will be required with any fitting that compresses the outside of the pipe to hold the pipe in place. Compression fittings shall be "Ford", Mueller or approved equal.

09. **TEFLON TAPE:** Teflon tape shall be used on all threaded connections to reduce the possibility of leaking joints.

10. **METER BOXES:** Meter boxes shall be supplied with each service connection. Boxes shall be of plastic construction and shall conform to the dimensions shown in the detail drawings for the water main installation. The meter boxes shall be equipped with a heavy duty cast

iron reader compatible with the Herscy "Radio Read" meter. The word "WATER METER" shall be cast in the lid.

12. **PRESSURE REDUCING VALVES:** Pressure Reducing Valve shall be required at all service location. Pressure reducing valves shall be provided by the homeowner and shall be placed in a serviceable location and inspected by the Chatham County Inspection Department.

The valve shall automatically reduce a higher inlet pressure to a steady lower downstream pressure. The valves shall be constructed of bronze, copper or stainless steel and be equal to the size of the water service line. Pressure Reducing Valves, buried or placed in an outside location shall be rated for direct bury.

13. **COLD WATER METERS:** Meters for the project shall be furnished and installed by Chatham County. All appurtenances listed in the previous sections shall conform with Hersey Meters Specification for Itron Mobile AMR System with MVRS Software and 5/8" Through 6" PD Meters.

**CHATHAM COUNTY
WATER SYSTEM
DETAILED SPECIFICATIONS**

SECTION 5: BACKFLOW PREVENTERS

01. **SCOPE:** This section covers the description of the backflow preventers and appurtenances that have been approved for use in the public water systems owned by Chatham County.

The purpose of requiring backflow preventers is to protect the public potable water supply served by the Chatham County Water System from the possibility of contamination or pollution by isolating, within its customers' internal distribution system, such contaminants or pollutants which could backpressure or back-siphon into the public water system.

This section seeks to promote the elimination or control of existing cross-connections, actual or potential, between its customers internal potable water systems, and non-potable systems, and also to provide for the maintenance of a continuing program of cross-connection control which will effectively prevent the contamination or pollution of all potable water systems by cross-connection.

02. **GENERAL:** The Contractor shall furnish all materials and all other incidentals required for the installation of a complete water service connection as shown on the detail drawings and as specified herein. Unless otherwise noted, the materials listed below are acceptable to Chatham County for use in water services. Should the Contractor desire to use other materials not listed in these specifications, written permission must be obtained from Chatham County.

All material shall be free from defects impairing strength and durability and be of the best commercial quality for the purposes specified. It shall have structural properties sufficient to safely sustain or withstand strains or stresses to which it is normally subjected and be true to detail.

Materials supplied shall be of the designations and description indicated on the plans or described herein.

03. **SUBMITTALS:** The Contractor shall submit to the Engineer six (6) copies of all submittal data for review and/or approval. Submittals shall include at a minimum: (1) The manufacturer's name, (2) type of material, (3) ASTM, ANSI, AWWA or other quality standard, and (4) pressure class. If the materials do not meet the quality standards specified, the submittals will be rejected and other materials submitted as specified. The Contractor must obtain approval of all materials prior to commencing construction.

04. **DELIVERY, STORAGE AND HANDLING OR MATERIALS:** Materials shall be delivered, handled and maintained in a manner to avoid damage due to breakage or contamination.
05. **APPROVED MANUFACTURERS OF BACKFLOW PREVENTERS:** Any backflow preventer used in Chatham County's public water systems shall be from the following manufacturers:

DOUBLE CHECK VALVE ASSEMBLIES

Ames Company, Inc.

Model 2000B - ½", ¾", 1", 1 ¼", 1 ½", 2"
 Model 2000 - 4", 6", 8", 10"
 Model 2000SS - 2 ½", 3", 4", 6", 8"
 Model 2000SE - 2 ½", 6", 8"

Cla-Val

Model DC6LW - ¾", 1", 1 ½", 2"
 Model DC7LW/DC7LY - 2 ½", 3", 4", 6", 8", 10"
 Model DC8LW/DC8LY - 2 ½", 3", 4", 6", 8", 10"
 Model DC8NW/DC8NY - 2 ½", 3", 4", 6", 8", 10"
 Model DC8VW/DC8VY - 2 ½", 3", 4", 6", 8", 10"

Conbraco Industries, Inc.

Model 40100 Series - ¾", 1", 1 ¼", 1 ½", 2"
 Model 40100 Series - 2 ½", 3", 4", 6", 8", 10"

REDUCED PRESSURE PRINCIPLE ASSEMBLIES

Ames Company, Inc.

Model 4000B - ½", ¾", 1", 1 ¼", 1 ½", 2"
 Model 4000 - 4", 6", 8", 10"
 Model 4000 SS - 2 ½", 3", 4", 6"

Febco Sales, Inc.

Model 805Y - ¾", 1", 1 ½", 2"
 Model 805YD - 2 ½", 3", 4", 6", 8", 10"
 Model 850 - ½", ¾", 1", 1 ¼", 1 ½", 2"
 Model 850DC - 2 ½", 3", 4", 6", 8", 10"
 Model 870/870V DC - 2 ½", 3", 4", 6", 8", 10"

Watts Regulator Company

Model 007 QT - ¾", 1", 1 ½", 2", 2 ½", 3"
 Model 709 RW - 2 ½", 3", 4", 6", 8", 10"
 Model 775 QT - 1"

Wilkins Regulator Company

Model 950 XLT - ¾", 1", 1 ¼", 1 ½", 2"
 Model 950 - 2 ½", 3", 4", 6", 8", 10"

Febco Sales, Inc.

Model 825Y - ¾", 1", 1 ¼", 1 ½", 2"
 Model 825YA - ¾", 1", 1 ½", 2"
 Model 825RD - 2 ½", 3", 4", 6", 8", 10"
 Model 860 - ½", ¾", 1", 1 ¼", 1 ½", 2"
 Model 860 RP - 2 ½", 3", 4", 6", 8", 10"

REDUCED PRESSURE PRINCIPLE ASSEMBLIES (Continued)

Cla-Val

Model RP6LW – 3/4", 1", 1 1/4", 1 1/2", 2"
Model RP6VW – 3/4", 1", 1 1/2", 2"
Model RP7LW/RP7LY – 2 1/2", 3", 4", 6", 8", 10"
Model RP8LW/RP8LY – 2 1/2", 3", 4", 6", 8", 10"
Model RP8NW/RP8NY – 2 1/2", 3", 4", 6", 8", 10"
Model RP8VW/RP8VY – 2 1/2", 3", 4", 6", 8", 10"

Conbraco Industries, Inc.

Model 40200 Series – 1/4", 3/8", 1/2", 3/4", 1", 1 1/4"
1 1/2", 2"
Model 40200 Series – 2 1/2", 3", 4", 6", 8", 10"

Watts Regulator Company

Model 009 QT – 3/4", 1", 1 1/2", 2", 2 1/2", 3"
Model 909 QT – 3/4", 1", 1 1/4", 1 1/2", 2"
Model 909 RW – 2 1/2", 3", 4", 6", 8", 10"

Wilkins Regulator Company

Model 975 XLT – 3/4", 1", 1 1/4", 1 1/2", 2"
Model 975 – 2 1/2", 3", 4", 6", 8", 10"

The Director of Public Works or his assigns must approve of any other manufacturers in writing on a case-by-case basis.

06. **TESTING REQUIREMENTS:** There are two basic types of backflow preventers: in-line testable assemblies, and non-in-line testable devices. All assemblies shall be tested upon installation and annually thereafter. All devices shall be replaced on a five-year basis or when necessary. Testing must be done by certified tester (NOTE: a licensed plumber is NOT considered a certified tester unless he/she has also been certified as a backflow preventer tester by an authority acceptable to Chatham County) and copies of all tests sent to Chatham County Public Works.
07. **REDUCED PRESSURE PRINCIPLE DEVICES:** Also known as reduced pressure zone devices. The assembly shall consist of two independently operating check valves with a vent to atmosphere, all contained within one body, along with an upstream and downstream shutoff valve. The assembly shall conform to ASSE 1013. This assembly must be installed above ground, to a height where the atmospheric vent must be at least 12 inches above grade. All REDUCED PRESSURE PRINCIPAL DEVICES shall be installed in an above-grade enclosure and properly protected from the environment.
08. **DOUBLE CHECK VALVE ASSEMBLIES:** The assembly shall consist of two independently operating check valves, all contained within one body, along with an upstream and downstream shutoff valve. The assembly shall conform to ASSE 1015. This assembly may be installed below ground in a vault.
09. **PRESSURE VACUUM BREAKER ASSEMBLIES:** The assembly shall consist of one check valve with a vent to atmosphere, all contained within one body, along with an upstream and downstream shutoff valve. The assembly shall conform to ASSW 1020.

10. **DUAL CHECK VALVE DEVICES:** The device shall consist of two independently operating check valves. Required on all new water services. See Section 4 for more details. The assembly shall conform to ASSE 1024.
11. **DUAL CHECK VALVE WITH AN INTERMEDIATE ATMOSPHERIC VENT DEVICES:** The devices shall consist of two independently operating check valves with a vent to atmosphere. The assembly shall conform to ASSE 1012.
12. **ATMOSPHERIC VACUUM BREAKER DEVICES:** The device shall consist of one check valve with a vent to atmosphere. The assembly shall conform to ASSE 1001.
13. **HOSE BIBB VACUUM BREAKER DEVICES:** The device shall consist of two independently operating check valves with a vent to atmosphere. Required on all new water services. See Section 4 for more details. The assembly shall conform to ASSE 1011.
14. **ENVIRONMENTAL PROTECTION:** Any backflow preventer that is exposed to the natural environment (i.e. the elements, temperature, etc...) around the installation must be protected from said environment. Installation will not be deemed complete until approved environmental protection is in place.
15. **INSTALLATION:** Any installation of backflow preventers must be approved by the Director of Public Works or his assigns. Any installation that is deemed substandard must be reworked at no cost to Chatham County. An installation will not be deemed complete until a copy of a certified test has been received by Chatham County Public Works.

**CHATHAM COUNTY
WATER SYSTEM
DETAILED SPECIFICATIONS**

WATER MAIN CONSTRUCTION

SECTION 6: BORING UNDER HIGHWAYS AND RAILROADS

01. **SCOPE:** This section shall include furnishing all labor, tools, equipment and other incidentals required to bore casing pipe under highways or railroads.

02. **BORINGS:** Procedures for boring shall be in accordance with the best-accepted methods of the construction and as shown on the plans and described in these specifications. Casing pipes installed under highways and railroads shall be bored as shown on the detail drawings. Casings will be installed of the type, size, and thickness as specified herein or on the detail drawings.

A. **Boring Under Highways:** Lines installed under highways shall be bored as shown on the detail drawings contained in these specifications. Casings will be installed of the type, size, and thickness as specified herein or on the detail drawings. The Contractor shall be responsible for notifying the Department of Transportation at least five days prior to any contemplated work and for securing any required permits for performing the work. All work shall be accomplished under the supervision of the Engineer and the District Engineer of the Department of Transportation or his authorized representative.

1. **Carrier Pipe:** Carrier pipe used under highways shall be of an approved material and installed to the satisfaction of the District Engineer of the Department of Transportation. Carrier pipe shall be of the same material specified for water main construction unless otherwise noted.

2. **Casing Pipe:** The inside diameter of the casing pipe shall not be less than 2 inches greater than the largest outside diameter of the joints and couplings for carrier pipe less than 6" O.D., and 4" greater for carrier pipe 6" and larger. It shall, in all cases, be great enough to easily remove carrier pipe without disturbing the casing pipe.

Nominal D.I. Carrier Pipe Dia. (Inches)	Steel Casing Minimum O.D. (Inches)	Min. Wall Thickness For Highways (Inches)
3	8.625	0.250
4	10.750	0.250
6	14.0	0.250
8	16.0	0.250
10	18.0	0.250

12	20.0	0.250
14	24.0	0.250
16	26.0	0.312
18	28.0	0.312
20	30.0	0.312
24	34.0	0.500

(c) Installation: The minimum depth from the roadway surface to the top of the casing pipe at its closest point shall be three feet. The casing pipe ends shall be sealed utilizing grant seal or other method approved by the Engineer. The casing pipe shall extend a minimum of 5' beyond the edge of pavement on either side unless otherwise noted on the plans or specified herein.

Contractors shall be required to provide shoring of boring pits and trenches more than 6 feet deep in accordance with the North Carolina Department of Transportation and Federal Occupational Health and Safety Act.

B. Borings Under Railroads: All work on railroad rights of way shall be done under the supervision of the Chief Engineer of the railroad, or his authorized representative, who shall be notified at least 15 days before construction is begun. In addition, this work shall only be done in the presence of the authorized representative of the Chief Engineer, and no methods shall be used that, in the opinion of the representative, could be hazardous to the railway.

1. Carrier Pipe: Carrier pipe and joints shall be of the material shown on the details of the railroad encroachment agreements or as approved by the Chief Engineer or his authorized representative.
2. Casing Pipe: The inside diameter of the casing pipe shall not be less than 2 inches greater than the largest outside diameter of the joints and couplings for the carrier pipe less than 6" o.d. and 4" greater for carrier pipe 6" and larger. It shall, in all cases, be great enough to easily remove carrier pipe without disturbing the casing pipe.

Steel pipe manufactured from steel having minimum yield strength of 35,000 psi and having a minimum permissible wall thickness as listed below shall be used as casing pipe.

Nominal D.I. Carrier Pipe Dia. (Inches)	Steel Casing Minimum O.D. (Inches)	Min. Wall Thickness For Railroads (Inches)
3	8.625	0.250
4	10.750	0.250
6	14.0	0.250

8	16.0	0.312
10	18.0	0.312
12	20.0	0.375
14	24.0	0.375
16	26.0	0.500
18	28.0	0.500
20	30.0	0.500
24	34.0	0.625

3. Installation: The depth from the base of the railway rail to the top of the casing at the closest point shall not be less than 5-1/2 feet. Also, there should not be less than 3 feet from the bottom of the side ditches to the top of the casing pipe. The casing pipe ends shall be protected from the entrance of foreign materials. The casing shall extend a minimum of 25 feet either side of the centerline of the railroad track unless otherwise noted on the plans or specified herein.

Contractors shall be required to shore all pits used for boring if it is over 6 feet deep.

- C. Casing Spacers: Casing spacer bands shall be 14-gauge steel of two-piece construction. Liners shall be minimum 0.90" thick PVC. Risers shall be 10-gauge steel MIG welded to band. Nuts bolts and washers shall be Grade 5. Runners shall be glass reinforced plastic spaced equally around the circumference. Casing spacer ferrous components shall be coated with corrosion resistant enamel paint. Casing Spacers shall be "off the shelf" as manufactured by BWM Company, Ford, Mueller or approved equal.
- D. Casing End Seals: The installation of casing seals shall be accomplished with the installation of a modular mechanical type consisting of inter-locking synthetic rubber links shaped to continuously fill the annular space between the carrier pipe and the casing pipe. Casing End Seals shall be "Link-Seal" or approved equal.

**CHATHAM COUNTY
WATER SYSTEM
DETAILED SPECIFICATIONS**

WATER MAIN CONSTRUCTION

SECTION 7: CONSTRUCTION METHODS

01. **SCOPE:** The Contractor shall furnish all labor, tools, equipment and other incidentals required for the construction of the water distribution system as shown on the drawings and as specified herein.

The work shall include laying pipe and setting fittings, valves, hydrants, and services, pressure testing and sterilization of the water distribution system.

Materials shall be as specified in previous sections of these specifications.

02. **PIPE AND FITTINGS:** Pipe and fittings shall be laid as directed by the Engineer, and located as shown on the drawings. No additional payment will be made due to location changes directed in the field by the Engineer.

- A. **Trenching:** The trench shall be dug to the required alignment and depth as shown on the plans or directed by the Engineer, and only so far in advance of the pipe laying as the Engineer shall permit. The width of the trench shall be kept at a minimum. The depth of the trench shall generally be sufficient to allow a minimum of three feet of cover over the top of the pipe. The bottom of the trench shall be shaped by hand and shall support the pipe for the entire length. It shall be the responsibility of the Contractor to provide adequate bearing for all pipe lines laid in uncertain soil conditions. If the trench bottom should be softened by flooding, rain or other causes, the unsuitable material shall be removed and replaced with suitable material properly shaped and tamped to grade. The use of timber or other material to support the pipe is not permitted.

1. **Laying Conditions/Embedment:** All Ductile Iron and Polyvinyl Chloride (PVC) pipe shall be installed in Type 3 embedment. The pipe shall be bedded in 4" of loose soil. Backfill shall be lightly consolidated to the top of the pipe. Loose soil is defined as native soil excavated from the trench, free of rocks, foreign materials and frozen earth.

- B. **Pipe Laying:** Water pipe shall be laid in conformance with the standards set forth by **ANSI/AWWA C600-93 and/or ANSI/AWWA C605-94** or latest revisions. All water pipe shall be laid by experienced workmen with straight lines, even grades, and all joints shall be perfectly fitted. All pipe fittings, valves, hydrants, and accessories shall be carefully lowered into the trench with suitable equipment in a manner that will prevent damage to pipe and fittings. Under no circumstances shall

pipe or accessories be dropped or dumped into the trench. Pipe and accessories shall be inspected for defects prior to their being lowered into the trench. Any defective, damaged or unsound material shall be repaired or replaced as directed by the Design Engineer or the Owner. All foreign matter or dirt shall be removed from the interior and machined ends of pipe and accessories before it is lowered into position in the trench. Pipe shall be kept clean by means approved by Chatham County, during and after laying. In the event that pipe defects are discovered or the pipe is not being installed in accordance with the manufacturers recommended installation all pipe laying activities shall be stopped until the magnitude or the cause of the problem has been identified or corrected.

1. Joining Mechanical Joint Pipe:

- a. Joining Existing Bell and Spigot to New Mechanical Joint: Due to the difficulty that may be encountered in attempts to make such a connection of this type, an adapter having a fitting bell and a M.J. socket may be used by the Contractor.
- b. Cleaning and Assembling Joints: Clean last 8" outside the spigot, and the inside of the bell of mechanical joint pipe to remove oil, grit, tar (other than standard coating) and other foreign matter from the joint and then paint area clean with an approved soap solution. The ductile iron gland shall then be slipped on the spigot end of the pipe with the extension of the gland toward the socket or bell end. The rubber gasket shall be painted with the soap solution and placed on the spigot end with thick edge toward the gland.
- c. Bolting of Joints: Push entire section of pipe forward to seat spigot end in the bell. Press gasket into place within the bell, being careful to have the gasket evenly located around the entire joint. Move ductile iron gland along the pipe into position for bolting, insert all bolts, and screw nuts up tightly with fingers. Tighten all nuts with a suitable (preferably torque-limiting) wrench. Tighten nuts that are spaced 180 degrees apart alternately in order to produce equal pressure on all parts of the gland.

2. Joining Rubber Gasket Pipe (Bell Tite, Tyton, or Equivalent):

- a. Cleaning Joint and Gasket: Clean gasket and spigot and inside of bell thoroughly to remove all dirt and other foreign matter.
- b. Inserting Gasket: Insert gasket furnished by the pipe manufacturer into the gasket seat in the bell. Gasket shall be properly seated in the grooves provided in the pipe bell.

- c. Lubricating Gasket and Spigot Pipe: Using a non-toxic vegetable soap, apply a film by hand to the inside surface of the gasket that comes into contact with the entering pipe and to the first 1" of the spigot end of the entering pipe. Use only lubricant specified by the pipe manufacturer.
- d. Final Assembling of Joint: Prior to final assembly of the joint the pipe gasket shall be inspected to ensure that the gasket is properly seated. Align entering pipe with the bell to which it is to be joined. Enter the spigot end into the bell until it just makes contact with the gasket. Apply sufficient pressure to force the spigot end past the gasket up to solid contact with the bell or until it achieves the proper alignment as indicated by the marking rings on the pipe. If the pipe assembly is not accomplished in accordance with the assembly instructions provided by the pipe manufacturer the pipe should be removed to check for proper positioning of the gasket and alignment of the pipe.
- e. Field Cutting Pipe: When it is necessary to field cut pipe with rubber gaskets, chamfer the cut end 1/8 inch x 30 degrees before inserting into a rubber gasket bell.
- f. Fittings: Fittings shall be installed where and as shown on the plans or as directed by the Engineer. All bends (1/16 to 1/4), y-branches, plugs and all other fittings requiring such shall be sufficiently backed, blocked, or braced to preclude the possibility of their blowing off the main.

03. **TRACER WIRE:** The Contractor shall be required to install Tracer wire for all water main installations.

- A. Locator wire is to be standard No. 12 gauge coated copper wire.
- B. Bury locator wire immediately above pipe.
- C. Location wire connections are to be a water tight connection. This may be done by using Twister DB Plus Waterproof wire connectors or an approved equal.
- D. The cost for this tracer wire shall not be paid for directly but shall be considered incidental to cost of water main installation.
- E. Five feet of tracer wire shall be pulled into each in-line valve box as shown in the detail drawings for gate valve installations. Tracer Wire installation shall be performed in a manner not to cause any operational problems with the valve nor causing breaks in the locator wire.

04. **FIRE HYDRANTS AND VALVES:** Fire hydrants and valves shall be set as directed by the Chatham County and located as shown on the drawings. No additional payment will be made due to location changes directed in the field by the Chatham County.

- A. **Fire Hydrants:** Fire hydrants shall be set where shown on the plans or as directed by the OWNER. The hydrants shall be set upon a bed of compacted crushed stone at least thirty-inches (30") square by ten inches (10") in depth. There shall be furnished and installed an approved restraint assembly to securely anchor the hydrant to the main line as shown on the detail contained in the project drawing details. When the hydrant is backfilled, washed stone or gravel shall be placed around the hydrant to a point just above the weep holes of the hydrant.
- B. **Valves:** Valves shall be set and anchored with steel bars and concrete as shown on the detail sheet contained in the project detailed drawings. All valves set by the Contractor shall include a cast iron or ductile iron valve box set to grade encircled and protected by a precast concrete donut.
- C. **Adjustment of fire hydrant fittings and valves:** Adjustment of fire hydrants and valves shown within Project limits shall be made by the Contractor in the field subject to the desire of the OWNER without any increase or decrease in the unit price for the Fire Hydrant Assembly. Fire Hydrants shall be set not higher than the bury line indicated on the lower hydrant barrel. All ductile iron pipe for the hydrant legs and extensions to bring the hydrant to grade shall be considered incidental to project costs and included in the unit price for the Fire Hydrant Assembly. All hydrants set vertically plumb 360 degrees around the hydrant barrel.

All hydrants shall receive two (2) exterior shop coats of fire hydrant red paint as specified by the AWWA C-502. In addition, one finish exterior coat of fire engine red paint shall be applied after construction operations are complete. The paint shall comply with the following schedule:

MANUFACTURER	SHOP PRIMER	FINISH COAT
Tnemec	37-77	Tneme-Coat
Koppers	622	Glamortex
Pratt and Lambert	40.90	Vitalite Gloss

05. **COMPACTION:** All trenches and excavations shall be compacted to 95% density. Any density test requested by the OWNER or NCDOT shall be paid for by the Contractor. All trenches shall be compacted by mechanical means. Compaction shall be in accordance with AASHTO T-99 modified. The contractor shall supply density test as requested by Chatham County.

06. **INSTALLATION WITHIN NCDOT RIGHTS-OF-WAY:** All work performed within North Carolina Department of Transportation rights-of-way shall be performed in strict accordance with the NCDOT Construction and Maintenance Operations Supplement to the Manual on Uniform Traffic Control Devices and any other pertinent safety requirements. The Contractor shall be responsible for performing the work and adhering to the Right-of-Way Encroachment contract Standard and Special Provisions. A copy of the Standard Provisions and Special Provisions shall be on the project site at all times. The Contractor shall obtain a copy of the Right-of-Way Encroachment Agreement from the OWNER or Engineer. The Contractor shall also coordinate the procurement of any additional required bonds with NCDOT and notify NCDOT 48-hours prior to beginning construction.

07. **CONNECTIONS TO EXISTING MAINS:** The Contractor shall make connection to existing mains when and as directed by the Chatham County. In no case shall the Contractor shut off the water or operate the fire hydrants or gate valves of the existing distribution system without the expressed permission of the Chatham County. In the case it becomes necessary to delay the cut-off, such instructions shall be given and obeyed without recourse.

In making connections to the existing distribution system, valves shall be set as shown on the plan, or at such designated place as the Chatham County may direct. If due to unforeseen conditions, these locations have to be changed or additional valves or fittings added, the Contractor shall install the valves or fittings at the new locations this shall be done at no expense to Chatham County.

When connecting to existing Chatham County Water Mains by wet tap the Contractor shall provide the coupon from the tap to Chatham County.

08. **CONCRETE BLOCKING:** All turns, fittings, etc., that induces pressure which would cause separation of pipe, breakage, etc., shall be blocked with mixed 3,000 lb. concrete. Blocking shall be formed and poured in such a manner that the pressure to be exerted at the point of blocking shall be transferred to firm, undisturbed earth at a maximum load of 2,000 lbs, per square foot. The Contractor shall insure that blocking at all tees, bends, plugs, etc., shall be sufficient to contain all pressure exerted by the pipe up to 200 psi hydraulic pressure within the pipe, e.g., pressure at plug = 200 x (area of pipe in inches). Blocking shall be constructed as shown on the detail sheet contained in the project plans. The Contractor shall also be responsible for any damage or repairs caused by blowouts of any insufficiently blocked pipe.

09. **PIPE SEPARATION:** The following minimum pipe separations will be maintained: 12 inches vertical separation between crossing of sanitary sewer (including force main) and water main, and 10 feet horizontal separation between sanitary sewer (including force main) and water mains. If these separations cannot be maintained, ductile iron pipe will be used 10 feet either side of crossing and along entire length of line less than 10 horizontal feet or 18" vertical separation from water mains. The Contractor shall receive

approval from the Engineer in the field before payment will be made at the ductile iron prices

10. **CLEANING OF WATER MAINS (Pigging):** The Contractor shall clean all new water mains installed in this project by using a flexible polyurethane swab ("pig"). The pig shall be of 5-lb/cf density polyurethane of the proper size for the water mains being cleaned.

The pig shall be inserted into the first section of pipe and shall remain there until construction of that line segment is completed. Cleaning shall be accomplished by propelling the pig down the water main by system pressure to the exit point as determined by the Contractor. After the pig exits the pipe, flushing shall be performed until the water is completely clear and the turbidity level is less than 1.0 NTU.

Cleaning of water mains with diameters larger than 12 inches or water mains that utilize butterfly valves shall be performed in the same manner excepting that the Contractor will be required to pig the main from valve to valve or in a manner acceptable to the Engineer and the Owner.

11. **PRESSURE AND LEAKAGE TESTING:** Hydrostatic pressure and leakage testing shall conform with **ANSI/AWWA C600-93** or latest revision for ductile iron water main and **ANSI/AWWA C605-94** or latest revision for polyvinyl chloride pipe. Pressure testing shall be performed on all pipe, valves, hydrants, and fittings. The test shall be conducted on line segments from shut valve to shut valve in segments not exceeding 5,000 linear feet. The Contractor shall provide a suitable pump for applying pressure and an accurate gauge for measuring the pressure and an Engineer approved method of determining volume of water used.

All newly laid pipe and any valved sections thereof shall be subject to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing or 200 psi (whichever is greater). At the same time the test pressure shall not be less than 1.25 times the working pressure at the highest point along the test section. The hydrostatic test shall be of at least two-hour duration. Removal of air shall be performed to the satisfaction of the Engineer through use of the air release valve assemblies (automatic and manual) and the fire hydrants. If determined necessary by Chatham County or the Design Engineer, the Contractor shall install additional air taps to be abandoned after all air removal at no additional cost to the Owner.

Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe or any valved section thereof to maintain pressure within 5 psi (35 MPa or 0.35 bar) of the specified test pressure after the pipe has been filled with water and the air has been expelled. Leakage shall not be measured by a drop in pressure in a test section over a period of time. No installation will be accepted if the leakage is greater than that determined by the following formulas:

When testing Ductile Iron Pipe:

$$L = \frac{SD \sqrt{P}}{133,200}$$

Where:

- L = allowable leakage, in gallons per hour
- S = length of pipe tested, in feet
- D = nominal diameter of the pipe, in inches
- P = average test pressure during the leakage test, in pounds per square inch (gauge)

When testing Polyvinyl Chloride Pipe:

$$L = \frac{ND \sqrt{P}}{7,400}$$

Where:

- L = allowable leakage, in gallons per hour
- N = number of joints in length of pipeline tested
- D = nominal diameter of the pipe, in inches
- P = average test pressure during the leakage test, in pounds per square inch (gauge)

When testing against closed metal-seated valves, an additional leakage per closed valve of 0.0078 gph/in. (0.0012 L/h/m) of nominal valve size shall be allowed.

Acceptance shall be determined on the basis of allowable leakage. If any test of laid pipe discloses leakage greater than that specified above, the Contractor shall, at his own expense, locate and make approved repairs as necessary until the leakage is within the specified allowance.

All visible leaks are to be repaired, regardless of the amount of leakage.

Chatham County reserves the right to install Chatham County's pressure gauge onto the Contractors testing equipment at any time during the testing procedure.

12. **DISINFECTION OF WATER MAINS:** Disinfection of water mains shall be performed in accordance with the requirements of the **North Carolina Department of Environment, and Natural Resources, Rules Governing Public Water Systems, NCAC Title 15A, Subchapter 18C Section .1003.** and the requirements of **ANSI/AWWA C651-92** or latest revision. The pipe shall be sterilized in segments designated by the Contractor and subject to the approval of the Engineer.

All reasonable precautions shall be adhered to in protecting the interior of pipes, fittings, and valves against contamination. All openings in the pipeline shall be closed with watertight plugs at the end of the day's work or at other times when pipe laying has ceased. The lubricant used in the installation of sealing gaskets shall be suitable for use in potable water. If dirt enters the pipe it shall be removed and the interior pipe surface swabbed with a five percent hypochlorite disinfecting solution.

A. Disinfection Procedure: The basis disinfection procedure consists of

1. Preventing contaminating materials from entering the water main during storage and construction.

Removing, by flushing or other means, those materials that may have entered the water main.

Chlorinating any residual contamination that may remain, and flushing the chlorinated water from the main.

Protecting the existing distribution system from backflow due to pressure test and disinfection procedures.

Determining the bacteriological quality by laboratory test after disinfection.

Final connection of the approved new water main to the active distribution system.

The "tablet method" and the "slug method" of disinfection are not acceptable. The "continuous-feed method" as discussed in ANSI/AWWA C651-92 shall be used to chlorinate the water mains.

B. Continuous-Feed Method of Chlorination: The continuous-feed method of chlorination consists of

1. Placing calcium hypochlorite granules in the main during construction.
2. Completely filling the main to eliminate air pockets.
3. Flushing the main to remove particulates.
4. Filling the main with potable water. The potable water shall be chlorinated so that after a 24-hour holding period in the main there will be a free chlorine residual of not less than 20 ppm.

Calcium hypochlorite granules shall be placed at the upstream end of the first section of pipe, at the upstream end of each branch main and at 500' intervals. The quantity of granules shall be as follows:

<u>Pipe Diameter (Inches)</u>	<u>Calcium Hypochlorite Granules (Ounces)</u>
4	0.5
6	1.0
8	2.0
12	4.0
16 and larger	8.0

The initial filling shall be at a rate such that water within the main will flow at a velocity no greater than 1 foot per second (fps). Precautions shall be taken to insure that air pockets are eliminated. Once the main has been completely filled with potable water and all air expelled, the main shall be flushed to remove particulates at a rate of not less than 2.5 fps. The discharge point for the flushing operation shall be coordinated with the Engineer.

The procedure for chlorinating the main shall begin with water being made to flow into the newly installed water main at a constant, measured rate. In the absence of a meter the rate may be approximated by a method approved by the Engineer (A hydrant meter is recommended). At a point not more than 10' downstream from the beginning of the new main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will have not less than 50-ppm free chlorine. The chlorine concentration should be measured at regular intervals using appropriate chlorine test kits.

Chlorine application shall not cease until the entire main (or isolated portion thereof) is filled with heavily chlorinated water. The chlorinated water shall be retained in the main for at least 24 hours during which time all valves and hydrants in the treated section shall be operated to ensure disinfection of the appurtenances. At the end of this 24-hour period, the treated water in all portions of the main shall have a residual of not less than 20-ppm free chlorine.

1. Chlorine Application: The forms of chlorine that may be used in the disinfection operations are liquid chlorine conforming to ANSI/AWWA B301, sodium hypochlorite solution conforming to ANSI/AWWA B300 and calcium hypochlorite granules or tablets conforming to ANSI/AWWA B300.
 - (a) Liquid Chlorine: Liquid Chlorine shall be used only in combination with appropriate gas-flow chlorinators and ejectors and under the direct supervision of a person who is familiar with the physiological, chemical, and physical properties of liquid chlorine. Liquid chlorine may be used only when appropriate safety practices are observed to protect working personnel and the public.
 - (b) Sodium Hypochlorite Solution and Calcium Hypochlorite Granules: Hypochlorite solutions may be applied to the water to be chlorinated with a gasoline or electrically powered chemical-feed pump designed for feeding chlorine solutions. Feed lines shall be able to withstand the corrosion caused by the concentrated chlorine solutions and the maximum pressures created by the pump.
- C. Final Flushing: After the applicable retention period, heavily chlorinated water should not remain in prolonged contact with pipe. In order to prevent damage to the pipe lining or corrosion damage to the pipe itself, the heavily chlorinated water shall be flushed from the main until chlorine measurements show that the concentration in

the water leaving the main is no higher than that generally prevailing in the system or is acceptable for domestic use.

The environment to which the chlorinated water is to be discharged shall be inspected. If there is any question that the chlorinated discharge will cause damage to the environment, then a reducing agent shall be applied to the water to be wasted to neutralize thoroughly the chlorine residual remaining in the water. (See **AWWA C-651 Appendix B** for neutralizing chemicals). Where necessary, Federal, State and local regulatory agencies should be contacted to determine special provisions for the disposal of heavily chlorinated water. This effort shall be coordinated fully by the by Contractor.

- D. Bacteriological Tests: Twenty-four hours after final flushing to remove excess chlorine, representative water samples shall be taken from each water line segment for bacteriological quality tests in accordance with "Standard Methods for the Examination of Water and Wastewater". At least one sample shall be collected from every 1,200' of water main including one set from the end of the line and at least one set from each branch. No portion of the system shall be placed in operation until the tests are approved. If the presence of coliform bacteria is detected in the water samples, the section of pipe shall be reesterilized and additional samples shall be taken.

If, during construction, trench water has entered the main, or if in the opinion of the Engineer, excessive quantities of dirt or debris have entered the main, bacteriological samples may be required at intervals of approximately 200 feet shall be identified by location. Samples shall be taken of water that has stood in the main for at least 72 hours after final flushing has been completed.

If the initial disinfection fails to produce satisfactory bacteriological samples, the main may be reflashed and shall be resampled. If check samples show the presence of coliform organisms, then the main shall be rechlorinated by the continuous-feed of chlorination until satisfactory results are obtained.

13. **WATER FOR TESTING:** The Contractor shall be responsible for the cost of water used for testing. The OWNER shall install a meter to account for the volume of water used during the pressure testing, flushing and disinfection of the water mains being installed. In the event that a sufficient meter is not available the OWNER shall estimate the volume of water to be four times the water main volume. The unit cost of water supplied by Chatham County shall be the **prevailing rate** per 1,000 gallons at the time of the testing.

**CHATHAM COUNTY
WATER SYSTEM
DETAILED SPECIFICATIONS**

WATER MAIN CONSTRUCTION

SECTION 8: SITEWORK ON WATER MAINS

01. **SCOPE:** This section shall include the clearing and grubbing of all required construction areas together with disposal of materials, site preparation, and clean up as specified herein.

02. **SITE PREPARATION:**
 - A. **Existing Facilities:** The Contractor shall provide protection for all existing structures, buildings, and utilities against all construction activity. The Contractor shall protect and preserve the Owner harmless against damage and claims resulting from these activities.

 - B. **Streets and Highways:** Effective barricades, danger signals and signs on all streets and in other locations where required for the protection of the work and the safety of the public, shall be provided, erected and maintained by the Contractor. Barricades and obstructions that encroach on, or are adjacent to, public rights of way shall be properly lighted between the hours of sunset and sunrise. The Contractor shall conform to all city, state and local laws and regulations in the use of streets and highways. The Contractor shall be responsible for all damages occurring due to neglect or failure to meet these requirements. When dictated by conditions that might endanger the public, a watchman shall be provided to fulfill the requirements stated herein. Upon determination that a proposed water main will be located within a NCDOT Right of Way the water main shall be constructed within the limits of the said right of way. The contractor shall not construct any portion of the water main outside of the NCDOT Right of Way for matters of convenience. Constructing water mains outside of the said right-of-way must be approved by Chatham County and proper easements must be obtained.

 - C. **Traffic Flow and Continuance of Services:** The work shall be arranged in a manner that will cause a minimum of disturbance to vehicular and pedestrian traffic. Adequate ingress and egress to both private and public property shall be provided by the Contractor during all stages of construction. Without written approval from the city or utility company, existing services shall not be interrupted by the construction work.

03. **PRELIMINARY WORK:**

- A. Rights of Way: Adequate working space shall be cleared along the pipe lines and space shall be provided for control stakes and hubs. Trees and permanent structures not located within the right of way shall be removed only as directed.
- B. Valuable Trees and Shrubs: When the construction work involves the removal of valuable trees and shrubs on existing public rights of way, the work shall be done in cooperation with the county, or state.
- C. Protection of Private Property: The Contractor shall provide protection for privately owned trees and shrubs bordering the right of way and shall take full responsibility for any damage that does occur.
- D. Existing roads, subject to interference by the Contractor's work, shall be kept open in all cases. The Contractor shall provide, erect and maintain, at his own expense, effective barricades on which shall be placed acceptable warning and/or detour signs at each side of any road obstruction caused by the operations of the Contractor. All barricades shall comply with OSHA requirements and State or local laws, whichever is most strenuous.
- E. The Contractor shall protect all public roads and bridges which may be damaged by, interfered with, or given undue wear by reason of the work, and shall repair or replace them if damaged, at his own expense, to the satisfaction of governmental authorities and the Owner.
- F. When questions arise as to safe methods or suitable protection, the Contractor shall confer with the Owner but full responsibility for results shall rest with the Contractor.

04. **FENCES AND GATES:**

- A. The Contractor shall not cut temporary openings or take down fences until he has contacted the property owner, tenant or occupant and arranged the ingress and egress to the right-of-way. All fences and gates removed for construction shall be replaced in like kind by the Contractor. Payment for fence and gate removal and replacement shall be by the Contractor. Chatham County shall not be held responsible for any damages or claims resulting from the Contractor's negligence. Copies of any temporary construction easements and their terms shall be provided to Chatham County.
- B. In each case where the fence is opened, braced posts shall be installed capable of holding the tension in the fence wires so that the adjacent fence spans will not become slack. Where temporary openings are immediately adjacent to the corner post, the fence shall be firmly attached to the brace post, and the fence wire shall be

removed or cut at the corner post. At other locations the fence openings shall be made by cutting the wires near one of the braced fence posts. In both the above cases, a gate shall be installed by the Contractor.

- C. The Contractor shall be held responsible for damage to crops, livestock, or other property caused by his failure to keep fences, gates, and gaps in proper condition. Damage claims resulting from the Contractor's negligence with respect to construction and maintenance and use of these gates, fences and gaps shall be the Contractor's full responsibility.
- D. The continuity of electric fences shall be maintained at all times.

05. **DAMAGES AND COMPLAINTS:**

- A. The Contractor shall provide protection which, in the opinion of the Owner, will prevent damage to the property, such as lawns, roads, fences, buildings, drains, bridges and pipelines by passage of his equipment, and shall assume sole responsibility for damages thereby incurred and shall notify the Owner immediately if and when damage occurs. The Owner shall be promptly notified of all pipelines that are broken by the Contractor's operations and immediate arrangements made for repairs. Damage to property shall be repaired to a condition that is as good or better than original.
- B. The Contractor shall promptly comply with all reasonable requests of the landowners and tenants relative to access to right-of-way and to general conduct of his work; however, he shall not enter into any agreements with property owners or tenants on other matters such as the saving of logs or firewood or the disposal of brush without prior approval of the Design Engineer. In cases of disagreement between any landowner or tenant and the Contractor, the Contractor shall notify the Design Engineer immediately and shall not perform any further operations against the objections of the property owner or tenant without prior approval of the Design Engineer.

06. **CLEARING AND GRUBBING:** Clearing and grubbing shall be performed in areas indicated and where required for construction. It shall include the complete removal and disposal of all brush, weeds, timber, stumps, rubbish and all other obstructions. All such material shall be removed to a depth of at least one foot below finished grade. In clearing and grubbing areas where excavation is done, all timber, roots, or stumps removed that are exposed by said excavation shall be removed to a depth of one foot below the excavated surface. Cost for clearing and grubbing shall not be paid directly but shall be included in the cost for pipe installation.

07. **DISPOSAL OF CLEARED AND GRUBBED MATERIAL:** All refuse from the clearing and grubbing operation shall be disposed by legal means.

08. PAVEMENT REMOVAL AND REPLACEMENT:

- A. Removal: When pipe is to be laid in or across existing paved streets, driveways, sidewalks and swales, the pavement shall be cut to true and neat lines as directed by the Engineer. Power driven cutting saws are preferred; pavement breakers driven by air compressors are acceptable if approved by the Engineer. All broken pavement shall be removed before trenching is started.

- B. Replacement: The pipe trench shall be backfilled with granular select material to within 8 inches of the pavement surface, compacted and finished per the plan details or as directed by the N.C. Department of Transportation. Base and sub-base shall be maintained in a workmanlike manner until the surface has been replaced in a manner consistent with the plans and specifications.
 - 1. Asphalt Replacement: The edges of the asphalt shall be neatly trimmed to a new face and mopped with asphalt cement. The asphalt surface shall be placed and thoroughly rolled to a smooth, dense surface true to adjacent areas of the street. The asphalt surface course shall consist of Type I-2 bituminous concrete surface course in accordance with North Carolina Department of Transportation Specifications.

 - 2. Concrete Replacement: Concrete replacement shall be performed in accordance with North Carolina Department of Transportation Standard Specifications for Roads and Structures, 1991, Sections 848-1 through 848-3 and 850-1 through 850-3.

Cut areas shall be maintained by the Contractor in a safe, passable condition until paved. Should the area create a dusty condition, the Contractor shall remedy this condition by the use of water or calcium chloride. Special care shall be given to the areas cut in traffic lanes and intersections by placing crushed stone and maintaining in a smooth condition at the Contractor's expense.

- C. Curb and Gutter Replacement: Existing curb and gutter removed, disturbed or destroyed by construction, shall be replaced or repaired in a manner consistent with North Carolina Department of Transportation Standard Specifications for Roads and Structures, 1991, Sections 846-1 through 846-3.

- D. State Highway Crossings: All construction related to state highway crossings shall be in full compliance with all requirements of the permit and to the satisfaction of the Department of Transportation.

- E. Culvert Replacement: All culverts that are damaged during construction shall be replaced in like size and material. Point repair on damaged culverts is not acceptable.

09. **RELATION OF WATER MAINS TO SEWERS:**

- A. **Lateral Separation of Sewers and Water Mains:** Water mains shall be laid at least 10 feet laterally, from existing or proposed sewers, unless local conditions or barriers prevent a 10-foot lateral separation in which case:
1. The water main is laid in a separate trench with the elevation of the bottom of the water main at least 18 inches above the top of the sewer; or
 2. The water main is laid in the same trench as the sewer with the water main located at one side on a bench of undisturbed earth, and with the elevation of the bottom of the water main at least 18 inches above the top of the sewer.
- B. **Crossing a Water Main Over a Sewer:** Whenever it is necessary for a water main to cross over a sewer, the water main shall be laid at such an elevation that the bottom of the water main is at least 18 inches above the top of the sewer, unless local conditions or barriers prevent an 18 inch vertical separation in which case both the water main and sewer shall be constructed of ferrous materials and with joints that are equivalent to water main standards for a distance of 10 feet on each side of the point of crossing. The Contractor shall receive approval in the field from the Engineer before payment will be made at ductile iron prices.
- F. **Crossing a Water Main Under a Sewer:** Whenever it is necessary for a water main to cross under a sewer, both the water main and the sewer shall be constructed of ferrous materials and with joints equivalent to water main standards for a distance of 10 feet on each side of the point of crossing. A section of water main pipe shall be centered at the point of crossing.

11. **ARCHAEOLOGICAL:** If the Contractor, during the prosecution of work, encounters an unidentified archaeological or other cultural resource within the work area, the Contractor shall immediately stop work and notify the appropriate authority.
12. **METHODS OF MEASUREMENT:** The quantities to be measured under this item shall consist of the number of square yards of pavement replaced. The quantity shall include 8 inches of stone base and 2 inches of I-2 asphalt surface course. For this contract, the maximum trench width used for final measurement shall be four (4) feet.

**CHATHAM COUNTY
WATER SYSTEM
DETAILED SPECIFICATIONS**

WATER MAIN CONSTRUCTION

SECTION 9: SEEDING/TURFING and EROSION CONTROL

01. **SCOPE:** This section shall include the furnishing of all labor, materials, equipment and incidental items to seed and establish a turf on all areas disturbed by the pipe laying operation.

All materials shall be of the best commercial quality available for the purposes specified.

02. **SEEDING:** Seed shall be furnished and sowed as follows:

Seeding and mulching shall be in accordance with Section 880 of the North Carolina Standard Specifications for Road and Structures. The following rates in pounds per acre shall apply:

Clay Soil:

100#	Kentucky 31 Tall Fescue or Alta Fescue
15#	Kenblue Bluegrass
500#	Fertilizer
4,000#	Limestone

** May 1 to August 31: Add 10# Kobe or Korean Lespedeza and 10# Millet.

** On cut and fill slopes 2:1 pr steeper add 30# Sericea Lespedeza from January 1 to December 31.

Quantities stated are in terms of total seed of the specified quantity. The two types of seed shall be mixed thoroughly prior to sowing.

All sowing of seed shall be completed within the time limit of the contract, or unless otherwise authorized by the Engineer. All seed shall be covered to an average depth of one-fourth (1/4) inch. Seeding mixtures in manicured areas or residential yards shall be consistent with the original vegetative condition.

03. **LIME:** The quality of lime and all operations in connection with the furnishing of this material shall comply with the requirements of the North Carolina Lime Law and regulations adopted by the North Carolina Board of Agriculture.

During the handling and storing, the lime shall be cared for in such a manner that it will be protected against hardening and caking. Any hardened or caked lime shall be pulverized to its original condition before being used.

Lime shall be applied at the rate of 4,000 lbs. per acre and mixed thoroughly with the topsoil, as the seedbed is prepared.

04. **FERTILIZER:** Applying Fertilizer - Fertilizer shall be distributed at the rate to provide 500 pounds per acre (Complete mix fertilizer - 10 parts nitrogen, 20 parts phosphoric acid and 20 parts potash), after topsoil is returned to the area and thoroughly mixed with the topsoil immediately before planting.
05. **ESTABLISHING TURF:** The establishment period shall continue for six (6) months from the date of seeding. The Contractor shall be responsible for maintenance, protection, repairing and resulting re-seeding and re-fertilization for six (6) months after initial seeding. No direct payment will be made for this work.
06. **MULCHING:** Where indicated on the plans or as described in encroachment agreements, mulch shall be applied as described herein. Prior to applying seed and mulch the graded area shall be free of sticks, twigs, rocks and other debris.

A. **Materials:**

1. **Mulch Material:** Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Low grade, musty, spoiled, partially rotted hay, straw, or other materials unfit for animal consumption will be acceptable. Mulch materials, which contain matured seed of species which would volunteer and be detrimental to the proposed overseeding or to surrounding farmland, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advance stage of decomposition as to smother or retard the planted grass, will not be acceptable.
2. **Straw:** Straw shall be the threshed plant residue of oats, wheat, barley, rye or rice from which grain has been removed as approved by the Engineer.
3. **Asphalt Binder:** Asphalt binder material shall conform to the requirements of AASHTO M140, Type SS-1, or RS-1 as appropriate.

- B. **Mulching:** Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch shall be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled and evenly applied on the area shown on the plans or designated by the Engineer. Straw shall be spread over the surface to a uniform thickness at the rate of three (3) tons per acre to provide a loose depth of not less than 1-1/2 inches nor more than three (3) inches. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one (1) inch or more than two (2) inches.

B. Securing Mulch: The mulch shall be held in place by asphalt binder on all slopes greater than 3 to 1 or as directed by the Engineer. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied.

C.

D. Care and Repair:

1. The Contractor shall care for the mulched area until final acceptance of the project.
2. The Contractor shall be required to, at his expense, repair or replace any mulching that is defective or becomes damaged until the project is finally accepted.
3. If the "Asphalt Spray" method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8.0 gallons per 1,000 square feet, or as directed by the Engineer, with a minimum of 6.0 gallons and a maximum of 10 gallons per 1,000 square feet, depending on the type of mulch and the effectiveness of the binder securing it. Bituminous binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than four (4) feet from the surface of the mulch and uniform distribution of the bituminous material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the bituminous material. "Asphalt Spray" shall not be applied on concrete driveways, curbing, retaining walls, planters, fire hydrants nor any other permanent structure.

07. MANICURED AREAS (SOD):

A. Scope: The goal of sodding, where specified, is to return disturbed manicured lawns to their original vegetative condition, and to return the area to an aesthetically pleasing environment.

Vegetative restoration (sodding or seeding) shall be done as the work progresses.

All existing ornamental grass stands (commercial or private lawns) may be carefully taken up, protected and replaced to their original condition or the Contractor may elect to install new sod of the same type. In most instances the areas requiring sod restoration should be readily determinable by the Contractor based on preconstruction conditions. Questionable areas shall be restored in the manner (sodded or seeded) determined by the Engineer to be appropriate.

Any area disturbed without Owner authorization will be restored by the Contractor at his own expense. In all cases the Contractor will guarantee a stand of grass over the entire area.

The work to be done to acquire the necessary vegetative cover shall include but is not specifically restricted to appropriate tilling of the area, the application of fertilizer and lime for areas to be seeded, placement of sod, or sowing of seed and placing of a straw mulch to hold the seed and soil in place until germination and growth occur.

After bringing the area to be sodded or seeded to proper grade, the entire area shall be tilled to a minimum depth of four (4") inches by disking, harrowing or other approved means.

Following tilling, all large debris and stones shall be removed to the satisfaction of the Engineer and the surface leveled.

The Contractor shall provide general care for the restored areas as soon as the sod has been laid (or seeded and mulched), and such care shall continue until final inspection and acceptance of the work. All restored areas shall be protected against traffic or other use by warning signs or barricades approved by the Engineer.

- B. Sodding: Sod furnished by the Contractor shall have good cover of living or growing grass. This shall be interpreted to include grass that is seasonally dormant during the cold or dry seasons and capable of renewing growth after the dormant period. All sod shall be obtained from areas where the soil is reasonably fertile and contains a turf relatively free of weeds or other undesirable foreign plants, large stones, roots, or other materials which might be detrimental to the development of the sod or to future maintenance. At least 70 percent of the plants in the cut sod shall be composed of the existing lawn species, and any vegetation more than six (6") inches in height shall be mowed to a height of (3") inches or less before sod is lifted. Sod, including the soil containing the roots and the plant growth showing above, shall be cut uniformly to a thickness not more than two (2") inches.

The sod shall be cut with approved sod cutters to such a thickness that after it has been transported and placed on the prepared bed, but before it has been compacted,

it shall have a uniform thickness of not less than two (2") inches. Sod sections or strips shall be cut in uniform widths, not less than ten (10") inches, and in lengths of not less than eighteen (18") inches, but of such length as may be readily lifted without breaking, tearing, or loss of soil. Where strips are required, the sod must be rolled without damage with the grass folded inside. The Contractor may be required to mow high grass before cutting sod.

The sod shall be transplanted within 24 hours from the time it is stripped, unless circumstances beyond the Contractor's control make storing necessary. In such cases, sod shall be stored in an unrolled condition, irrigated, and protected from exposure to air drafts and sun and shall be kept from freezing. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. Where the soil is too dry, permission to cut sod may be granted only after it has been watered sufficiently to moisten the soil to the depth the sod is to be cut.

Sodding shall be performed only during the seasons when satisfactory results can be expected. Frozen sod shall not be used and sod shall not be placed upon frozen soil. Sod may be transplanted during periods of drought with the approval of the Engineer, provided the sod bed is watered to moisten the soil to a depth of at least four (4") inches immediately prior to laying the sod.

The sod shall be moist and shall be placed on a moist earth bed. Pitchforks shall not be used to handle sod, and dumping from vehicles shall not be permitted. The sod shall be carefully placed by hand, edge to edge and with staggered joints, in rows at right angles to the slopes, commencing at the base of the area to be sodded and working upward. The sod shall immediately be pressed firmly into contact with the sod bed by tamping or rolling with approved equipment to provide a true and even surface, and insure knitting without displacement of the sod or deformation of the surfaces of sodded areas. Where the sod may be displaced during sodding operations, the workmen when replacing it shall work from ladders or treated planks to prevent further displacement. Screened soil of good quality shall be used to fill all cracks between sod sections. The quantity of the fill soil shall not cause smothering of the grass. Where the grades are such that the flow of water will be from paved surfaces across sodded areas, the surface of the soil in the sod after compaction shall be set approximately one (1") inch below the pavement edge. Where the flow will be over the sodded areas and onto the paved surfaces around the manholes and inlets, the surface of the soil in the sod after compaction shall be placed flush with pavement edges.

On slopes steeper than 1 vertical to 2 1/2 horizontal and in v-shaped or flat-bottom ditches or gutters, the sod shall be pegged with wooden pegs not less than twelve (12") inches in length and have a cross-sectional area of not less than 3/4 square inch. The pegs shall be driven flush with the surface of the sod.

Adequate water and watering equipment must be on hand before sodding begins, and sod shall be kept moist until it has become established and its continued growth assured. In all cases, watering shall be done in a manner which will avoid erosion from the application of excessive quantities and will avoid damage to the finished surface.

08. **INSTALLATION:** Permanent erosion control shall be performed as follows:

- A. All disturbed areas shall be dressed to typical sections and plowed to a depth of 5 inches. The top 2 inches shall be pulverized to provide a uniform seedbed. NOTE: Lime should be applied before plowing operation.
- B. Lime, seed, and fertilizer shall be applied with necessary equipment to give uniform distribution of these materials. The hand/bucket method is not acceptable. Following are rates and kinds of these materials to be applied per acre.
- C. Seeded area shall be cultipacked to firm seedbed and cover seed.
- D. Grain straw shall be applied over seeded areas as a mulch base. Ground shall not be visible when riding by a mulched area if proper application is achieved. Thick clumps of straw are not permissible as a uniform coverage is expected.
- E. Mulched area shall be tacked with asphalt where required to hold straw in place.
- F. Ditch treatment shall be used in areas where steep grades could cause ditch erosion. Use of jute mash, excelsior matting, or fiberglass roving is acceptable. Ditch treatment should be installed before mulching operation.
- G. The use of temporary erosion control measures shall be included to prevent siltation of waterways and adjacent property. The use of silt basins, brush barriers, and temporary seeding, and mulching, as needed is recommended.

09. **SEDIMENTATION AND EROSION CONTROL:** The Contractor is instructed to control sedimentation runoff by methods approved by the Engineer and OWNER during the course of construction of this project. The Contractor is reminded that all work shall meet all applicable requirements of the rules and regulations of erosion and sediment control as published by the Department of Natural Resources – Land Quality Section. The Contractor shall be responsible for adhering to the seeding and mulching requirements as contained in the Erosion and Sedimentation Control permit and/or the NCDOT Encroachment Agreement. If due to the size and location permits are not required then the Contractor shall comply with the items outlined in these Specifications. The construction sequence for sedimentation and erosion control is as follows:

- A. Begin pipe laying activity.
 - B. Road shoulders shall be seeded and mulched as per the specifications within 30 working days of pipe installation on all portions of the project. Approval of final grade for disturbed road shoulders must be received from North Carolina DOT District Engineer prior to seeding and mulching.
 - C. Install erosion control device as detailed in project plans as directed by the Engineer.
 - D. Call for on-site inspection by the sedimentation and erosion control inspector.
 - E. When construction is complete and all road shoulders are stabilized, call for inspection by the sedimentation and erosion control office.
 - F. When the site is approved, remove temporary silt fence and sediment basins and seed and mulch resulting disturbed areas.
 - G. When vegetation is established call for final site inspection.
10. **MOWING**: No mowing will be required.

**CHATHAM COUNTY
WATER SYSTEM
DETAILED SPECIFICATIONS**

WATER MAIN CONSTRUCTION

SECTION 10: DIRECTIONAL BORING - HDPE PIPE

01. **SCOPE:** This specification covers high-density polyethylene (PE 3408) pressure pipe intended for the transmission of potable water.

Unless otherwise noted, the materials listed below are acceptable to the Owner for use. Should the Contractor desire to use other materials not listed in these specifications, written permission must be obtained from the Owner's Engineer.

All material shall be free from defects impairing strength and durability and be of the best commercial quality for the purposes specified. It shall have structural properties sufficient to safely sustain or withstand strains and stresses to which it is normally subjected and be true to detail.

02. **SUBMITTALS:** The Contractor shall submit to the Engineer six (6) copies of all submittal data for review and/or approval. Submittals shall include at a minimum: (1) the manufacturer's name, (2) type of material, (3) ASTM, ANSI, AWWA or other quality standard and (4) pressure class. If the materials do not meet the quality standards specified, the submittals will be rejected and other materials submitted as specified. The Contractor must obtain approval of all pipe materials prior to commencing construction.

The Contractors shall submit to the Engineer four (4) copies of a certificate of inspection from the pipe manufacturer that the pipe supplied has been inspected at the plant and meets the requirements of these specifications.

03. **PIPE DELIVERY, STORAGE AND HANDLING:** Units shall be delivered, handled, and maintained in a manner to avoid damage to the pipe. The pipe shall be stored in an open area on high, well-drained land not subject to flooding, mud or other means of contamination.

04. **HIGH DENSITY POLYETHYLENE PIPE:**

- A. General: Materials used for the manufacturing of polyethylene pipe and fittings shall be PE 3408 High Density Polyethylene (HDPE) meeting the ASTM D3350 cell classification of 345434C.

The material used in the production of potable water pipe shall be approved by the National Sanitation Foundation (NSF).

- B. Pipe Thickness: The material shall have a minimum Hydrostatic Design Basis (HDB) of 1600 psi at 73°F when tested in accordance with PPI TR-3 and shall be listed in the name of the pipe and fitting manufacturer in PPI TR-4.

Polyethylene pipe shall be manufactured in accordance with AWWA C906 for sizes 4" through 54".

Permanent identification of piping service shall be provided by co-extruding longitudinal blue stripes into the pipes outside surface. The striping material shall be the same material as the pipe material except for color.

- C. Joints: Butt fusion or Electrofusion welded in accordance with ASTM D3261.

- D. Marking: The net weight, pressure class or nominal thickness, sampling period and manufacturer shall be marked on each pipe.

05. METHOD OF MEASUREMENT: Pipe shall be measured per linear foot, complete in place and accepted, including the furnishing of all labor, tools, materials, and equipment necessary for trenching, laying, jointing, testing, backfilling, connections to existing mains, and all other necessary incidentals.

**CHATHAM COUNTY
WATER SYSTEM
DETAILED SPECIFICATIONS**

WATER MAIN CONSTRUCTION

SECTION 11: DIRECTIONAL BORING - INSTALLATION

01. **SCOPE:** This section includes the installation of the discharge main by guided boring, including connecting to the existing discharge main. The Contractor will furnish all labor, components, materials, tools and appurtenances necessary or proper for the performance and completion of the contract.
- A. **General Description of Method:** Guided boring is a method of trenchless construction using a surface launched steerable drilling tool controlled from a mobile drilling frame, and includes a field power unit, mud mixing system and mobile spoils extraction system. The drilling frame is sited and aligned to bore a pilot borehole that conforms to the planned installation of the main. The drilling frame is set back from an access pit that has been dug (typically at the location of a proposed manhole or other appurtenance) and a high-pressure fluidjet toolhead that uses a mixture of bentonite clay and water is launched. Pits are normally dug at the start point and endpoint of the proposed pipe installation and are used to align the toolhead, attach other equipment, and to collect and remove excess spoils. Using an electronic guidance system, the toolhead is guided through the soil to create a pilot borehole. Upon reaching the endpoint joint, the toolhead is removed and a reamer with the product pipe attached is joined to the drill string and pulled back through the borehole. In large diameter installations, pre-reaming of the borehole will usually be done prior to attaching the product pipe for the final pullback. A vacuum spoils extraction system removes any excess spoils generated during the installation. The connections, manholes or other appurtenances are then completed at both the start point and endpoint locations and the surface restored to its original condition.
- B. **Qualifications:**
1. Guided boring Contractors will have actively engaged in the installation of pipe using guided boring for a minimum of three years.
 2. Field supervisory personnel employed by the Guided Boring Contractor will have at least three years experience in the performance of the work and tasks as stated in the contract document.
- C. **Submittals:**
1. Submit documentation showing three years of guided boring experience. Information must include, but not be limited to, date and duration of work,

location, pipe information (i.e., length, diameter, depth of installation, pipe material, etc.), project owner information, (i.e., name, address, telephone number, contact person), and the contents handled by the pipeline (water, wastewater, etc.).

2. Submit a list of field supervisory personnel and their experience with guided boring operations. At least one of the field supervisors listed must be at the site and be responsible for all work at all times when guided boring operations are in progress. Guided boring operations will not proceed until the resume(s) of the Contractor's field supervisory personnel have been received and reviewed by the Project Engineer.
3. Submit the following drawings and documents:
 - a. Working drawings and written procedure describing in detail the proposed method of installation. This will include, but not be limited to, size, capacity and setup requirements of equipment; location and siting of drilling and receiving pits; dewatering if applicable; method of fusion and type of equipment for joining pipe; type of cutting tool head; and method of monitoring and controlling line and depth. If the Contractor determines that modifications to the method and equipment as stated in the submittal is necessary during construction, the contractor will submit a plan describing such modifications, including the reasons for the modification.
 - b. Bentonite drilling mud products information (MSDS); special precautions necessary; method of mixing and application; and method of removing spoils.

D. Site Conditions:

1. Drilling operations must not interfere with, interrupt or endanger surface and activity upon the surface.
2. Contractor must comply with all applicable jurisdictional codes and OSHA requirements.
3. When rock stratum, boulders, underground obstructions, or other soil conditions that impede the progress of drilling operations are encountered, the Contractor and Engineer shall review the situation and jointly determine the feasibility of continuing drilling operations.

02. MATERIALS:

A. Material requirements:

1. Pipe and fittings.

- a. High Density Polyethylene Pipe (HDPE) and fittings will be used in accordance with the materials specifications. All additional appurtenances such as tees, gaskets, flange adaptors, etc. will meet the material specifications. The Contractor will supply the pipe and fittings and will include its price in the bid. All pipe installed by guided boring will be joined by an approved butt fusion or electrofusion technique according to the manufacturers specifications.
- b. HDPE pipe shall be produced from resins with a material designation PE3408, and a cell classification PE334434 as specified within ASTM D3350, and dimensions and workmanship as specified by ASTM F714. It will also meet the requirements of AWWA ASTM D3350. Pipe will be legibly marked at intervals of no more than five feet with the manufacturer's name, trademark, pipe size, HDPE cell classification, appropriate legend such as SDR 11, ASTM D3035, AWWA C901 or C906, date of manufacture and point of origin. Pipe not marked as indicated above will be rejected.

2. Drilling fluid.

- a. Drilling fluid will be a mixture of water and bentonite clay. The fluid will be inert. The fluid should remain in the tunnel to ensure the stability of the tunnel, reduce drag on the pulled pipe, and provide backfill with the annulus of the pipe and tunnel.
- b. Disposal of excess drilling fluid and spoils will be the responsibility of the Contractor who must comply with all relevant regulations, right-of-way, work space and permit agreements. Excess drilling fluid and spoils will be disposed at an approved location.
The Contractor is responsible for transporting all excess drilling fluid and spoils to the disposal site and paying any disposal costs. Excess drilling fluid and spoils will be transported in a manner that prevents accidental spillage onto roadways. Excess drilling fluid and spoils will not be discharged into sanitary or storm drain systems, ditches or waterways.

- c. Drilling fluid returns (caused by fracturing of formations) at locations other than the entry and exit points will be minimized. The Contractor will immediately clean up any drilling fluid that surfaces through fracturing. Clean up of excess drilling fluid shall be accomplished by the means mobile spoils removal equipment.
- d. Mobile spoils removal equipment capable of quickly removing spoils from entry or exit pits and areas with returns caused by fracturing will be present during drilling operations to fulfill the requirements of paragraphs b and c above. The Contractor shall not commence drilling operations without the presence of drilling fluid removal equipment. All excess drilling fluid shall be removed from the site(s).
- e. The Contractor will be responsible for making provisions for a clean water supply for the mixing of drilling fluid.
- f. The contractor shall contain all drilling fluids from the site until such time that the excess fluid may be removed from the site by mobile spoils removal equipment.
- g. At no time shall the contractor allow excess drilling fluids to drain into water bodies such as streams, rivers, lakes, wetlands etc..

03. **EXECUTION:**

A. **General:**

- 1. The Engineer shall be notified immediately if any obstruction is encountered that stops the forward progress of drilling operations.
- 2. Dewatering of pits and excavations must meet the general provisions and specifications for new water main construction in effect at Chatham County. The type of dewatering method will be at the option of the Contractor. When water is encountered, the Contractor must provide a dewatering system of sufficient capacity to remove water, keeping any excavations free of water until the backfill operation is in progress. Dewatering shall be performed in a manner that removal of soil particles are held to a minimum.

B. Preparation:

1. Excavate required pits in accordance with the working drawings.
2. The drilling procedures and equipment shall provide protection of workers, particularly against electrical shock. As a minimum, grounding mats, grounded equipment, hot boots, hot gloves, safety glasses and hard hats shall be used by crewmembers. The drilling equipment shall have an audible alarm system capable of detecting electrical current.
3. Removal of trees, landscaping, pavement or concrete shall be performed as specified.

C. Guided Boring Operations:

1. Equipment.

- a. The drilling equipment must be capable of placing the pipe within the limits indicated on the contract plans. The drilling equipment shall also be capable of 79,000 pounds of pull back force.
- b. Guided boring equipment shall consist of a surface launched steerable drilling tool controlled from a mobile drilling frame, and include a field power unit, mud mixing system and mobile spoils extraction system.
- c. The number of access pits shall be kept to a minimum and the equipment must be capable of boring the following lengths in a single bore. The guided boring system will have the capability of boring and installing a continuous run without intermediate pits of a minimum distance for the following pipe diameters:

<u>Product Pipe Size</u>	<u>Minimum Boring Distance</u>
1 - 1 ½ inches	500 feet
2 - 4 inches	450 feet
6 inches	400 feet
8 inches	350 feet
10 - 18 inches	300 feet

- d. The guidance system shall have the capability of measuring vertical (depth) position, horizontal position and roll. The guidance system must meet the following specifications in soft homogenous soils:

Accuracy

Vertical position:	± 1 inch at	18-96	inches of depth
	± 2 inches at	97-144	inches of depth
	± 4 inches at	145-180	inches of depth
	± 6 inches at	181-300	inches of depth
	± 10 inches at	301-480	inches of depth

Horizontal position:	± 2 inches at	18-96	inches of depth
	± 4 inches at	97-144	inches of depth
	± 6 inches at	145-180	inches of depth
	± 12 inches at	181-300	inches of depth
	± 24 inches at	301-480	inches of depth

- e. Equipment set-up requirements shall be prepared by the Contractor and submitted to the Engineer per the requirements as stated under "Submittals."
- f. Required Safety Equipment: During drilling operations all equipment shall be effectively grounded and incorporate a system that protects operating personnel from electrical hazards. The system shall be equipped with an audible alarm that can sense if contact is made with an energized electric cable. Proper operation of the alarm system will be confirmed prior to the drilling of each tunnel. All equipment will be connected to ground with a copper conductor capable of handling the maximum anticipated fault current. Crew members operating drilling equipment and handling rods will do so while standing on grounded wire mesh mats, ensuring that all equipment is grounded, and wearing hot boots, hot gloves, safety glasses and hard hats. Crewmembers operating handheld locating equipment will wear hot boots.
- g. Equipment set-up requirements and locations shall be determined by the Contractor and submitted to the Engineer per the requirements as stated under "Submittals."

2. Pilot Hole Boring.

- a. The entry angle of the pilot hole and the boring process will maintain a curvature that does not exceed the allowable bending radii of the product pipe.
- b. Alignment Adjustments and Restarts.

- (1) The Contractor shall follow the pipeline alignment as shown on the Drawings, within the specifications stated. If adjustments are required, the Contractor shall notify the Engineer for approval prior to making the adjustments.

3. Installing Product Pipe

- a. After the pilot hole is completed, the Contractor shall install a swivel to the reamer and commence pullback operations. Pre-reaming of the tunnel may be necessary and is at the option of the Contractor.
 - b. Reaming diameter will not exceed 1.5 times the diameter of the product pipe being installed.
 - c. The product pipe being pulled into the tunnel will be protected and supported so that it moves freely and is not damaged by stones and debris on the ground during installation.
 - d. Pullback forces will not exceed the allowable pulling forces for the product pipe.
 - e. The Contractor shall allow sufficient lengths of product pipe to extend past the termination point to allow connections to the diffuser assembly. Pulled pipe will be allowed 24 hours of stabilization prior to making tie-ins. The length of extra product pipe will be at the Contractor's discretion.
 - f. The contractor shall allow at a minimum of 20 linear feet of directional drilled pipe on each end of the installation. The additional pipe lengths shall be on a parallel plane with the existing grade at the point of connection to the Ductile Iron or PVC main.
- E. Clean-up: The Contractor shall maintain the work site in a neat and orderly condition throughout the period of work and after completing the work at each site, remove debris, surplus material and temporary structures erected by the Contractor. The site shall be restored to a condition equal to the existing condition prior to being disturbed.
- F. As-Builts: The Contractor shall provide to the Engineer a bore plan (boring log) to provide the as-built condition of the bore. This information shall include the pipe depth at intervals of 50 lf which shall indicate the horizontal alignment with respect to a horizontal baseline.

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
WORK SESSION
APRIL 04, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 9:35 AM on April 04, 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 9:35 AM.

Work Session

1. **Presentation by CORA**
2. **Recreation Presentation**
3. **Historical Marker for Simon Green Atkins (Resolution)**
4. **Capital Projects Discussion**

RECREATION PRESENTATION

This item was deferred until a later date.

HISTORICAL MARKER FOR SIMON GREEN ATKINS

The Chairman explained that the committee for the placement of the historical marker for Simon Green Atkins identified a site near the former location of the school that Atkins attended and at which he taught briefly before entering his distinguished career as educator and community leader; that the site appeared to be on property owned by the Liberty Chapel Church, from whom permission was requested to put up the marker; that they have been told that it is actually on the edge of the highway right-of-way; that to use this appropriate location would involve permission from the Department of Transportation; and that they are requesting the Board of Commissioners' help in obtaining this permission.

By consensus, the Board endorsed the location or a location close-by the original site for placement of the historical marker for Simon Green Atkins.

SILK HOPE WATER LINE

Tim Carpenter, Hobbs, Upchurch & Associates engineer, explained that they are continuing to negotiate with the contractors on the Silk Hope water line; that bids exceeded appropriations; and that they will follow-up with the Board of Commissioners for the next steps when negotiations are finalized.

BREAK

The Chairman called for a five-minute break.

PRESENTATION BY CORA

Roxane Gwyn, Board of Directors President, explained that Chatham OutReach Alliance (CORA) is an all volunteer organization dedicated to acquiring and distributing food to Chatham County residents who have a need for temporary community support to keep

themselves and their families fed. She stated that the federal government gives them food at no cost; that they have little choice in the food delivered to them; that the amount is based on the number of clients served; that the North Carolina Food Bank sells them groceries at fourteen cents per pound and gives them bread and produce at no charge; that the types and amount of food available vary greatly; that this food cannot begin to supply all the needs of their clients; that generous donations are made from the community and often secured through CORA-organized food drives; that all food is distributed by a volunteer staff at their food pantry in Pittsboro to Chatham County citizens in need; that they are able to provide seven days worth of basic food to a family up to four times per year; that their clients are from all towns and rural areas in the County; that all are screened and referred to CORA by Social Services; that they served twelve hundred families in 2002, fourteen hundred families in 2003, and almost two thousand families in 2004.

She stated that their food drives in 2004 brought in a total of approximately 16,000 non-perishable items; that they continually have difficulty in finding enough storage space to stock their food; that their storage resources were especially taxed during November and December when 7,856 non-perishables arrived at CORA; that it was imperative to find a storage facility for this food; that for the past two years, they have been fortunate that one of their provisioners has allowed them to temporarily store their overstock food at his home; that they are continually bringing food from this off-site facility to CORA to meet the needs of the increased number of clients which places an unacceptable burden on their volunteer man hours; that the off-site facility will no longer be available for their use by summer and they must find alternative storage space; that their main need is for space. She stated that they know that the Camp Street Building will not always be available; therefore, they sketched a "space needs" for the CORA Food Pantry including square feet/space needs. She thanked the Board for consideration of their request.

Commissioner Emerson applauded Ms. Gwyn for her efforts and encouraged her to communicate with the West Chatham Ministers Association and the Sandy Branch Baptist Association to coordinate efforts and supplement what they are doing.

CAPITAL PROJECTS DISCUSSION

The Finance Officer reviewed the Funding Priority Projects approved by the Board at their last meeting. She stated that the data used to calculate debt payments may change; that numerous assumptions were made in order to make projections; that cost of projects, timing, interest rates, and the Impact Fee availability (collection of fees and number of houses) were made. School capital projects for Siler City Elementary and Northeast Middle Schools were reviewed. Total debt, projected revenue, and projected surplus were evaluated.

Chairman Morgan moved, seconded by Commissioner Barnes, to give the schools permission to fund for Siler City Elementary, Jordan Matthews Cafeteria, Northeast Middle, Horton Renovations, and softball/tennis lights as described by the school's capital request. The motion carried five (5) to zero (0).

ORDINANCE AMENDING THE CHATHAM COUNTY EDUCATIONAL FACILITIES IMPACT FEE ORDINANCE

Chairman Morgan moved to adopt **An Ordinance Amending the Chatham County Educational Facilities Impact Fee Ordinance** to increase the Impact Fee to \$2,900 effective April 15, 2005.

After considerable discussion, Commissioner Emerson seconded the motion.

Chairman Morgan called the question. The motion carried four (4) to one (1) with Commissioner Barnes opposing. The ordinance is attached hereto and by reference made a part hereof.

The Finance Officer discussed other capital projects including Social Services (2005-06, 10 years), Phase I – Business Park (2005-06, 10 years), Central Carolina Community College – Siler City Campus (2006-07, 10 years), Central Carolina Community College – Pittsboro Campus (2007-08, 15 years), Pittsboro Library (2007-08, 15 years), Judicial Facility (2008-09, 15 years), and Phase II – Business Park.

By consensus, the Board asked that the above projects be projected in the upcoming budget.


Chairman Morgan moved, seconded by Commissioner Emerson, to approve the capital projects (see above) such that appropriate considerations can be made for projects with funding implications in the coming budget. The motion carried five (5) to zero (0).

The County Manager asked for Board clarification on installation of the new Impact Fees.

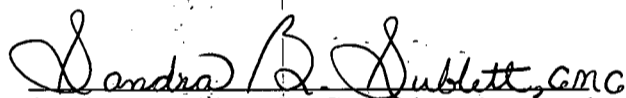
By consensus, the Board agreed that anyone applying for a building permit on April 15, 2005 would pay the increased Impact Fee.

ADJOURNMENT

Commissioner Outz moved, seconded by Commissioner Cross, to adjourn the meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 11:17 AM.


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
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P. O. BOX 87
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

AN ORDINANCE AMENDING THE CHATHAM COUNTY EDUCATIONAL FACILITIES IMPACT FEE ORDINANCE

WHEREAS, Chatham County has experienced substantial residential growth and development since the adoption of the Chatham County Educational Facilities Impact Fee Ordinance in October, 1999 and the various amendments thereto; and

WHEREAS, new residential development since the adoption of the Educational Facilities Impact Fee Ordinance has increased the burden upon existing public school facilities in Chatham County; and

WHEREAS, additional residential growth and development is anticipated that will further burden the limited resources of Chatham County in order to satisfy the increased demands for educational facilities; and

WHEREAS, the 2005 Impact Fee Update study prepared by Chatham County estimates the need for future public school facilities through the year 2010, estimates the construction cost thereof per additional student, and considers anticipated credits for future property and sales tax receipts; and

WHEREAS, residential growth in Chatham County since the Tischler Report and reasonably anticipated through 2010 is substantial throughout the County; and

WHEREAS, an educational facility impact fee is a significant expenditure and the Board of Commissioners desires to minimize the economic impact of such fees as much as possible while at the same time requiring new residential growth to more fairly share in the cost of providing reasonably anticipated new educational facilities; and

WHEREAS, the Board of Commissioners desires to accomplish said purpose by limiting the maximum impact fee for new residential growth; and

WHEREAS, the County has reviewed its 2005 review and the original Tischler study and methodologies utilized therein and is of the opinion that the formula fairly apportioning the cost of new facilities among those generating the need for such improvements should be modified as hereinafter set forth.

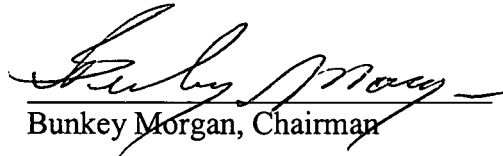
NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Chatham County as follows:

1. That the portion of Section III of the Chatham County Educational Facilities Impact Fee Ordinance entitled "School Impact Fees Imposed on New Residential Dwelling Units" and the Schedule of Public School Impact Fees Subparts A through F inclusive therein be deleted and the following inserted in lieu thereof:

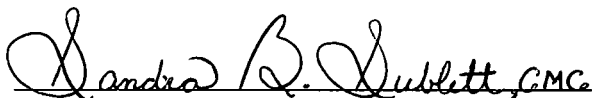
- A. For manufactured homes and single-family dwelling units the amount of the public school impact fee shall be \$2,900.00.
- B. For multi-family residential dwelling units, the amount of the public school impact fee shall be \$500.00 per residential unit.
- C. For each accessory dwelling unit the amount of the public school impact fee shall be \$500.00 in addition to the fee paid for the principal residential dwelling unit if constructed at the same time as the principal residential dwelling unit.
- D. For alterations to any non-residential structure that will convert it to a residential dwelling unit, the amount of public school impact fee shall be the same as set forth above.

2. This ordinance shall be effective on April 15, 2005 and new residential dwelling units applying for building permits on and after said date shall pay the impact fee set forth herein.

Adopted this 4th day of April 2005.


Bunkey Morgan, Chairman

ATTEST:


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

**MINUTES
CHATHAM COUNTY
BOARD OF COMMISSIONERS
WORK SESSION
APRIL 18, 2005**

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 April 18, 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 Chairman called the work session to order at 2:00 PM.

Work Session Agenda

1. **Planning Department's Response to CCEC Comments**
2. **Schools' Planning Funds**
3. **Houses for Sale**
4. **PA/Recording Equipment**
5. **Transportation Improvements Plan**
6. **Financial Consultant for Capital Projects**
7. **Cell Tower in Harper's Crossroads**
8. **Recreation Advisory Board Progress Energy R-O-W**
9. **Pittsboro Spray Fields**
10. **Water Committee Recommendations:**
 - Intakes East and West Side of Jordan Lake**
11. **Recreation Advisory Committee**

The County Manager reviewed the Work Session Agenda.

PLANNING DEPARTMENT

Keith Megginson, Planning Director referenced his written response to the Chatham Citizens for Effective Communities (CCEC) document entitled "Current Planning Review Process Dysfunctional-Needs Review and Revisions to Provide Fair, Predictable, and Adequate Deliberations". Board members asked questions and Rita Spina and Robert Eby of CCEC made comments concerning their document. The Board took no action on the issue.

TRANSPORTATION IMPROVEMENT PLAN

Jason Sullivan, Assistant Planning Director, gave an update on the Transportation Improvement Program for 2006-2012 for the North Carolina Department of Transportation project for Chatham County. He stated that the list did not include the projects within Chatham County in the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization and that the Board has until June 3, 2005 to submit comments to the NCDOT if there are any concerns. A copy of the Transportation Improvement Program (draft) 2006-2012, North Carolina Department of Transportation Division 8 is attached hereto and by reference made a part hereof.

SCHOOLS' PLANNING FUNDS

The County Manager explained that after the last Board discussion with regard to the school's capital projects, the next step was to get some feedback about the planning funds necessary to begin the process of formalizing the schools in terms of design, etc. He stated that the request from the schools is for \$1,540,000.00 to do all the work; and that the question before the Board is if they wish to fund it, and if so, how and from what source.

Chairman Morgan stated that he would like to see the Board proceed with the funding; that it should be taken from Impact Fees; and that the County Manager and Finance Officer work with the school board to disburse the funds as needed. He stated that he would like the Board's approval of the letter to be sent to Allen Zimmerman, School Board Chairman, requesting that the Board of Education provide assistance to ensure that the best project prices are received and to reduce costs in order to help the Board of Commissioners move forward on future projects.

By consensus, the Board agreed to send the letter. A copy is attached hereto and by reference made a part hereof.

Commissioner Barnes moved, seconded by Commissioner Cross, to take the funds from the Impact Fees to proceed with funding for the planning and design work under the supervision of the County Manager and Finance Officer. The motion carried four (4) to one (1) with Commissioner Outz opposing. A copy of the planning projects is attached hereto and by reference made a part hereof.

DECLARATION OF INTENT TO REIMBURSE

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve Declaration #2005-22A Of Official Intent to Reimburse, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

FINANCIAL CONSULTANT FOR CAPITAL PROJECTS

Commissioner Emerson moved, seconded by Commissioner Barnes, that the Financial Advisory Services Agreement expenditure with DEC Associates, Inc. be authorized to proceed with the stipulation that it not exceed \$35,000 and could be less than that amount. The motion carried five (5) to zero (0). The agreement is attached hereto and by reference made a part hereof.

HOUSES FOR SALE

The County Manager explained that he had been contacted about selling the three houses located across Chatham Street; that the County had previously planned to renovate the houses for office space, but now must either demolish or move the houses; that the County will have to follow a legal process of bidding, etc.; and that one is located on the Register of Historical Places and may require an additional course of action.

Commissioner Emerson moved, seconded by Commissioner Cross, to authorize the County Manager to proceed with negotiations to sell the three Trageser property houses and to return to the Board of Commissioners with details. The motion carried five (5) to zero (0).

PROGRESS ENERGY RIGHT-OF-WAY

The County Manager explained that Progress Energy is installing a new power line across Chatham County to their substation located close to Siler City; that the original right-of-way crosses a portion of the land where a County convenience center is located; that Progress Energy wants to re-establish a new right-of-way located in a different direction; that the new right-of-way would be better for the County because it is located behind the entrance and all the equipment; and that the County would negotiate to exchange one easement for another with Progress Energy.

Commissioner Emerson moved, seconded by Commissioner Outz, to authorize management to negotiate the exchange of one easement for another subject to review by the County Attorney. The motion carried five (5) to zero (0).

MULTI-FAMILY IMPACT FEE

Chairman Morgan explained that when he made the motion to change the Impact Fees, he did not include the "multi-family dwellings"; that in the past, it has been approximately one third the regular amount; and that he would like to do so and make it effective May 1, 2005.

Chairman Morgan moved, seconded by Commissioner Emerson, to adopt **An Ordinance Amending the Chatham County Education Facilities Impact Fee Ordinance** to increase the Impact Fee per multi-family dwellings to \$950 on May 1, 2005, to go into effect after Friday, April 29, 2005 at 5:00 PM. The motion carried five (5) to zero (0). The ordinance is attached hereto and by reference made a part hereof.

RECORDING EQUIPMENT

Chairman Morgan moved, seconded by Commissioner Emerson, to purchase a new digital recording system with wireless microphones, wireless mixer, and FTR recording software from Analog Digital Solutions, Inc. in the amount of \$8,979.00, not to exceed \$9,000.00, in lieu of the previously approved vendor, Bill Walden's Sound Systems. The motion carried five (5) to zero (0).

EMERGENCY OPERATIONS

Address Changes:

Tony Tucker, Emergency Operations Director, informed the Board that he had received notification from the Department of Transportation that the US #64 Bypass will remain as US #64 and that US #64 Business will remain as such; that approximately sixty residences and businesses will have to change their addresses; and that citizens may approach the Board with address change concerns.

Cell Towers:

Commissioner Cross stated that guide wires have proven to be unsafe; that they are incapable of standing in bad weather; that a 300' tower is not allowed in the ordinance; that the common sense aspect that "higher is better" is not true, especially for cell phone usage; and that lattice-type towers are more difficult to adapt to communications equipment. He agreed with the Planning Department that they need to wait until more information is available.

The Emergency Operations Director explained that they have steered away from the "guide towers" because it is easier to modify a free-standing tower; that the guide tower goes against the County ordinance; that they are looking at a 300', self-supporting tower with a 31' base for 911 radio systems; that it is supposed to be strong enough to handle all of the emergency services antennas, two separate cell phone antenna sites, and two solid 6' dishes for the State's Viper System; that the latest ballpark price is \$180,858.00; and that the grant is for \$104,000.00. He stated that if the County built a \$200,000.00 tower and used the \$104,000.00 grant money, the percentage pulled out-of-pocket to build the tower would use the same percentage of revenue from a cell user to reimburse the County for the amount spent; that the other money made, can still be collected but it has to be set aside with a yearly report sent to the Department of Justice as to the amount collected and how the County wishes to spend the money; and that it ultimately has to return for Homeland Security approval.

The Chairman asked Mr. Tucker to keep working on the project and update the Board as necessary.

BREAK

The Chairman called for a short break.

WATER UPDATE

Silk Hope Water Main Extension:

Will Baker, Chatham County Utilities Director, explained that the bids for the Silk Hope Water Main Extension were received and came in approximately \$250,000 over the anticipated budget; that as discussed with the Board of Commissioners, Hobbs, Upchurch & Associates were able to negotiate with the low bidder (Byrd Brothers Incorporated) to seek any potential savings on the bid amount; that they have done so and the determination by Byrd Brothers is that they are not willing to decrease the bid amount of the project. Mr. Baker explained that Hobbs, Upchurch & Associates' recommendation is that Chatham County officially reject all bids and re-bid the project with some modifications in the bid documents.

Hobbs, Upchurch & Associates proposed the following to help reduce the project costs:

1. Increase the contract time from 150 days to 180 days.
2. Separate the directional drilling across the Rocky River from the project and bid this portion independent of the water main.
3. Perform further investigation of the rock quantities (done). This will be revised from 2,500 cy to 750 cy.

Commissioner Emerson moved, seconded by Commissioner Cross, to reject all bids on the Silk Hope Water Main Extension and re-bid the project with some modifications in the bid documents. The motion carried five (5) to zero (0).

Commissioner Emerson moved, seconded by Commissioner Barnes, to authorize the project, to include increasing the contract time from 150 to 180 days, to separate the directional drilling across the Rocky River from the project and bid this portion independent of the water main, and to perform further investigation of the rock quantities from 2,500 cy to 750 cy. The motion carried five (5) to zero (0).

Group "B" – Pea Ridge Road Transmission Main:

Tim Carpenter explained that after the conversation with the SRF Review Engineer, the following outlines the items to be complete to receive "Readiness to Proceed" Status (bid project):

1. Public Water Supply's Capacity Development Engineer is currently reviewing the Water System Management Plan (WSMP). The WSMP is a document that outlines the County's ability to operate the water system. This plan was required to be updated as a condition to the FONSI for the Environmental Assessment. A draft letter outlining a few items has been received that the State would like to see included.

- a. Current staffing at the WTP
- b. Status of public notifications for 2004 violations
- c. Description of management's plans to retain employees

2. These items have been discussed with Will Baker and they are now in the process of answering these questions.

3. Bidding the project: After a conversation, the PWS – SRF Review Engineer offered the following:

- a. Approval of the WSMP
- b. Submittal and approval of the Project Application to Local Government Commission (this is done by the SRF Staff).
- c. Ready to proceed (bid project)

He stated that in his conversation with the SRF review engineer, it is possible that Chatham County could proceed with advertising the project at the County's own risk; that funds are not officially available until such time that LGC approves the project application; that the items discussed in numbers 1 and 2 above will take less than a week to get to PWS; that approval may take an additional week; that the project will need to get on LGC's schedule for final approval; that they are unsure of the time frame for this meeting but anticipate it could be within a month of the approval of the WSMP.

WATER ADVISORY COMMITTEE RECOMMENDATIONS

Expansion of Water Plant:

Mr. Carpenter explained that two options were presented to the Water Advisory Committee at their last meeting and that one was to be a three million gallon per day expansion and the other was for a four million gallon per day expansion. He presented a general layout of the proposal, including the existing plant and expanded plant. He stated that there would be a new clear well, new pump station, and either a new three or four million gallon per day clarifier; that the filter arrangement is a little different than the one the County presently has; that these are more pleasing to the State and Public Water Supply; that the estimated project costs on the four million gallon plant are \$6.7 million; that the estimated project costs on the three million gallon plant are \$6.2; that for an additional half million dollars, the County could build a four million gallon plant instead of a three million gallon plant; that the County currently has an allocation of 6mgd from Jordan Lake; and that the raw water pump station will allow the County to draft up to ten million gallons per day provided the County has that allocation from the Water Resources and the Corps.

Bill Lowery, Chairman of the Water Advisory Committee, informed the Board that the committee had recommended the four million gallons expansion option.

After considerable discussion, Commissioner Emerson moved, seconded by Commissioner Barnes, to authorize the design phase of the larger four million gallon water plant. The motion carried five (5) to zero (0).

By consensus, the Board authorized the Chairman to sign the previously approved contracts.

RECREATION ADVISORY COMMITTEE

Alan Baddour, Recreation Advisory Board Chairman, made a presentation on the recreation capital request. He stated that a plan is needed for using the Recreation Exaction Fee; that most of the CIP recreation projects were put on hold including three community parks, the American Tobacco Trail, completion of the Southwest Park, and resurfacing the Pittsboro tennis courts; that the only legitimate use for the exaction fee is for recreation and parks facilities (capital improvements and new facilities); that funds should be spent within a reasonable time period; that the current balance is as follows (excluding interest):

Northwood:	\$435,081
Jordan-Matthews	14,888
Chatham Central	12,761 (to be used for Southwest Park)

Mr. Baddour stated that existing funds could complete Bells Landing, the County's portion of the American Tobacco Trail, and the Pittsboro tennis courts with \$165,081 left over; and that over the next ten years, the County should collect \$2.9 million in additional fees from already approved developments for the Northwood district

American Tobacco Trail:

A 4.5 mile section of the American Tobacco Trail located in Chatham County could be developed; that planning would occur in fiscal year 2006; that construction would occur in fiscal year 2007; that the project cost would be \$1,100,000; and that funding would come from a federal grant and recreation exaction fee.

Bells Landing Park:

The Bells Landing Park facility would include educational trails, roads, parking areas, entrance sign, and interpretive signage; that planning would occur in fiscal year 2005; that construction would occur in fiscal year 2006; that the project cost would be \$231,250; and that funding would come from the Recreation Exaction Fee and PARTF grant.

Southwest Community Park:

The Southwest Community Park estimated completion date would be June 30, 2005 at a cost of \$529,500; that it would be funded from a \$250,000 State grant, timber revenue, Recreation Exaction Fee, and \$250,000 general fund; that a restroom facility could be constructed in fiscal year at a cost of \$36,000; that basketball and tennis courts could be constructed in fiscal year 2007 at a cost of \$92,000; and that funding would come from the general fund.

System of Community Parks:

The Recreation Advisory Board recommends funding community parks in the remaining portions of the County: northwest, northeast, and southwest; that this is based on the 1999 Master Plan; that timing should depend on available land, etc.; and that funding would come from general fund (\$330,000 for northwest), Recreation Exaction Fee (\$1,092,000), and grants (\$750,000).

Pittsboro Court Restoration:

The Recreation Advisory Board recommends assisting the Town of Pittsboro in restoring its tennis and basketball courts; that funding would occur in fiscal year 2006 (requested in fiscal year 2005); that projected costs to the County would be \$35,000; and that funding would come from the Recreation Exaction Fee.

Mr. Baddour stated that an additional \$458,000 would have to come from the general fund (\$250,000 has already been spent for the Southwest Park); that the Recreation Exaction Fee and grants would cover the remaining costs; that they would urge the Board to commit no more funding to the Southwest Park until community fundraising is encouraged; that they would recommend proceeding with obtaining grants for community parks, but not approving the proposed schedule; and that the Pittsboro tennis courts project be held pending a joint meeting with the Town of Pittsboro. He stated that most grant sources view projects included in an approved CIP more favorably; that a plan is needed for spending the Recreation Exaction Fee; and recreation benefits the County in economic development and in the health of the community.

The Board asked for hard copies of the presentation.

WATER WITHDRAWAL AGREEMENT

Commissioner Emerson moved, seconded by Commissioner Outz, to approve an extension of the Water Withdrawal Agreement between Colvard Farms Development Company, LLC and Chatham County until May 15, 2005. The motion carried five (5) to zero (0).

BOARDS AND COMMITTEES

Adult Care Home Committee Appointments: Consideration of a request to appoint/reappoint two members to the Adult Care Home Committee by Commissioner Emerson (1) and the Board (1)

Commissioner Emerson moved, seconded by Chairman Morgan, to appoint Christine Degraffenreidt, 298 Emerson Cook Road, Pittsboro, NC, to the Adult Care Home Committee. The motion carried five (5) to zero (0).

Chairman Morgan moved, seconded by Commissioner Emerson, to reappoint Dr. Melyn Brockstein, 39525 Glenn Glade, Chapel Hill, NC, to the Adult Care Home Committee. The motion carried five (5) to zero (0).

Home and Community Block Grant Appointments: Consideration of a request to appoint/reappoint two members to the Home and Community Block Grant by Commissioner Outz (1) and the Board (1)

Chairman Morgan moved, seconded by Commissioner Emerson, to appoint Laura Young, 201 Cedar Run Road, Pittsboro, NC, to the Home and Community Block Grant Committee. The motion carried five (5) to zero (0).

Commissioner Outz deferred his appointment until a later date.

Human Relations Committee Appointments: Consideration of a request to appoint/reappoint two members to the Human Relations Committee by Commissioner Outz (1) and Commissioner Barnes (1)

Commissioner Outz deferred his appointment until a later date.

Commissioner Barnes deferred his appointment until a later date.

Recreation Advisory Board Appointment: Consideration of a request to appoint/reappoint a member to the Recreation Advisory Board by Commissioner Outz (1)

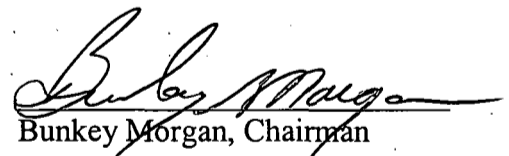
Commissioner Outz moved, seconded by Commissioner Emerson, to appoint Jennifer Sipe, 225 Lake Stone Estates, Pittsboro, NC, to the Recreation Advisory Board. The motion carried five (5) to zero (0).

Rural Community Assistance:

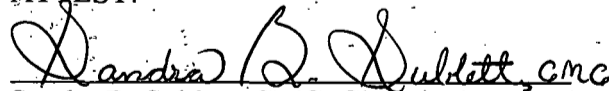
Commissioner Emerson moved, seconded by Commissioner Cross, to commit matching funds in the amount of \$4,000 for the Rural Community Assistance. The motion carried five (5) to zero (0).

RECESS

Commissioner Cross moved, seconded by Commissioner Barnes, that the meeting be recessed to the regularly scheduled Board of Commissioners' meeting in the District Courtroom. The motion carried five (5) to zero (0), and the meeting was recessed at 4:59 PM.


Bunkey Morgan, Chairman

ATTEST:


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

TRANSPORTATION

IMPROVEMENT

DRAFT

PROGRAM

2006 – 2012

North Carolina Department of Transportation

Division 8

TRANSPORTATION PROGRAMS

COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YEARS COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
NC 00	R-0000 *	I-40 TO HOMETOWN. WIDEN ROADWAY TO A FOUR LANE DIVIDED FACILITY WITH A BYPASS ON NEW LOCATION.	15.3	24150	250	PLANNING/DESIGN RIGHT OF WAY CONSTRUCTION	(T) (NHS)	4550 19350	IN PROGRESS SFY 07 FFY 09

LOCATION Highway Program Route Number Listed in order of I, US, NC, SR, CITY or NEW ROUTE
Transit Program City, County and System

ID NO. INDICATES INTRASTATE PROJECT
IDENTIFICATION NUMBER Assigned to each project at conception and remains with project until completion.

DESCRIPTION Project termini and a general description of work.

LENGTH OF PROJECT IN MILES

TOTAL ESTIMATED COST OF PROJECT IN THOUSANDS OF DOLLARS Cost shown in current dollars.

PRIOR YEARS COST IN THOUSANDS OF DOLLARS Equals authorized funding for projects in previous years.

WORK TYPES Phase of project implementation.

FUNDING The category of funds programmed for right of way and construction (See funding key). Funding source not shown for Planning/Design.

SCHEDULE Current status of project phase or proposed schedule. If work type is not shown, phase is complete or not applicable.

ESTIMATED COST Right of way and construction cost estimates by funding category in current dollars (may include more than one funding type).

KEY TO HIGHWAY, AVIATION, FERRY AND PASSENGER RAIL FUNDING SOURCES

APD Appalachian Development	FLP Federal Lands Program	PLF Personalized Auto License Plate Fund
BI Bond Intrastate	HES High Hazard Safety	RR Rail/Highway Safety
BIA Bureau of Indian Affairs	HP Federal-Aid High Priority	S State Construction
BL Bond Loop	I Interstate	SBG Scenic Byway Grant
BRGI Bridge Inspection	IM Interstate Maintenance	SF Ferries
C City	NFA Bridge Replacement Off-Federal-Aid System	SG Safety Grant
CMAQ Congestion Mitigation Air Quality	NFAM Municipal Bridge Replacement Program	STP Surface Transportation Program
DP Discretionary or Demonstration	NHS National Highway System	STPE Surface Transport. Program, Enhancement
FA Bridge Replacement On-Federal-Aid System	NRT National Recreational Trails Grant	T Highway Trust Fund
	O Other	

KEY TO PUBLIC TRANSPORTATION FUNDING SOURCES

CMAQ Congestion Mitigation Air Quality	FUZ Urbanized Area Formula Program	RIMA Regional and Inter-City Maintenance Assist.
FBUS Capital Program – Bus Earmark	JARC Job Access and Reverse Commute	RTCH Technology-Computer/Software Assistance
FCF Clean Fuel Formula	RTAP Rural Transit Assistance Program	SFCP State Facility Capital Assistance
FED Federal	STP Surface Transportation Program	SMAP State Maintenance Assistance Program
FEPD Elderly and Persons with Disability	CACT Capital Assistance - Community Transportation	S(R) State - Public Transportation
FMPL Metropolitan Planning	EDTAP Elderly and Disability Transportation	STAT Statewide
FNS Capital Programs – New Start	HSTM State Administrative Assist. - Human Services	STCP State Transit Capital Program
FNU Rural and Small Area	OAWF Operating Assistance - Work First/Employment	UTCH Tech.-Computer-Software Purchase - Urban
FSPR State Planning and Research	RGP State Maint. Assist. - Community Transp. Sys.	L Local Share

FUNDING SOURCE MAY CHANGE TO ACCOMMODATE REVENUE VARIATIONS

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

CHATHAM COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
RURAL PROJECTS									
US 15-501	R-0942	PROPOSED PITTSBORO BYPASS (R-2219) TO CHAPEL HILL BYPASS. WIDEN TO MULTI-LANES.	12.8	75403	75403	PART COMPLETE - PART UNDER CONSTRUCTION			
US 15-501	R-2628	PITTSBORO, NC 87 TO US 64. TWO LANES ON MULTI-LANE RIGHT OF WAY, NEW LOCATION.	5.3	34800	1500	RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	4800 28500	POST YEARS POST YEARS
US 64-NC 49	R-4469	US 64, I-40 AT RALEIGH TO I-40 NEAR STATESVILLE AND NC 49, US 64 AT ASHEBORO TO CHARLOTTE. PILOT STUDY TO IDENTIFY MEASURES FOR CONTROLLING ACCESS AND OPTIMIZING INTERSECTION EFFICIENCY TO PROTECT TRAFFIC-CARRYING CAPACITY OF ROADWAY.		1600	1600	SCHEDULED FOR CORRIDOR PLANNING STUDY ONLY, PRE-TIP PROJECT			
US 421	R-2610 *	FOUR LANES AT GULF TO THE SILER CITY BYPASS. WIDEN TO MULTI-LANES.	12.5	38894	4250	PLANNING/DESIGN RIGHT-OF-WAY MITIGATION CONSTRUCTION	T T	2544 32100	IN PROGRESS PART IN ACQUISITION SFY 05 SFY 05
US 421, US 15-501, US 64, US 74, US 220, US 311, US 401, US 1, AND NC 49	R-4425	NATIONAL HIGHWAY SYSTEM GUARDRAIL REHABILITATION. UPGRADE SUBSTANDARD GUARDRAIL, END TREATMENTS AND BRIDGE ANCHOR UNITS.		1400		CONSTRUCTION	NHS	1400	FFY 08
NC 87	R-4754	NC 902 NORTH TO THE ALAMANCE COUNTY LINE. WIDEN AND REPLACE BRIDGE NO. 61.				PROGRAMMED FOR PLANNING AND ENVIRONMENTAL STUDY ONLY			
NC 87	R-4901	NC 902 TO THE ALAMANCE COUNTY LINE. WIDEN TO MULTI-LANES.				PROGRAMMED FOR PLANNING AND ENVIRONMENTAL STUDY ONLY			
NEW ROUTE	R-3325	SILER CITY AIRPORT TO US 421. TWO LANES ON NEW LOCATION.	4.9	15354	554	RIGHT-OF-WAY RIGHT-OF-WAY CONSTRUCTION CONSTRUCTION UNFUNDED PROJECT	S STP S STP	600 1100 3800 9300	POST YEARS POST YEARS POST YEARS POST YEARS
NEW ROUTE	R-3617	SILER CITY INNER LOOP, SR 2113 (SOUTH CHATHAM AVENUE) AT COLLEGE STREET TO US 64 (EAST ELEVENTH STREET). TWO LANES ON MULTI-LANE RIGHT OF WAY, NEW LOCATION.	2.3	8100		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	2500 5600	POST YEARS POST YEARS
URBAN PROJECTS									
DURHAM CHAPEL HILL	U-3475	DCHC UNIFIED PLANNING WORK PROGRAM SUPPLEMENT.		3225	825	CONSTRUCTION CONSTRUCTION IN PROGRESS	STP O	1928 472	FFY 05 06 07 08 09 10 11 12 FFY 05 06 07 08 09 10 11 12
VARIOUS	U-4726	DCHC URBAN AREA BICYCLE AND PEDESTRIAN ALLOCATION.		2250	250	CONSTRUCTION CONSTRUCTION IN PROGRESS	STP O	1600 400	FFY 05 06 07 08 09 10 11 12 FFY 05 06 07 08 09 10 11 12

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

CHATHAM COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
URBAN PROJECTS									
VARIOUS	U-4727	DCHC URBAN AREA PLANNING ALLOCATION		2040	40	CONSTRUCTION CONSTRUCTION IN PROGRESS	STP O	1600 400	FFY 05 06 07 08 09 10 11 12 FFY 05 06 07 08 09 10 11 12
FEDERAL BRIDGE PROJECTS									
NC 42	B-4459	BUCKHORN CREEK. REPLACE BRIDGE NO. 56		755	150	RIGHT-OF-WAY CONSTRUCTION	FA FA	55 550	FFY 08 FFY 09
NC 902	B-4063	SANDY BRANCH. REPLACE BRIDGE NO. 20		1375		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	75 1150	FFY 06 FFY 07
SR 1100	B-3633	LITTLE BRUSH CREEK. REPLACE BRIDGE NO. 247		936	936	UNDER CONSTRUCTION			
SR 1102	B-4728	BRUSH CREEK. REPLACE BRIDGE NO. 251		550		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	50 500	FFY 08 FFY 09
SR 1303	B-4729	PRONG OF ROCKY RIVER. REPLACE BRIDGE NO. 306		825		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	75 750	FFY 09 FFY 10
SR 1520	B-4064	BROOKS CREEK. REPLACE BRIDGE NO. 95 WITH CULVERT.		1280	100	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	80 1100	FFY 06 FFY 07
SR 1525	B-3824	FERRELL'S CREEK. REPLACE BRIDGE NO. 88		1022	140	RIGHT-OF-WAY RIGHT-OF-WAY CONSTRUCTION	NFA NFA	32 850	IN ACQUISITION FFY 06 FFY 07
SR 1549	B-4730	TERRELL CREEK. REPLACE BRIDGE NO. 108		825		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	75 750	FFY 08 FFY 09
SR 1916	B-4461	SHADDOX CREEK. REPLACE BRIDGE NO. 10		970	200	RIGHT-OF-WAY CONSTRUCTION	FA FA	70 700	FFY 07 FFY 08
SR 2159	B-4731	BRANCH OF ROCKY RIVER. REPLACE BRIDGE NO. 129		550		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	50 500	FFY 08 FFY 09
SR 2165	B-3825	LANDRUM CREEK. REPLACE BRIDGE NO. 325		630	630	UNDER CONSTRUCTION			
SR 2170	B-4065	MEADOWS CREEK. REPLACE BRIDGE NO. 142		830	100	RIGHT-OF-WAY CONSTRUCTION PURCHASE ORDER CONTRACT (POC)	NFA NFA	5 725	FFY 05 FFY 06

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

CHATHAM COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
FEDERAL BRIDGE PROJECTS									
VARIOUS	B-4908	ENVIRONMENTAL MITIGATION FOR BRIDGE PROJECTS IN DIVISION 8.		2319	2309	MITIGATION IN PROGRESS	FA	10	FFY 07
ENHANCEMENT PROJECTS									
PITTSBORO	E-4548	CONSTRUCT SIDEWALKS AND CURB AND GUTTER ALONG US 15-501 (SANFORD HIGHWAY) AND ALONG SR 1701 (THOMPSON STREET), US 15-501 TO DR. MARTIN LUTHER KING JR. DRIVE WITH CONNECTIONS TO US 64.		160	160	UNDER CONSTRUCTION			
	E-2921F	AMERICAN TOBACCO RAIL TRAIL. DURHAM COUNTY LINE TO WAKE COUNTY LINE. CONSTRUCT A MULTI-PURPOSE TRAIL.		1396		CONSTRUCTION CONSTRUCTION	DP STP	496 900	FFY 06 FFY 06
HIGH HAZARD PROJECTS									
US 1	W-4827	SOUTH OF SR 1237 (MILE POST 8.91) IN LEE COUNTY THROUGH CHATHAM COUNTY TO THE WAKE COUNTY LINE. INSTALL MILLED RUMBLE STRIPS ALONG INSIDE AND OUTSIDE SHOULDERS.	20.6	150		CONSTRUCTION	HES	150	FFY 06
US 421	W-4828	EXIT 168 IN CHATHAM COUNTY TO NC 49 IN RANDOLPH COUNTY. INSTALL MILLED RUMBLE STRIPS ALONG INSIDE AND OUTSIDE SHOULDERS.		125		CONSTRUCTION	HES	125	FFY 06

PUBLIC TRANSPORTATION PROGRAM

CHATHAM COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
PUBLIC TRANSPORTATION PROJECTS									
CHATHAM COUNTY	TJ-4918	PROVIDE OPERATING ASSISTANCE TO COUNTIES AND COMMUNITY TRANSPORTATION SYSTEMS TO MEET WORK FIRST AND EMPLOYMENT TRANSPORTATION NEEDS.		12		OPERATIONS	OAWF	12	FFY 06 07
CHATHAM COUNTY	TL-4918	PROVIDE OPERATING ASSISTANCE FOR ADDITIONAL TRANSPORTATION SERVICES TO THE ELDERLY AND DISABLED.		98		OPERATIONS	EDTAP	98	FFY 06 07
CHATHAM COUNTY	TR-4918	PROVIDE MAINTENANCE ASSISTANCE FOR COMMUNITY TRANSPORTATION SYSTEMS TO SERVE THE RURAL GENERAL PUBLIC.		66		OPERATIONS	RGP	66	FFY 06 07

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

HOKE COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
<u>RURAL PROJECTS</u>									
US 401	R-3333	US 401 BUSINESS NORTH OF LAURINBURG TO US 401 BUSINESS EAST OF RAEFORD. WIDEN TO MULTI-LANES.	20.7	76250	1000	RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	NHS NHS	11150 64100	POST YEARS POST YEARS
US 421, US 15-501, US 64, US 74, US 220, US 311, US 401, US 1, AND NC 49	R-4425	NATIONAL HIGHWAY SYSTEM GUARDRAIL REHABILITATION. UPGRADE SUBSTANDARD GUARDRAIL, END TREATMENTS AND BRIDGE ANCHOR UNITS.		1400		CONSTRUCTION	NHS	1400	FFY 08
NC 211	R-2592	US 15-501 IN ABERDEEN TO SR 1244 IN RAEFORD. WIDEN TO MULTI-LANES.	15.8	69000		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	10500 58500	POST YEARS POST YEARS
<u>URBAN PROJECTS</u>									
RAEFORD	U-3816	PALMER STREET EXTENSION, NC 211 AT SR 1149 TO NC 20 AT SR 1403. TWO LANES ON NEW LOCATION.	0.9	4340	100	PLANNING/DESIGN RIGHT-OF-WAY CONSTRUCTION	STP STP	240 4000	IN PROGRESS FFY 06 FFY 08
<u>FEDERAL BRIDGE PROJECTS</u>									
US 401	B-4273	LUMBER RIVER. REPLACE BRIDGE NO. 47		3050	300	RIGHT-OF-WAY CONSTRUCTION	FA FA	100 2650	FFY 07 FFY 08
SR 1203	B-4967	LUMBER RIVER. REPLACE BRIDGE NO. 8		2750		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	250 2500	FFY 11 FFY 12
SR 1422	B-4152	PUPPY CREEK. REPLACE BRIDGE NO. 53		885	135	CONSTRUCTION	NFA	750	FFY 06
SR 1432	B-4550	ROCKFISH CREEK. REPLACE BRIDGE NO. 41 AND BRIDGE NO. 42		1350	150	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	100 1100	FFY 07 FFY 08
VARIOUS	B-4908	ENVIRONMENTAL MITIGATION FOR BRIDGE PROJECTS IN DIVISION 8.		2319	2309	MITIGATION IN PROGRESS	FA	10	FFY 07
<u>PASSENGER RAIL PROJECTS</u>									
SR 1406 ROCKFISH ROAD	Z-3608A	NEAR DUNDARRACH AT ABERDEEN AND ROCKFISH RAILROAD CROSSING 847 356A. SAFETY IMPROVEMENTS.		773	773	FUNDED - CONSTRUCTION NOT AUTHORIZED			

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

PUBLIC TRANSPORTATION PROGRAM

HOKE COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
<u>PUBLIC TRANSPORTATION PROJECTS</u>									
HOKE COUNTY	TJ-4946	PROVIDE OPERATING ASSISTANCE TO COUNTIES AND COMMUNITY TRANSPORTATION SYSTEMS TO MEET WORK FIRST AND EMPLOYMENT TRANSPORTATION NEEDS.		12		OPERATIONS	OAWF	12	FFY 06 07
HOKE COUNTY	TL-4946	PROVIDE OPERATING ASSISTANCE FOR ADDITIONAL TRANSPORTATION SERVICES TO THE ELDERLY AND DISABLED.		84		OPERATIONS	EDTAP	84	FFY 06 07
HOKE COUNTY	TR-4946	PROVIDE MAINTENANCE ASSISTANCE FOR COMMUNITY TRANSPORTATION SYSTEMS TO SERVE THE RURAL GENERAL PUBLIC.		56		OPERATIONS	RGP	56	FFY 06 07

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

LEE COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
RURAL PROJECTS									
US 1	R-0210 *	NORTH OF LAKEVIEW TO FOUR LANES AT SR 1180 SOUTH OF SANFORD. WIDEN TO FOUR LANES, PART ON NEW LOCATION.	12.4	73058	73058	UNDER CONSTRUCTION			
US 1-15-501	R-4742	US 1-15-501, SOUTH OF SR 1157 (HICKORY HOUSE ROAD) TO SR 1333; SR 1303 (CENTER CHURCH ROAD), SR 1305 (HENLEY ROAD) TO US 1-15-501; NC 78, US 1-15-501 TO EAST OF SR 1156.		16600		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	NHS NHS	2100 14500	POST YEARS POST YEARS
US 421-NC 87	R-2417 *	SANFORD BYPASS, WEST OF SR 1400 TO NC 87 WEST OF SR 1138. MULTI-LANE FREEWAY ON NEW LOCATION.	11.0	174153	70370	PLANNING/DESIGN RIGHT-OF-WAY MITIGATION RIGHT-OF-WAY CONSTRUCTION PART UNDER CONSTRUCTION	T T T	6943 11280 85560	IN PROGRESS PART IN ACQUISITION SFY 05 SFY 06 SFY 05 08
US 421, US 15-501, US 64, US 74, US 220, US 311, US 401, US 1, AND NC 49	R-4425	NATIONAL HIGHWAY SYSTEM GUARDRAIL REHABILITATION. UPGRADE SUBSTANDARD GUARDRAIL, END TREATMENTS AND BRIDGE ANCHOR UNITS.		1400		CONSTRUCTION	NHS	1400	FFY 08
NC 42 AND SR 1579	R-3830	NC 42, US 421 (HORNER BOULEVARD) IN SANFORD TO SR 1579 AND ALONG SR 1579, NC 42 (AVENTS FERRY ROAD) TO SR 1538 (BUCKHORN AVENUE) IN BROADWAY. WIDEN TO THREE LANES WITH TURN LANES AT SR 1523, SR 1529 AND SR 1579.	3.1	14700		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	5500 9200	POST YEARS POST YEARS
NC 78	R-3831	WEST OF SR 1157 (HICKORY HOUSE ROAD) TO WEST OF SR 1001. WIDEN TO THREE LANES.	1.8	5500		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	1900 3600	POST YEARS POST YEARS
URBAN PROJECTS									
BROADWAY	U-3602	SR 1579 NORTH MAIN STREET, HARRINGTON AVENUE TO HUNTER STREET. WIDEN TO THREE LANES WITH CURB AND GUTTER AND SIDEWALKS.	0.6	1550		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	200 1350	POST YEARS POST YEARS
SANFORD	U-2565	SR 1515 (THIRD STREET EXTENSION), SR 1560 (WEATHERSPOON STREET) TO US 1 BUSINESS (HAWKINS AVENUE). MULTI-LANES ON NEW LOCATION.	0.5	5720	20	RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	400 5300	POST YEARS POST YEARS
SANFORD	U-2566	SANFORD SOUTHERN LOOP, NC 42 TO SR 1122. TWO LANES ON MULTI-LANE RIGHT OF WAY.	4.3	27200		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	2400 24800	POST YEARS POST YEARS
SANFORD	U-3461	SR 1107 (FIELDS DRIVE), SR 1237 (CARTHAGE STREET) TO WOODLAND AVENUE; SR 1237 (CARTHAGE STREET), SOUTH OF SR 1107 TO NC 42. WIDEN TO MULTI-LANES, SOME REALIGNMENT.	1.6	12800	200	RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	4000 8600	POST YEARS POST YEARS

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

LEE COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
FEASIBILITY STUDIES									
SANFORD	FS-0208A	US 1 BUSINESS (HAWKINS AVENUE), SR 1405 (MCNEILL ROAD) TO SR 1471 (NORTHVIEW DRIVE). WIDEN TO MULTI-LANES.	2.6			FEASIBILITY STUDY IN PROGRESS			
FEDERAL BRIDGE PROJECTS									
US 15/501, NC 8	B-4968	DEEP RIVER. REPLACE BRIDGE NO. 10		9900		RIGHT-OF-WAY CONSTRUCTION CONSTRUCTION	FA FA FA	900 4500 4500	FFY 11 FFY 12 POST YEARS
SR 1318	B-4564	POCKET CREEK. REPLACE BRIDGE NO. 55		605	605	UNDER CONSTRUCTION			
SR 1318	B-4774	RACCOON CREEK. REPLACE BRIDGE NO. 56		1355	50	RIGHT-OF-WAY CONSTRUCTION COORDINATE WITH B-4564, PURCHASE ORDER CONTRACT (POC)	S S	5 1300	SFY 05 SFY 05
SR 1423	B-4171	GUM FORK CREEK. REPLACE BRIDGE NO. 4		595	75	RIGHT-OF-WAY CONSTRUCTION PURCHASE ORDER CONTRACT (POC)	NFA NFA	45 475	FFY 05 FFY 05
VARIOUS	B-4908	ENVIRONMENTAL MITIGATION FOR BRIDGE PROJECTS IN DIVISION 8.		2319	2309	MITIGATION IN PROGRESS	FA	10	FFY 07
ENHANCEMENT PROJECTS									
SANFORD	E-4782	DEPOT PARK STREETSCAPING.		97	97	UNDER CONSTRUCTION			
SANFORD	E-4946	PHASE I: CHARLOTTE AVENUE, MOORE STREET AND US 15-501 (HAWKINS AVENUE). STREET-SCAPE NORTH SIDE.		188		CONSTRUCTION CONSTRUCTION	STP O	150 38	FFY 06 FFY 06
SANFORD	E-4981	ENDOR IRON FURNACE BICYCLE TRAIL, PHASE I. CONSTRUCT TRAIL.	0.8	450		CONSTRUCTION	STP	450	FFY 06
VARIOUS	E-4947	PHASE I: ARCHAEOLOGY SURVEY TO DETERMINE THE ROADBED SITE FROM THE ENDOR IRON FURNACE TO THE DEEP RIVER.		41		CONSTRUCTION CONSTRUCTION	STP O	34 7	FFY 06 FFY 06
HIGH HAZARD PROJECTS									
US 1	W-4827	SOUTH OF SR 1237 (MILE POST 8.91) IN LEE COUNTY THROUGH CHATHAM COUNTY TO THE WAKE COUNTY LINE. INSTALL MILLED RUMBLE STRIPS ALONG INSIDE AND OUTSIDE SHOULDERS.	20.6	150		CONSTRUCTION	HES	150	FFY 06
HIGH HAZARD PROJECTS									
SR 1318 STEEL BRIDGE ROAD	SI-4810	NORTH OF SR 1335 TO SOUTH OF SR 1335. WIDEN ROADWAY 18' TO 22' TO INCLUDE 2' PAVED SHOULDERS.		80		RIGHT-OF-WAY CONSTRUCTION	SG SG	1 79	FFY 06 FFY 06

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

LEE COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
<u>HIGH HAZARD PROJECTS</u>									
SR 1529 COX MILL ROAD	SI-4808	BRIDGE NO. 32. INSTALL GUARDRAIL.		26		RIGHT-OF-WAY CONSTRUCTION	SG SG	1 25	FFY 06 FFY 06
SR 1529 COX MILL ROAD	SI-4809	HARNETT COUNTY LINE TO NC 42. INSTALL RUMBLE STRIPS ALONG BOTH SIDES OF ROAD.		107		RIGHT-OF-WAY CONSTRUCTION	SG SG	1 106	FFY 06 FFY 06

PUBLIC TRANSPORTATION PROGRAM

LEE COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
<u>PUBLIC TRANSPORTATION PROJECTS</u>									
LEE COUNTY	TJ-4952	PROVIDE OPERATING ASSISTANCE TO COUNTIES AND COMMUNITY TRANSPORTATION SYSTEMS TO MEET WORK FIRST AND EMPLOYMENT TRANSPORTATION NEEDS.		12		OPERATIONS	OAWF	12	FFY 06 07
LEE COUNTY	TL-4952	PROVIDE OPERATING ASSISTANCE FOR ADDITIONAL TRANSPORTATION SERVICES TO THE ELDERLY AND DISABLED.		96		OPERATIONS	EDTAP	96	FFY 06 07
LEE COUNTY	TR-4952	PROVIDE MAINTENANCE ASSISTANCE FOR COMMUNITY TRANSPORTATION SYSTEMS TO SERVE THE RURAL GENERAL PUBLIC.		64		OPERATIONS	RGP	64	FFY 06 07

* INDICATES INTRASTATE PROJECT

TRANSPORTATION PROGRAM

MONTGOMERY COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
INTERSTATE PROJECTS									
US 220 FUTURE I-73/74	I-4406	SOUTH OF STEEDS TO NORTH OF EMERY. WIDEN OUTSIDE SHOULDERS TO TEN FEET.	14.3	3665	465	PLANNING/DESIGN RIGHT-OF-WAY CONSTRUCTION	NHS NHS	100 3100	IN PROGRESS FFY 08 FFY 09
RURAL PROJECTS									
US 220	R-2231 *	SOUTH OF SR 1448 SOUTH OF ELLERBE TO US 220A SOUTH OF EMERY. FOUR LANES DIVIDED ON NEW LOCATION.	16.2	100505	100505	UNDER CONSTRUCTION			
NC 24-27	R-0623 *	TROY BYPASS, SR 1138 TO EAST OF LITTLE RIVER. FOUR LANES, PART ON NEW LOCATION.	5.0	46804	423	PLANNING/DESIGN MITIGATION RIGHT-OF-WAY CONSTRUCTION CONSTRUCTION	T T T T	1581 2000 10700 32100	IN PROGRESS SFY 09 SFY 10 SFY 12 POST YEARS
NC 24-27	R-2107B*	US 220A TO US 220 IN BISCOE. WIDEN TO MULTI-LANES.	0.8	5299	100	PLANNING/DESIGN MITIGATION RIGHT-OF-WAY CONSTRUCTION	T T T	274 2125 2800	IN PROGRESS SFY 07 SFY 07 SFY 09
NC 24-27	R-2527 *	MULTI-LANES EAST OF PEE DEE RIVER TO THE TROY BYPASS. WIDEN TO MULTI-LANES. (COORDINATE WITH B-4974)	9.1	35328	500	PLANNING/DESIGN MITIGATION RIGHT-OF-WAY CONSTRUCTION CONSTRUCTION	T T T T	3528 4100 18134 9066	IN PROGRESS SFY 08 SFY 09 SFY 11 POST YEARS
NC 24-27	R-2528 *	US 220 TO THE CARTHAGE BYPASS. WIDEN TO MULTI-LANES.	19.6	74700		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	T T	9100 65600	POST YEARS POST YEARS
NC 211	R-2591	US 220 EAST OF CANDOR TO US 15-501 IN ABERDEEN. WIDEN TO MULTI-LANES WITH BYPASS OF PINEHURST ON NEW LOCATION.	25.1	112170		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	10020 102150	POST YEARS POST YEARS
SR 1005	R-2314	NC 24-27 IN TROY TO US 74 AT ROCKINGHAM. UPGRADE ROADWAY (TWO LANES ONLY) WITH MINOR RELOCATIONS.	32.5	25670		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	3170 22500	POST YEARS POST YEARS
FH 49	R-4069	UWHARRIE NATIONAL FOREST, HUNT'S CAMP TO EXISTING PAVEMENT. RECONSTRUCT ROADWAY.	1.5	1275	345	CONSTRUCTION	FLP	930	FFY 06
FH 49	R-4444	UWHARRIE NATIONAL FOREST. REPLACE REEVES CREEK VENTED FORD (SEGMENT A) AND PAVE NORTH END OF FH 49 (SEGMENT B).		1550		CONSTRUCTION CONSTRUCTION BY FEDERAL HIGHWAY ADMINISTRATION	FLP	1550	FFY 06

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

MONTGOMERY COUNTY

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FEDERAL BRIDGE PROJECTS									
NC 7-24-27	B-4974	PEE DEE RIVER. REPLACE BRIDGE NO. 51. (COORDINATE WITH R-2527)		16500		RIGHT-OF-WAY CONSTRUCTION	FA FA	1500 15000	FFY 08 FFY 10
NC 109	B-4204	ROCK CREEK. REPLACE BRIDGE NO. 28		1180	150	RIGHT-OF-WAY CONSTRUCTION	FA FA	80 950	FFY 06 FFY 07
SR 1111	B-4780	RICHLAND CREEK. REPLACE BRIDGE NO. 22		330		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	30 300	FFY 09 FFY 10
SR 1310	B-4205	DOOMAS CREEK. REPLACE BRIDGE NO. 133		986	100	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	36 850	FFY 06 FFY 07
SR 1315	B-4206	DENSONS CREEK. REPLACE BRIDGE NO. 128		760		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	35 625	FFY 06 FFY 07
SR 1323	B-4582	DENSONS CREEK. REPLACE BRIDGE NO. 121		970	200	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	70 700	FFY 08 FFY 09
UWHARRIE NATIONAL FOREST FH 49	B-4341	MCLEANS CREEK. REPLACE BRIDGE NO. 576-0.1 MOCCASIN CREEK. REPLACE BRIDGE NO. 544-1.1 PFH 49-1(2)		570	570	UNDER CONSTRUCTION BY FEDERAL HIGHWAY ADMINISTRATION			
UWHARRIE NATIONAL FOREST	B-4342	REEVES CREEK. REPLACE BRIDGE NO. 597-00.0		100	100	UNDER CONSTRUCTION			
VARIOUS	B-4908	ENVIRONMENTAL MITIGATION FOR BRIDGE PROJECTS IN DIVISION 8.		2319	2309	MITIGATION IN PROGRESS	FA	10	FFY 07
BICYCLE AND PEDESTRIAN PROJECTS									
COUNTYWIDE	E-3410	UWHARRIE LAKES REGION BICYCLE ROUTE MAPPING AND SIGNING.		188	94	ENGINEERING IN PROGRESS	STP	94	FFY 05
TROY	E-4783	NC 134 (NORTH MAIN STREET), EAST CHESTNUT STREET TO BYRD STREET. STREETSCAPING.		343	175	CONSTRUCTION CONSTRUCTION	STP O	140 28	FFY 05 FFY 05
HIGH HAZARD PROJECTS									
US 220	W-4826	RICHMOND COUNTY LINE TO NC 211. INSTALL MILLED RUMBLE STRIPS ALONG BOTH SHOULDERS AND INSTALL THERMOPLASTIC MARKINGS ALONG THE CENTERLINE OF THE TWO LANE SECTION.		160		CONSTRUCTION	HES	160	FFY 06

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

MONTGOMERY COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
HIGH HAZARD PROJECTS									
NC 24-27	SI-4811	EAST WAL-MART DRIVE. INSTALL TRAFFIC SIGNAL.		114		RIGHT-OF-WAY CONSTRUCTION	SG SG	6 108	FFY 06 FFY 06
PASSENGER RAIL PROJECTS									
WEST COLLEGE STREET	Z-3808C	IN STAR AT ABERDEEN CAROLINA AND WESTERN RAILWAY CROSSING 466 023V. SAFETY IMPROVEMENTS.		73	73	FUNDED - CONSTRUCTION NOT AUTHORIZED			

PUBLIC TRANSPORTATION PROGRAM

MONTGOMERY COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
PUBLIC TRANSPORTATION PROJECTS									
COUNTY MONTGOMERY	TJ-4961	PROVIDE OPERATING ASSISTANCE TO COUNTIES AND COMMUNITY TRANSPORTATION SYSTEMS TO MEET WORK FIRST AND EMPLOYMENT TRANSPORTATION NEEDS.		10		OPERATIONS	OAWF	10	FFY 06 07
COUNTY MONTGOMERY	TL-4961	PROVIDE OPERATING ASSISTANCE FOR ADDITIONAL TRANSPORTATION SERVICES TO THE ELDERLY AND DISABLED.		82		OPERATIONS	EDTAP	82	FFY 06 07
COUNTY MONTGOMERY	TR-4961	PROVIDE MAINTENANCE ASSISTANCE FOR COMMUNITY TRANSPORTATION SYSTEMS TO SERVE THE RURAL GENERAL PUBLIC.		50		OPERATIONS	RGP	50	FFY 06 07

* INDICATES INTRASTATE PROJECT

TRANSPORTATION PROGRAM

MOORE COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
RURAL PROJECTS									
US 1	R-0210 *	NORTH OF LAKEVIEW TO FOUR LANES AT SR 1180 SOUTH OF SANFORD. WIDEN TO FOUR LANES, PART ON NEW LOCATION.	12.4	73058	73058	UNDER CONSTRUCTION			
US 1	R-2502 *	SR 1001 TO EXISTING FOUR LANES IN MOORE COUNTY. WIDEN TO MULTI-LANES.	8.3	34489	1350	PLANNING/DESIGN MITIGATION RIGHT-OF-WAY CONSTRUCTION	T T T	3039 8100 22000	IN PROGRESS SFY 05 SFY 06 SFY 08
US 421, US 15-501, US 64, US 74, US 220, US 311, US 401, US 1, AND NC 49	R-4425	NATIONAL HIGHWAY SYSTEM GUARDRAIL REHABILITATION. UPGRADE SUBSTANDARD GUARDRAIL, END TREATMENTS AND BRIDGE ANCHOR UNITS.		1400		CONSTRUCTION	NHS	1400	FFY 08
NC 5	R-4743	US 1 IN ABERDEEN TO SOUTH CITY LIMITS OF PINEHURST. WIDEN TO MULTI-LANES.	4.0	16500		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	3100 13400	POST YEARS POST YEARS
NC 24-27	R-2212 *	CARTHAGE BYPASS, SR 1640 TO SR 1653. FOUR LANES ON NEW LOCATION.	4.3	34757	257	PLANNING/DESIGN RIGHT-OF-WAY CONSTRUCTION	T T	1300 33200	IN PROGRESS SFY 11 POST YEARS
NC 24-27	R-2528 *	US 220 TO THE CARTHAGE BYPASS. WIDEN TO MULTI-LANES.	19.6	74700		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	T T	9100 65600	POST YEARS POST YEARS
NC 24-27	R-2529 *	CARTHAGE BYPASS TO NC 87. WIDEN TO MULTI-LANES.	21.2	94000		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	T T	14600 79400	POST YEARS POST YEARS
NC 73	R-2807	NC 211 TO PROPOSED NC 211 BYPASS OF WEST END. RELOCATE PORTION OF NC 73 TO ELIMINATE OFFSET INTERSECTIONS IN WEST END.	0.5	1780		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	380 1400	POST YEARS POST YEARS
NC 211	R-2591	US 220 EAST OF CANDOR TO US 15-501 IN ABERDEEN. WIDEN TO MULTI-LANES WITH BYPASS OF PINEHURST ON NEW LOCATION.	25.1	112170		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	10020 102150	POST YEARS POST YEARS
NC 211	R-2592	US 15-501 IN ABERDEEN TO SR 1244 IN RAEFORD. WIDEN TO MULTI-LANES.	15.8	69000		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	10500 58500	POST YEARS POST YEARS
NC 211	R-2812	NC 73 IN WEST END TO THE TRAFFIC CIRCLE IN PINEHURST. WIDEN TO MULTI-LANES.	7.2	27448	800	PLANNING/DESIGN MITIGATION RIGHT-OF-WAY CONSTRUCTION	STP STP STP	2298 5700 18650	IN PROGRESS FFY 07 FFY 07 FFY 09

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

MOORE COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
URBAN PROJECTS									
CARTHAGE	U-3628	NC 24-27, COURTHOUSE WEST OF NC 22 (MCNEILL STREET) TO US 15-501. WIDEN TO THREE LANES WITH CURB AND GUTTER.	1.2	3882	135	PLANNING/DESIGN MITIGATION RIGHT-OF-WAY CONSTRUCTION	STP STP STP	947 500 2300	IN PROGRESS FFY 08 FFY 09 FFY 11
PINEHURST SOUTHERN PINES	U-3324	US 1 (SANDHILLS BOULEVARD) AND SR 1309 (MORGANTON ROAD). UPGRADE INTERCHANGE.		4175	225	PLANNING/DESIGN RIGHT-OF-WAY CONSTRUCTION	NHS NHS	600 3350	IN PROGRESS FFY 09 FFY 11
FEDERAL BRIDGE PROJECTS									
US 15-501	B-3680	CSX TRANSPORTATION. REPLACE BRIDGE NO. 2		4600	150	RIGHT-OF-WAY CONSTRUCTION	FA FA	200 4250	FFY 07 FFY 08
NC 22-24-27	B-4207	MCLENDONS CREEK. REPLACE BRIDGE NO. 43		1925	250	RIGHT-OF-WAY CONSTRUCTION	FA FA	100 1575	FFY 06 FFY 07
SR 1105	B-4583	ABERDEEN CREEK. REPLACE BRIDGE NO. 176		920	150	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	70 700	FFY 08 FFY 09
SR 1456	B-3875	GRASSY CREEK. REPLACE BRIDGE NO. 78		1153	153	RIGHT-OF-WAY CONSTRUCTION	NFA	1000	IN ACQUISITION FFY 05
SR 1864	B-4584	LITTLE RIVER. REPLACE BRIDGE NO. 11		810	150	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	60 600	FFY 08 FFY 09
VARIOUS	B-4908	ENVIRONMENTAL MITIGATION FOR BRIDGE PROJECTS IN DIVISION 8.		2319	2309	MITIGATION IN PROGRESS	FA	10	FFY 07
ENHANCEMENT PROJECTS									
PINEHURST	E-4547	VILLAGE OF PINEHURST PARKS AND RECREATION DEPARTMENT. REPAIR AND REPLACEMENT OF SAND/CLAY PATHWAYS THROUGHOUT THE OLD TOWN SECTION OF PINEHURST.		60	60	UNDER CONSTRUCTION			
ROBBINS	E-4784	REHABILITATION OF THE OLD ELISE RAIL DEPOT TO CREATE A VISITOR CENTER-TRANSPORTATION MUSEUM.		120	120	IN PROGRESS			
SOUTHERN PINES	E-4943	REHABILITATE EXTERIOR OF THE FREIGHT DEPOT AT NORTHWEST BROAD STREET AND CONNECTICUT AVENUE.		150		CONSTRUCTION CONSTRUCTION	STP O	120 30	FFY 06 FFY 06

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TRANSPORTATION PROGRAM

MOORE COUNTY

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<u>PASSENGER RAIL PROJECTS</u>									
SOUTHERN PINES	P-4703	RAILROAD STATION REHABILITATION		2000	2000	IN PROGRESS			

PUBLIC TRANSPORTATION PROGRAM

MOORE COUNTY

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<u>PUBLIC TRANSPORTATION PROJECTS</u>									
MOORE COUNTY	TJ-4962	PROVIDE OPERATING ASSISTANCE TO COUNTIES AND COMMUNITY TRANSPORTATION SYSTEMS TO MEET WORK FIRST AND EMPLOYMENT TRANSPORTATION NEEDS.		18		OPERATIONS	OAWF	18	FFY 06 07
MOORE COUNTY	TL-4962	PROVIDE OPERATING ASSISTANCE FOR ADDITIONAL TRANSPORTATION SERVICES TO THE ELDERLY AND DISABLED.		124		OPERATIONS	EDTAP	124	FFY 06 07
MOORE COUNTY	TR-4962	PROVIDE MAINTENANCE ASSISTANCE FOR COMMUNITY TRANSPORTATION SYSTEMS TO SERVE THE RURAL GENERAL PUBLIC.		80		OPERATIONS	RGP	80	FFY 06 07

* INDICATES INTRASTATE PROJECT

TRANSPORTATION PROGRAM

RANDOLPH COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
INTERSTATE PROJECTS									
US 220 FUTURE I-73/74	I-4407	SOUTH OF NC 134-US 220 BUSINESS TO NORTH OF SR 1462 IN ASHEBORO. SAFETY IMPROVEMENTS TO BRING FACILITY TO INTERSTATE STANDARDS.	8.0	21093	500	PLANNING/DESIGN MITIGATION RIGHT-OF-WAY CONSTRUCTION	NHS NHS NHS	3643 250 16700	IN PROGRESS FFY 07 FFY 08 FFY 09
US 220 FUTURE I-73	I-4921	SR 1462 (WEST PRESNELL STREET EXTENSION) IN ASHEBORO TO I-85 IN GREENSBORO. UPGRADE TO INTERSTATE STANDARDS.	23.0	65600		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	NHS NHS	6900 58700	POST YEARS POST YEARS
RURAL PROJECTS									
US 29-70 AND I-85 BUSINESS	R-2808	I-85 IN DAVIDSON COUNTY TO I-85 IN GUILFORD COUNTY. UPGRADE, SAFETY IMPROVEMENTS AND REPLACE BRIDGE NO. 74 AT SR 1627 (B-2163).	31.1	11395	5595	RIGHT-OF-WAY CONSTRUCTION PART COMPLETE - PART UNFUNDED	STP STP	1200 4600	POST YEARS POST YEARS
US 64	R-2220 *	EAST OF I-85 BUSINESS IN LEXINGTON TO US 220 IN ASHEBORO. WIDEN TO FOUR LANES.	28.5	136062	12262	RIGHT-OF-WAY CONSTRUCTION PART COMPLETE - PART UNFUNDED	T T	17500 106300	POST YEARS POST YEARS
US 64	R-2536	ASHEBORO SOUTHERN BYPASS, US 64 WEST TO US 64 EAST. FOUR LANE FREEWAY ON NEW LOCATION WITH INTERCHANGES AT US 220, NC 49 AND ZOO ACCESS AT NC 159.	13.5	196086	986	PLANNING/DESIGN RIGHT-OF-WAY CONSTRUCTION RIGHT-OF-WAY CONSTRUCTION	STP STP STP STP	4650 11834 9350 169266	IN PROGRESS FFY 10 FFY 12 POST YEARS POST YEARS
US 64-NC 49	R-4469	US 64, I-40 AT RALEIGH TO I-40 NEAR STATESVILLE AND NC 49, US 64 AT ASHEBORO TO CHARLOTTE. PILOT STUDY TO IDENTIFY MEASURES FOR CONTROLLING ACCESS AND OPTIMIZING INTERSECTION EFFICIENCY TO PROTECT TRAFFIC-CARRYING CAPACITY OF ROADWAY.		1600	1600	SCHEDULED FOR CORRIDOR PLANNING STUDY ONLY, PRE-TIP PROJECT			
US 311 BYPASS	R-0609	HIGH POINT "EAST BELT", SOUTH OF SR 1920 EAST OF ARCHDALE TO WEST OF HIGH POINT RESERVOIR. FOUR LANES DIVIDED ON NEW LOCATION.	12.9	202996	138796	PLANNING/DESIGN RIGHT-OF-WAY CONSTRUCTION PART COMPLETE - PART UNDER CONSTRUCTION	NHS	64200	IN PROGRESS PART IN ACQUISITION FFY 06
US 311 FUTURE I-74 CORRIDOR	R-2606	SOUTH OF SR 1920 TO US 220 NORTH OF ASHEBORO. FREEWAY ON NEW LOCATION.	11.5	129468	11368	PLANNING/DESIGN RIGHT-OF-WAY RIGHT-OF-WAY CONSTRUCTION CONSTRUCTION	NHS NHS NHS	13000 25900 79200	IN PROGRESS PART IN ACQUISITION FFY 09 11 FFY 06 POST YEARS
US 421, US 15-501, US 64, US 74, US 220, US 311, US 401, US 1, AND NC 49	R-4425	NATIONAL HIGHWAY SYSTEM GUARDRAIL REHABILITATION. UPGRADE SUBSTANDARD GUARDRAIL, END TREATMENTS AND BRIDGE ANCHOR UNITS.		1400		CONSTRUCTION	NHS	1400	FFY 08

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TRANSPORTATION PROGRAM

RANDOLPH COUNTY

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<u>RURAL PROJECTS</u>									
NC 49	R-2535	SR 1174 WEST OF FARMER TO PROPOSED ASHEBORO SOUTHERN BYPASS (R-2536) WEST OF SR 1193. WIDEN TO A FOUR LANE DIVIDED FACILITY.	9.7	34900	100	RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	NHS NHS	1300 33500	POST YEARS POST YEARS
NC 49	R-3803	EAST LIBERTY BYPASS, NC 49 (FAYETTEVILLE STREET) AT SR 2427 (KINRO ROAD) TO NC 49 (SWANNANOVA STREET). TWO LANES ON FOUR LANE RIGHT OF WAY, PART NEW LOCATION.	2.0	5900	350	RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	900 4650	POST YEARS POST YEARS
NEW ROUTE	R-4065	RANDLEMAN, SR 1950 (WEST ACADEMY STREET) TO US 311 NEAR SOPHIA. MULTI-LANE CONNECTOR ON NEW LOCATION.	1.3	5100		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	650 4450	POST YEARS POST YEARS
<u>URBAN PROJECTS</u>									
ARCHDALE HIGH POINT	U-2702	SR 1592 (EDEN TERRACE) AND SR 1595 (SURRETT DRIVE). IMPROVE INTERSECTION.		3947	947	PLANNING/DESIGN RIGHT-OF-WAY CONSTRUCTION	STP	3000	IN PROGRESS IN ACQUISITION FFY 07
ARCHDALE	U-3400	SR 1577-SR 1004 (ARCHDALE ROAD), SR 1567 (ROBBINS COUNTRY ROAD) TO US 311 (MAIN STREET). WIDEN TO MULTI-LANES.	3.1	22300		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	10100 12200	POST YEARS POST YEARS
ASHEBORO	U-3401	US 64-NC 49 AND NC 42. INTERSECTION IMPROVEMENT.		3000	1000	PLANNING/DESIGN RIGHT-OF-WAY CONSTRUCTION	NHS	2000	IN PROGRESS IN ACQUISITION FFY 06
ASHEBORO	U-3600	US 220 BUSINESS (NORTH FAYETTEVILLE STREET), SR 2261 (OLD LIBERTY ROAD) TO US 220 AT US 311. WIDEN TO FIVE LANES WITH CURB AND GUTTER.	5.2	27654	375	PLANNING/DESIGN MITIGATION RIGHT-OF-WAY CONSTRUCTION RIGHT-OF-WAY CONSTRUCTION	STP STP STP STP STP	1129 3500 11200 2750 8700	IN PROGRESS FFY 07 FFY 07 FFY 09 POST YEARS POST YEARS
HIGH POINT	U-2537	WESTSIDE THOROUGHFARE, I-85 TO US 311 BYPASS. MULTI-LANES ON NEW LOCATION.	10.5	169800	500	PLANNING/DESIGN RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	12000 157300	IN PROGRESS POST YEARS POST YEARS
HIGH POINT	U-3432	SR 1595-SR 1216 (SURRETT DRIVE), EDEN TERRACE TO MARKET CENTER DRIVE. WIDEN TO MULTI-LANES.	1.5	18400		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	7800 10600	POST YEARS POST YEARS
HIGH POINT	U-3434	SR 1619 (PROSPECT STREET) AT I-85 BUSINESS/US 29-70. REPLACE BRIDGE NO. 136 AND BRIDGE NO. R118, FORMERLY B-2856.		7300		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	700 6600	POST YEARS POST YEARS

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FEASIBILITY STUDIES									
US 220	FS-0408A	US 64 TO NC 42/SUNSET AVENUE. UPGRADE INTERCHANGES.	1.8			FEASIBILITY STUDY IN PROGRESS			
ASHEBORO	FS-0408B	US 220 BUSINESS, PROPOSED US 64 SOUTHERN BYPASS TO NORTH TO US 64-NC 49. UPGRADE EXISTING ROADWAY, ADDRESS INTERSECTIONS AND OTHER SAFETY ISSUES.				FEASIBILITY STUDY IN PROGRESS			
FEDERAL BRIDGE PROJECTS									
SR 1003	B-4608	FORK CREEK. REPLACE BRIDGE NO. 208		855	85	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	70 700	FFY 08 FFY 09
SR 1105	B-4793	UWHARRIE RIVER. REPLACE BRIDGE NO. 29		2200		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	200 2000	FFY 08 FFY 09
SR 1107	B-4794	BETTIE MCGEES CREEK. REPLACE BRIDGE NO. 18		825		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	75 750	FFY 09 FFY 10
SR 1112	B-4795	CREEK. REPLACE BRIDGE NO. 25		825		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	75 750	FFY 09 FFY 10
SR 1114	B-4796	CREEK. REPLACE BRIDGE NO. 24		660		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	60 600	FFY 08 FFY 09
SR 1114	B-4797	LITTLE RIVER. REPLACE BRIDGE NO. 4		1100		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	100 1000	FFY 08 FFY 09
SR 1163	B-4609	TAYLOR CREEK. REPLACE BRIDGE NO. 16		500	60	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	40 400	FFY 07 FFY 08
SR 1199	B-4798	BETTIE MCGEES CREEK. REPLACE BRIDGE NO. 13		550		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	50 500	FFY 09 FFY 10
SR 1304	B-4242	SECOND CREEK. REPLACE BRIDGE NO. 34		675	100	RIGHT-OF-WAY CONSTRUCTION PURCHASE ORDER CONTRACT (POC)	NFA NFA	25 550	FFY 05 FFY 05
SR 1311	B-4799	JACKSON'S CREEK. REPLACE BRIDGE NO. 37		550		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	50 500	FFY 09 FFY 10
SR 1312	B-4800	JACKSON CREEK. REPLACE BRIDGE NO. 43		1100		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	100 1000	FFY 09 FFY 10

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FEDERAL BRIDGE PROJECTS									
SR 1320	B-3686	CABLE CREEK. REPLACE BRIDGE NO. 49		1007	1007	UNDER CONSTRUCTION			
SR 1331	B-3504	CARAWAY CREEK. REPLACE BRIDGE NO. 363		1472	697	RIGHT-OF-WAY CONSTRUCTION	NFA	775	IN ACQUISITION FFY 05
SR 1504	B-4243	REEK CREEK. REPLACE BRIDGE NO. 71 WITH CULVERT.		858	100	RIGHT-OF-WAY CONSTRUCTION	FA FA	58 700	FFY 06 FFY 07
SR 1518	B-4610	LAKE LUCAS. REPLACE BRIDGE NO. 73		1135	200	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	85 850	FFY 08 FFY 09
SR 1916	B-3687	MUDDY CREEK. REPLACE BRIDGE NO. 285		1202	1202	UNDER CONSTRUCTION			
SR 1927	B-3888	MUDDY CREEK. REPLACE BRIDGE NO. 402		958	958	UNDER CONSTRUCTION - PIEDMONT TRIAD WATER AUTHORITY PROJECT			
SR 1928	B-2857	MUDDY CREEK. REPLACE BRIDGE NO. 90		1278	62	CONSTRUCTION CONSTRUCTION	NFA O	1000 216	FFY 05 FFY 05
SR 1936	B-3891	DEEP RIVER. REMOVE BRIDGE NO. 91		123	4	CONSTRUCTION CONSTRUCTION	NFA O	60 59	FFY 05 FFY 05
SR 1936	B-3892	MUDDY CREEK. REMOVE BRIDGE NO. 96		69		CONSTRUCTION CONSTRUCTION	NFA O	23 42	FFY 05 FFY 05
SR 1944	B-3893	CREEK. REPLACE BRIDGE NO. 93		577	37	CONSTRUCTION CONSTRUCTION	NFA O	500 40	FFY 05 FFY 05
SR 1961	B-3895	CREEK. REMOVE BRIDGE NO. 266		525	4	CONSTRUCTION OPERATIONS	NFA O	10 511	FFY 05 FFY 05
SR 2215	B-4244	CREEK. REPLACE BRIDGE NO. 140		1395	100	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	45 1250	FFY 06 FFY 07
SR 2261	B-3505	DEEP RIVER. REPLACE BRIDGE NO. 434		2297	2297	UNDER CONSTRUCTION			
SR 2440	B-4969	SANDY CREEK BRANCH. REPLACE BRIDGE NO. 154		550		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	50 500	FFY 11 FFY 12
SR 2609	B-3689	CREEK. REPLACE BRIDGE NO. 370		595	595	UNDER CONSTRUCTION			

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FEDERAL BRIDGE PROJECTS									
SR 2614	B-4611	MILL CREEK. REPLACE BRIDGE NO. 175		970	200	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	70 700	FFY 07 FFY 08
SR 2641	B-3690	BRUSH CREEK. REPLACE BRIDGE NO. 163		2470	1320	RIGHT-OF-WAY CONSTRUCTION	NFA	1150	IN ACQUISITION FFY 05
SR 2824	B-4245	RICHMOND CREEK. REPLACE BRIDGE NO. 257		600	100	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	50 450	FFY 06 FFY 07
SR 2832	B-3506	RICHLAND CREEK. REPLACE BRIDGE NO. 226		452	452	UNDER CONSTRUCTION			
SR 2834	B-4246	RICHLAND CREEK. REPLACE BRIDGE NO. 228		1550	150	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	50 1350	FFY 06 FFY 07
SR 2849	B-3691	FORK CREEK. REPLACE BRIDGE NO. 221		840	100	RIGHT-OF-WAY CONSTRUCTION	S S	15 725	SFY 05 SFY 06
						PURCHASE ORDER CONTRACT (POC)			
SR 2873	B-4613	FORK CREEK. REPLACE BRIDGE NO. 415		700	150	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	50 500	FFY 07 FFY 08
VARIOUS	B-4908	ENVIRONMENTAL MITIGATION FOR BRIDGE PROJECTS IN DIVISION 8.		2319	2309	MITIGATION IN PROGRESS	FA	10	FFY 07
ENHANCEMENT PROJECTS									
ARCHDALE	E-4944	BELGIAN DRIVE TO POWELL WAY. CONSTRUCT MULTI-USE FACILITY.		58		CONSTRUCTION CONSTRUCTION	STP O	46 12	FFY 06 FFY 06
ASHEBORO	E-4711	NORTH CAROLINA ZOO BIKE TRAIL, EAST DIXIE DRIVE, US 64, AND NORTN CAROLINA ZOO.				SCHEDULED FOR FEASIBILITY STUDY			
ASHEBORO	E-4785	SUNSET AVENUE STREETScape, US 220 BUSINESS (FAYETTEVILLE STREET) TO SR 1707 (CHURCH STREET).		97	97	UNDER CONSTRUCTION			
COUNTYWIDE	E-3410	UWHARRIE LAKES REGION BICYCLE ROUTE MAPPING AND SIGNING.		188	94	ENGINEERING IN PROGRESS	STP	94	FFY 05
LIBERTY	E-4786	CONSTRUCT A FIVE-FOOT SIDEWALK ALONG KIRKMAN STREET AND HAMILTON DRIVE.		220	100	CONSTRUCTION CONSTRUCTION	STP O	100 20	FFY 05 FFY 05

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ROADSIDE ENVIRONMENTAL PROJECTS (REST AREA)									
I-73/74 (US 220)	K-3807	NEW PAIR OF REST AREA ON I-73/74 CORRIDOR SOUTH OF ASHEBORO.		9550	50	RIGHT-OF-WAY CONSTRUCTION	IM	2500	FFY 06
							IM	7000	FFY 07
HIGH HAZARD PROJECTS									
I-85 BUSINESS/ US 29-70	W-4822	SECTION A, I-85 NORTHWARD TO SWEARING CREEK IN DAVIDSON COUNTY; SECTION B, RANDOLPH COUNTY LINE NORTHWARD TO I-85 IN GUILFORD COUNTY. INSTALL SHOULDER RUMBLE STRIPS.		110	10	CONSTRUCTION	HES	100	FFY 06
US 220	W-4825	MONTGOMERY COUNTY LINE TO THE GUILFORD COUNTY LINE. INSTALL MILLED RUMBLE STRIPS ALONG INSIDE AND OUTSIDE SHOULDERS.		175		CONSTRUCTION	HES	175	FFY 06
US 421	W-4828	EXIT 168 IN CHATHAM COUNTY TO NC 49 IN RANDOLPH COUNTY. INSTALL MILLED RUMBLE STRIPS ALONG INSIDE AND OUTSIDE SHOULDERS.		125		CONSTRUCTION	HES	125	FFY 06

PUBLIC TRANSPORTATION PROGRAM

RANDOLPH COUNTY

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PUBLIC TRANSPORTATION PROJECTS									
AUTHORITY FOR PIEDMONT REGIONAL TRANSPORTATION	TP-4726	2030 INTEGRATED TRANSPORTATION/LAND USE UPDATE FOR THE PIEDMONT TRIAD REGION. TOTAL PROJECT COST SHOWN. PROJECT LISTING REPEATED IN ALAMANCE, DAVIDSON, FORSYTH, GUILFORD, RANDOLPH AND ROCKINGHAM COUNTIES.		800		PLANNING PLANNING PLANNING UNFUNDED PROJECT	STAT L FED	80 80 640	FFY 06 FFY 06 FFY 06
RANDOLPH COUNTY	TJ-4975	PROVIDE OPERATING ASSISTANCE TO COUNTIES AND COMMUNITY TRANSPORTATION SYSTEMS TO MEET WORK FIRST AND EMPLOYMENT TRANSPORTATION NEEDS.		32		OPERATIONS	OAWF	32	FFY 06 07
RANDOLPH COUNTY	TL-4975	PROVIDE OPERATING ASSISTANCE FOR ADDITIONAL TRANSPORTATION SERVICES TO THE ELDERLY AND DISABLED.		140		OPERATIONS	EDTAP	140	FFY 06 07
RANDOLPH COUNTY	TR-4975	PROVIDE MAINTENANCE ASSISTANCE FOR COMMUNITY TRANSPORTATION SYSTEMS TO SERVE THE RURAL GENERAL PUBLIC.		114		OPERATIONS	RGP	114	FFY 06 07

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TRANSPORTATION PROGRAM

RICHMOND COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
INTERSTATE PROJECTS									
US 74 FUTURE I-74	I-3801	US 74, ROCKINGHAM-HAMLET BYPASS TO LAURINBURG BYPASS. UPGRADE TO INTERSTATE STANDARDS.	9.0	78800		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	NHS NHS	18400 60400	POST YEARS POST YEARS
RURAL PROJECTS									
US 1	R-2501 *	SOUTH CAROLINA STATE LINE TO SR 1001. WIDEN TO MULTI-LANES WITH BYPASS OF ROCKINGHAM ON NEW LOCATION. (COORDINATE WITH PROJECT K-3808)	24.1	190878	6660	PLANNING/DESIGN MITIGATION RIGHT-OF-WAY CONSTRUCTION RIGHT-OF-WAY CONSTRUCTION	T T T T T	4148 6870 86100 4500 82600	IN PROGRESS SFY 07 SFY 06 08 09 10 SFY 09 10 11 12 POST YEARS POST YEARS
US 1	R-2502 *	SR 1001 TO EXISTING FOUR LANES IN MOORE COUNTY. WIDEN TO MULTI-LANES.	8.3	34489	1350	PLANNING/DESIGN MITIGATION RIGHT-OF-WAY CONSTRUCTION	T T T	3039 8100 22000	IN PROGRESS SFY 05 SFY 06 SFY 08
US 74	R-4441	MONROE BYPASS (R-2559) TO ROCKINGHAM BYPASS (R-512). UPGRADE TO FREEWAY STANDARDS WITH BYPASS OF WADESBORO.		399000		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	NHS NHS	22000 377000	POST YEARS POST YEARS
US 74	R-4738	PEE DEE RIVER TO EAST OF SR 1615. INSTALL MEDIAN GUARDRAIL.		575		CONSTRUCTION	NHS	575	FFY 06
US 220	R-2231 *	SOUTH OF SR 1448 SOUTH OF ELLERBE TO US 220A SOUTH OF EMERY. FOUR LANES DIVIDED ON NEW LOCATION.	16.2	100505	100505	UNDER CONSTRUCTION			
US 220 BYPASS I-73/74 CORRIDOR	R-3421	BYPASS OF ROCKINGHAM. FOUR LANES DIVIDED ON NEW LOCATION.	10.5	141023	2798	PLANNING/DESIGN RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	NHS NHS	14325 123900	IN PROGRESS POST YEARS POST YEARS
US 421, US 15-501, US 64, US 74, US 220, US 311, US 401, US 1, AND NC 49	R-4425	NATIONAL HIGHWAY SYSTEM GUARDRAIL REHABILITATION. UPGRADE SUBSTANDARD GUARDRAIL, END TREATMENTS AND BRIDGE ANCHOR UNITS.		1400		CONSTRUCTION	NHS	1400	FFY 08
NC 73	R-3303	EXTEND NC 73 TO PROPOSED US 220 NEAR ELLERBE. TWO LANES ON NEW LOCATION.	2.2	4691	695	CONSTRUCTION UNDER CONSTRUCTION	STP	3996	FFY 05
SR 1005	R-2314	NC 24-27 IN TROY TO US 74 AT ROCKINGHAM. UPGRADE ROADWAY (TWO LANES ONLY) WITH MINOR RELOCATIONS.	32.5	25670		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	3170 22500	POST YEARS POST YEARS

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

RICHMOND COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
URBAN PROJECTS									
HAMLET	U-3807	NEW ROUTE, SR 1909 (HYLAN AVENUE) TO US 74. TWO LANES ON NEW LOCATION.	0.5	3900		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	STP STP	450 3450	POST YEARS POST YEARS
ROCKINGHAM	U-3456	US 1 (FAYETTEVILLE ROAD), SR 1424 (RICHMOND ROAD) TO SR 1640 (WIREGRASS ROAD)/SR 1422 (LEDBETTER ROAD). WIDEN TO MULTI-LANES.	3.1	21032	350	PLANNING/DESIGN MITIGATION RIGHT-OF-WAY CONSTRUCTION	NHS NHS NHS	182 6300 14200	IN PROGRESS FFY 06 FFY 05 FFY 07
ROCKINGHAM	U-3818	EXTEND SR 1645 (MT. OLIVE CHURCH ROAD) TO THE INTERSECTION OF SR 1624 (COUNTY HOME ROAD) AND SR 1641 (CLEMMER STREET). TWO LANES ON NEW LOCATION.	1.4	4350		RIGHT-OF-WAY CONSTRUCTION FEASIBILITY STUDY REEVALUATION IN PROGRESS	STP STP	1250 3100	POST YEARS POST YEARS
FEASIBILITY STUDIES									
ROCKINGHAM	FS-0408D	US 74 BUSINESS TO US 1, UTILIZING SR 1641 ON SOUTHERN END AND SR 1645 ON THE NORTHERN END. UPGRADE EXISTING SECONDARY ROADS AND CONSTRUCT THE MISSING LINK ON NEW LOCATION.				FEASIBILITY STUDY IN PROGRESS			
FEDERAL BRIDGE PROJECTS									
NC 73	B-4614	NAKED CREEK. REPLACE BRIDGE NO. 41		700	150	RIGHT-OF-WAY CONSTRUCTION	FA FA	50 500	FFY 08 FFY 09
SR 1321	B-4247	BIG MOUNTAIN CREEK. REPLACE BRIDGE NO. 129		725	100	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	50 575	FFY 07 FFY 08
SR 1419	B-4615	HITCHCOCK CREEK. REPLACE BRIDGE NO. 46		790	75	RIGHT-OF-WAY CONSTRUCTION	NFA NFA	65 650	FFY 08 FFY 09
VARIOUS	B-4908	ENVIRONMENTAL MITIGATION FOR BRIDGE PROJECTS IN DIVISION 8.		2319	2309	MITIGATION IN PROGRESS	FA	10	FFY 07
BICYCLE AND PEDESTRIAN PROJECTS									
COUNTYWIDE	E-3410	UWHARRIE LAKES REGION BICYCLE ROUTE MAPPING AND SIGNING.		188	94	ENGINEERING IN PROGRESS	STP	94	FFY 05
ROCKINGHAM	E-4124	RICHMOND COUNTY HISTORICAL SOCIETY, INC. RESCUE AND RELOCATION OF DEPOT.		765	765	IN PROGRESS			
ROADSIDE ENVIRONMENTAL PROJECTS (REST AREA)									
I-73 (US 1)	K-3808	NEW REST AREA-WELCOME CENTER BETWEEN SOUTH CAROLINA STATE LINE AND ROCKINGHAM. (COORDINATE WITH PROJECT R-2501)				UNFUNDED PROJECT			

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

RICHMOND COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
<u>PASSENGER RAIL PROJECTS</u>									
HAMLET	P-2924	STATION REHABILITATION.		6069	6069	UNDER CONSTRUCTION			
<u>HIGH HAZARD PROJECTS</u>									
US 220	W-4829	ELLERBE CITY LIMITS TO MONTGOMERY COUNTY LINE. INSTALL MILLED RUMBLE STRIPS ALONG BOTH SHOULDERS AND INSTALL THERMOPLASTIC MARKINGS ALONG THE CENTERLINE OF THE TWO LANE SECTION.		175		CONSTRUCTION	HES	175	FFY 06
<u>PASSENGER RAIL PROJECTS</u>									
ROCKINGHAM	Z-4008J	SR 1966 (CAROLINE STREET) AT CSX TRANSPORTATION CROSSING 630 880V. SAFETY IMPROVEMENTS.		78	78	UNDER CONSTRUCTION			

PUBLIC TRANSPORTATION PROGRAM

RICHMOND COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
<u>PUBLIC TRANSPORTATION PROJECTS</u>									
RICHMOND COUNTY	TJ-4976	PROVIDE OPERATING ASSISTANCE TO COUNTIES AND COMMUNITY TRANSPORTATION SYSTEMS TO MEET WORK FIRST AND EMPLOYMENT TRANSPORTATION NEEDS.		20		OPERATIONS	OAWF	20	FFY 06 07
RICHMOND COUNTY	TR-4976	PROVIDE MAINTENANCE ASSISTANCE FOR COMMUNITY TRANSPORTATION SYSTEMS TO SERVE THE RURAL GENERAL PUBLIC.		62		OPERATIONS	RGP	62	FFY 06 07
RICHMONDCOUNTY	TL-4976	PROVIDE OPERATING ASSISTANCE FOR ADDITIONAL TRANSPORTATION SERVICES TO THE ELDERLY AND DISABLED.		96		OPERATIONS	EDTAP	96	FFY 06 07

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

SCOTLAND COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
INTERSTATE PROJECTS									
US 74 FUTURE I-74	I-3801	US 74, ROCKINGHAM-HAMLET BYPASS TO LAURINBURG BYPASS. UPGRADE TO INTERSTATE STANDARDS.	9.0	78800		RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	NHS NHS	18400 60400	POST YEARS POST YEARS
RURAL PROJECTS									
US 15-401	R-2508	SOUTH CAROLINA STATE LINE TO SOUTH OF SR 1105 (TURNPIKE ROAD). WIDEN TO MULTI-LANES.	3.5	12600		CONSTRUCTION UNFUNDED PROJECT	STP	12600	POST YEARS
US 401	R-3333	US 401 BUSINESS NORTH OF LAURINBURG TO US 401 BUSINESS EAST OF RAEFORD. WIDEN TO MULTI-LANES.	20.7	76250	1000	RIGHT-OF-WAY CONSTRUCTION UNFUNDED PROJECT	NHS NHS	11150 64100	POST YEARS POST YEARS
US 421, US 15-501, US 64, US 74, US 220, US 311, US 401, US 1, AND NC 49	R-4425	NATIONAL HIGHWAY SYSTEM GUARDRAIL REHABILITATION. UPGRADE SUBSTANDARD GUARDRAIL, END TREATMENTS AND BRIDGE ANCHOR UNITS.		1400		CONSTRUCTION	NHS	1400	FFY 08
SR 1435	R-3334	US 74, CONSTRUCT GRADE SEPARATION.		2400	100	PLANNING/DESIGN RIGHT-OF-WAY CONSTRUCTION	NHS NHS	100 2200	IN PROGRESS FFY 12 POST YEARS
FEDERAL BRIDGE PROJECTS									
US 15-401	B-4639	GUM SWAMP. REPLACE BRIDGE NO. 17		1200	100	RIGHT-OF-WAY CONSTRUCTION	FA FA	100 1000	FFY 07 FFY 08
US 15-401-501	B-4640	US 74 BUSINESS-NC 79. REHABILITATE BRIDGE NO. 39		1100		CONSTRUCTION	FA	1000	FFY 08
US 15-501	B-4816	JUNIPER CREEK. REPLACE BRIDGE NO. 65		2200		RIGHT-OF-WAY CONSTRUCTION	FA FA	200 2000	FFY 09 FFY 10
US 74 BUSINESS	B-4641	BIG SHOE HEEL CREEK. REPLACE BRIDGE NO. 75		1840	300	RIGHT-OF-WAY CONSTRUCTION	FA FA	140 1400	FFY 07 FFY 08
US 74	B-4817	GUM SWAMP CREEK. REPLACE BRIDGE NO. 23		1650		RIGHT-OF-WAY CONSTRUCTION	NFA NFA	150 1500	FFY 08 FFY 09
US 401	B-4273	LUMBER RIVER. REPLACE BRIDGE NO. 47		3050	300	RIGHT-OF-WAY CONSTRUCTION	FA FA	100 2650	FFY 07 FFY 08
NC 144	B-4274	BIG SHOE HEEL CREEK. REPLACE BRIDGE NO. 14		800	100	RIGHT-OF-WAY CONSTRUCTION	FA FA	25 675	FFY 06 FFY 07

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

TRANSPORTATION PROGRAM

SCOTLAND COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
FEDERAL BRIDGE PROJECTS									
SR 1108	B-3373	GUM SWAMP CREEK SPILLWAY. REPLACE BRIDGE NO. 62		1824	190	RIGHT-OF-WAY CONSTRUCTION	FA FA	34 1600	FFY 07 FFY 08
SR 1433	B-4642	JUNIPER CREEK. REPLACE BRIDGE NO. 28		540	100	RIGHT-OF-WAY CONSTRUCTION	FA FA	40 400	FFY 08 FFY 09
SR 1619	B-4275	LEITH'S CREEK. REPLACE BRIDGE NO. 53		795	795	UNDER CONSTRUCTION			
VARIOUS	B-4908	ENVIRONMENTAL MITIGATION FOR BRIDGE PROJECTS IN DIVISION 8.		2319	2309	MITIGATION IN PROGRESS	FA	10	FFY 07
ENHANCEMENT PROJECTS									
GIBSON	E-4945	PHASE I: REHABILITATE AND RESTORE THE GIBSON TRAIN DEPOT AT MAIN AND TEAL STREETS.		209		CONSTRUCTION CONSTRUCTION	STP O	167 42	FFY 06 FFY 06
HIGH HAZARD PROJECTS									
US 74	W-4830	WEST OF NC 79 (MILE POST 8.4) TO THE ROBESON COUNTY LINE. INSTALL MILLED RUMBLE STRIPS ON THE MEDIAN AND OUTSIDE SHOULDERS.	10.1	155		CONSTRUCTION	HES	155	FFY 06

PUBLIC TRANSPORTATION PROGRAM

SCOTLAND COUNTY

LOCATION	ID NO.	DESCRIPTION	LENGTH (MI)	TOTAL EST. COST (THOU.)	PRIOR YRS. COST (THOU.)	WORK TYPE	FUNDING SOURCE	COST ESTIMATES (THOU.)	SCHEDULE (FISCAL YEARS)
PUBLIC TRANSPORTATION PROJECTS									
SCOTLAND COUNTY	TJ-4982	PROVIDE OPERATING ASSISTANCE TO COUNTIES AND COMMUNITY TRANSPORTATION SYSTEMS TO MEET WORK FIRST AND EMPLOYMENT TRANSPORTATION NEEDS.		18		OPERATIONS	OAWF	18	FFY 06 07
SCOTLAND COUNTY	TL-4982	PROVIDE OPERATING ASSISTANCE FOR ADDITIONAL TRANSPORTATION SERVICES TO THE ELDERLY AND DISABLED.		84		OPERATIONS	EDTAP	84	FFY 06 07
SCOTLAND COUNTY	TR-4982	PROVIDE MAINTENANCE ASSISTANCE FOR COMMUNITY TRANSPORTATION SYSTEMS TO SERVE THE RURAL GENERAL PUBLIC.		56		OPERATIONS	RGP	56	FFY 06 07

* INDICATES INTRASTATE PROJECT

ALL SCHEDULES SUBJECT TO AVAILABILITY OF FUNDS

Draft Transportation Improvement Program (TIP) 2006-2012

The draft TIP for 2006-2012 was released by NCDOT on April 6 and reflects new projects that NCDOT has added for funding, as well as scheduling changes to projects that were listed in the 2004-2010 TIP. The draft will not reflect projects that were requested as part of the recently completed resolutions for projects for the 2007-2013 TIP.

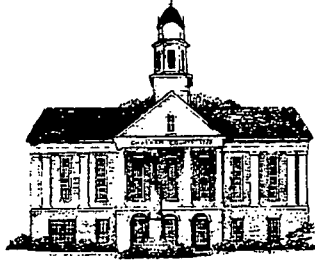
One of the biggest issues that NCDOT has had to deal with in developing the draft TIP 2006-2012 has been funding. Some of the issues that have contributed to the funding situation are: (1) a spend down of cash reserves in previous years on programs, such as NC Moving Ahead, (2) a dramatic increase in the cost of fuel, concrete, and steel that was above the inflation factor that had been added in the 2004-2010 TIP projects, and (3) lower than expected revenues from user fees.

The table lists projects that are either new or that have had scheduling or funding changes since the 2004-2010 TIP.

Comparison of the 2004-2010 TIP and 2006-2012 TIP			
Project Location	Project ID No.	Projects Description	Status
US 15-501	R-2628	Pittsboro Bypass from NC 87 to US 64. Two lanes on multi-lane right of way, new locations.	Moved from funded to unfunded status
NC 87	R-4754 & R-4901	From NC 902 North to the Alamance County line widen to multi-lanes and replace bridge over Robeson Creek in Pittsboro.	New project, listed for planning and environmental study only. No funding allocated for construction
New Route	R-3325	Siler City airport to US 421. Two lanes on a new location.	Moved from funded to unfunded status
NC 42	B-4459	Buckhorn Creek. Replace Bridge No. 56	Schedule postponed 2 years.
NC 902	B-4063	Sandy Branch, Replace Bridge No. 20	Schedule postponed 1 year.
SR 1520	B-4064	Brooks Creek, Replace Bridge No. 95 with culvert.	Schedule postponed by 1 year.
SR 1525	B-3824	Ferrell's Creek, Replace Bridge No. 88	Schedule

			postponed by 2 years.
SR 2170	B-2065	Meadows Creek, Replace Bridge No. 142	Schedule postponed by 1 year.
ATT	E-2921F	American Tobacco Rail Trail. Durham County line to Wake County line.	New project with funding
US 1	W-4827	Install milled rumble strips along inside and outside shoulders through Chatham County.	New project with funding
US 421	W-4828	Exit 168 in Chatham County to NC 49 in Randolph County. Install milled rumble strips along inside and outside shoulders.	New project with funding

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

April 18, 2005

Allen Zimmerman, Chairman
Chatham County Board of Education
P.O. Box 128
Pittsboro, NC 27312

Dear Chairman Zimmerman:

As you are aware, on April 4, 2005 the Chatham County Board of Commissioners voted to fund Siler City Elementary, Jordan Matthews Cafeteria, Northeast Middle, Horton Renovations, and softball/tennis lights as described in the Board of Education's capital request. These projects will be phased in as recommended by the Chatham County Finance Officer.

We look forward to working with the Board of Education to meet the capital needs of our school system. In doing so, we request that the Board of Education work to reduce the costs of these projects. We would appreciate any assistance you can provide in ensuring we get the best price. Some strategies that have been suggested include using school prototype plans and moving ahead on critical projects to avoid paying escalating construction prices.

Because we are not currently able to meet all of your needs, any assistance you can provide in reducing costs of the approved projects will help us move forward on future projects.

Sincerely,

Bunkey Morgan, Chairman
Chatham County Board of Commissioners

Chatham County Schools

Administration

Larry G. Mabe, Ed.D.
Superintendent

Beverly P. Crotts, Ed.S.
Assistant Superintendent

Paul G. Joyce, Ed.S.
Assistant Superintendent

Mary M. Mertz, Ed.D.
Assistant Superintendent

Board of Education

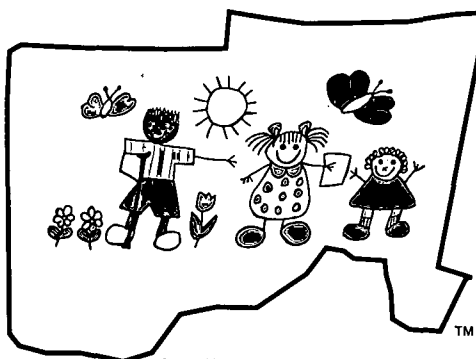
Allan Zimmerman
Chair

Ronald P. Collins
Vice Chair

Deb McManus

Norman Clark

Holly Duncan



April 14, 2005

Mr. Charlie Horne, County Manager
County of Chatham
P. O. Box 87
Pittsboro, NC 27312

VIA HAND DELIVERY

Dear Mr. Horne,

Attached you will find a copy of the funding needed for planning the projects approved by the Commissioners on April 4, 2005 per the priority established by the Board of Commissioners.

These funds will insure that proper planning will be done in a timely manner to assure readiness for bid and construction when funds are available.

Thank you for your support and assistance with our building needs.

Sincerely,

Larry G. Mabe, Ed. D.
Superintendent

Cc: Members of the Board of Education
Assistant Superintendent Paul Joyce

Larry-

Here are my revised figures, based on analysis of some historical data I have here in the office, to which I did not have access the other day when I was in Charlotte. Upon your notification, I can request definitive fee proposals from the surveyor and the geotechnical engineer; and I can prepare design contracts for SfL+a. We look forward to working with you on these projects!

New K-5 School at Siler City (700 student/800 core)

A/E Design Fee (w/o Bid, Constr.)	506,435.35	(5.9% x 65%)
Subsurface Investigation	20,000.00	
Phase I Environmental Assessment	2,500.00	
Surveying	25,000.00	
Total	<u>553,935.35</u>	

New Middle School (650 student/800 core)

A/E Design Fee (w/o Bid, Constr.)	564,553.94	(5.9% x 65%)
Subsurface Investigation	20,000.00	
Phase I Environmental Assessment	2,500.00	
Surveying	50,000.00	
Total	<u>637,053.94</u>	

Cafeteria/Kitchen Addition at Jordan-Matthews High School

A/E Design Fee (w/o Bid, Constr.)	171,876.47	(6.4% x 65%)
Subsurface Investigation	8,000.00	
Phase I Environmental Assessment	N/A	
Surveying	20,000.00	
Total	<u>199,876.47</u>	

Horton MS - Renovate 5th and 6th Grade Buildings

A/E Design Fee (w/o Bid, Constr.)	134,415.85	(6.6% x 65%)
Subsurface Investigation	N/A	
Phase I Environmental Assessment	N/A	
Surveying	5,000.00	
Total	<u>139,415.85</u>	

Total Planning Funds

1,540,000.00

● look forward to hearing from you. If you have any questions, do not hesitate to call.

K. C. Underwood, AIA, REFP, LEED AP
Operations/Production Manager

kcunderwood@sfla-architects.com

SfL+a Architects
214 Burgess Street
Fayetteville, NC 28301

Phone: 910.484.4989
Mobile: 910.322.8811
Fax: 910.484.1466

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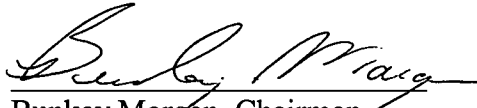
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

This declaration (the "Declaration") is made pursuant to the requirements of United States Treasury Regulations Section 1.103-18 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.


The undersigned is authorized to declare the official intent of the County of Chatham (the "Issuer") with respect to the matters contained herein.

1. Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for the construction and renovation of school facilities, two Central Carolina Community College facilities, a judicial facility, a library, a Social Services facility and the infrastructure for the County Business Park.
2. Plan of Finance. The Issuer intends to finance the cost of the Program described above with the proceeds of debt to be issued by the Issuer (the "Bonds").
3. Maximum Principal Amount of Debt to be Issued. The maximum principal of Bonds or other evidence of debt to be issued by the Issuer to finance these projects is \$75,000,000.
4. Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the obligations for any of the Expenditures incurred by it prior to the issuance of the Bonds.

Adopted this the 18th day of April, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

FINANCIAL ADVISORY SERVICES AGREEMENT

This FINANCIAL ADVISORY SERVICES AGREEMENT (the "Agreement"), by and between the COUNTY OF CHATHAM, North Carolina (the "County"), and DEC Associates, Inc. (the "Advisor") sets forth the terms and conditions under which the Advisor will provide financial advisory services to the County.

Recitals

WHEREAS the County desires to engage the services of a recognized financial consultant with expertise in governmental and private financing to assist the County in the review, evaluation, planning, development, and administration of certain of its financial operations, capital projects, and financing plans; and

WHEREAS the Advisor is engaged in the field of financial consulting, including public finance and investment banking, and has comprehensive experience in advising on, and providing for the planning, structuring, negotiating, and underwriting of private, state, municipal, and other taxable and tax-exempt finance transactions;

NOW, THEREFORE, in consideration of the mutual representations, covenants, and agreements herein contained, the County does hereby designate DEC Associates, Inc. to act as financial advisor of record to the County for the purpose of soliciting, structuring, negotiating, reviewing, evaluating, planning, developing, administering, and otherwise assisting the County in its financial operations, and the Advisor does hereby accept such designation, upon the following terms and conditions:

I. GENERAL

A. The Advisor agrees to serve the County as financial advisor of record, including specifically with respect to the selected financial operations designated by the County. The Advisor will assign the following individuals, who will have primary responsibility for providing the services described in this Agreement:

Douglas E. Carter, Senior Vice President
Jeremy A. Carter, Vice President

As necessary, the individuals will be assisted from time to time by other members of the Advisor's staff. The County has the right to approve or disapprove any proposed changes in the staff of the Advisor providing services under this Agreement from the above listed individuals. The County shall receive assistance as needed and requested from the individuals listed above during the term of this Agreement, and from such other members of Advisor's staff as are necessary to provide financial advisory services under this Agreement.

B. All computer applications, not subject to licensing agreements, specifically developed by the Advisor for the provision of the services under this Agreement shall be provided to the County.

II. SCOPE OF WORK AND SERVICES – Advisory Services

A. The Advisor shall provide advice and recommendations with respect to selected of the County's financial operations and activities, including:

1. Financing and capital raising activities, including use of financial products
2. Investment of borrowed funds
3. Capital budgeting and execution
4. Structuring financial affairs in anticipation of Project financing and funding requirements; and
5. Overall financial planning and financial strategy execution.

B. The Advisor shall provide the County with on-going advice and counsel regarding any matters concerning or related to the County's financial operations and activities and the Advisory Services for which such advise and counsel is requested.

III. SCOPE OF WORK AND SERVICES –Assigned Projects

A. The Advisor will perform the work and provide the services outlined below, in connection with the Projects assigned by the County in a separate letter setting for the project, the project fees and other pertinent information. The letter will be added as an addendum to this Agreement. The work and the services will be provided in a comprehensive and timely manner and will be conducted at the direction of the County. The service may include all or a part of the following for a Project and may include additional services not listed in the following, as negotiated.

1. Review financial and other information related to the County, and its Projects, including, but not limited to:
 - (a) County financials:
 - (b) Architectural, construction, and other contracts and documents related to the Projects:
 - (c) Management and operations documents and information:
 - (d) Government-related information (organization/structure/legal status), and
 - (e) Other pertinent and related general information.
2. Evaluate alternative approaches and structures for financing the Projects, taking into account relevant factors, including:
 - (a) The County's financing needs and objectives;

- (b) Risks and rewards of anticipated financing approaches;
 - (c) Conditions in the current financial markets;
 - (d) Legal parameters;
 - (e) Effect on the County's credit rating;
 - (f) Requirements of insurance providers;
 - (g) Impact on the County's financial flexibility and cashflow requirements;
and
 - (h) Long-term capital plans and financial strategy of the County.
3. Evaluate alternative structures that may strengthen investor interest and improve the cost efficiency of transactions when considering market conditions, market innovations, and other factors such as:
- (a) Instrument type;
 - (b) Security/collateral options;
 - (c) Amortization options;
 - (d) Identity of borrower;
 - (e) Interest rate options;
 - (f) Use of tax-free and other modes;
 - (g) Payment period;
 - (h) Redemption/prepayment provisions;
 - (i) Original Issue Discounts (OIDs);
 - (j) Capital Appreciation Bonds (CABs);
 - (k) Credit enhancement; and
 - (l) Other provisions.
4. Assist in directing and coordinating credit rating processes to maximize the County's credit rating with agencies, lenders and underwriters, including:

- (a) Initiating contact and maintaining liaison;
 - (b) Coordinating information and document flow;
 - (c) Preparing presentation materials;
 - (d) Coordinating presentations;
 - (e) Negotiating key business points; and
 - (f) Conducting follow-ups to finalize ratings/insurance commitments.
5. Develop and employ a well-defined marketing strategy to achieve the best possible financing terms including the lowest cost, interest rate, and total debt service for the Projects.
6. Assist and advise in the selection of financing mode(s) and lender(s)/underwriter(s) and the negotiation of terms, including:
- (a) Initiating contact and maintaining communications with potential lenders/underwriters/issuers;
 - (b) Preparing and/or reviewing information and documents for submission to lenders/underwriters/issuers;
 - (c) Coordinating presentations and submissions to lenders/underwriters/issuers;
 - (d) Preparing requests for financing proposals;
 - (e) Handling and/or advising in negotiations with lenders/underwriters/issuers; and
 - (f) Obtaining, reviewing, and evaluating financing proposals.
7. Advise as to the method of sale for the particular debt transaction.
8. Advise as to the use of financial products as a part of the anticipated total financing process. This would include serving as Swap Advisor on financings which include a Swap.
9. Provide other assistance in connection with the Projects including, but not limited to, the following:

- (a) Develop timetable for work and distribution list for correspondence;
 - (b) Organize meetings and conference calls;
 - (c) Attend any and all meetings requested by the County, lenders, underwriters, or issuers;
 - (d) Monitor, as appropriate, actions required of principal participants on financing team;
 - (e) Serve as liaison to companies, persons, officials, not members of financing team (e.g., rating agencies and such other companies, persons, officials, entities, etc., as requested by the County);
 - (f) Maintain constant communications with County staff, legal counsel, and County Counsel regarding progress of work;
 - (g) Assist County's legal counsel with the development of all required legal documents and other pertinent documentation;
 - (h) Assist, as requested, in Project related issues, including management, financial, construction, regulatory, and intergovernmental issues;
 - (i) Assess market activity on an on-going basis and keep County staff aware of current interest rate levels and general market conditions.
10. Assist in the closing of the transaction(s) by coordinating, reviewing, monitoring, and following-through on all elements of the financing process to insure timely and proper closing of the financing transaction(s) and any post-closing follow-up, including:
- (a) Coordinate efforts of lender, underwriter, issuer, purchasers, counsel, printer, and other closing participants;
 - (b) Prepare and verify closing numbers;
 - (c) Review closing documents;
 - (d) Prepare accurate debt service schedules;
 - (e) Arrange with counsels and lenders the printing and timely distribution of final documents; and
 - (f) Assist County with any post-closing issues or follow-up.

11. Develop and implement efficient investment portfolio strategies for the proceeds of the Project financing that optimize earnings and limit or eliminate negative arbitrage or maximize earnings on bond or borrowed funds when considering:
 - (a) Available traditional investment securities;
 - (b) Any other investment instruments or contracts.
12. Assist with the capital budget process relative to timing and source of funds for capital improvements.

B. The Advisor will provide the County with on-going advice and counsel regarding any other matters concerning or related to the Projects and for which such advice and counsel is requested.

IV. FEES

A. The Advisor will be entitled to receive as consideration for services rendered a financial advisory fee to be established as follows:

1. A one-time Financial Planning fee for assistance to the County in preparing the initial Financial and Capital Plan for the General County Capital Program to include Schools and other general government needs and the Water and Sewer Financial Funding Plan. The financial planning phase will explore the amount of financing capacity available for the general government and water and sewer enterprise, preparation of a comprehensive plan and financial model and the accompanying presentation materials. The plan and materials will be formatted and presented to meet the needs of the County, the Local Government Commission and the bond rating and insurance firms. The financial planning fee of \$35,000.00 will be paid within thirty days of the date of this agreement;
2. A project fee negotiated for each specific Project engagement. The fee will be codified within a separate Project Letter Contract and will be developed and agreed upon for each separate Project. (see attached sample project letter);
3. The Project financing fee due the Advisor shall be due and payable upon the successful completion of and closing on the Project financing or other means established by the Project letter agreement addendum.

The Advisor will be reimbursed for all customary out of pocket costs, including but not limited to, travel, mailing, communications, copy and other costs. The out of pocket costs will be billed quarterly or at the time of billing for Project financing fees.

B. If the County utilizes Advisor to purchase open-market securities or other investment instruments with the proceeds of the Projects, then the Advisor shall be entitled to compensation in the form of a brokerage fee, at an amount mutually agreeable to the County and the Advisor, and in accordance with applicable laws.

C. For other advisory services not included in this agreement, fees will be negotiated by the parties and included as an amendment to this agreement.

V. GENERAL PROVISIONS

A. Nothing in this Agreement precludes the Advisor from acting as a business broker or financial advisor for the County in matters unrelated to this Agreement or in any future financing transactions. The Advisor shall not be affiliated with, nor shall the Advisor receive any remuneration from any third parties, directly or indirectly, in connection with this Agreement, without the prior written consent of the County.

B. The term of this Agreement shall extend until the cancellation by either party. It is expressly understood that either party, as a condition of this Agreement, reserves the right to cancel this Agreement upon thirty (30) days written notice with no further obligation to the Advisor other than reimbursement of accrued, out-of-pocket expenses and any earned and unpaid portion of the Project fees described in the active Projects.

C. This Agreement constitutes the entire agreement between the County and Advisor with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. No amendment, modification, or renewal of this Agreement shall be valid unless in writing and signed by the parties hereto;

D. To be effective any notice given or required hereunder must be in writing and be delivered in person, by confirmed facsimile, or five (5) days after deposit, postage prepaid, in the United States mail, addressed to the other party at the address set forth therefor below, or to such other address as the party may have given the other timely written notice of.

Advisor: DEC Associates, Inc.
6201 Fairview Road, Suite 200
Charlotte, NC 28210
Phone: (704) 944-4295
Fax: (704) 552-6332


County: Chatham County
12 East Street
Pittsboro, NC 27312
Phone: (919) 542-8210
Fax: (919) 545-2417

E. The County agrees to indemnify and hold harmless the Advisor (and its employees, directors, and agents) from and against any losses, claims, damages, and liabilities related to or arising from this Agreement, except for such losses, claims, damages, and liabilities incurred as a result of Advisor's negligence or misconduct to the extent permitted by law.

F. This Agreement is not effective until accepted and approved by an authorized representative of the County.

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

DEC ASSOCIATES, INC.


By 
Douglas E. Carter
President

Accepted and Approved this 6th day of may, 2005.

COUNTY OF CHATHAM, N.C.

By 
Vicki McConnell
Finance Director

Accepted and Approved this 18th day of April, 2005.

By 
Bunkey Morgan
Chairman Chatham County Board
of Commissioners

FINANCIAL ADVISORY AGREEMENT

The Financial Advisory Agreement (the "Agreement") is entered into as of [date], between the County of Chatham, NC ("the County") and DEC Associates, Inc. ("the Advisor"). The Agreement is specific to the issuance of the [title of Bond Series] specifically "the Bonds" dated on or about [date].

In connection with the Bonds, the Advisor will perform the following services related to the transaction:

1. Advise on matters relating to timing, financing structure, and other related matters,
2. Assist the County regarding obtaining of ratings with particular attention to current and future rating impacts,
3. Advise the County regarding various alternative Bond Transaction structures and the design thereof to maximize the economic benefits,
4. Assist in the preparation of documentation for the Bond Transaction and coordinate the execution and delivery of the final documents and the closing of the transaction, and
5. Assist in the closing of the transaction.

For these services DEC Associates, Inc. will charge as the fee a sum of \$[amount] plus out of pocket expenses. This fee does not include services rendered by others.

County of Chatham, North Carolina

DEC Associates, Inc.

BY _____
Vicki McConnell

BY _____
Douglas E. Carter

County Finance Director
Title

President
Title

Date

Date

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

AN ORDINANCE AMENDING THE CHATHAM COUNTY EDUCATIONAL FACILITIES IMPACT FEE ORDINANCE

WHEREAS, Chatham County has experienced substantial residential growth and development since the adoption of the Chatham County Educational Facilities Impact Fee Ordinance in October, 1999 and the various amendments thereto; and

WHEREAS, new residential development since the adoption of the Educational Facilities Impact Fee Ordinance has increased the burden upon existing public school facilities in Chatham County; and

WHEREAS, additional residential growth and development is anticipated that will further burden the limited resources of Chatham County in order to satisfy the increased demands for educational facilities; and

WHEREAS, the 2005 Impact Fee Update study prepared by Chatham County estimates the need for future public school facilities through the year 2010, estimates the construction cost thereof per additional student, and considers anticipated credits for future property and sales tax receipts; and

WHEREAS, residential growth in Chatham County since the Tischler Report and reasonably anticipated through 2010 is substantial throughout the County; and

WHEREAS, an educational facility impact fee is a significant expenditure and the Board of Commissioners desires to minimize the economic impact of such fees as much as possible while at the same time requiring new residential growth to more fairly share in the cost of providing reasonably anticipated new educational facilities; and

WHEREAS, the Board of Commissioners desires to accomplish said purpose by limiting the maximum impact fee for new residential growth; and

WHEREAS, the County has reviewed its 2005 review and the original Tischler study and methodologies utilized therein and is of the opinion that the formula fairly apportioning the cost of new facilities among those generating the need for such improvements should be modified as hereinafter set forth; and

WHEREAS, the County adopted an amendment to this ordinance on April 4, 2005 modifying the school impact fees payable for manufactured homes and single-family dwelling units, but inadvertently omitted any modification of the school impact fee payable for multi-family dwelling units; and

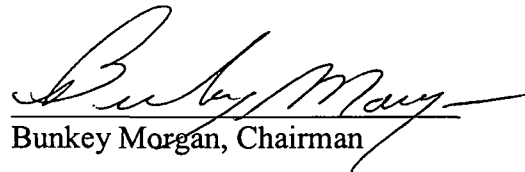
WHEREAS, the County is of the opinion that the formula fairly apportioning the cost of new facilities among those multi-family residential dwelling units generating the need for such improvements should be modified as hereinafter set forth; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Chatham County as follows:


1. That the portion of Section III of the Chatham County Educational Facilities Impact Fee Ordinance entitled "School Impact Fees Imposed on New Residential Dwelling Units" and the Schedule of Public School Impact Fees Subpart B thereof be deleted and the following inserted in lieu thereof:

"B. For multi-family residential dwelling units, the amount of the public school impact fee shall be \$ 950.00 per residential unit."
2. This ordinance shall be effective on May 01, 2005 and new residential dwelling units applying for building permits on and after said date shall pay the impact fee set forth herein.

Adopted this 18th day of April 2005.


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
APRIL 18, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the District Courtroom, located in Pittsboro, North Carolina, at 6:00 PM on April 18, 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 Chairman called the meeting to order at 6:00 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.

The Chairman asked that Item #8, consideration of a request to approve funds, up to \$9,000.00, to purchase sound/recording equipment be removed from the Consent Agenda and placed on the Regular Agenda for discussion; that Item #16, consideration of a request by Chatham County to locate one (1) communication tower in the Harpers Crossroads area for the 2005 Tower Plan had been discussed in the work session; and that Items #17, 18, 19, 20, consideration of appointments to Adult Care Home Committee, Home and Community Block Grant, Human Relations Committee, and Recreation Advisory Board respectively had been made.

The County Manager asked that a resolution for the addition of Olde Thompson Creek Road to the North Carolina System of Secondary Roads be added to the Agenda as Item #8A.

Commissioner Emerson moved, seconded by Commissioner Outz, to approve the Agenda and Consent Agenda with the noted requests. The motion carried five (5) to zero (0).

CONSENT AGENDA

1. **Minutes:** Consideration of a request to approve Board minutes for regular meeting held April 04, 2005 and Work Session held April 04, 2005

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. Fritts Family Drive

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

3. **Resolution Honoring the Service of Chatham County's Volunteers:** Consideration of a request to approve **Resolution #2005-23 Honoring the Service of Chatham County's Volunteers**, attached hereto and by reference made a part hereof.

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

4. **Sketch Design Review Approval of "Bland Tract Subdivision":** Consideration of a request by Trenton Stewart on behalf of Brantley Powell for subdivision sketch design approval of "**Bland Tract Subdivision**", consisting of 60 lots on approximately 113 acres, located off US Highway #15-501 North in Williams Township

As per the Planning Department and Planning Board recommendation, sketch design approval of "Bland Tract Subdivision" was granted as submitted.

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

5. **Sketch Design Approval of "Bingham Ridge":** Consideration of a request by J & B Partners, LLC, for subdivision sketch design approval of "**Bingham Ridge**", consisting of 24 lots on approximately 97 acres, located off SR #1536 [Lamont Norwood Road], in Baldwin Township

As per the Planning Department and Planning Board recommendation, sketch design approval of the plat was granted as submitted with the following condition:

1. Prior to preliminary plat submittal, the developer shall evaluate a more efficient septic layout for Lots #17-24 (taking into consideration the location of the well on the Thomas Harris property).

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

6. **Preliminary and Final Plat Approval of "Survey for John M. Stone and Mary A. McQuiston":** Consideration of a request by John M. Stone for subdivision preliminary and final approval of "**Survey for John M. Stone and Mary A. McQuiston**", consisting of two (2) lots on approximately 15 acres, located off SR #1941 [Seaforth Road], in New Hope Township

As per the Planning Department and Planning Board recommendation, preliminary and final approval of "Survey for John M. Stone and Mary A. McQuiston" was granted as submitted.

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

7. **Final Plat Review of "Cedar Grove, Phase II":** Consideration of a request by MAC Development, LLC, for subdivision final approval of "**Cedar Grove, Phase II**", consisting of eight (8) lots (Lots #6 - #13), on approximately 23 acres, located off SR #1540 [Jones Ferry Road], in Baldwin Township

As per the Planning Department and Planning Board recommendation, final plat approval for Cedar Grove, Phase II, Lots #6-13 were granted as submitted.

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

8. ~~**Sound/Amplification System:** Consideration of a request to approve funds, up to \$9,000.00, to purchase sound/recording equipment~~

This item was approved at the Work Session held earlier in the day.

- 8A. **Resolution for Addition of Road to NC System of Secondary Roads - Olde Thompson Creek Road:** Consideration of a request to approve **Resolution #2005-24 for the Addition of Streets or Roads to the North Carolina System of Secondary Roads - Olde Thompson Creek Road in Olde Thompson Creek Subdivision**, attached hereto and by reference made a part hereof.

END OF CONSENT AGENDA

PUBLIC INPUT SESSION

Howard Kuster, 2908 Goldston Carbonton Road, Gulf, NC, expressed dissatisfaction with regard to the newly increased Impact Fee doubling on short notice. He stated that the Board advertised the fee one day and put it into effect the next day; that he was already in the process of installing mobile homes on his property; that he already has the plumbing and septic tank permits; that the County is now demanding \$3,000 more; that he doesn't understand why this is being done to people who are already in the process of doing this; that he is a disabled veteran who lives with his six grandchildren, two daughters, his wife, and their husbands because he cannot get them on the property; that the Impact Fee was doubled to folks who were already permitted to putting them in; that this is wrong; that all permits have been paid; that people have been paid to move the mobile homes; and that he has no where to move them since the Impact Fee has been doubled; that he doesn't see how his family will impact anything since they were born and raised on the land, have gone to school there and will continue to do so; and that the ones who are getting burned the most are the ones who already live in the County.

The Chairman stated that he could not promise anything, but that the matter would be researched and addressed.

BOARD OF COMMISSIONERS' MATTERS

Public Hearings:

Public Hearing on Request by Liberty Chapel Church of Christ: Public hearing to receive public comments on a request by Liberty Chapel Church of Christ on the closure of various street rights-of-way in the Haywood Community

The Chairman opened the meeting for public comments.

Jerry Taylor, PO Box 60, Moncure, NC, stated that he represented Liberty Chapel Church; that the church bought the Johnson property with the streets on it; and that they would like to close the streets so that they can properly lay out the church's property.

Henry Manning, 260 Moncure Loop Road, Moncure, NC, questioned why Haywood needed to be changed when it has been like this for years. He stated that he felt it was fine the way it was. He also stated that he thought he owned some of the property in question.

The Chairman closed the public hearing.

As per the Planning Department recommendation, Commissioner Emerson moved, seconded by Commissioner Outz, to remove the unnamed alley between lots 179 and 180 and 181; unnamed alley between lots 155 and 156 and 178 and 179; and Lindley Street in its entirety from Exhibit A and adopt **An Ordinance Permanently Closing Certain Streets in Haywood**, attached hereto and by reference made a part hereof. Exhibit A is also attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Public Hearing on Community Development Block Grant – Economic Development Funds: Public hearing (second of two) to receive public comments on a request to apply for Community Development Block Grant – Economic Development funds

Tony Tucker, Chatham County Economic Development Director, encouraged the Board to move forward with the project due to the extraordinary opportunity offered the County. He stated that there is a building with 200,000 square feet that is sitting empty in the Town of Goldston; that they have been trying to find a new tenant for the building; that there have been some waste water treatment problems that seemingly could not be overcome with existing septic tanks, etc.; that an industry could not be placed in the building until the issue was resolved; that this problem has been on-going for approximately two and one half years; that American Moulding and Millworks wants to expand into the building; that a request had been made from the State requesting help with the installation of a sewer line; that entailed the company creating at least seventy-five jobs; and that the grant is to run a sewer line from

Lee County to the building in Goldston. He encouraged the Board to move forward stating that it was a great opportunity, that the Economic Development Commission, Town of Goldston, and the Board of Commissioners has worked hard on this, and that it is a win-win situation for everyone.

Bill Lester, with Hobbs, Upchurch & Associates stated that one of the major obstacles to providing sewer there is finding a method of treatment and/or disposal of the sewage; that sewer is going to be provided to an industry which will leverage the grant funds requested by creating jobs and creating taxable income for the community. He stated that this is a community development block grant for economic development through the NC Department of Commerce; that its purpose is to provide sewer to the facility; that project includes two pump stations to transport the waste water to the City of Sanford; and that the future extensions of the sewer grant to pick other customers along the line will be something that will be considered at a later date that would require other funding.

The Chairman closed the public hearing.

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt the following resolutions, attached hereto and by reference made a part hereof,

**Resolution #2005-25 Approving Administrative Guidelines and Policies
for the 2005 Community Development Block Grant – Economic
Development Project**

**Resolution #2005-26 in Support for the Submission of a Community
Development Block Grant for Economic Development**

**Resolution #2005-27 to Execute Community Development Block Grant
Related Documentation**

Resolution #2005-28 of Commitment to Further Fair Housing

**Resolution #2005-29 Concerning Community Development Code of
Conduct**

and to approve the Chatham County Recipient's Plan to Further Fair Housing, Chatham County Equal Employment and Procurement Plan, Chatham County Procurement Policy for the CDBG Grant Project, Chatham County Section 3 Plan for Employment Opportunities for Businesses and Lower Income Persons, Chatham County Residential Anti-displacement and Relocation Assistance Plan, Chatham County Citizen Participation Plan, and CDBG Economic Development Grant Project Assessment Policy. All are attached hereto and by reference made a part hereof.

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

Public Hearing on FY 2005-2006 Rural Operating Assistance Program: Public hearing to receive public comments on the FY 2005-2006 Rural Operating Assistance Program

Helen Stovall explained that the North Carolina Department of Transportation Public Transportation Division (NCDOT/PTD) has combined their three operating assistance programs into one application process; that these three programs are Rural General Public (RGP), Elderly and Disabled Transportation Assistance Program (EDTAP), and the Work First Transitional/Employment Transportation Assistance Program; that EDTAP funds are used to provide additional transportation services for the elderly and disabled, exceeding the quantity of trips provided prior to receipt of the funds; that the Work First Transitional/Employment Transportation Assistance program supports transitional transportation needs of Work First participants after eligibility for cash assistance has concluded and other general employment transportation needs; that the Rural General Public funds must be used in a manner consistent with the local General Public Service Plan already approved and on file with NCDOT/PTD.

She explained that County governments are the only eligible applicants for these funds; that it is the responsibility of the County Commissioners to sub-allocate and distribute the funds to local agencies; that NCDOT/PTD has allocated \$50,621 in Rural General Public (RGP) funds to Chatham County for FY 2005-2006; that RGP funds can only be allocated to the local Community Transportation System which in Chatham County is Chatham Transit Network (CTN); that these funds require a local match which is provided to CTN by United Way of Chatham County; that Work First Transitional/Employment funds can only be allocated to the Community Transportation System (CTN) or Department of Social Services; that Chatham Transit Network has always been the recipient of these funds; that the total amount allocated for Chatham County is \$6,243; and that the EDTAP allocation for the County is \$49,152.

She stated that the Board of Directors of Chatham Transit Network is recommending the following distribution of these funds:

Chatham County Council on Aging	\$35,928
Chatham County Group Homes, Inc.	2,151
Chatham Transit Network	<u>11,073</u>
Total	\$49,152

The allocation to Chatham Transit Network will be used in the following manner:

Chatham Trades	\$ 3,000
Central Carolina Community College	1,500
Early Intervention and Family Services	500
OPC Mental Health	3,000
Chatham County Together	1,740
Chatham County Group Homes	1,000
Chatham Transit Network	<u>333</u>
Total	\$11,073

Rosa Sutton, 1002 12th Street, Siler City, NC, voiced concern that the smaller companies in the County are not given the opportunity for monetary allocations. She stated that Sister to Sister Solutions was never included in the allocations; that they are open twenty-four hours per day seven days per week; that the shift changes does not have any affect on what they do; that their agency has been able to sustain their own selves for the last two years; and that the Board will continue to hear from her until she feels that distribution of funds are being made equitably.

Theresa Isley, 2255 South Second Avenue Extension, Siler City, NC, stated that she was a volunteer for Voices for Action; that she is also a domestic violence advocate for the Coalition for Family Peace, Family Violence, and Rape Crisis; that earlier in the year, there was a transportation survey done; that her concern is about transportation for the "everyday person"; that even though there might be a service, they are not as well-served as those for which the stipulations/allowances are made; that these people have to pay out of their pockets to use the transportation; that she has personally called to make appointments for people to have transportation to certain places; that sometimes it did not happen the way that it should have; that she feels if services are going to be advertised, they want to know that they can be depended upon; that she hopes Ms. Stovall and Ms. Sutton can partner their services as her concern is for the County.

The Chairman closed the public hearing.

BOARD OF COMMISSIONERS' MATTERS

FY 2005-2006 Rural Operating Assistance Program: Consideration of a request to approve the sub-allocation of the FY 2005-2006 Rural Operating Assistance Program (ROAP) funds

Commissioner Barnes moved, seconded by Commissioner Cross, to approve the sub-allocation FY 2005-2006 Rural Operating Assistance Program (ROAP) funds. The motion carried five (5) to zero (0). The allocation recommendation is attached hereto and by reference made a part hereof.

PLANNING AND ZONING

Request for B-1 Conditional Use District with Conditional Use Permit for Landscape Business, Lawn and Garden Shop, and Florist Consideration of a request by Christopher M. Fortunes on behalf of Royce and Faye Webster for a B-1 Conditional Use District with a Conditional Use Permit for landscape business, lawn and garden shop, and florist shop on approximately 3.8 acres, located off Highway #64, New Hope Township

As per the Planning Department and Planning Board recommendation, Commissioner Barnes moved, seconded by Commissioner Outz, to approve approval of the request for a B-1 Conditional Use District with a Conditional Use Permit for landscape business, lawn and garden shop, and florist shop on approximately 3.8 acres, located off Highway #64, New Hope Township with the following conditions:

1. Landscaping shall be as shown on the site map entitled "Evergreen Companies, Inc" and as required by the Chatham County Appearance Commission. All required landscaping shall be installed prior to the certificate of occupancy being issued for the structure.
2. There shall be one security pole light, height of pole not to exceed eighteen feet, shielded to prevent direct skyward glare or spillage onto adjacent properties, located at the rear of the building in the employee parking/equipment storage area. Low voltage landscape lighting (15 watts) may be installed around the building to highlight landscapes and plant materials. Lighting, except for security lighting and low voltage (15 watts), shall be timed to go off ½ hour after normal business hours and go on no more than 1/2 hour before normal business hours. All lighting must conform to the draft Chatham County Lighting Ordinance.
3. A 4 foot x 8 foot monument style sign with low-voltage (15 watts) shall be located in front of the structure.
4. A building permit shall be obtained within 12 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.
5. The amount of impervious surface area coverage shall be verified by a licensed engineer prior to issuance of the certificate of occupancy.
6. Traffic generated to and from this property is that which is generally associated with retail business and employee parking and use for the purposes of job-site preparations. There will also be weekend traffic to satisfy the needs of the area and the growth of the business.
7. County water shall be utilized as per the Chatham County Water Connection Policy.
8. Fencing shall be installed on the west side of the structure to enclose the area shown on the site plan labeled as, "trees, plant inventory and display area". All required fencing shall be installed prior to the certificate of occupancy being issued for the structure.
9. An as-built calculation of impervious surface area must be furnished to staff prior to a certificate of occupancy issued for the final structure.

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

Request for Revision to the Existing Conditional Use Permit for Planned Unit Development: Consideration of a request by Jeff Hunter on behalf of Colvard Farms for a revision to the existing Conditional Use Permit for a Planned Unit Development for a cluster development to add approximately 14 acres of land to consist of 14 lots, located off Highway #751, Williams Township

As per the Planning Department recommendation, Commissioner Outz moved, seconded by Commissioner Emerson, to grant approval of the request to modify the existing Conditional Use Permit for a Planned Unit Development for a cluster development to add approximately 14 acres of land and approval of the subdivision sketch design consisting of 14 lots with the following condition:

1. Colvard Farms Development Company shall provide a 30-foot wide perpetual, deeded access easement from the Hackney/Cates property, parcel #19671, to the Colvard Farms Road.

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

Request to Locate Communication Towers and Co-Locations: Consideration of a request by Gray Styers, Jr. on behalf of Cingular Wireless to locate communication towers and co-locations within Chatham County for the 2005 Tower Plan

As per the Planning Department recommendation, Commissioner Emerson moved, seconded by Commissioner Outz, to approve the Cingular Wireless request for three additional towers and one co-location as submitted with an increase in height of tower 368-386 to 199 feet unless Cingular Wireless provides information justifying a lesser height of 175 feet. All three towers may be increased to the maximum amount allowed if the ordinance is amended. The motion carried five (5) to zero (0).

Request to Locate One Communication Tower in Harpers Crossroads Area: Consideration of a request by Chatham County to locate one (1) communication tower in the Harpers Crossroads area for the 2005 Tower Plan

This item was tabled in the work session held earlier in the day.

BOARDS AND COMMITTEES

Human Relations Committee: Consideration of a request to appoint a member to the Human Relations Committee

Commissioner Outz moved, seconded by Commissioner Emerson, to appoint Ms. Betsy Cockman, PO Box 691, Pittsboro, NC, to the Human Relations Committee. The motion carried five (5) to zero (0).

MANAGER'S REPORTS

Sound/Amplification System Clarification:

The County Manager asked the Board for clarification in their earlier action taken on the purchase of a new "Sound/Amplification System". He asked if they had suspended their formal bid policy process and given staff instructions to proceed with the purchase.

Commissioner Emerson confirmed that that was the intent of his motion. By consensus, the Board agreed.

COMMISSIONERS' REPORTS

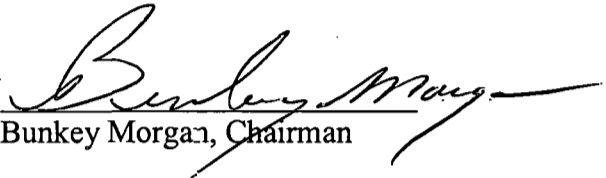
First Health Budget:

Commissioner Outz asked about the First Health contract renewal. He stated that he had heard a lot of complaints with regard to First Health charging \$500-600 to be transported to Chapel Hill. He asked if the County received an audit report on them.

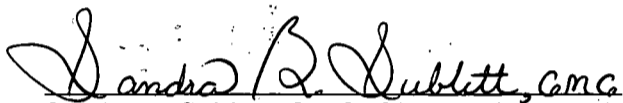
The County Manager stated that a report could be obtained on their activities but that the County could not get a report on their financial condition as it was proprietary information.

ADJOURNMENT

Commissioner Outz moved, seconded by Commissioner Cross, that the meeting be adjourned. The motion carried five (5) to zero, and the meeting was adjourned at 7:35 PM.


Bunkey Morgan, Chairman

ATTEST:


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

COUNTY OF CHATHAM

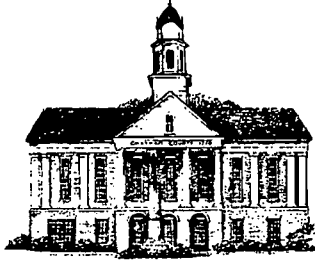
Res. #2005-23

COMMISSIONERS

BUNKEY MORGAN
Chairman

THOMAS J. EMERSON
Vice Chair

PATRICK BARNES
MIKE CROSS
CARL OUTZ



P. O. BOX 87
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

CHARLIE HORNE
County Manager

ROBERT L. GUNN
County Attorney

Phone (919) 542-8200
Fax (919) 542-8272

RESOLUTION

HONORING THE SERVICE OF CHATHAM COUNTY'S VOLUNTEERS

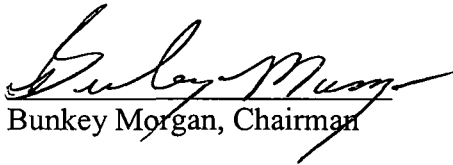
WHEREAS, Chatham County citizens have proven their dedication and community spirit through a long history volunteerism; and

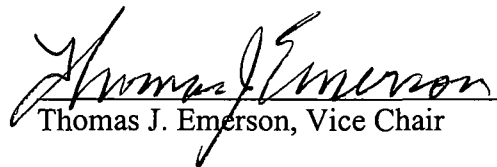
WHEREAS, Chatham County volunteers, serve in many positions for many organizations throughout our County; and

WHEREAS, Chatham County has benefited tremendously from the diversity of volunteers who give of their time and talents; and

NOW, THEREFORE, BE IT RESOLVED by the Chatham County Board of Commissioners that we do hereby honor and commend the many volunteers of Chatham County by designating April 17 to April 23, 2005 as Volunteer Appreciation Week.

Adopted this, the 18th day of April, 2005.


Bunkey Morgan, Chairman


Thomas J. Emerson, Vice Chair


Patrick Barnes, Commissioner


Mike Cross, Commissioner


Carl Outz, Commissioner

COUNTY OF CHATHAM

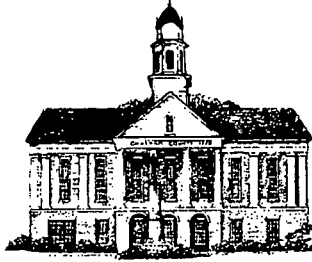
Res. #2005-24

COMMISSIONERS

BUNKEY MORGAN
Chairman

THOMAS J. EMERSON
Vice Chair

PATRICK BARNES
MIKE CROSS
CARL OUTZ



P. O. BOX 87
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

CHARLIE HORNE
County Manager

ROBERT L. GUNN
County Attorney

Phone (919) 542-8200
Fax (919) 542-8272

Resolution for the Addition of Streets or Roads to the North Carolina System of Secondary Roads

Olde Thompson Creek Road in Olde Thompson Creek Subdivision (Plat Slide 2001-319 & 2001-320)

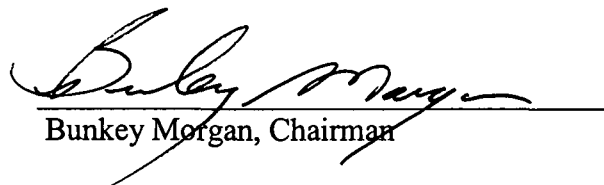
WHEREAS, Chatham County wishes to cooperate in any way possible with the North Carolina Department of Transportation, Division of Highways, to place streets and roads within the County on the North Carolina System of Secondary Roads, operated and maintained by the North Carolina Department of Transportation; and

WHEREAS, Olde Thompson Creek Road is located at the centerline intersection of State Road #1741; to the centerline of cul-de-sac 3555 Ft. (0.67 mile); and

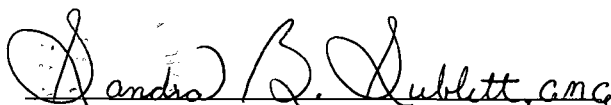
WHEREAS, Olde Thompson Creek Road has been found to meet the requirements to the Secondary Road System as established by the North Carolina Department of Transportation.

NOW, THEREFORE BE IT RESOLVED, that the Chatham County Board of Commissioners requests that subject road, Olde Thompson Creek Road, be added to the North Carolina System of Secondary Roads upon meeting all criteria as established by the Department of Transportation.

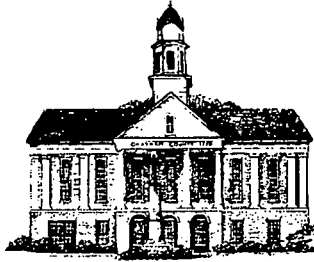
Adopted this, the 18th day of April, 2005.


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
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PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

AN ORDINANCE PERMANENTLY CLOSING CERTAIN STREETS IN HAYWOOD

WHEREAS, the Board of Commissioners of the County of Chatham adopted a resolution on March 21, 2005 declaring its intent to close certain streets within Haywood pursuant to NCGS §153A-241 and called for a public hearing thereon for April 18, 2005; and

WHEREAS, the resolution was duly published and a copy forwarded to all owners adjoining the portion of said street proposed to be closed and a notice of the closing and public hearing were duly posted along said street; and

WHEREAS, after the public hearing on April 18, 2005 it appears to the satisfaction of the Board of Commissioners of the County of Chatham that closing the streets requested is not contrary to the public interest and that no individual owning property in the vicinity of said streets would thereby be deprived of reasonable means of ingress and egress to his property;

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CHATHAM as follows:

- 1) That pursuant to NCGS §153A-241 the following streets described on Exhibit A attached hereto and incorporated herein by reference be, and they hereby are, permanently closed.
- 2) That a certified copy of this ordinance be recorded in the Chatham County Registry.

Adopted this the 18th day of April, 2005.


Bunkey Morgan, Chairman

ATTEST:



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

EXHIBIT A

The streets proposed to be closed are as follows:

1. All of Wilmington Street from its intersection with Lindley Street at the Northernmost corner of Lot 251 to its intersection with Lucas Street near the Southernmost corner of Lot 250 and the North East corner of Lot 230, as depicted in the plan of the Town of Haywood or Haywoodsborough, as surveyed and laid off by Jonathan Lindley in 1799.

2. All of Lucas Street from its intersection with Wilmington Street near the Southernmost corner of Lot 250 and the Northeast corner of Lot 230 to the Southernmost corner of Lot 178, as depicted in the plan of the Town of Haywood or Haywoodsborough, as surveyed and laid off by Jonathan Lindley in 1799.

3. All of Newberne Street from its intersection with Lindley Street near the Northernmost corner of Lot 181 and the Southwest corner of Lot 208 to its intersection with Lucas Street near the Southwest corner of Lot 206 and the Northeast corner of Lot 178, as depicted in the plan of the Town of Haywood or Haywoodsborough, as surveyed and laid off by Jonathan Lindley in 1799.

4. All of B. Williams Street from its intersection with Lindley Street near the Northernmost corner of Lot 233 and the Northwest corner of Lot 250 to its intersection with both Lucas Street and Wilmington Street near the Southernmost corner of Lot 250 and the Northeast corner of Lot 230, as depicted in the plan of the Town of Haywood or Haywoodsborough, as surveyed and laid off by Jonathan Lindley in 1799.

5. All of the unnamed alleyways 15 feet in width lying between 207 and 208 and 209; 231 and 232 and 233; 206, 207 and 209 and 230, 231 and 232; as depicted in the plan of the Town of Haywood or Haywoodsborough, as surveyed and laid off by Jonathan Lindley in 1799.

SAVE AND EXCEPT from the above described streets or rights of way any private easements located thereon.



Hobbs, Upchurch & Associates, P.A.

Consulting Engineers

300 S.W. Broad Street • Post Office Box 1737 • Southern Pines, NC 28388

Memo

To: Sandra Sublett, Clerk to the Board
Chatham County

From: Sharon McDuffie

Date: April 20, 2005

Re: CDBG-ED Grant Application to serve American Moulding
and Millwork Company

Enclosed please find the following information that is needed from Chatham County in order to submit the CDBG-Economic Development Grant Application to the N.C. Department of Commerce.

- Extra set of originals of the Resolutions/Ordinances that were approved on Monday night, April 18th. This extra set is for the County's records.
- Additional grant documents not requiring Board action, but do need to be signed by the Chairman and returned to me to be included with grant application.

If you have any questions, please let me know. Also, if you will give me a call when these are ready, Conrad Wrencher can stop by and pick them up from you. He is overseeing the CDBG Housing Rehabilitation project for Chatham County and is working in the area quite regularly.

**Resolution Approving Administrative Guidelines and Policies
for the
2005 Community Development Block Grant – Economic Development Project**

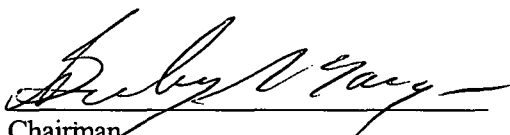
*Sanitary Sewer Improvements
Chatham County, North Carolina*

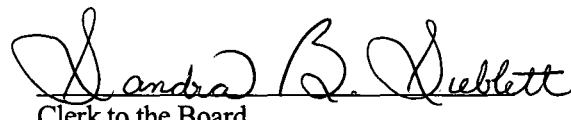
WHEREAS, Chatham County wishes to carry out its FY 2005 CDBG Economic Development program in accordance with established state and federal administrative guidelines.

NOW, THEREFORE, the Chatham County Board of Commissioners hereby collectively adopts the following guidelines, plans and policies, and resolves that they be utilized during the administration of the FY2005 CDBG Economic Development program:

1. Resolution to Submit 2005 CDBG Economic Development Grant Application
2. Resolution to Execute CDBG Related Documentation
3. Resolution of Commitment to Further Fair Housing
4. Recipient's Plan to Further Fair Housing and Complaint Procedure
5. Equal Employment & Procurement Plan
6. Procurement Policy
7. Section 3 Plan
8. Residential Anti-Displacement and Relocation Assistance Plan
9. Citizen Participation Plan
10. Code of Conduct
11. Sewer Assessment Policy

Adopted, this 18th day of April, 2005.


Chairman
Chatham County Board of Commissioners


Clerk to the Board
Chatham County Board of Commissioners

(Seal)

**RESOLUTION FOR THE
CHATHAM COUNTY BOARD OF COMMISSIONERS**

**SUPPORT FOR THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK
GRANT FOR ECONOMIC DEVELOPMENT**

*Sanitary Sewer Improvements to serve American Moulding and Millwork Company
Chatham County, North Carolina*

WHEREAS, the Chatham County's Board of Commissioners has previously indicated its desire to assist in economic development efforts within the County; and,

WHEREAS, the Board of Commissioners has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit American Moulding and Millwork Company; and,

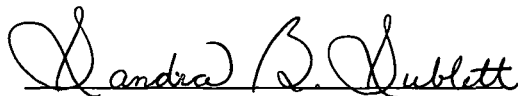
WHEREAS, the Board of Commissioners wishes the County to pursue a formal application for Community Development Block Grant funding to benefit American Moulding and Millwork Company; and will invest monies in the amount of \$473,000 into the project as committed to in the application.

WHEREAS, the Board of Commissioners certifies it will meet all federal regulatory and statutory requirements of the Small Cities Community Development Block Grant Program,

NOW, THEREFORE BE IT RESOLVED, by the Chatham County Board of Commissioners that the County is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant for Economic Development to benefit American Moulding and Millwork Company.

Adopted this the 18th day of April, 2005 in Chatham County, North Carolina.


Chairman
Chatham County Board of Commissioners

Attest:

Clerk to the Board
Chatham County Board of Commissioners

(Seal)

**RESOLUTION TO EXECUTE COMMUNITY
DEVELOPMENT BLOCK GRANT RELATED DOCUMENTATION**

*Sanitary Sewer Improvements
Chatham County, North Carolina*

WHEREAS, Chatham County is submitting a grant application for Community Development Block Grant funds for Sanitary Sewer Improvements project; and

WHEREAS, Chatham County realizes the importance of prompt action with regard to Community Development Block Grant related documentation, and in the interest of maintaining satisfactory work progress;

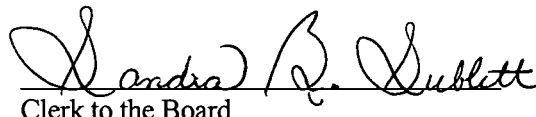
NOW THEREFORE, be it resolved by the Chatham County Board of Commissioners that:

Upon receipt of the Grant Agreement and Funding Approval for the 2005 Sanitary Sewer Improvements – CDBG Economic Development project by the N.C. Department of Commerce, Commerce Finance Center, the Chairman and/or the County Manager are hereby authorized to proceed with the execution of these documents and return them to the Commerce Finance Center in the interest of proceeding with grant execution.

The Chairman and/or County Manager are hereby authorized to execute daily Community Development Block Grant related documentation which includes documentation such as the environmental review record, grant agreements, general correspondence between the County and the proposed businesses and/or the Commerce Finance Center (as necessary). Any documentation, which reflects a change in the original scope of work and/or amendment related activities, must be brought before the Chatham County Board of Commissioners for approval.

ADOPTED, this the 18th day of April, 2005.


Chairman
Chatham County Board of Commissioners


Clerk to the Board
Chatham County Board of Commissioners

(Seal)

RESOLUTION OF COMMITMENT TO FURTHER FAIR HOUSING

*Sanitary Sewer Improvements
Chatham County, North Carolina*

WHEREAS, the Chatham County Board of Commissioners is familiar with Title VIII, Civil Rights Act of 1968, amended by the Housing and Community Development Act of 1974; and

WHEREAS, the Chatham County Board of Commissioners is aware that they are obligated to be in compliance with the "State Fair Housing Act", (under Chapter 41A of the General Statutes of North Carolina); and

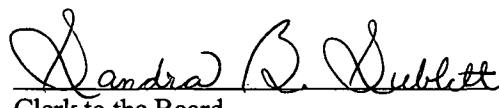
WHEREAS, the Chatham County Board of Commissioners will administer programs and activities relating to housing and urban development in a manner to affirmatively further fair housing.

NOW, THEREFORE, LET IT BE RESOLVED that the Chatham County Board of Commissioners agrees to commit to fair housing within the County's jurisdiction and will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable in their efforts to further fair housing within Chatham County.

BE IT FURTHER RESOLVED, that Keith Megginson, Planning Director, is hereby named Fair Housing Officer in order to provide counseling and referral services to persons having complaints about housing discrimination and housing conditions within Chatham County.

ADOPTED, this the 18th day of April, 2005.


Chairman
Chatham County Board of Commissioners


Clerk to the Board
Chatham County Board of Commissioners

(Seal)

**RESOLUTION CONCERNING
COMMUNITY DEVELOPMENT CODE OF CONDUCT**

*Sanitary Sewer Improvements
Chatham County, North Carolina*

HATCH ACT

No employee or agent of Chatham County may perform any function during work hours that is considered a political activity. This includes: soliciting votes, transporting voters, distributing campaign materials, working on or developing campaign materials, etc.

DISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, religion, sex, handicap, or age be excluded from participation in, be denied benefits or, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds. Amendments to Title VIII of the Civil Rights Act of 1968 now include non-discrimination against families with children.

ENGAGEMENT IN PROCUREMENT

No employee, officer, or agent of Chatham County shall participate in the selection of or award of administration of a contract supported by Federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
- b. Any member of his immediate family;
- c. His or her partner; or
- d. An organization, which employs or is about to employ, any of the above has a financial or other interest in the firm selected for award.

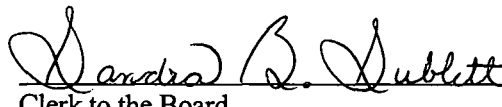
The grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

CONFLICT OF INTEREST

No employee, officer, or agent shall influence or attempt to influence the outcome of any case or matter in which he has a direct interest either personally or in the person of any relative by blood or marriage. Employees or agents so involved shall abstain from dealing with such matters they may provide information at the request of Chatham County but shall not attempt to influence the decisions of Chatham County.

ADOPTED, this the 18th day of April, 2005.


Chairman
Chatham County Board of Commissioners


Clerk to the Board
Chatham County Board of Commissioners

(Seal)

Summary of Administrative Guidelines & Policies
FY2005 CDBG Economic Development Grant Application – Chatham County

1. Resolution to Submit
Authorizes the submission of the FY05 CDBG Economic Development Application
2. Resolution to Execute CDBG Related Documentation
Authorizes the Chairman and/or County Manager to execute daily CDBG related documentation
3. Resolution of Commitment to Further Fair Housing
County agrees to commit to fair housing within its jurisdiction and comply with all federal, state and local laws, etc.
4. Recipient's Plan to Further Fair Housing
Description of fair housing activities that must be implemented by the during the grant period.
5. Equal Employment Plan
The County provides equal employment opportunities.
6. Procurement Policy
Outlines the three methods of procurement to be used within this project for the award of contracts and purchases.
7. Section 3 Plan
Outlines the County's strategy for identifying opportunities for employment arising out of a CDBG assisted project and for making these jobs available for low-income residents in the area. It also states that the project activities will attempt to utilize local suppliers.
8. Residential Anti-Displacement and Relocation Plan
This plan states how the County will replace all occupied and vacant occupiable low/moderate income housing units demolished or converted to a use other than low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974 and what steps the County will take to replace these units. It is required that this plan be adopted by the Board; however, there is no displacement or relocation proposed for this project.
9. Citizen Participation Plan
The County will provide for and encourage citizen participation and will provide technical assistance to groups representative of persons of low and moderate income who request such assistance. The Complaint Procedure states the procedures developed by the County to handle complaints received involving the CDBG or any HUD-funded programs.

10. Code of Conduct

No public official, employee, officer or agent of the County shall participate in the selection, the award or the administration of a contract supported by federal funds if a conflict of interest, real or apparent, is involved.

11. Sewer Assessment Policy

Policy designed to charge an assessment fee to businesses or residents in the project area who may receive sanitary sewer service as a result of the CDBG-ED funding.

RECIPIENT'S PLAN TO FURTHER FAIR HOUSING

Sanitary Sewer Improvements Chatham County, North Carolina

Chatham County
P.O. Box 87
Pittsboro, NC 27312-0087

Contact Person:
Keith Megginson, Planning Director
PH: 919/542-8204
TDD No.: (800) 735-2962

- I. Indicate if the grantee will be affirmatively further fair housing for the first time or has implemented specific activities in the past.

First Time _____ Past Activities X

- II. Identify and analyze obstacles to affirmatively furthering fair housing in grantee's community. (Use additional pages as necessary.)

The basic obstacle in Chatham County is the lack of knowledge among housing agencies and the general public in the community concerning Title VIII requirements. An assessment of the County's residents' attitudes and practices will need to be made in order to identify and analyze further obstacles towards fair housing and what effects notification will have to the public.

- III. Briefly describe the activities that the grantee will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule for implementation of these activities must be included. Activities must be scheduled for implementation at least on a quarterly basis.

Chatham County has adopted a Fair Housing Resolution which established a complaint procedure. This resolution establishes Keith Megginson, Planning Director for Chatham County, as the authorized official to receive complaints regarding housing discrimination through the life of the 2005 CDBG Economic Development Project. Such complaints would be handled directly by the Planning Director's Office and then referred to the North Carolina Human Relations Commission for investigation, conciliation, and resolution. Chatham County has developed informational pamphlets that summarize the Title VIII requirements with regards to race, creed, color, national origin or ancestry, religion, sex, and/or sexual discrimination, handicap and/or disability, age, and families with children. The pamphlet includes the name of the contact person, the address, and the telephone number and a brief description of equal housing opportunities which are provided through Title VIII. Chatham County intends to distribute these pamphlets to various agencies by mail in the community who are involved in housing services. This would include Realtors, financial institutions, real estate developers, senior citizen groups, and other firms and agencies which deal with housing.

Chatham County will publish a "NOTICE" in the local newspaper to inform citizens of both Title VIII requirements and the County's complaint procedure, naming the fair housing officer, address and telephone number.

SCHEDULE:

March 2005:

Place one or more advertisement in the local newspaper providing the public with the name and procedure regarding Title VIII requirements on the local level and the complaint procedure.

June 2005:

Evaluate local lending institutions, realtors, and real estate developers within the community with informational pamphlets, upon adoption of a resolution by the board and approval of the pamphlets (resolution adopted: _____).

September 2005:

Prepare a public notice for display at the County's Administration Building summarizing Title VIII requirements and describing the County's assistance activities, naming the fair housing officer, address and telephone number.

December 2005:

Re-advertise the notice in the local newspaper naming the fair housing officer, address and telephone number.

March 2006:

Re-evaluate local lending institutions, Realtors, and real estate developers within the community, acquiring their addresses and mailing out informational pamphlets.

June 2006:

Promote fair housing through an informational mailing to County citizens.

September 2006:

Prepare informational brochures to be made available to the public at the County's Administration Building Title VIII requirements and describing the County's assistance activities, naming the fair housing officer, address and telephone number.

December 2006:

Re-advertise the notice in the local newspaper naming the fair housing officer, address and telephone number.

IV. Will the above activities apply to the total municipality or County?

Yes X No _____ If no, provide explanation.

V. Describe grantee's method for receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this 2005 CDBG Economic Development project. Include a description of how the grantee informs the public about the complaint procedure. (Use additional pages if necessary).

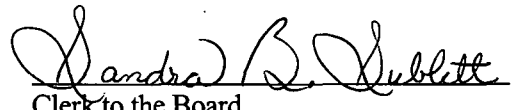
Chatham County adopted a Resolution of Fair Housing on _____, in order to receive and resolve any complaints regarding housing discrimination within the County's jurisdiction. The resolution established the County's Planning Director, as the authorized official to

receive complaints regarding housing discrimination. Such complaints will then be referred to the North Carolina Human Relations Commission for investigation.

Should housing discrimination complaints be received, the fair housing officer, along with the Chatham County Manager, will evaluate the complaints and work with the parties involved to resolve the complaints. Any unresolved complaints will be forwarded within ten (10) days to the North Carolina Human Relations Commission. In turn, the complainant will receive a letter from Chatham County as to the status of their complaint. The notice will acknowledge that the written complaint has been received and has been forwarded to the North Carolina Human Relations Commission's Fair Housing staff. The Planning Director's Office will use form HUD-903(6/90), reference handbook 8020.1 for handling and referrals of such complaints.

ADOPTED, this the 18th day of April, 2005.


Chairman
Chatham County Board of Commissioners


Clerk to the Board
Chatham County Board of Commissioners

(Seal)

EQUAL EMPLOYMENT AND PROCUREMENT PLAN

*Sanitary Sewer Improvements
Chatham County, North Carolina*

Chatham County maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy the County prohibits any retaliatory action of any kind taken by any employee of the County against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The County shall strive for greater utilization of all persons by identifying previously under utilized groups in the work force, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development, and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the County Manager and/or other persons designated by the Board of Commissioners to assist in the implementation of this policy statement.

The County shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Opportunity and Affirmative Action will be presented to the Board of Commissioners by the County Manager.

The County is committed to this policy and is aware that with its implementation, the County will receive positive benefits through the greater utilization and development of all its human resources.

ADOPTED, this the 18th day of April, 2005.


Chairman
Chatham County Board of Commissioners


Clerk to the Board
Chatham County Board of Commissioners

(Seal)

PROCUREMENT POLICY

Sanitary Sewer Improvements Chatham County, North Carolina

In the procurement of supplies, equipment, or services in the Chatham County CDBG program the following policies shall apply:

1. Small Purchase Procedures. These are relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies, equipment, or other property, costing in the aggregate not more than \$25,000.00 (24 CFR 85). Under this procurement method price or rate quotations shall be obtained from an adequate number of qualified sources. Office supplies and equipment may be secured by this method and documentation maintained in the file.
2. Procurement by Sealed Bids. In competitive sealed bids (formal advertising), sealed bids shall be publicly solicited and a firm fixed price contract (lump sum or unit price) shall be awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation of bids is the lowest price.

In order for sealed bidding to be feasible, the following conditions should be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business; and
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

The housing rehabilitation program, the water and/or sewer installations, and the home demolitions shall be awarded by utilizing this procedure.

3. Procurement by Competitive Proposals. In competitive negotiations, proposals shall be requested from a number of sources and the Request for Proposals shall be publicized. All aspects of the competitive negotiations shall be carried out in conformance with Federal Circular 24 CFR 85.

In order for competitive bidding to be feasible, the following conditions apply:

- a. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- b. Proposals will be solicited from an adequate number of qualified sources;
- c. Grantees and subgrantees will have a method of conducting technical evaluations of the proposals received and for selecting awardees;
- d. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

- e. Unsuccessful offerors shall be notified promptly.

The general administration contract, engineering contract, legal, and appraisal services related to the program implementation shall be awarded utilizing this method.

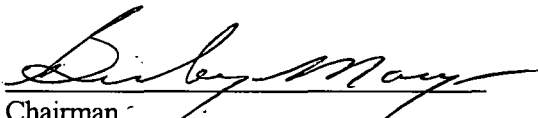
- 4. Noncompliance Negotiation. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:
 - a. After solicitation from a number of sources, competition is determined inadequate;
 - b. The items or services required are available only from one source;
 - c. Public exigency or emergency is such that the urgency will not permit a delay beyond the time needed to employ one of the other methods noted; and
 - d. If the Federal grant agency (the state agency in the State-administered CDBG program) authorizes the noncompetitive method.

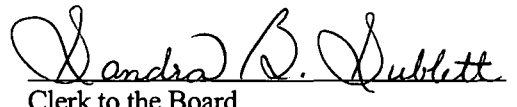
On all procurements, efforts shall be made to solicit bids from qualified small business and minority business firms. The grantee will take all necessary affirmative steps to assure that minority firms, women's businesses, and labor surplus area firms are used when possible.

In all cases, procurement under this Policy must conform to the requirements for procurements set forth in Federal Circular 24 CFR 85.

An adequate record of procurements must be maintained to insure that these policies and the requirements of Federal Circular 24 CFR 85 have been followed in their entirety.

ADOPTED, this the 18th day of April, 2005.


Chairman
Chatham County Board of Commissioners


Clerk to the Board
Chatham County Board of Commissioners

(Seal)

SECTION 3 PLAN FOR EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS

Sanitary Sewer Improvements Chatham County, North Carolina

To insure that to the greatest extent possible contracts for work are awarded to business concerns located in or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, Chatham County (County) has developed and hereby adopts the following Plan:

1. This Section 3 Plan shall apply to services and needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.
2. This Section 3 covered project area for the purpose of this grant program shall include Chatham County, and portions of immediately adjacent counties.
3. When in need of a service, the County will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories and the Small Business Administration local offices. Word of mouth recommendations shall also be used as a source.
4. The County will include this Section 3 clause in all contracts executed under this CDBG Program. Where deemed necessary, listings from any agency noted in No. 3 above shall be included as well as sources of subcontracts and suppliers.
5. The prime contractor selected for major public facility or building construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the County Employment Security Commission shall be notified and referred to the contractor.
6. Each contractor under the program, as applicable, for jobs having contracts in excess of \$10,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.
7. All jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; all contracts will be listed with the North Carolina Division of Purchases and Contracts; potential employees and businesses may seek development and training assistance through various state and local agencies, and we will maintain a list for individuals and business concerns inquiring.
8. Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise in our local newspaper an ad prominently located as a display ad the pertinent information regarding the project including all Section 3 required information.

ADOPTED, this the 18th day of April, 2005.


Chairman
Chatham County Board of Commissioners


Clerk to the Board
Chatham County Board of Commissioners

(Seal)

**RESIDENTIAL ANTIDISPLACEMENT
AND RELOCATION ASSISTANCE PLAN**

*Sanitary Sewer Improvements
Chatham County, North Carolina*

Chatham County will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(b)(1).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, Chatham County will make public and submit to the North Carolina Department of Commerce, Commerce Finance Center, the following information in writing:

1. A description of the proposed assisted activity;
2. A general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.

The County will provide relocation assistance, as described in 24 CFR 570.606(b)(2), to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, Chatham County will take the following steps to minimize the displacement of persons from their home:

1. No housing units will be demolished that, after inspection, has been found to be in such structural condition that it can be repaired for \$33.00 per square foot up to a maximum of \$29,999 per structure.
2. No housing will be converted to a use other than as low/moderate-income housing using Community Development Block Grant (CDBG) funds.

ADOPTED, this the 18th day of April, 2005.


Chairman
Chatham County Board of Commissioners


Clerk to the Board
Chatham County Board of Commissioners

(Seal)

CITIZEN PARTICIPATION PLAN

Sanitary Sewer Improvements Chatham County, North Carolina

This plan describes how Chatham County will involve citizens in the planning, implementation, and assessment of the Community Development Block Grant (CDBG) program. The CDBG program provides funds to local units of government on a competitive basis. The funds must be used for projects which benefit low and moderate-income persons and aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and also requires that citizens be given an opportunity to serve in a key advisory role to these elected officials.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance, and design of changes in the Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

1. To serve as an advisory committee to the project;
2. To attend or hold public hearings or community meetings; and
3. To provide individual citizen efforts in the form of comments, complaints, or inquiries submitted directly to the Program Administrators or designated County official.

PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with the County. The County will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions, and program modifications. All such changes will be discussed with the County and their comments considered prior to taking action. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops. Technical assistance will be available as needed.

PROGRAM ASSESSMENT

Program assessment activities by citizens will occur in a variety of ways. A performance hearing will be held thirty to sixty (30 to 60) days prior to the start of planning for the next program year. The Program Amendment will be asked to provide citizen commentary for the Grantee Performance Report.

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to Charlie Horne, Chatham County Manager. He will respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to Bunkey Morgan, Chairman of the Chatham County. He shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to North Carolina Department of Commerce, Commerce Finance Center, 4318 Mail Service Center, Raleigh, North Carolina 27699-4318, Attention: Program Representative, requesting an investigation of the problem. Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints.

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year's application.

TECHNICAL ASSISTANCE


Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to Chatham County. Such assistance will support citizen efforts to develop proposals, define policy, and organize for the implementation of the program. It is expected that such assistance will be provided directly to the County in response to their request. Assistance could be provided in the form of local presentations, informational handouts, research of a specific issue, or other short-term efforts.

PUBLIC INFORMATION

Chatham County will also undertake public information efforts to promote citizen participation. These efforts will include the following:

1. Public Notice of all Public Hearings will be published in the non-legal section of the local newspaper at least ten (10) days before the scheduled hearing. These notices will indicate the date, time, location, and topics to be considered. The notices will also be made available in the form of press releases, as a public service announcement to local radio stations, and will be provided to churches within the target area for distribution.
2. Orientation Information will be provided at the first public hearing. The Program Administrator(s) will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activities; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program; and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions, and contracting procedures.
3. A Public File containing program documentation will be available for review at the County Manager's Office during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan, and the Annual Performance Report. Other program documents are also available for citizen review on request at the County Manager's Office consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
4. Public Hearings: An interpreter will be provided for all non-English speaking individuals and/or deaf individuals.

ADOPTED, this the 18th day of April, 2005.


Chairman
Chatham County Board of Commissioners


Clerk to the Board
Chatham County Board of Commissioners

(Seal)

**CDBG ECONOMIC DEVELOPMENT GRANT PROJECT
ASSESSMENT POLICY**

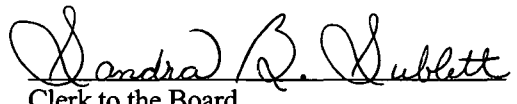
*Sanitary Sewer Improvements
Chatham County, North Carolina*

Chatham County is required, as a condition of a Community Development Block Grant for Economic Development (CDBG-ED) to construct sanitary sewer lines to serve a business located in Chatham County. The assessment policy delineated herein is designed to give Chatham County a mechanism to equitable provide sewer service to future users in the area whose sewer service will be upgraded as a result of CDBG-ED funding.

1. Future users connecting to the County's sewer system shall be required to pay an assessment fee of \$1,000 per connection to Chatham County. This fee is in addition to normal tap fees and shall be paid in full prior to connection to the designated lines.
2. The assessment fee required in Section 1 shall not be imposed on any business that is owned by low and moderate-income individuals, or any residence that is owned or occupied by low and moderate-income individuals. This assessment fee shall be waived by Chatham County for any business that ties into the service that presently employs greater than 60% of positions will be filled by low and moderate-income persons.
3. Chatham County reserves the right to reduce the assessment fee charge to any future users based on the economic impact on the County's overall economy.
4. All revenue generated by this assessment policy prior to completion of the project shall be used to reduce the amount of the CDBG-ED funds. Fifty percent (50%) of all revenue generated by the assessment policy thereafter shall, for a period of five (5) years, be returned to the CDBG Program at the Commerce Finance Center for funding of future economic development projects. The fifty percent (50%) retained by Chatham County shall be used to finance future capital improvements to the County's sewer system with priority place upon improvements to persons of low and moderate income.

ADOPTED this 18th day of April, 2005.


Chairman
Chatham County Board of Commissioners


Clerk to the Board
Chatham County Board of Commissioners

(Seal)

State of North Carolina

County of Chatham

**APPENDIX A
CERTIFIED STATEMENT
FY 2005 - 2006**

RURAL OPERATING ASSISTANCE PROGRAM

Whereas Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation as the agency responsible for administering all federal and/or state programs related to public transportation, and grants the department authority to do all things required in applicable federal and/or state legislation to properly administer the public transportation programs within the State of North Carolina;

WHEREAS, G.S. 136-44.27 established the Elderly and Disabled Transportation Assistance Program;

WHEREAS, funds will be used for transportation related expenditures as specified in the FY 2005 - 2006 Rural Operating Assistance Program (ROAP) application;

WHEREAS, information regarding use of the funds will be provided at such time and in such a manner as the department may require;

WHEREAS, ROAP funds will be used to provide eligible services during the period July 1, 2005 through June 30, 2006;

WHEREAS, any interest earned on ROAP funds will be expended for eligible program uses as specified in the ROAP application; and

WHEREAS, the County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.

This is to certify that the undersigned is duly elected, qualified and acting chairperson of the Board of County Commissioners of the County of Chatham, North Carolina, and that the following statements are true and accurate:

Elderly and Disabled Transportation Assistance Program

1. The funds received from G.S. 136-44.27 will be used to provide additional transportation services for the elderly and disabled, exceeding the quantity of trips provided prior to receipt of the funds.
2. The funds will not be used to supplant or replace existing federal, state or local funds designated to provide elderly and disabled transportation services in the county.

3. The funds received will be used in a manner consistent with the local Transportation Development Plan (TDP) or Community Transportation Services Plan (CTSP) and application approved by the North Carolina Department of Transportation and the Board of Commissioners.

Work First Transitional/Employment Transportation Assistance Program


1. The purpose of these transportation funds is to support transitional transportation needs of Work First participants after eligibility for cash assistance has concluded and/other specified general public employment transportation needs. The funds may be transferred to the Elderly and Disabled Transportation Assistance Program or the Rural General Public Program if not needed for Work First transportation.
2. The funds are limited to use by the designated local entity(s) specified in the ROAP application, or any revisions or amendments thereto.

Rural General Public Program

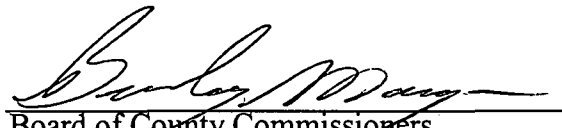
1. The funds will be used in a manner consistent with the Rural General Public Transportation Project Description.
2. The funds will be used to provide non-human service trips.

WITNESS my hand and official seal, this the 18th day of April, 2005.

Attest:

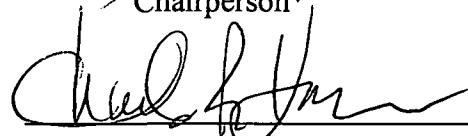


Certifying Official*



Board of County Commissioners
Chairperson*

State of North Carolina
County Chatham



County Manager/Administrator*

*Note that the signatures on this statement should be those of three (3) separate individuals.



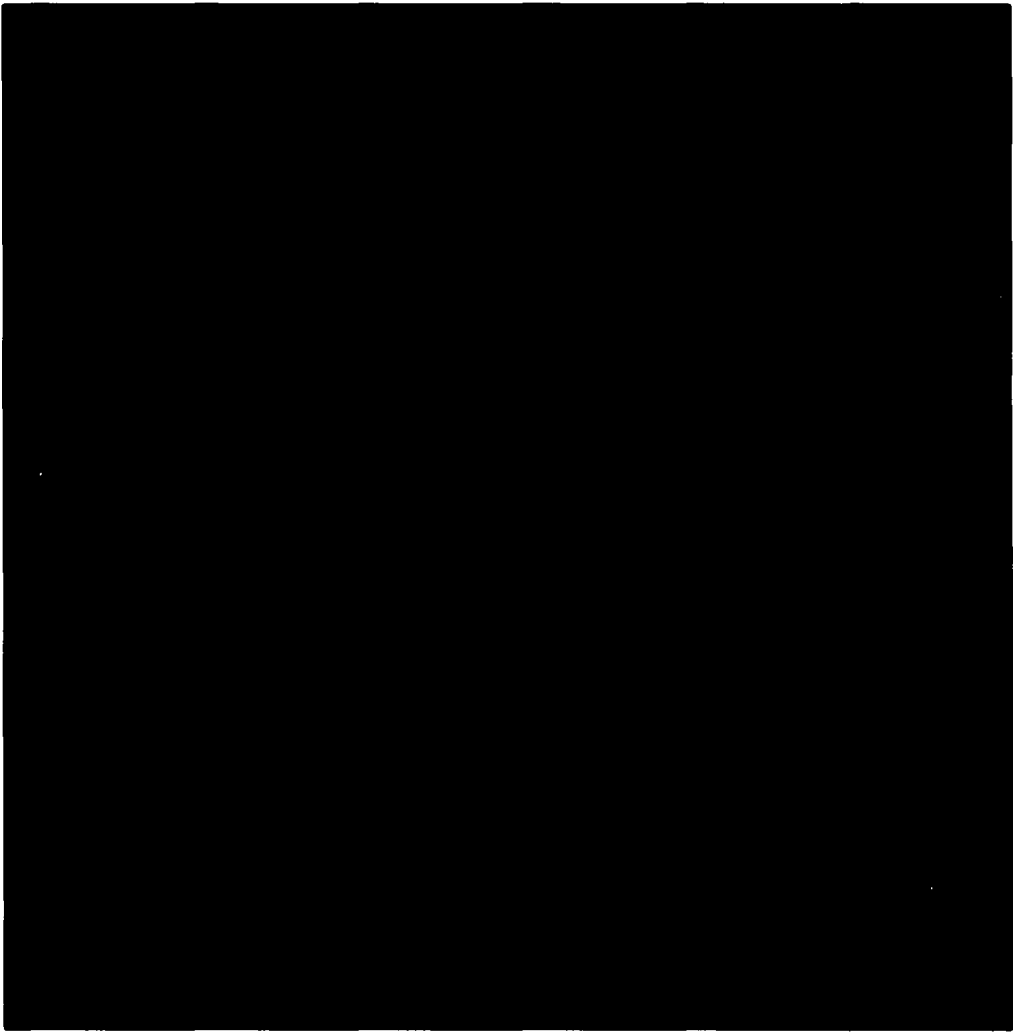
CHATHAM COUNTY

**BOARD OF
COMMISSIONERS**

MINUTES

VOLUME: 50

**(MAY 2, 2005 –
OCTOBER 17, 2005)**



MAY

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
MAY 02, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 9:00 AM on May 02, 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 a Closed Session for the purpose of discussing property acquisition be added to the end of the Agenda and that an appointment to the Department of Social Services Board be added to the Agenda.

Commissioner Emerson asked that an appointment to the Central Carolina Community College Board of Trustees be added to the Agenda.

Commissioner Emerson moved, seconded by Commissioner Outz to approve the Agenda and Consent Agenda with the noted requests. The motion carried five (5) to zero (0).

CONSENT AGENDA

1. **Minutes:** Consideration of a request for approval of Board Minutes for regular meeting held April 18, 2005, Work Session held April 18, 2005 and Work Session held April 04, 2005

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. Riley Lane B. Lukes Lane C. Angel Drive

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

3. **Paving of County Parking Lots:** Consideration of a request to award a contract for the paving of three County parking lots to Riley Paving in the amount of \$37,918

The motion carried five (5) to zero (0). The contract is attached hereto and by reference made a part hereof.

4. **Closing of Streets in Village of Bennett:** Consideration of a request to set June 20, 2005 as the date on which to hold a public hearing on the closing of certain streets and alleys in the Village of Bennett, approve **Resolution**

#2005-29A of Intent to Close Streets and Alleys, and approve Notice of Intent to Close Streets and Alleys. The resolution and Notice of Intent are tached hereto and by reference made a part hereof.

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

END OF CONSENT AGENDA

PUBLIC INPUT SESSION

Bob Davenport, 235 Holland Chapel Road, Apex, NC, distributed a copy of he Chatham County AARP Chapter 5229 Newsletter to the Board. He stated that they had handicapped and elderly concerns which needed to be addressed; that the handicapped parking is too far from the courthouse; that more handicapped parking spaces are needed closer to the entrances; that the door at the sheriff's office is too hard to open; that more doors in public buildings need automatic openers; that they have their meetings at the Council on Aging building and raised funds to have an automatic door installed; that the building also has an all-glass wall in the back of the building; that they are afraid that during a storm, the wall might give way; that their group has appropriated \$1,400.00 to install a screen barrier to keep the wind from blowing the glass out of the building; that they are a small group and see many things that need to be done, but financially are unable to do them all. He asked the Board for help in accomplishing their goals.

BOARD AND COMMITTEES

Human Relations Commission Appointment: Consideration of a request to appoint/reappoint a member to the Human Relations Commission by Commissioner Barnes (1)

Commissioner Barnes deferred his appointment to the Human Relations Commission until a later date.

Home & Community Block Grant Committee Appointment: Consideration of a request to appoint/reappoint a member to the Home & community Block Grant Committee by Commissioner Outz (1)

Commissioner Outz moved, seconded by Commissioner Emerson, to appoint Daniel S. McLaurin, 418 Mark Teague Road, Pittsboro, NC, to the Home and Community Block Grant Committee. The motion carried five (5) to zero (0).

Child Fatality Prevention Team Appointment: Consideration of a request to appoint/reappoint a member to the Child Fatality Prevention Team by Commissioner Outz (1)

Commissioner Outz moved, seconded by Commissioner Emerson, to reappoint Annette Willett, 7410 Airport Road, Siler City, NC, to the Child Fatality Prevention Team. The motion carried five (5) to zero (0).

Social Services Board Appointment: Consideration of a request to appoint a member to the Social Services Board

Commissioner Emerson moved, seconded by Commissioner Cross, to appoint Mr. Wallace Hill, 309 Fearrington Post, Pittsboro, NC, to the Board of Social Services. The motion carried five (5) to zero (0).

Commissioner Emerson moved, seconded by Commissioner Cross, to authorize the Chairman to sign the necessary appointment papers to be sent to the State. The motion carried five (5) to zero (0).

Central Carolina Community College Board of Trustees Appointment: Consideration of a request to appoint a member to the Central Carolina Community College Board of Trustees

Commissioner Emerson moved, seconded by Commissioner Barnes, to appoint Alpha Cheek, 603 North Fourth Avenue, Siler City, NC, to the Central Carolina Community College Board of Trustees. The motion carried five (5) to zero (0).

MANAGER' S REPORTS

The County Manager reported on the following:

Chatham County Health Director Appointment:

Carolyn Miller, Chatham County Human Resources Director, stated that the Board of Health was recommending the appointment of Carmine Rocco as the Local Health Director beginning on June 1, 2005 at a salary of \$77,386. She stated that Mr. Rocco has over 20 years of public health experience, most recently as the Warren County Health Director.

Commissioner Outz moved, seconded by Commissioner Cross, to approve the appointment of Carmine Rocco as the Health Director of the Chatham County Board of Health. The motion carried five (5) to zero (0).

COMMISSIONERS' REPORTS

Land Transfer Fee:

Commissioner Cross informed the Board that the efforts on the 1% Land Transfer Fee are going very well; that he hopes that they will not be too late; that the crossover deadline, the date by which bills from one chamber must be received by the other in order to be eligible for action during the year, is May 19th; that the County has a bill in the house, but do not have a companion bill in the Senate; that if the bill is not approved by the House, it will not go to the Senate and will be finished for the current legislative season; that messages have been sent to counties to join in the fight; that Senator Atwater has been asked to support the companion bill in the Senate; that he and Commissioner Barnes attended a meeting of the Chatham County Homebuilders Association on Tuesday night; that for over two hours, they had a lively discussion; that out of forty members, there were only three people who vocally opposed the fee; that they have received a lot more support than they ever expected from their local homebuilders and realtors; and that they are still working hard on it.

Commissioner Barnes stated that he took a coastal vacation trip to the outer banks to Corolla; that the seven counties visited have the land transfer fee; that he stopped and looked at schools along the way; that he found new schools and the maintenance impressive; that the school in Dare County was gorgeous with lots of playground facilities, etc.; that it looked as though they had everything that a school could want; that they ended up in Corolla; that he called the Commissioner from that county that he and Commissioner Cross had spoken to at length regarding the land transfer fee; that he asked him about an on-going argument between the Dare County Board of Commissioners and Board of Education; that he learned that the problem was one he would like for Chatham County to have; that the problem was what to do with their surplus money; that the Currituck County Commissioner stated that their problem was that they had built everything they could think of to build and bought everything that they could think of to buy; that their activity busses were big, beautiful, fully heated and air conditioned "Blue Birds"; that their problem was that the Board of Education wanted to spend the surplus of money; that when he asked the amount of the surplus, he was told \$17,500,000; that they did not have anything else to spend it on; that he asked for a loan; that if one looks at their building boom from Kitty Hawk to Corolla, it is solid housing subdivisions; that the 1% land transfer fee has certainly not hurt these counties; that their problem is that they have taken in more money than they know what to do with; and that he would like to have that problem.

Chatham County Democratic Party Letter:

Commissioner Barnes stated that he had received a letter from the Chatham County Democratic Party from their April 9, 2005 meeting. He read the resolutions that were unanimously passed as follows: (1) Moratorium on New Subdivisions and (2) Spread Development. A copy of the letter is attached hereto and by reference made a part hereof.

3 M Water:

Commissioner Outz asked about the status of the recycled water between 3 M and Pittsboro.

The County Manager explained that he had received a letter from the Division of Water Quality stating that they had completed their review of the Town of Pittsboro Preliminary Engineering Report; that the project will enhance the town's wastewater treatment facility by the addition of beneficial reuse as a discharge alternative; that the upgrade to the treatment facility to provide a reuse quality effluent will consist of modifications to the existing plant clarifiers to convert them to mechanically mixed anoxic zones, the construction of two new 40 ft. diameter secondary clarifiers, the construction of two additional 50 sq. ft. tertiary filters, expansion of the ultraviolet disinfection system, and the construction of an equalization basin, pumps, and blower. He stated that construction would likely begin in approximately three months.

Forestry and Impact Fees:

Commissioner Outz asked about the tax on forestry.

He was informed that there would be no tax on forestry.

Chapel Ridge:

Chairman Morgan referred to a letter distributed to the Board from Attorney Nick Robinson regarding Chapel Ridge. He stated that the letter was a follow-up to the action taken.

CLOSED SESSION

Commissioner Outz moved, seconded by Commissioner Emerson, to go out of Regular Session and convene in Closed Session for the purpose of discussing possible land acquisition. The motion carried five (5) to zero (0).

REGULAR SESSION

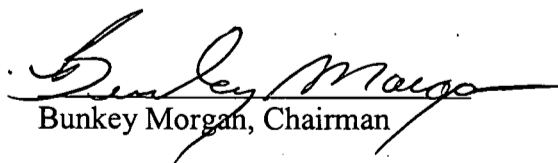
Commissioner Barnes moved, seconded by Commissioner Outz, to go out of Closed Session and reconvene in Regular Session. The motion carried five (5) to zero (0).

BREAK

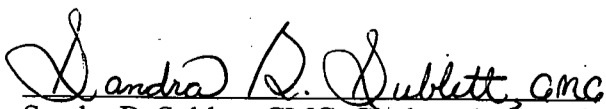
The Chairman called for a five-minute break.

ADJOURNMENT

Commissioner Cross moved, seconded by Commissioner Outz, to adjourn the regular meeting to the scheduled work session. The motion carried five (5) to zero (0), and the meeting was adjourned at 9:59 AM


Bunkey Morgan, Chairman

ATTEST:


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

RILEY PAVING

POST OFFICE BOX 10 • CARTHAGE, NORTH CAROLINA 28327 • (910) 947-5376 • FAX: (910) 947-3156 NC License: 5754

PROPOSAL SUBMITTED TO	DATE
Chatham County B & G	April 15, 2005
Post Office Box 1550	PROJECT
Pittsboro, North Carolina 27312	Asphalt Repairs & Paving Three Parking Areas.
Attn: Mr. Don Metcalf	LOCATION

We hereby submit specifications and estimates for:

- (A) Dunlap Building Parking Area 4390 sq. yds.
1. Patching approximately six (6) areas.
 2. Cleaning entire parking lot, tacking and asphalt resurfacing with 1½" of Type S9.5B.
 3. Painting all parking lines
 4. Take out existing speed bump and replace with new asphalt speed bump.
 5. Complete job guaranteed one year..... \$21,068.00
- (B) Annex Parking Area 1967 Sq. Yds.
1. Asphalt patching three (3) areas.
 2. Clean entire parking area, tack and asphalt resurface with 1" of Type S9.5B.
 3. Painting all parking lines.
 4. Add an additional handicap space.
 5. Complete job guaranteed one year..... 7,300.00

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____).

Payment to be made as follows:

Net 30 Days Upon Receipt of Invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an charge over and above the estimate. All agreements contingent upon strikes, accidents days beyond our control. Owner to carry fire, tornado and other necessary insurance. Workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

J. L. Riley, Jr.
RILEY PAVING, INC
J. L. Riley, Jr., President

Note: This proposal may be withdrawn by us if not accepted within Thirty (30) days.

Signature _____

Signature _____

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

RILEY PAVING

POST OFFICE BOX 10 • CARTHAGE, NORTH CAROLINA 28327 • (910) 947-5376 • FAX: (910) 947-3156 NC License: 5754

PROPOSAL SUBMITTED TO

DATE

Chatham County B & G
Post Office Box 1550
Pittsboro, North Carolina 27312
Attn: Mr. Don Metcalf

April 15, 2005

PROJECT

Asphalt Repair and Resurfacing
Three Parking Areas.

LOCATION

We hereby submit specifications and estimates for:

(C) Agricultural Parking Area 2444 Sq. Yds.

1. Asphalt patching one area.
2. Clean entire parking area, tack and asphalt resurface with 1" of Type S9.5B.
3. Paint all parking lines.
4. Complete job guaranteed one year,..... \$ 8,600.00

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

Net 30 Days Upon Receipt of Invoice.

RILEY PAVING, INC

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an charge over and above the estimate. All agreements contingent upon strikes, accidents days beyond our control. Owner to carry fire, tornado and other necessary insurance. workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

J. L. Riley Jr. / President
J. L. Riley, Jr., President

Note: This proposal may be withdrawn by us if not accepted within Thirty (30) days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Burley May

Date of Acceptance: _____

Signature _____

RILEY PAVING

POST OFFICE BOX 10 • CARTHAGE, NORTH CAROLINA 28327 • (910) 947-5376 • FAX: (910) 947-3156 NC License: 5754

PROPOSAL SUBMITTED TO

DATE

Chatham County B & G
Post Office Box 1550
Pittsboro, North Carolina 27312

Attn: Mr. Don Metcalf

March 22, 2005

PROJECT

Addendum to Annex Parking Area.

LOCATION

We hereby submit specifications and estimates for:

(1)	22 Bumper Stops @ \$30.00 ea.....	\$660.00
(2)	2 18" 30 Minute Parking Signs (English & Spanish)	150.00
	TOTAL	\$950.00

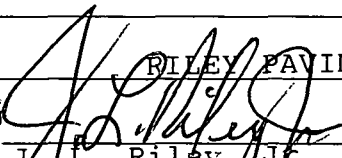
We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an charge over and above the estimate. All agreements contingent upon strikes, accidents days beyond our control. Owner to carry fire, tornado and other necessary insurance. workers are fully covered by Workmen's Compensation Insurance.

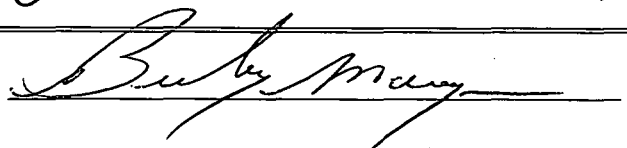
Authorized Signature


RILEY PAVING, INC
J. L. Riley, Jr., President

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature



Date of Acceptance: _____

Signature

NORTH CAROLINA
CHATHAM COUNTY

BEFORE THE CHATHAM COUNTY
BOARD OF COMMISSIONERS

IN THE MATTER OF THE CLOSING]
OF CERTAIN PORTIONS OF STREETS]
AND ALLEYWAYS IN THE VILLAGE]
OF BENNETT, CHATHAM COUNTY,]
NORTH CAROLINA]
_____]

RESOLUTION OF INTENT
TO CLOSE

THIS MATTER came on to be heard before the Chatham County Board of Commissioners upon a petition filed on the 21st day of March, 2005, to close certain portions of two streets and certain alleyways in the Village of Bennett;

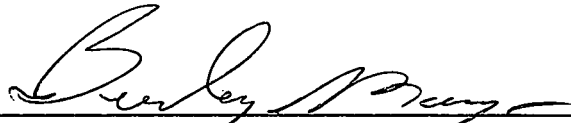
AND WHEREAS, it appears the petition is in proper order and the matter should be set for public hearing in accordance with N.C. G.S. § 153A-241;

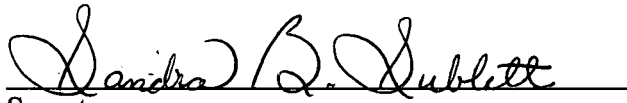
NOW THEREFORE, upon motion of Commissioner Emerson, seconded by Commissioner Outz, and passed by a vote of 5-0, the Chatham County Board of Commissioners do hereby resolve its intent to close the public roads and alleyway described in the Petition and set the question of said closing for a public hearing on June 20, 2005.

BE IT FURTHER RESOLVED, that a notice of the public hearing shall be published once a week for three successive weeks prior to the hearing. A copy of this resolution shall be sent by certified mail to each owner adjoining the public road or alleyways who did not join in the petition and that a notice of the closing and public

hearing shall be prominently posted at least two places along the section of roads to be closed.

This the 2nd day of May, 2005.


Chatham County Board of Commissioners


Secretary

NORTH CAROLINA
CHATHAM COUNTY

BEFORE THE CHATHAM COUNTY
BOARD OF COMMISSIONERS

IN THE MATTER OF THE CLOSING]
OF CERTAIN PORTIONS OF STREETS] NOTICE OF PUBLIC HEARING
AND ALLEYWAYS IN THE VILLAGE] ON PETITION TO CLOSE
OF BENNETT, CHATHAM COUNTY,] PORTIONS OF STREETS IN
NORTH CAROLINA] THE VILLAGE OF BENNETT,
_____] NORTH CAROLINA

TAKE NOTICE THAT the Chatham County Board of Commissioners did on the 2nd day of May, 2005, adopt a Resolution of Intent to close the following portions of Moore Street and Liberty Street and alleyways in the Village of Bennett, North Carolina as described in the Petition;

1. That portion of Moore Street located South of Buffalo Street (SR 154) and north of Raleigh Street (SR 1161); and

2. That portion of Liberty Street located east of Moore Street and west of Randolph Street (SR 1162);

3. Any and all alleyways that do or may exist or be shown within Block "A" and "E", more accurately described in the Petition filed herein on the 21st day of March, 2005.

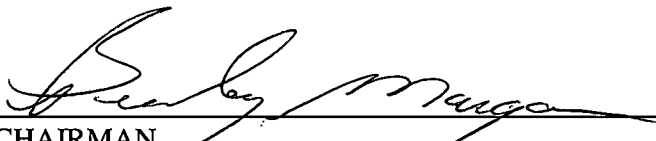
TAKE FURTHER NOTICE that a Resolution of Intent to close said portions of said streets and alleyways was adopted on the 2nd day of May, 2005;

TAKE FURTHER NOTICE that in accordance with N.C.G S. §153A-241
a Public Hearing shall be held on the 20th day of June, 2005, at 6
o'clock P M., at the following place.

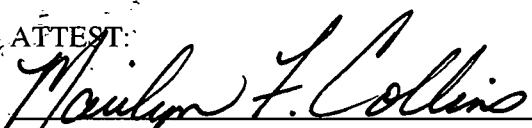
Chatham County District Courtroom

ALL INTERESTED PERSONS are invited to appear and be heard with
respect to whether the closing of said portions of said streets and alleyways would be
detrimental to the public interest or to any individual property rights.

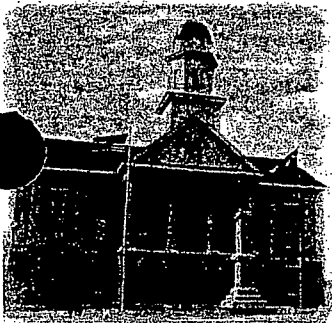
This the 2nd day of May, 2005.



CHAIRMAN
CHATHAM COUNTY BOARD OF COMMISSIONERS

ATTEST:


SECRETARY



Chatham County Democratic Party

P.O. BOX 1118

PITTSBORO, NC 27312

919 542-7182

April 28, 2005

Bunkey Morgan
P.O. Box 726
Pittsboro, NC 27312

Dear Commissioner Morgan,

These resolutions were passed unanimously at our Chatham County Democratic Convention on April 9, 2005. I was instructed by the convention delegates to send you a copy of these resolutions.

Sincerely yours,

Karl G. Kachergis
secretary

Mary Nettles
Chairperson

William Haiges
First Vice-Chairperson

Richard J. Richardson
Second Vice-Chairperson

David C. Atwater
Third Vice-Chairperson

Karl G. Kachergis
Secretary

Cherie Ernest
Treasurer

Moratorium on New Subdivisions

Whereas it has been -- and continues to be -- demonstrated that new housing developments increase the burden of taxes on county residents;

Whereas real economic development would lead to better jobs for citizens and a truly broader tax base with more businesses to lighten the tax burden on homeowner;

Be it resolved that we urge our commissioners to declare a moratorium on new subdivisions so that they can free up their time to concentrate on attracting more businesses to the county to better serve the existing citizens.

Spread development

Whereas it is important to allow all areas of Chatham County to experience the opportunities that large-scale residential development brings;

Be it resolved that we urge the Board of County Commissioners to place a two year moratorium on residential development in the zoned area of Chatham and direct all new, large-scale residential development projects to the western portions of Chatham.

**MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
WORK SESSION
MAY 02, 2005**

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 10:00 AM on May 02, 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 10:00 AM.

Work Session

- Budget Presentation
- Set Dates for Public Hearings on Budget

BUDGET PRESENTATION

The County Manager made a brief presentation on the Fiscal Year 2005-2006 budget. He stated that \$0.557 generates \$32,757,062, a five percent increase in revenues; that a "revenue neutral" budget would fund a "continuation" budget; that he is recommending an additional six cents be earmarked for capital improvements and public safety; and that this would push the proposed tax rate to \$0.617 cents per \$100 valuation.

Public Hearings on Proposed Budget:

Commissioner Cross moved, seconded by Commissioner Barnes, to set the first public hearing date to receive comments on the proposed budget on May 16, 2005 and set the second public hearing date on May 23, 2005 (May 9, 2005 as alternative) at 7:00 PM in Siler City.

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 10:31 AM.


Bunkey Morgan, Chairman

ATTEST:


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

**MINUTES
CHATHAM COUNTY
BOARD OF COMMISSIONERS
WORK SESSION
MAY 16, 2005**

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 May 16, 2005.

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

Absent: Attorney Robert L. Gunn

The Chairman called the work session to order at 2:00 PM.

Work Session Agenda

1. **Budget, Budget, Budget**
2. **Easement Agreement/Attorney's Fee**

TRIANGLE J COUNCIL OF GOVERNMENTS

Chairman Morgan moved, seconded by Commissioner Emerson to reappoint Commissioner Mike Cross to the Triangle Area Rural Planning Organization/Rural Transportation Advisory Committee (TARPO RTAC). The motion carried five (5) to zero (0).

BUSINESS INDUSTRIAL PARK

Commissioner Morgan moved to commit funds in the amount of \$10,000 to Attorney Jennifer Andrews for the legal fees incurred for work on the Stone easement at the Business Industrial Park in Siler City.

Commissioner Outz questioned why Ms. Andrews had done the work stating that he felt it was the County Attorney's job.

Commissioner Barnes questioned whether this might be a conflict of interest.

After considerable discussion, the Board deferred a decision on this matter until a later date.

SOUTHERN SUPREME

Commissioner Morgan stated that Southern Supreme in Bear Creek had dug several wells and wanted to look into the possibility of getting County water. He stated that there were approximately thirty-five potential customers who would also like to tap on to County water.

After considerable discussion, Commissioner Barnes moved, seconded by Commissioner Cross, to proceed with Hobbs, Upchurch & Associates to look for possible grants to run water mains to that area through the Department of Commerce. The

approximate cost would run \$541,000 with a tap fee of \$1,750. The motion carried five (5) to zero (0).

WATER UPDATE

Silk Hope Water Main Extension:

Will Baker, Chatham County Utilities Director, explained that on May 10, 2005, a bid opening was conducted for the Silk Hope Water Main Extensions project; that at this bid opening were four responsive bidders; that bids ranged from high bid of \$1,037,772.50 to a low bid of \$898,652.00 submitted by J. F. Wilkerson Contracting; that the bid opening was a re-bid from the March 31, 2005 bid opening; that at the initial bid opening, the bids were significantly higher than expected; that as they recommended to the Board, these bids were rejected and the project scope was modified in an effort to reduce the project costs; and that this scope reduction consisted of the following:

- Delete the directional bores across the Rocky River from the water main contract and bid this item as a separate project
- Extend the contract time from 150 days to 180 days
- Revise the rock quantities

He stated that as a result, the new bid prices did decrease by adjusting these items; that on May 10, 2005, they also attempted to hold the bid opening for the directional bore portion of the project; that there were eight contractors that received plans and indicated their intent to submit a bid for the project; that prior to issuing these plans, the scope of the project and the most advantageous and economical method for bidding the project was discussed with each contractor; that the bid documents were prepared accordingly; that after that effort, not one of the contractors submitted a bid for the project; that after contacting each of the perspective bidders, only two of the eight indicated that they would not be submitting a bid; that the remaining six bidders indicated that they had intended to bid the project but each had their own reasons as to why they could not submit a bid on the specified bid date; that they did indicate, however, that they would prepare a bid if it were re-bid which is scheduled for May 24, 2005; that they have also initiated contact with NCDOT requesting their consideration for a bridge attachment on the US Highway #64 Rocky River Bridge; that it is anticipated that if a bridge attachment were allowed, it would be considerably less expensive than the currently proposed method of crossing; that when starting the project, their initial indication for a bridge attachment was that it would most likely not be allowed.

He further stated that based on the bids received and the pending bids for crossing the Rocky River, Hobbs, Upchurch & Associates, P.A. recommends that the Chatham County Board of Commissioners make a contingent award of the water main portion of the project to J. F. Wilkerson Contracting in the amount of \$898,652.00; that this recommendation would be contingent upon the option and cost for the crossing of the Rocky River; and that if a bridge attachment were allowed, it would be their recommendation that Chatham County negotiate with J. F. Wilkerson Contracting for the installation of a bridge attachment.

Commissioner Barnes moved, seconded by Commissioner Cross, to award construction of the water main portion of the Silk Hope Water Main Extension project to J. F. Wilkerson Contracting in the amount of \$898,652.00 and to re-bid the Rocky River rock bore on May 18, 2005. The motion carried five (5) to zero (0).

A copy of the bid summary and bid tabulation are attached hereto and by reference made a part hereof.

North Chatham Tank and Booster Pump Station:

Mr. Baker informed the Board that the North Chatham tank and booster pump station will be bid on June 16, 2005 and that construction of the North Chatham water mains will begin May 16, 2005.

Commissioner Barnes moved, seconded by Commissioner Cross to bid the existing water taps, to advertise and bid for contractors to install water taps for those individuals who

have paid and applied by the May 2, 2005 deadline, and that at administration's discretion whether to receive any further applications at reduced rates or to make available the \$500 reduced tap rate offer. The motion carried five (5) to zero (0).

Resolution to Exempt:

Commissioner Barnes moved, seconded by Commissioner Emerson, to adopt **Resolution #2005-30 to Exempt**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

BUDGET

Renee Dickson, Assistant County Manager, presented information on the calculation of the revenue neutral rate.

Board of Education Chairman, Alan Zimmerman, asked the Board for additional funding for laptops for each student in the school system.

After the Board of Commissioners reviewed the Board of Education's funding request, they tentatively agreed to follow the County Manager's recommendation. The Board agreed that Chairman Morgan would discuss this with the School Board Chairman and report back to the Board of Commissioners at their June 06, 2005 budget work session.

Commissioner Outz thanked the staff for their work on the budget and stated that they had done a good job.

The Board asked that Tony Tucker, Economic Development President, present his budget at the next Board of Commissioners' work session on June 06, 2005.

Budget Input Session:

The County Manager reminded the Board of the scheduled budget input session to be held in Siler City on May 23, 2005 at the Siler City Courthouse at 7:00 PM.

Board of Education:

By consensus, the Board agreed to not fund laptops for the schools and relay to the Board of Education that the matter will be considered after July 1, 2005. Chairman Morgan agreed to discuss this matter with the Chairman of the Board of Education.

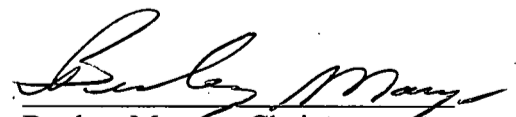
Refund of Water Deposit:

A discussion ensued with regard to Cadle Cooper's request for a refund after having paid a deposit for a well-site inspection.


By consensus, the Board deferred a decision until the County Manager can research the matter.

RECESS

Commissioner Barnes moved, seconded by Commissioner Cross, that the meeting be recessed to the regularly scheduled Board of Commissioners' meeting in the District Courtroom. The motion carried five (5) to zero (0), and the meeting was recessed at 4:55 PM.


Bunkey Morgan, Chairman

ATTEST:


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

**CHATHAM COUNTY
WATER MAIN EXTENSION TO SERVE
SILK HOPE SCHOOL
BID SUMMARY**

Bid Date: May 10, 2005 ~ 2:00 p.m.

	Bidders	N. C. License. #	Bid Bond	Addenda		Total Bid Amount
				1	2	
1.	J.F. Wilkerson Contracting Morrisville, NC	4499	5%	X	X	\$898,652.00
2.	Seaside Environmental Raleigh, NC	55044	5%	X	X	\$916,784.00
3.	Byrd Brothers Wilson, NC	50039	5%	X	X	\$957,827.00
4.	Sandhills Contractors Sanford, NC	27507	5%	X	X	\$1,037,772.50

Bids Opened & Read By: _____


Tim Carpenter, Project Manager
HOBBS UPCHURCH & ASSOCIATES, P.A.

5/10/05

CHATHAM COUNTY WATER SYSTEM
SILK HOPE SCHOOL WATER MAIN EXTENSION
BID TABULATION

Item	Item Description	Quantity	Unit	J.F. Wilkerson Contracting		Seaside Environmental	
				Unit Cost	Extended Price	Unit Cost	Extended Price
1.	12" Class 350 Ductile Iron Pipe	4,000	LF	\$32.00	\$128,000.00	\$26.70	\$106,800.00
2.	12" Gate Valve and Box with Concrete Collar	8	LS	\$1,290.00	\$10,320.00	\$1,327.00	\$10,616.00
3.	8" C900 PVC DR 18 Pipe (Class 150)	24,000	LS	\$16.50	\$396,000.00	\$16.00	\$384,000.00
4.	8" Ductile Iron Pipe (Class 350)	300	LF	\$24.00	\$7,200.00	\$19.00	\$5,700.00
5.	8" Gate Valve and Box with Concrete Collar	20	EA	\$720.00	\$14,400.00	\$728.00	\$14,560.00
6.	6" Class 350 Ductile Iron Pipe	100	LF	\$20.00	\$2,000.00	\$17.30	\$1,730.00
7.	6" Gate Valve and Box with Concrete Collar	20	EA	\$540.00	\$10,800.00	\$569.00	\$11,380.00
8.	20" Steel Casing Installed By Bore and Jack	300	LF	\$150.00	\$45,000.00	\$140.00	\$42,000.00
9.	16" Steel Casing Installed By Bore and Jack	64	LF	\$150.00	\$9,600.00	\$130.00	\$8,320.00
10.	12" Steel Casing Installed By Bore and Jack	32	LF	\$125.00	\$4,000.00	\$117.00	\$3,744.00
11.	Connect to Existing 12" Water Main @ STA 0+96.91	1	LS	\$750.00	\$750.00	\$676.00	\$676.00
12.	Meter and connection at Silk Hope School	1	LS	\$2,500.00	\$2,500.00	\$1,558.00	\$1,558.00
13.	Fire Hydrant Assembly Including: Ductile Iron Extension Pipe Complete with Tie Rods and Stone, Valves and Fittings to be paid for under other items	20	EA	\$2,300.00	\$46,000.00	\$1,721.00	\$34,420.00
14.	Water City Meter Vault: This item shall include tapping, meter, check valves, pre-cast concrete vault.	1	LS	\$26,000.00	\$26,000.00	\$25,500.00	\$25,500.00
15.	12" - 11.25 Degree Bend	1	EA	\$250.00	\$250.00	\$224.00	\$224.00
16.	12" - 45 Degree Bend	6	EA	\$250.00	\$1,500.00	\$229.00	\$1,374.00
17.	12" - 90 Degree Bend	4	EA	\$250.00	\$1,000.00	\$257.00	\$1,028.00
18.	8" - 45 Degree Bend	12	EA	\$200.00	\$2,400.00	\$154.00	\$1,848.00
19.	8" - 90 Degree Bend	2	EA	\$200.00	\$400.00	\$165.00	\$330.00
20.	12" Plug	1	EA	\$200.00	\$200.00	\$131.00	\$131.00
21.	8" Plug	2	EA	\$200.00	\$400.00	\$145.00	\$290.00
22.	12" x 12" Tee	1	EA	\$400.00	\$400.00	\$372.00	\$372.00
23.	12" x 8" Tee	3	EA	\$400.00	\$1,200.00	\$326.00	\$978.00
24.	12" x 6" Tee	4	EA	\$400.00	\$1,600.00	\$257.00	\$1,028.00
25.	8" x 8" Tee	1	EA	\$250.00	\$250.00	\$241.00	\$241.00
26.	8" x 6" Tee	17	EA	\$200.00	\$3,400.00	\$196.00	\$3,332.00
27.	12" x 8" Reducer	1	EA	\$200.00	\$200.00	\$180.00	\$180.00
28.	Air Release Valve and Enclosure	5	EA	\$2,200.00	\$11,000.00	\$2,300.00	\$11,500.00
29.	Rock Excavation and Disposal (Bid Allowance)	1,000	CY	\$40.00	\$40,000.00	\$40.00	\$40,000.00
30.	Select Fill (Bid Allowance)	500	CY	\$5.00	\$2,500.00	\$5.00	\$2,500.00
31.	Concrete for Blocking	60	CY	\$160.00	\$9,600.00	\$110.00	\$6,600.00
32.	Gravel Drive Repair	270	TN	\$19.00	\$5,130.00	\$31.00	\$8,370.00
33.	Concrete Drive Repair	60	SY	\$50.00	\$3,000.00	\$65.00	\$3,900.00
34.	Asphalt Replacement and Repair	152	SY	\$35.00	\$5,320.00	\$40.00	\$6,080.00
37.	4" House Service (Short) - Including Labor, Tapping Saddle, Corporation Stop, Pipe, Meter Setter and Meter Box installed as required	30	EA	\$590.00	\$17,700.00	\$1,080.00	\$32,400.00

				J.F. Wilkerson Contracting		Seaside Environmental	
38.	4" House Service (Long) - Including Labor, Tapping Saddle, Corporation Stop, Pipe, Meter Setter and Meter Box installed as required	20	EA	\$1,000.00	\$20,000.00	\$2,300.00	\$46,000.00
39.	1" Business Service (Short) - Including Labor, Tapping Saddle, Corporation Stop, Pipe, Meter Setter and Meter Box installed as required	6	EA	\$650.00	\$3,900.00	\$1,130.00	\$6,780.00
40.	1" Business Service (Long) - Including Labor, Tapping Saddle, Corporation Stop, Pipe, Meter Setter and Meter Box installed as required	2	EA	\$1,200.00	\$2,400.00	\$2,400.00	\$4,800.00
41.	2" Business Service (Short) - Including Labor, Tapping Saddle, Corporation Stop, Pipe, Meter Setter and Meter Box installed as required	2	EA	\$2,500.00	\$5,000.00	\$1,700.00	\$3,400.00
42.	12" Watermain - Cleanup and Testing - This bid shall include all labor, tools, equipment, transportation and other items necessary to complete finished seeding and mulching and testing on the project	4,366	LF	\$2.00	\$8,732.00	\$5.00	\$21,830.00
43.	8" Watermain - Cleanup and Testing - This bid shall include all labor, tools, equipment, transportation and other items necessary to complete finished seeding and mulching and testing on the project	24,300	LF	\$2.00	\$48,600.00	\$2.48	\$60,264.00

TOTAL BID AMOUNT

\$898,652.00

\$916,784.00

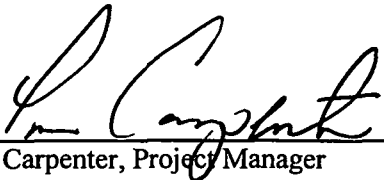
	Item Description	Item Quantit	Unit	Byrd Brothers		Sandhills Contractors, Inc.	
				Unit Cost	Extended Price	Unit Cost	Extended Price
	8" Class 350 Ductile Iron Pipe	4,000	LF	\$34.75	\$139,000.00	\$34.75	\$139,000.00
2.	12" Gate Valve and Box with Concrete Collar	8	LS	\$1,320.00	\$10,560.00	\$1,415.00	\$11,320.00
3.	8" C900 PVC DR 18 Pipe (Class 150)	24,000	LS	\$19.60	\$470,400.00	\$20.95	\$502,800.00
4.	8" Ductile Iron Pipe (Class 350)	300	LF	\$28.00	\$8,400.00	\$22.00	\$6,600.00
5.	8" Gate Valve and Box with Concrete Collar	20	EA	\$720.00	\$14,400.00	\$792.00	\$15,840.00
6.	6" Class 350 Ductile Iron Pipe	100	LF	\$18.00	\$1,800.00	\$12.00	\$1,200.00
7.	6" Gate Valve and Box with Concrete Collar	20	EA	\$540.00	\$10,800.00	\$635.00	\$12,700.00
8.	20" Steel Casing Installed By Bore and Jack	300	LF	\$165.00	\$49,500.00	\$152.36	\$45,708.00
9.	16" Steel Casing Installed By Bore and Jack	64	LF	\$145.00	\$9,280.00	\$131.00	\$8,384.00
10.	12" Steel Casing Installed By Bore and Jack	32	LF	\$125.00	\$4,000.00	\$112.00	\$3,584.00
11.	Connect to Existing 12" Water Main @ STA 0+96.91	1	LS	\$750.00	\$750.00	\$860.00	\$860.00
12.	Meter and connection at Silk Hope School	1	LS	\$3,100.00	\$3,100.00	\$2,190.00	\$2,190.00
13.	Fire Hydrant Assembly Including: Ductile Iron Extension Pipe Complete with Tie Rods and Stone, Valves and Fittings to be paid for under other items	20	EA	\$1,950.00	\$39,000.00	\$1,935.00	\$38,700.00
14.	Siler City Meter Vault: This item shall include piping, meter, check valves, pre-cast concrete vault.	1	LS	\$23,670.00	\$23,670.00	\$35,000.00	\$35,000.00
15.	12" - 11.25 Degree Bend	1	EA	\$250.00	\$250.00	\$266.00	\$266.00
16.	12" - 45 Degree Bend	6	EA	\$250.00	\$1,500.00	\$271.00	\$1,626.00
17.	12" - 90 Degree Bend	4	EA	\$250.00	\$1,000.00	\$300.00	\$1,200.00
18.	8" - 45 Degree Bend	12	EA	\$200.00	\$2,400.00	\$200.00	\$2,400.00
19.	8" - 90 Degree Bend	2	EA	\$200.00	\$400.00	\$220.00	\$440.00
20.	12" Plug	1	EA	\$150.00	\$150.00	\$160.00	\$160.00
21.	8" Plug	2	EA	\$150.00	\$300.00	\$130.00	\$260.00
22.	12" x 12" Tee	1	EA	\$350.00	\$350.00	\$400.00	\$400.00
23.	12" x 8" Tee	3	EA	\$350.00	\$1,050.00	\$340.00	\$1,020.00
24.	12" x 6" Tee	4	EA	\$350.00	\$1,400.00	\$360.00	\$1,440.00
25.	8" x 8" Tee	1	EA	\$250.00	\$250.00	\$250.00	\$250.00
26.	8" x 6" Tee	17	EA	\$200.00	\$3,400.00	\$285.00	\$4,845.00
27.	12" x 8" Reducer	1	EA	\$200.00	\$200.00	\$225.00	\$225.00
28.	Air Release Valve and Enclosure	5	EA	\$2,250.00	\$11,250.00	\$3,600.00	\$18,000.00
29.	Rock Excavation and Disposal (Bid Allowance)	1,000	CY	\$40.00	\$40,000.00	\$40.00	\$40,000.00
30.	Select Fill (Bid Allowance)	500	CY	\$5.00	\$2,500.00	\$5.00	\$2,500.00
31.	Concrete for Blocking	60	CY	\$110.00	\$6,600.00	\$165.00	\$9,900.00
32.	Gravel Drive Repair	270	TN	\$14.50	\$3,915.00	\$18.75	\$5,062.50
33.	Concrete Drive Repair	60	SY	\$45.00	\$2,700.00	\$35.00	\$2,100.00
36.	Asphalt Replacement and Repair	152	SY	\$30.00	\$4,560.00	\$22.50	\$3,420.00
37.	3/4" House Service (Short) - Including Labor, Tapping Saddle, Corporation Stop, Pipe, Meter Setter and Meter Box installed as required	30	EA	\$440.00	\$13,200.00	\$475.00	\$14,250.00
38.	3/4" House Service (Long) - Including Labor, Tapping Saddle, Corporation Stop, Pipe, Meter Setter and Meter Box installed as required	20	EA	\$520.00	\$10,400.00	\$785.00	\$15,700.00

			Byrd Brothers		Sandhills Contractors, Inc.		
	3" Business Service (Short) - Including Labor, Tapping Saddle, Corporation Stop, Pipe, Meter Setter and Meter Box installed as required	6	EA	\$460.00	\$2,760.00	\$571.00	\$3,426.00
40.	1" Business Service (Long) - Including Labor, Tapping Saddle, Corporation Stop, Pipe, Meter Setter and Meter Box installed as required	2	EA	\$550.00	\$1,100.00	\$995.00	\$1,990.00
41.	2" Business Service (Short) - Including Labor, Tapping Saddle, Corporation Stop, Pipe, Meter Setter and Meter Box installed as required	2	EA	\$2,100.00	\$4,200.00	\$1,420.00	\$2,840.00
42.	12" Watermain - Cleanup and Testing - This bid shall include all labor, tools, equipment, transportation and other items necessary to complete finished seeding and mulching and testing on the project	4,366	LF	\$2.00	\$8,732.00	\$3.00	\$13,098.00
43.	8" Watermain - Cleanup and Testing - This bid shall include all labor, tools, equipment, transportation and other items necessary to complete finished seeding and mulching and testing on the project	24,300	LF	\$2.00	\$48,600.00	\$2.76	\$67,068.00

TOTAL BID AMOUNT

\$957,827.00\$1,037,772.50

Bids Certified By:


 Tim Carpenter, Project Manager
 Hobbs, Upchurch & Associates, P.A.

5/11/05

RESOLUTION TO EXEMPT

**CHATHAM COUNTY WATER SYSTEM RAW WATER PUMP STATION PROJECT
4MGD UPGRADE TO THE JORDAN LAKE WATER TREATMENT FACILITY
PROJECT**

**WATER, SEWER, ROADWAY IMPROVEMENTS FOR PHASE I OF THE CHATHAM
COUNTY BUSINESS PARK PROJECT**

FROM THE PROVISIONS OF GS143-64-31

WHEREAS, North Carolina General Statute 143-64.32 provides the units of local government may in writing exempt particular projects where an estimated professional fee for architectural, engineering and/or surveying services is in an amount of thirty thousand dollars (\$30,000) or more from the provisions of North Carolina General Statute 143-61.31 stating the reasons therefore and the circumstances attendant thereto; and

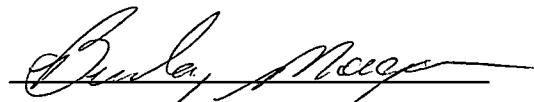
WHEREAS, the estimated professional fee for these services for these projects are as follows:

- Chatham County Water System Raw Water Pump Station Project \$287,600
- 4MGD Upgrade to the Jordan Lake Water Treatment Facility Project \$659,000
- Water, Sewer, and Roadway Improvements for Phase I of the Chatham
County Business Park Project \$476,600

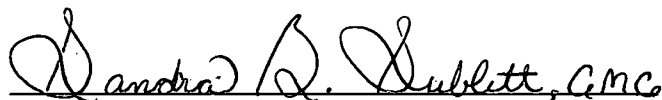
WHEREAS, the work involved will be to a part of a system that was constructed several years ago and Hobbs and Upchurch has been involved with the system and has provided engineering services throughout, therefore bringing continuity in proceeding with the new projects.

NOW THEREFORE, BE IT RESOLVED that the Chatham County Board of Commissioners exempts this project from the provisions of North Carolina General Statute 143-64.31

Adopted this 16th day of May 2004.


Bunkey Morgan, Chairman

Attest:


Sandra B. Sublett, CMC

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

CONTRACT FOR ENGINEERING SERVICES

This AGREEMENT made this ____ day of _____, 2005, by and between the COUNTY OF CHATHAM, hereinafter called the OWNER, and HOBBS, UPCHURCH & ASSOCIATES, P.A., hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to construct the **Chatham County Water System – Raw Water Pump Station** including the following: Design of a 10 MGD Raw Water pump Station to be situated on the Town of Cary/Apex Raw Water Pump Station Site located adjacent to Jordan Lake. The purpose of the project will be to pump and transmit raw water to Chatham County's Jordan Lake WTP hereinafter called the PROJECT. **The PROJECT is anticipated to consist of one Raw Water Pump station including a concrete pumping chamber three raw water pumps with a fourth pump slot for future use, associated connections to the existing 54-inch raw water intake lines, approximately one miles of raw water transmission main to the Jordan Lake WTP and associated appurtenances.**

NOW, THEREFORE, the OWNER and ENGINEER, for the consideration hereinafter named, agree as follows:

I. **DESIGN SERVICES**

The ENGINEER agrees to perform for the above referenced PROJECT professional services as hereinafter set forth.

A. Engineering Design Services

1. Perform all preliminary Design including Hydraulic Modeling of the proposed improvements and provide technical recommendations for the system improvements.
2. Determination of proposed pump station location based on coordination with Chatham County Staff, Town of Cary/Apex, the Department of Transportation, and the U.S. Army Corps of Engineers and other utility owners.

3. Determination of proposed raw water main location based on coordination with Chatham County Staff, Town of Cary/Apex, the Department of Transportation, and the U.S. Army Corps of Engineers and other utility owners.
4. Progress reports based upon various stages of completion of the design process at 25%, 50%, 75% and 90% Completion.
5. Performance of all land surveying functions necessary to support the proposed PROJECT including obtaining all pertinent control points.
6. Preparation of detailed design plans (24" x 36" sheets, scale 1" = 50'), specifications and contract documents for the PROJECT, which shall show the scope, extent and character of work to be performed by the CONTRACTOR. These will be submitted to the OWNER for approval prior to submission to regulatory agencies for permits with any changes incorporated.
7. Coordination with the Department of Environment and Natural Resources, Public Water Supply Section to obtain a permit for the PROJECT.
8. Coordination with the Department of Environment and Natural Resources, Land Quality Section, to obtain approval of the Erosion and Sedimentation Control Permit.
9. Coordination with the Department of Environment and Natural Resources, Water Quality Section to obtain a Section 401 Water Quality Certification for the PROJECT.
10. Coordination with the U.S. Army Corps of Engineers, wetlands permitting and obtaining approvals to encroaching on any Corps property.
11. Preparation and submittal of the Environmental Assessment for the PROJECT to all applicable agencies and coordination of response to any review comments. Fees include estimates for environmental sub-consultants. Additional sub-consultant outside of the contract agreement may be required depending upon review comments from state agencies.
12. Coordination with N.C. Department of Transportation to secure a Right-of-Way Encroachment Agreement for the PROJECT.
13. Coordination of the bidding process including the preparation of Advertisement for Bid, circulation of Advertisement for Bid with the local newspapers and

planrooms, conducting a pre-bid conference, conducting the bid opening and preparation of certified bid tabulation.

14. Preparation of a Recommendation of Award to the OWNER in writing.
15. Review and approve submittal material.
16. **PERIOD OF SERVICE:** Four Months for Engineering Design and Four Months for Permitting of the PROJECT.

II. **CONSTRUCTION ADMINISTRATION SERVICES**

A. ENGINEER's Services included in this Agreement:

1. Review and approve Contractor's construction material submittals.
2. Provide Construction Administration Services in Accordance with EXHIBIT B - Duties, Responsibilities And Limitations Of Authority Of The Resident Project Representative and the scope as outlined below.
3. Conduct pre-construction conference with OWNER, CONTRACTOR and all regulatory agencies.
4. Review and approve contractor submittals and work schedule.
5. Provide full time resident inspection.
6. Prepare pay requests and coordinate approval by OWNER and CONTRACTOR.
7. Attend on-site meetings with the OWNER, CONTRACTOR or regulatory agencies as may be needed to review changes and/or difficulties encountered during construction of the PROJECT.
8. Conduct pre-final and final project inspections including recommendation of project acceptance to OWNER.
9. Prepare detailed record drawings for the OWNER including one set of reproducible drawings (mylar) and one set of drawings on computer disk.
10. Provide and coordinate start-up services of the project.
11. Assist the OWNER in coordinating correction of any deficiencies during the one-year warranty period.
12. **PERIOD OF SERVICE:** It is estimated the construction term of the PROJECT shall be a six months. The Resident Project Inspector shall be on site for the full construction term.

B. ENGINEER'S Services NOT included in this Agreement.

1. Coordination of bond financing or other financial documents relating to the PROJECT.
2. Payment of Permit Fees.
3. Sub-Consultant Fees for the Environmental Assessment for Archeological Fees if required.
4. Sub-Consultant Fees for the Environmental Assessment for Biological / Endangered Species Survey Fees if required.
5. Any design services outside the scope of the PROJECT.

III. **PAYMENT**

The OWNER agrees to pay the ENGINEER for services noted above as follows:

Engineering Design Services – Fees for planning, Environmental Assessment and Detailed Design.

TASK ORDER #1 – Environmental Assessment

1. Planning: Including the Environmental Assessment – \$10,000.00 (as required).
Not including Environmental Sub-Consultant Fees – See Below.
2. Estimated Subcontractor Fees for the Environmental Assessment (as required).

Sub-Consultant – Biological Survey \$2,500.00

Sub-Consultant – Archeological Survey \$2,500.00

The sub-consultant fees shown above are estimates for biological and archeological surveys. Additional environmental sub-consultant fees will be the responsibility of the county.

TASK ORDER #2 – Design of Final Plans and Specifications

ONE HUNDRED SIXTY THOUSAND & 00/100 DOLLARS (\$160,000.00). See Detail of Cost outlined below.

1. Preliminary Design: Estimated at 10% of the total Design Fee – \$16,000.00.

2. Detailed Design: Estimated at 80% of the total Detailed Design Fee – \$128,000.00. Based on equal monthly installments during the design period.
3. Submission of Plans and Specifications to Regulatory Agencies: Estimated at 5% of the total Detailed Design Fee – \$8,000.00.
4. Bid Coordination: Including Advertisement for Bids, Conducting the Bid Opening, Bid Tabulation and Recommendation of Award. Estimated at 5% of the total Detailed Design Fee – \$8,000.00.

PAYMENT shall be made based on periodic progress of each task above mutually agreed to by both the OWNEER and the ENGINEER

TASK ORDER #3 – Construction Administration Services

1. Hourly Not-To-Exceed fee of ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED & 00/100 DOLLARS (\$112,500.00). PAYMENT shall be made based upon an hourly rate of the Construction Manager on Site and hours charged by the Project Engineer during the construction phase of the project.

Each Task Order shall be completed individually. Task Orders #1 and #2 shall run concurrently. The ENGINEER shall commence work when authorized by the OWNER. Task Order #3 shall not begin until the project has been awarded by the OWNER.

Additional Services

Should the OWNER request that the ENGINEER render “additional services” in relation to the project which are not included in this Scope of Services, the ENGINEER shall receive compensation for such additional services at the hourly rate as specified on the Fee Schedule attached hereto as Exhibit “A” for the hours actually worked by the appropriate classification of employee or at a mutually agreed upon lump sum fee.

IV. CONTRACT MODIFICATIONS AND PROVISIONS

It is agreed by the parties hereto named 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.

In the event such changes are necessary, the ENGINEER shall be paid for those services completed to the date of notification for change by the OWNER. If such notification occurs during the interim, the ENGINEER and OWNER shall negotiate the level of work effort accomplished and the associated sum due the ENGINEER for payment.

In the event the ENGINEER has not performed according to the terms of the AGREEMENT for any reason, including but not limited to substantial and unjustified delays in work without approval of the OWNER, the ENGINEER is found incapable of performing the class of work specified, or other breach of the terms of the contract, the OWNER may in its sole discretion declare the ENGINEER in default of the terms of the AGREEMENT. Upon declaration by the OWNER of the default of the ENGINEER, the ENGINEER shall be furnished written notice of such default at the last known address which ENGINEER has provided to the OWNER. If the ENGINEER has not satisfied such default within ten (10) days from the date of the default, the OWNER shall consider the AGREEMENT terminated and in such termination agree to pay the ENGINEER for work performed on or before the termination. Said payment to be for man-hours performed at the hourly rate herein specified in Exhibit "A". The failure of the OWNER at any time to require performance by the ENGINEER of any provision hereof shall in no way affect the right of the OWNER hereafter to enforce same.

LEGAL REMEDIES: Should the OWNER terminate the AGREEMENT in accordance with the provisions set forth in the Contract, the OWNER shall agree to pay the ENGINEER for work performed on or before the date of such termination.

If the OWNER has pending claims against the ENGINEER due to the breach of the Contract and in question at the time of termination, the OWNER may withhold payment

until such claims as settled and then make payment at the settled amount due to the ENGINEER.


The OWNER and the ENGINEER each binds himself, his partners, successors, executors, administrators and assigns to the other party to the AGREEMENT, and to the partners, successors, executors, administrators and assigns of each other party in respect to all covenants of the AGREEMENT.

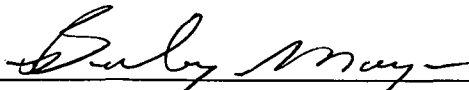
The OWNER and the ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this AGREEMENT, the day and the year first above written, which is the effective date of this AGREEMENT.

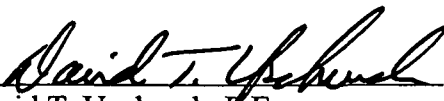
HOBBS, UPCHURCH & ASSOCIATES, P.A.

COUNTY OF CHATHAM

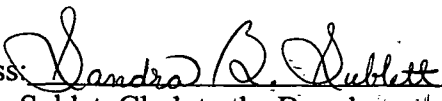


Fred M. Hobbs, P.E., President

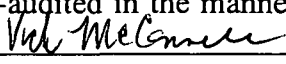
Bunkey Morgan, Chairman, Chatham
County Board of Commissioners

Witness: 

David T. Upchurch, P.E.,
Vice-President

Witness: 

Sandra Sublett, Clerk to the Board
County of Chatham

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

Vicki McConnell, Finance Director/Assistant County Manager

EXHIBIT "A"

FEE SCHEDULE

Hobbs, Upchurch & Associates, P.A. 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.

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

Hobbs, Upchurch & Associates, P.A. hourly rates include all expenses and reflect our competitive pricing.

EXHIBIT B

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistance and other field staff to assist ENGINEER in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide future protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR.

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

- a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S onsite operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

- a. Record date of receipt of Shop Drawings and samples.
- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample of the submittal of the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.

6. **Interpretation of Contract Documents:** Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. **Modifications:** Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. **Records:**
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. **Reports:**
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. **Payment Requests:** Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment

requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. **Certificates, Maintenance and Operation Manuals:** During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. **Completion:**
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. **Limitations of Authority**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR'S superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspection conducted by others except as specifically authorized by T MAP.

CONTRACT FOR ENGINEERING SERVICES

This AGREEMENT made this ____ day of _____, 2005, by and between the COUNTY OF CHATHAM, hereinafter called the OWNER, and HOBBS, UPCHURCH & ASSOCIATES, P.A., hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to construct a **4 MGD Upgrade to the Jordan Lake Water Treatment Facility** including the following: Design of a new 4 MGD treatment train including flash mix, SuperPulsator clarifier, and conventional filters. Design will also include a new 2 MG clearwell, new finished water pump station, upgrades to the chemical feed system, electrical, SCADA, and instrumentation systems. The PROJECT is anticipated to result in a capacity in the Jordan Lake Water Treatment Plant of 7 MGD including the existing 3 MGD train and the new 4 MGD treatment train.

NOW, THEREFORE, the OWNER and ENGINEER, for the consideration hereinafter named, agree as follows:

I. **DESIGN SERVICES**

The ENGINEER agrees to perform for the above referenced PROJECT professional services as hereinafter set forth.

A. Engineering Design Services

1. Develop a Preliminary Engineering Report for the 4 MGD expansion. Review the design with Chatham County. Design will constitute a 25% design.
2. Present Preliminary Engineering Report to the Public Water Supply Section of NCDENR for review and approval.
3. Preparation and submittal of the Environmental Assessment for the PROJECT to all applicable agencies and coordination of response to any review comments. Fees include estimates for environmental sub-consultants. Additional sub-consultant outside of the contract agreement may be required depending upon review comments from state agencies.

4. Preparation of 65%, 95%, and 100% Design Submittals for review by Chatham County. Each submittal will be accompanied by a detailed cost estimate.
5. Submittal of final drawings, specifications, and design calculations for permitting to the Public Water Supply Section of NCDENR for review and issuance of a permit.
6. Performance of all land surveying functions necessary to support the proposed PROJECT including obtaining all pertinent control points.
7. Preparation of detailed design plans (24" x 36" sheets and ½ scale drawings), specifications and contract documents for the PROJECT, which shall show the scope, extent and character of work to be performed by the CONTRACTOR. These will be submitted to the OWNER for approval prior to submission to regulatory agencies for permits with any changes incorporated.
8. Coordination with the Department of Environment and Natural Resources, Land Quality Section, to obtain approval of the Erosion and Sedimentation Control Permit.
9. Coordination of the bidding process including the preparation of Advertisement for Bid, circulation of Advertisement for Bid with the local newspapers and planrooms, conducting a pre-bid conference, conducting the bid opening and preparation of certified bid tabulation.
10. Preparation of a Recommendation of Award to the OWNER in writing.
11. Review and approve submittal material.
12. PERIOD OF SERVICE: Five Months for Engineering Design and Three Months for Permitting of the PROJECT.

II. CONSTRUCTION ADMINISTRATION SERVICES

A. ENGINEER's Services included in this Agreement:

1. Review and approve Contractor's construction material submittals.
2. Provide Construction Administration Services in Accordance with EXHIBIT B - Duties, Responsibilities And Limitations Of Authority Of The Resident Project Representative and the scope as outlined below.

3. Conduct pre-construction conference with OWNER, CONTRACTOR and all regulatory agencies.
4. Review and approve contractor submittals and work schedule.
5. Provide full time resident inspection.
6. Prepare pay requests and coordinate approval by OWNER and CONTRACTOR.
7. Attend on-site meetings with the OWNER, CONTRACTOR or regulatory agencies as may be needed to review changes and/or difficulties encountered during construction of the PROJECT.
8. Conduct pre-final and final project inspections including recommendation of project acceptance to OWNER.
9. Prepare detailed record drawings for the OWNER including one set of reproducible drawings (mylar) and one set of drawings on computer disk.
10. Provide and coordinate start-up services of the project.
11. Assist the OWNER in coordinating correction of any deficiencies during the one-year warranty period.
12. PERIOD OF SERVICE: It is estimated the construction term of the PROJECT shall be 18 months. The Resident Project Inspector shall be on site for the full construction term.

B. ENGINEER'S Services NOT included in this Agreement.

1. Coordination of bond financing or other financial documents relating to the PROJECT.
2. Payment of Permit Fees.
3. Sub-Consultant Fees for the Environmental Assessment for Archeological Fees if required.
4. Sub-Consultant Fees for the Environmental Assessment for Biological / Endangered Species Survey Fees if required.
5. Any design services outside the scope of the PROJECT.

III. PAYMENT

The OWNER agrees to pay the ENGINEER for services noted above as follows:

Engineering Design Services – Fees for Planning, Environmental Assessment and Detailed Design.

TASK ORDER #1 – Environmental Assessment: Preparation of the Environmental Assessment for submission to all applicable review agencies. Payment shall be a Lump Sum amount of TWENTY THOUSAND & 00/100 DOLLARS (**\$20,000.00**).

TASK ORDER #2 – Design of Final Plans and Specifications

THREE HUNDRED FIFTY THOUSAND & 00/100 DOLLARS (**\$350,000.00**). See Detail of Cost outlined below.

1. Preliminary Design: Estimated at 10% of the total Design Fee – \$35,000.00.
2. Detailed Design: Estimated at 80% of the total Detailed Design Fee – \$280,000.00. Based on equal monthly installments during the design period.
3. Submission of Plans and Specifications to Regulatory Agencies: Estimated at 5% of the total Detailed Design Fee – \$17,500.00.
4. Bid Coordination: Including Advertisement for Bids, Conducting the Bid Opening, Bid Tabulation and Recommendation of Award. Estimated at 5% of the total Detailed Design Fee – \$17,500.00.

PAYMENT shall be made based on periodic progress of each task above mutually agreed to by both the OWNEER and the ENGINEER

TASK ORDER #3 – Construction Administration Services

Hourly Not-To-Exceed fee of TWO HUNDRED EIGHTY NINE THOUSAND & 00/100 DOLLARS (\$289,000.00). PAYMENT shall be made based upon an hourly rate of the Construction Manager on Site and hours charged by the Project Engineer during the construction phase of the project.

Each Task Order shall be completed individually. Task Orders #1 and #2 shall run concurrently. The ENGINEER shall commence work when authorized by the OWNER. Task Order #3 shall not begin until the project has been awarded by the OWNER.

Additional Services

Should the OWNER request that the ENGINEER render “additional services” in relation to the project which are not included in this Scope of Services, the ENGINEER shall receive compensation for such additional services at the hourly rate as specified on the Fee Schedule attached hereto as Exhibit “A” for the hours actually worked by the appropriate classification of employee or at a mutually agreed upon lump sum fee.

IV. CONTRACT MODIFICATIONS AND PROVISIONS

It is agreed by the parties hereto named 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.

In the event such changes are necessary, the ENGINEER shall be paid for those services completed to the date of notification for change by the OWNER. If such notification occurs during the interim, the ENGINEER and OWNER shall negotiate the level of work effort accomplished and the associated sum due the ENGINEER for payment.

In the event the ENGINEER has not performed according to the terms of the AGREEMENT for any reason, including but not limited to substantial and unjustified delays in work without approval of the OWNER, the ENGINEER is found incapable of

performing the class of work specified, or other breach of the terms of the contract, the OWNER may in its sole discretion declare the ENGINEER in default of the terms of the AGREEMENT. Upon declaration by the OWNER of the default of the ENGINEER, the ENGINEER shall be furnished written notice of such default at the last known address which ENGINEER has provided to the OWNER. If the ENGINEER has not satisfied such default within ten (10) days from the date of the default, the OWNER shall consider the AGREEMENT terminated and in such termination agree to pay the ENGINEER for work performed on or before the termination. Said payment to be for man-hours performed at the hourly rate herein specified in Exhibit "A". The failure of the OWNER at any time to require performance by the ENGINEER of any provision hereof shall in no way affect the right of the OWNER hereafter to enforce same.

LEGAL REMEDIES: Should the OWNER terminate the AGREEMENT in accordance with the provisions set forth in the Contract, the OWNER shall agree to pay the ENGINEER for work performed on or before the date of such termination.

If the OWNER has pending claims against the ENGINEER due to the breach of the Contract and in question at the time of termination, the OWNER may withhold payment until such claims as settled and then make payment at the settled amount due to the ENGINEER.

The OWNER and the ENGINEER each binds himself, his partners, successors, executors, administrators and assigns to the other party to the AGREEMENT, and to the partners, successors, executors, administrators and assigns of each other party in respect to all covenants of the AGREEMENT.

The OWNER and the ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this AGREEMENT, the day and the year first above written, which is the effective date of this AGREEMENT.

HOBBS, UPCHURCH & ASSOCIATES, P.A.

COUNTY OF CHATHAM

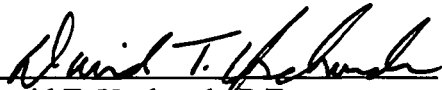


Fred M. Hobbs, P.E., President



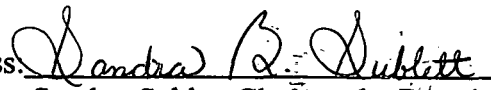
Bunkey Morgan, Chairman
Chatham County Board of Commissioners

Witness:



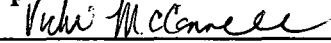
David T. Upchurch, P.E.,
Vice President

Witness:



Sandra Sublet, Clerk to the Board
County of Chatham

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



Vicki McConnell, Finance Director/Assistant County Manager

EXHIBIT A

FEE SCHEDULE

Hobbs, Upchurch & Associates, P.A. 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.

ENGINEER GRADE V	\$130.00/HOUR
ENGINEER GRADE IV	\$120.00/HOUR
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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

Hobbs, Upchurch & Associates, P.A. hourly rates include all expenses and reflect our competitive pricing.

EXHIBIT B

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistance and other field staff to assist ENGINEER in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide future protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR.

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

- a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S onsite operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

- a. Record date of receipt of Shop Drawings and samples.
- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample of the submittal of the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.

6. **Interpretation of Contract Documents:** Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. **Modifications:** Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. **Records:**
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. **Reports:**
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. **Payment Requests:** Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment

requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. **Certificates, Maintenance and Operation Manuals:** During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. **Completion:**
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. **Limitations of Authority**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR'S superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspection conducted by others except as specifically authorized by T MAP.

CONTRACT FOR ENGINEERING SERVICES

This AGREEMENT made this ____ day of _____, 2005, by and between the COUNTY OF CHATHAM, hereinafter called the OWNER, and HOBBS, UPCHURCH & ASSOCIATES, P.A., hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to construct **Water, Sewer and Roadway Improvements for Phase 1 of the Chatham County Business Park. The Phase 1 portion of the park can be defined as all infrastructure able to serve Phase 1 lots as shown on the Master Plan.** The project scope of services includes the following items:

Water: Water system extensions including approximately 12,500 LF of 12-inch diameter DIP water mains, 1,400 LF of 8-inch DIP water mains and appurtenances.

Sewer: Sewer system extensions including approximately 5,500 LF of 8-inch DIP sewer mains, 6,100 LF of 6-inch DIP forced main, two sewer pump stations and appurtenances.

Roadway: Roadway including approximately 10,300 LF of NCDOT approved pavement, bridging of wetlands and creeks, and related storm drainage structures. Roadway shall connect to US Highway 64 at the northern end of the project area and traverse to Alston Bridge Road at the southern end of the project area. Roadway also includes a branch of approximately 800 LF to serve lots 18, 19, 20, and 15 as shown on the Master Plan.

This proposed project is considered part of the Chatham County Economic Development initiative as discussed in the Chatham County Board of Commissioners Work Session held on March 21, 2005.

NOW, THEREFORE, the OWNER and ENGINEER, for the consideration hereinafter named, agree as follows:

I. **DESIGN SERVICES**

The ENGINEER agrees to perform for the above referenced PROJECT professional services as hereinafter set forth.

A. Engineering Design Services

1. Perform all preliminary design including roadway horizontal and vertical alignment, cross sections, profile, and drainage, hydraulic analysis of the proposed water main and sewer extensions and provide technical recommendations for the system improvements.
2. Determination of proposed water main and sewer main location based on coordination with Chatham County Staff, the Department of Transportation, the U.S. Army Corps of Engineers and other utility owners.
3. Development of detailed construction cost estimates based on the design, as well as preparation of a progress report summarizing these costs along with any recommendations. These progress reports shall be performed at various stages of completion of design, 50%, 75% and 90%.
4. Performance of all land surveying functions necessary to support the proposed PROJECT including obtaining all pertinent control points.
5. Preparation of detailed design plans (24" x 36" sheets, scale 1" = 50'), specifications and contract documents for the PROJECT that shall show the scope, extent and character of work to be performed by the CONTRACTOR. These will be submitted to the OWNER for approval prior to submission to regulatory agencies for permits with any changes incorporated.
6. Coordination with the Department of Environment and Natural Resources, Public Water Supply Section to obtain a permit for the PROJECT.
7. Coordination with the Department of Environment and Natural Resources, Land Quality Section, to obtain approval of the Erosion and Sedimentation Control Permit.

8. Coordination with the Department of Environment and Natural Resources, Water Quality Section to obtain a Section 401 Water Quality Certification for the PROJECT.
9. Coordination with the U.S. Army Corps of Engineers, wetlands permitting and obtaining approvals to cross Corps property.
10. Coordination with the NCDOT to obtain approval for all aspects of roadway and drainage as applicable for the PROJECT.
11. Coordination with environmental sub-consultants concerning wetlands and buffer delineation.
12. Coordination with N.C. Department of Transportation to secure a Right-of-Way Encroachment Agreement for the PROJECT.
13. Coordination of the bidding process including the preparation of Advertisement for Bid, circulation of Advertisement for Bid with the local newspapers and planrooms, conducting a pre-bid conference, conducting the bid opening and preparation of certified bid tabulation.
14. Preparation of a Recommendation of Award to the OWNER in writing.

Additional sub-consultants such as soil sampling firms and traffic analysis firms outside of the contract agreement may be required depending upon review comments from state agencies.

II. CONSTRUCTION ADMINISTRATION SERVICES

1. Review and approve Contractor's construction material submittals.
2. Provide Construction Administration Services in Accordance with EXHIBIT B - Duties, Responsibilities And Limitations Of Authority Of The Resident Project Representative and the scope as outlined below.
3. Conduct pre-construction conference with OWNER, CONTRACTOR and all regulatory agencies.
4. Review and approve contractor submittals and work schedule.
5. Provide full time resident inspection.
6. Prepare pay requests and coordinate approval by OWNER and CONTRACTOR.

7. Attend on-site meetings with the OWNER, CONTRACTOR or regulatory agencies as may be needed to review changes and/or difficulties encountered during construction of the PROJECT.
8. Conduct pre-final and final project inspections including recommendation of project acceptance to OWNER.
9. Prepare detailed record drawings for the OWNER including one set of reproducible drawings (mylar) and one set of drawings on computer disk.
10. Assist the OWNER in coordinating correction of any deficiencies during the one-year warranty period.

B. ENGINEER'S Services NOT included in this Agreement.

1. Final property line surveying, easement preparation or acquisition or construction stakeout.
2. Coordination of bond financing or other financial documents relating to the PROJECT.
3. Sub-Consultant Fees for the Environmental Assessment for Archeological Fees if required (Estimated at \$20,000).
4. Sub-Consultant Fees for the Environmental Assessment for Biological / Endangered Species Survey Fees if required (Estimated at \$20,000).
5. Sub-Consultant Fees for the soil testing for roadway and bridging foundations if required (Estimated at \$20,000)
6. Sub-Consultant Fees for traffic analysis if required (\$15,000)
7. Any design services outside the scope of the PROJECT.

III. PAYMENT

The OWNER agrees to pay the ENGINEER for services noted above as follows:

Engineering Design Services - Fees for planning and detailed design:

TASK ORDER #1 -Design of Final Plans and Specifications

A fee for THREE-HUNDRED THIRTY-FIVE THOUSAND TWO-HUNDRED FIFTY & 00/100 DOLLARS (\$335,250.00) (See Detail of Cost outlined below)

1. Preliminary Design – Estimated at 10% of the total Design Fee - \$33,525.00
2. Detailed Design – Estimated at 80% of the total Detailed Design Fee - \$268,200.00.
3. Submission of Plans and Specifications to Regulatory Agencies – Estimated at 5% of the total Detailed Design Fee - \$16,762.50
4. Bid Coordination – Including: Advertisement for Bids, Conducting the Bid Opening, Bid Tabulation and Recommendation of Award. Estimated at 5% of the total Detailed Design Fee - \$16,762.50

PAYMENT shall be made based on periodic progress of each task above mutually agreed to by both the OWNEER and the ENGINEER

TASK ORDER #2 - Construction Administration Services

A fee for ONE-HUNDRED FOURTY-ONE THOUSAND THREE-HUNDRED FIFTY 00/100 DOLLARS (\$141,350.00). PAYMENT shall be made in equal monthly installments during the construction phase of the project.

Additional Services

Should the OWNER request that the ENGINEER render “additional services” in relation to the project which are not included in this Scope of Services, the ENGINEER shall receive compensation for such additional services at the hourly rate as specified on the Fee Schedule attached hereto as Exhibit “A” for the hours actually worked by the appropriate classification of employee or at a mutually agreed upon lump sum fee.

IV. CONTRACT MODIFICATIONS AND PROVISIONS

It is agreed by the parties hereto named 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.

In the event such changes are necessary, the ENGINEER shall be paid for those services completed to the date of notification for change by the OWNER. If such notification occurs during the interim, the ENGINEER and OWNER shall negotiate the level of work effort accomplished and the associated sum due the ENGINEER for payment.

In the event the ENGINEER has not performed according to the terms of the AGREEMENT for any reason, including but not limited to substantial and unjustified delays in work without approval of the OWNER, the ENGINEER is found incapable of performing the class of work specified, or other breach of the terms of the contract, the OWNER may in its sole discretion declare the ENGINEER in default of the terms of the AGREEMENT. Upon declaration by the OWNER of the default of the ENGINEER, the ENGINEER shall be furnished written notice of such default at the last known address which ENGINEER has provided to the OWNER. If the ENGINEER has not satisfied such default within ten (10) days from the date of the default, the OWNER shall consider the AGREEMENT terminated and in such termination agree to pay the ENGINEER for work performed on or before the termination. Said payment to be for man-hours performed at the hourly rate herein specified in Exhibit "A". The failure of the OWNER at any time to require performance by the ENGINEER of any provision hereof shall in no way affect the right of the OWNER hereafter to enforce same.

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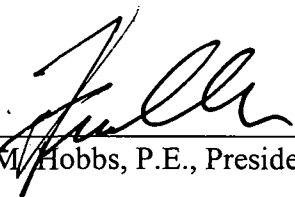
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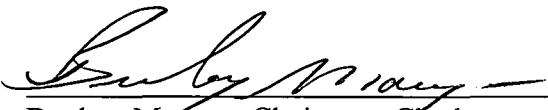
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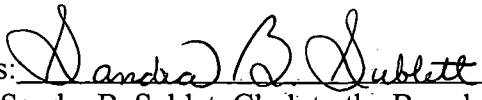
HOBBS, UPCHURCH & ASSOCIATES, P.A.

COUNTY OF CHATHAM


Fred M. Hobbs, P.E., President


Bunkey Morgan, Chairman, Chatham
County Board of Commissioners

Witness: 
Jarrod E. Hilliard, E.I.
Project Manager

Witness: 
Sandra B. Sublett, Clerk to the Board
County of Chatham

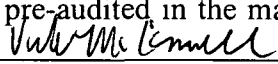
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Vicki McConnell, Finance Director/Assistant County Manager

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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

Hobbs, Upchurch & Associates, P.A. hourly rates include all expenses and reflect our competitive pricing.

Specific projects may be addressed on an hourly rate or based on mutually agreed upon lump sum fees, negotiated on the basis of a well-defined scope of services.

The ultimate aim of our services and fees is to provide the client with professional assistance in a timely and cost-conscious manner.

EXHIBIT B

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistance and other field staff to assist ENGINEER in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide future protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR.

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. **Liaison:**
 - a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the

Contract Documents; and assist the ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S onsite operations.

- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. **Shop Drawings and Samples:**

- a. Record date of receipt of Shop Drawings and samples.
- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample of the submittal of the submittal has not been approved by ENGINEER.

5. **Review of Work, Rejection of Defective Work, Inspections and Tests**

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.

- 6. **Interpretation of Contract Documents:** Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. **Modifications:** Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. **Records:**
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. **Reports:**
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. **Payment Requests:** Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. **Certificates, Maintenance and Operation Manuals:** During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be

assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR'S superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspection conducted by others except as specifically authorized by T MAP.

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
MAY 16, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the District Courtroom, located in Pittsboro, North Carolina, at 6:00 PM on May 16, 2005.

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

Absent: Attorney Robert L. Gunn

The Chairman called the meeting to order at 6:03 PM.

PLEDGE OF ALLEGIANCE AND INVOCATION

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

The Chairman explained that the new audio/recording system was in use and asked that if anyone had problems hearing, to let them know so that adjustments could be made.

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 #19, consideration of a request to appoint five members to the Board of Health be deferred until a later date.

Commissioner Emerson moved, seconded by Commissioner Outz, to approve the Agenda and Consent Agenda with the noted request. The motion carried five (5) to zero (0).

1. **Minutes:** Consideration of a request to approve Board minutes for regular meeting held May 02, 2005 and Work Session held May 02, 2005

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

2. **Funds Acceptance for TeenWorks Teen Center:** Consideration of a request to accept funds in the amount of \$1,000 awarded to the TeenWorks Teen Center of the Health Department from UNC-Chapel Hill

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

3. **Family Planning Funds Acceptance:** Consideration of a request to accept funds in the amount of \$2,063 in Family Planning Funds awarded to the Health Department from the NC Division of Public Health

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

4. **Chatham County Board of Social Services Appointment:** Consideration of a request to appoint Mrs. Betty Wilson, 268 Log Barn Acres, Pittsboro, NC, to fill the County vacancy, on the Chatham County Board of Social Services

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

5. **Sketch Design Approval of "Copper Ridge"**: Consideration of a request by Ricky Spoon Builders, Inc. for subdivision sketch design approval of "Copper Ridge" consisting of 39 lots on 84 acres, located off Highway #64E, New Hope Township

As per the Planning Department and Planning Board recommendation, sketch design approval of the plat was granted with the following condition:

1. Prior to preliminary submittal the developer shall explore the possibility of extending County water to the subject property.

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

6. **Sketch, Preliminary, and Final Approval of "Whippoorwill Waste Treatment Plant"**: Consideration of a request by Rob Boening, Executive Director on behalf of Carolina Meadows, for subdivision sketch, preliminary and final approval of one (1) non-residential lot, consisting of 3.56 acres, located off SR #1726, Williams Township

As per the Planning Department and Planning Board recommendation, sketch, preliminary, and final approval of the plat was granted as submitted.

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

7. **Preliminary and Final Approval of "Chapel Ridge"**: Consideration of a request by Jordan Lake Preserve Corporation for subdivision preliminary and final approval of "Chapel Ridge", Phase Two 'A', Sections 'J', 'K', 'L', 'P', and a portion of 'N', consisting of 210 lots, located off SR #1520, Old Graham Road, Center and Hadley Townships

As per the Planning Department and Planning Board recommendation, preliminary and final approval of "Chapel Ridge" – Phase Two 'A', Sections 'J', 'K', 'L', 'P', and a portion of 'N', and approval of the boundary line revisions were granted as shown on the plat with the following conditions:

1. The final plat not be recorded until the County Attorney has approved the financial guarantee.
2. The roadway to NC #87 shall be constructed to the NCDOT standards prior to issuance of 50 building permits in the Chapel Ridge subdivision.

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

8. **Road Name**: Consideration of a request from citizens to approve the naming of a private road in Chatham County as follows:

A. Flatwood Creek Road

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.

BOARD OF COMMISSIONERS' MATTERS

Public Hearings:

Public Hearing on Community Development Block Grant – Economic Development: Public hearing to receive public comments to close-out the fiscal year 1999 Community Development Block Grant for Economic Development

The County Manager explained the specifics of the close out public hearing on the fiscal year 1999 Community Development Block Grant for Economic Development. He stated that all of the required CDBG compliance areas have now been monitored; that the CDBG Economic Development project provided \$600,000 toward water improvement to serve the 3M facility; and that the County should proceed with closing out the CDBG portion of the 3M Water System Improvements project which includes holding a public hearing.

The Chairman opened the floor for public comments.

There was no one present who wished to make public comments.

The Chairman closed the public hearing.

Chatham County Fiscal Year 2005-2006 Proposed Budget: Public hearing to receive public comments on the Chatham County Fiscal Year 2005-2006 proposed budget

Charlie Horne, County Manager, reviewed the proposed Fiscal Year 2005-2006 budget. He stated that this was a revaluation year

Renee Dickson, Assistant County Manager, presented information on calculation of the revenue neutral rate.

The Board reviewed the Board of Education's funding request and tentatively agreed to follow the Manager's recommendation. The Board agreed that Chairman Morgan would discuss this with the School Board Chairman and report back at the June 6, 2005 budget work session.

The Chairman opened the floor for public comments.

Betty Wilson, 268 Log Barn Road, Pittsboro, NC, stated that she appreciated the effort not to add any positions to the budget; that the Department of Social Services (DSS) desperately needs a new Medicaid caseworker; that the current Medicaid caseloads are unmanageable; that unmanageable caseload sizes increase the risk of errors and financial liability for the County and adversely affect service to the elderly and disabled adults; that today's applicants for Adult Medicaid have accumulated greater assets; that these cases involve more caseworker time to explain program rules and investigate ownership of property in order to accurately determine eligibility for Medicaid; that each of the County's three caseworkers currently manage 323 on-going cases per worker and interview and process twenty new applications per month; that these total 969 on-going cases and sixty new cases per month; that this is a very high caseload for each caseworker; that high caseloads lead to worker error which can be very costly for the County; that there is no State staffing standard for the Medicaid program; that Chatham County has very high caseloads in comparison with other counties that are similar in size; that the average caseload in these counties is 225 cases per worker; that adding one new caseworker at Chatham County DSS will bring caseloads down to 250 cases per worker and fifteen new cases per month per worker; that effective June 1, 2005, the DSS will take applications and provide information about the Low Income Assistance component of the Medicare Prescription Drug Program; that they will be responsible for screening these applicants for Medicaid eligibility; that a new group of elderly and disabled adults will be eligible for the Prescription Drug Program; that in Chatham County it means that up to 2,800 elderly and disabled adults will be potentially eligible for the Medicare Prescription Drug Program; that they are very concerned about their ability to retain these three highly experienced and capable employees due to burnout created by unreasonable workloads and high stress created by the work demands; that the total cost of the Medicaid caseworker position with benefits is \$38,374; that DSS receives a 50% match of state and federal funds for Medicaid caseworker positions, making an actual cost in County dollars of \$19,187.

Ray Greenlaw, 2 Jordan Woods, Pittsboro, NC, stated that for several years, Chatham County's developed properties have been grossly unbalanced; that while residential development has burgeoned, there appears to have been little or no business or industrial properties initiated or expanded in Chatham County; that the bulk of property taxes fall on the citizens and residential property owners; that it does grow in nearby counties; that in reviewing of the "Economic Development Plan" of the proposed budget, it reveals nothing in the "Goals and Objectives" to indication that there have been: 1) No material increases in actual expansion of the existing businesses or industries in Chatham County; 2) No fulfilled recruitment and establishment of additional businesses or industries in Chatham County; that in discussion with the Finance Officer, it was revealed that the four capital water projects set forth in the approved FY 2004-2005 County budget will be carried forward; that several other water capital projects are somewhere in the process of review and approval; and that whether any of them will be included in the approved FY 2005-2006 budget is unknown.

Bob Eby, 1056 Fearington Point, Pittsboro, NC, stated that he publicly supports the four-cent increase for capital projects and that schools and County infrastructure is desperately needed. He urged the Board to keep at least four cents in the budget for that reason.

Floy Oldham, 1276 Old Fearington Road, Chapel Hill, NC, stated that it would be helpful to give the budget information to the press to publish.

PLANNING AND ZONING

Public Hearings:

Public Hearing for Revision to Existing Office and Institutional Conditional Use District off Seaforth Road: Public hearing to receive public comments on a request by Terry Otto and Anna Cassilly for a revision to an existing Office and Institutional Conditional Use District with a Conditional Use Permit for:

- Hotels, motels and inns including accessory eating and drinking and personal service facilities when located in the principal structure, specifically for an inn
- Public and private schools, training and conference centers located off SR #1941, Seaforth Road, on approximately 16 acres, New Hope Township, to request the removal of the time limit on the permit

The Chairman administered the oath to those in attendance who wished to make public comments on each of the conditional use permit issues.

Anna Cassilly, stated that she would like to have this approval up front before they build a tremendous amount into the business.

Public Hearing for Revision to Existing Conditional Use Permit for a Planned Unit Development for "Galloway Ridge": Public hearing to receive public comments on a request by Galloway Ridge at Fearington for a revision to the existing Conditional Use Permit for a Planned Unit Development (Galloway Ridge portion of the Fearington Planned Unit Development) on approximately 50 acres, for a signage revision

Jason Cronk, 18 Randolph Court, Pittsboro, NC, executive director at Galloway Ridge, stated that it is set to open in stages throughout the year and that their request is to change the sign to mirror the Fearington signs across the road; and that there would be a symmetrical look as well as maintain the rural sense of Fearington and Galloway Ridge.

Kirk Lohry, 18 Randolph Court, Pittsboro, NC, designer for sign revisions, stated that Mr. Fitch has created a development area that is one of the jewels of Chatham County; that part of that is the development of the rural theme; that in order to maintain that theme and feeling, he realized that he had to increase the sign size; and that he is supportive of the larger mirror signs for Galloway Ridge.

Public Hearing on Revision to Existing Office and Institution Conditional Use District with Conditional Use Permit by David Daniel Construction Company: Public hearing to receive public input on a request by D. D. W., Inc. d/b/a David Daniel Construction Company for a revision to an existing Office and Institution Conditional Use District with Conditional Use Permit for general and professional offices, on 5.7 acres, off SR #1008 (Mt. Carmel Church Road), in Williams Township, to add an office building and associated parking area

Nick Robinson, attorney for the applicant, stated that he is requesting a change in his conditional use permit; that he is asking for an amendment to add a 4,000 square foot building in the back of the property; that the use would be identical; that it will preserve the residential rural character of Mt. Carmel Church Road; that it would allow for the provision of needed services by a locally owned and operated company and cluster reasonable commercial development with the existing residential; that the building would match the turn-of-the-century structure already on the site; that the plan, as well as the landscaping plan, had been submitted to the Appearance Commission which was approved with slight additions of a few 3-4' bushes on the west side of the parking lot to shield it from the large lot residential; that the five findings are easily made; and that this construction company has been adding four million dollars to the tax base each year since 2001.

Emily Hull-Ryde, 523 Edwards Ridge Road, Chapel Hill, stated that she has lived adjacent to this property for the last ten years; that she came before the Board regarding this same property in 2001; that she and the neighbors were very concerned with preserving the rural appearance of the property; that this new plan will cause this area to lose the rural character feeling; that the current plan appears to preserve this appearance, they propose a 4,000 square foot building to be used by four people; that the parking area is designed for twenty-two vehicles; that she is unsure why so many spaces are needed; that the application acclaims that there will only be 46 additional round-trips on the road; that there is limited site at the driveway entrance; that they see this plan as a maximum plan to develop the property for commercial use; that they see the applicant as continually developing the plan and returning to the Board for approval every couple of years; and that they really do not know what the final plan will be. She urged the Board to have an idea of the finished product.

Public Hearing on Revision to Chatham County Watershed Protection Ordinance: Public hearing to receive public input on a request by Chatham Citizens For Effective Communities, Inc., Et al, for a revision to the Chatham County Watershed Protection Ordinance, Section 303, Cluster Development

Loyse Hurley, 16 Matchwood, Pittsboro, NC, President of Chatham Citizens for Effective Communities, stated that this textural amendment is being requested by Chatham Citizens for Effective Communities, Inc. (CCEC) as well as by the Haw River Assembly, The Friends of the Rocky River, Chatham United and the Chatham Coalition; that these groups reach a great number of citizens; that this amendment only applies to clustered developments which span across watershed zoning districts; that they are requesting that such clustered subdivision be allowed under certain conditions which include: a minimum lot size, river and stream buffers, a burden of proof, and a peer review of that burden of proof; that the Williams Pond development showed a potential void in the Watershed Protection Ordinance where future development could harm the waterways; that looking at the watershed map, they have identified at least fourteen parcels or combination of parcels which would potentially fall within this category: two above the Pittsboro water intake on the Haw River, five above the Siler City water intake on the Rocky River, and seven above the Lee County and Sanford water intakes on the Rocky River, Deep River, and the Cape Fear River basin.

Ms. Hurley addressed specifics of their request as follows:

Minimum Lot Size

Sections of the clustered development cannot be less than the average of the spanned watershed zones. Specifically, when a five-acre zoned area is joined with a one-acre zoned area, the average minimum lot size must be at least three-acres in each zone and the entire development must be held to a two-acre minimum

Buffering

1. River buffers require a 400 foot undisturbed buffer from the bank of the river
2. Perennial stream buffers require a 150 foot undisturbed buffer
3. Intermittent streams require a 100 foot undisturbed buffer
4. Ephemeral streams require a 75 foot undisturbed buffer if their drainage area is more than 25 acres and a 50 foot undisturbed buffer if their drainage area is between 10 and 25 acres.

All existing vegetation shall remain except for invasive species and that can be removed in accordance with environmentally safe standards.

Burden of Proof

The applicant shall bear a burden of proof showing that the design they are requesting shall compare favorably with the standard provisions of the Watershed Protection Ordinance. That burden of proof shall consist of scientific evidence that the proposal shall improve the water quality and that any run-off will not adversely impact the water quality of the County's lakes, streams, and rivers.

Peer Review

The applicant shall pay for the County to hire a consultant, selected by the County and with the County's parameters, who will review the scientific evidence of continuing water quality. This peer review must be completed at least thirty days before the notice of the public hearing.

Ms. Hurley introduced other members speaking on behalf of the CCEC.

Rita Spina, representing the Haw River Assembly, stated that she is a co-sponsor of this event; that allowing site specific exemptions are hurting the water quality; that passage of this amendment is urged; that the Haw River is one of the most important natural resources; that Jordan Lake provides water to 150,000 people; that keeping water clean is vital to recreational users; that the Haw River is home to endangered species; and that the Haw River and Jordan Lake are already listed as hazardous waterways.

Robert Sears, 273 Hollands Chapel Road, Apex, NC, stated that he represents Chatham County United (CCU); that they support the proposed textural change to the watershed ordinance; that he remembers during 1966-68 how people lost their land and fertile farmland to Jordan Lake; that the lake was pitched as a place for recreation and as a water source; that Durham knows it is also a place to run the outflow from sewage treatment plants; that by 1978, the lake was starting to come together; that it is obvious that the water quality in the north end where Durham inputs is getting worse and that it is moving south toward US Highway #64; that Cary, and to a much lesser extent Chatham County, get their drinking water from Jordan Lake; that they are attempting to put more teeth into the watershed ordinance; that it will only work if the Board follows the rules; that a common sense approach would help when dealing with the developers; that common sense says that one house per five acres with a septic system will have less impact than more houses concentrating all their waste into one place to be handled by some miracle system; that he recommends a moratorium for the next two years on any development greater than 25 houses; that he understands that there are presently between nine to ten thousand houses on the books now; and that slowing down would help the County catch up on needed infrastructure and schools. He urged the Board to consider, approve, and then follow the proposed changes to the watershed ordinance.

Kathleen Hundley, 136 Rocky Falls, Pittsboro, NC, stated that she represents the Friends of Rocky River (FORR); that 90% of the Rocky River is in Chatham; that the Rocky River basin drains approximately half of the County diagonally across the County and serves as the major water source for Siler City, Bonlee, Bennett, and other communities in both Chatham and Lee Counties; that the lower sections have been designated by the State of North Carolina Department of Environmental and Natural Resources (DENR) as a "Heritage River"; that the fact that a proposed second dam across the river has received approval from DENR has greatly concerned FORR for they believe that the dam will decrease the amount

of flow in the river; that in addition, the river also receives effluent from the waste water treatment plants of both Siler City and Liberty, which, along with development and construction non-point sources, has contributed to the degradation of water quality throughout the length of the river, putting the river at risk for further degradation; that presently, the Rocky River enhances the value of property along its banks and throughout its watershed through its beauty and unspoiled atmosphere; that the Friends of the Rocky River (FORR) is an incorporated, non-profit citizen's organization comprised primarily of more than eighty property owners along the entire length of the river; that FORR maintains that one role of the Chatham County Board of Commissioners is to protect the economic and environmental values of the Rocky River and other waterways in the County; that a first step in addressing and protecting the waterways and values of Chatham County is to endorse the proposed watershed protection ordinance as it applies to clustered subdivisions and two plus acres zones; that there are a number of present and future environmental threats to the health of the Rocky River that now need to be addressed; and that by adopting the proposed Watershed Protection Ordinance, the Board of Commissioners, together with the citizens of the County, have the ability to make the County's waterways the cleanest in the State and become a model for other counties in preserving its natural resources and environmental heritage.

Sonny Keisler, a member of the Friends of the Rocky River (FORR), stated that Chatham should be kept clean and beautiful; that Chatham's natural and environmental resources make it a magnet for those seeking a clean and pristine environment; that beautiful, clean environments will be more prosperous in the future; that Chatham should not be allowed to become just another crowded place; that Chatham should not be allowed to become just another degraded place because the amendment would help protect water resources; and that Chatham should act now to protect its cultural history and natural legacy; and that approving the amendment would help protect Chatham's legacy.

Jan Nichols, 148 Fairview Road, Pittsboro, NC, stated that she is treasurer of the Chatham Coalition; that one of the principal goals stated in both the County's strategic plan and its Land Use Plan is preserving and protecting Chatham's rich natural resources, in particular its lakes, rivers, and streams; that protecting these water resources will also preserve the quality of drinking water; that this amendment clearly falls within one of the meanings of an "open, pro-active, cooperative" approach to land development and conservation that is "preparing ahead for development issues instead of reacting to specific development proposals or growth-shaping influences"; that this amendment is an attempt to deal with future situations similar to the one recently addressed on an ad hoc basis when the ordinance was revised to solely allow approval of the Williams Pond subdivision adjacent to the Haw River; that it is based on the principal that Chatham County should be planning its own future development, not just responding to outside developer's proposals to revise and re-shape the County's development ordinance and plans; that this amendment requires maintaining a naturally vegetated strip of land along a stream or river sufficient to preserve healthy aquatic ecosystems and provides a range of environmental, economic and social benefits including trapping and removing sediment, nutrients, and contaminants from runoff, stabilizing stream banks and reducing channel erosion, storing flood waters, maintaining good water quality, improving aesthetics, and offering recreational and educational opportunities; that the burden of proof is based on Compact Communities Ordinance; that clear and convincing scientific evidence should be required; and that there should be a thirty-day period between release of the final peer review to the public and holding a public hearing on the proposal; that this provides the Board, the County Planning Staff, and citizens a reasonable time to review the scientific evaluations of the proposal and prepare questions and testimony for the public hearing; and that the more complete the evidence presented at a public hearing, including conflicting evidence, the more likely the Board will have all the information needed to fully evaluate a request and perform their critical function as stewards of the County's rich natural resources and heritage, particularly its valuable and beautiful lakes, rivers, and streams.

Loyse Hurley, completed the CCEC comments by adding that the Board of Commissioners has now heard their plea; that Jordan Lake and the County's rivers are impaired and in danger of further deterioration from development; that the Watershed Protection Ordinance was enacted to provide maximum protection of these waterways; that there are valuable economic assets from clean, biologically healthy streams, rivers, and lakes; that the Land Use Plan has a policy of protecting and preserving its natural resources (Jordan

Lake, Haw River, Rocky River, Deep River and the Cape Fear River Basin); that these waterways are valuable assets of the County, not only for their beauty and recreational pleasure, but for critical future economic development; that the most important and critical asset of the County, however, is its people and their continued health; that these rivers and lakes are the source of their drinking water and should be protected and preserved. She asked that the Board approve the proposed textual amendment to the County's Watershed Protection Ordinance.

Judith Ferster, 228 Carolina Meadows Villa, Chapel Hill, NC, Chair of the Conservation Committee of the Orange Chatham Group of the Sierra Club, stated that one of the important purposes of this amendment is to increase the size of buffers along streams and add one for rivers that flow through a property; that a disadvantage of such a change is that it might decrease the number of homes that can be sited in a community; that the NCDENR study of Jordan Lake shows that it is impaired because of excess nutrients; that from events that occurred in North Carolina in 1995, some of the effects of high concentrations of nutrients like nitrogen and phosphorus are: algae blooms, proliferation of toxic bacteria, oxygen depletion, fish dying in droves, loss of native species of fish and shellfish; that of the two great sources of nutrients to the lake, point and non-point, non-point sources contribute the greater portion: run-off from agricultural, commercial, industrial, and residential sites; that in one report, non-point sources contributed more than 2/3 of the nitrogen and more than 3/4 of phosphorus; that of all the sources, both point and non-point, residential sites contributed over 20% of nitrogen and almost 25% of phosphorus; that one of the best strategies for controlling the nutrient content of run-off is buffer size; that state-mandated 50' buffers are good but minimal; that there is no question that wider buffers are better; that buffers reduce sediment, remove nutrients, remove pesticides, reduce flooding, help control water temperature, protect land and water habitats, and therefore, biodiversity; that larger buffers aren't the only things they do; that they can reduce clear-cutting, reduce acreage of lawns and golf-courses, reduce impervious surfaces, monitor the steepness of slopes in buffers to encourage water to flow in sheets instead of channels; they can maintain spray irrigation systems rigorously so they don't fail; and that increases in the minimum buffer size is a minimal move for now.

Nick Robinson, stated that he is a resident of Chatham County and also the attorney representing Bynum Ridge, LLC in the recently approved Williams Pond neighborhood. He stated that in his capacity as attorney, he believes that it is important that, if the Board deems it appropriate to modify the Watershed Protection Ordinance, the resolution adopting the same must contain language specifically stating that the new provisions will not apply retroactively but apply only to future subdivision/conditional use permit applications; that NCGS Section 153A-344.1 provides for vesting of rights previously granted in the form of a site specific conditional use permit; that because the laws prohibit retroactive application of revised watershed rules, the resolution should provide specifically that the revisions will apply only to future subdivision/conditional use permit applications; that he has carefully reviewed the proposed watershed ordinance amendment and proposed a table showing significant increases in buffer sizes requested; that the proposal calls for peer review of scientific evidence in cases where a landowner owns a parcel in two watershed districts and requires a showing of "clear and convincing scientific evidence"; that because all sides of the issues raised have not been carefully examined, the current proposal, if approved, really may have unintended consequences that are more harmful to the watershed; that soil maps should not be used for determining buffers on ephemeral streams; and that because they have not been fully explored, the amendment as proposed would be premature and possibly counter-productive.

Mark Ashness, stated that there are two concerns he had with the presentation; that the great exceedance of the buffers is of concern; that Chatham's is already more than the state standard; and that actually improving the water quality would be difficult unless the area was involved in farming.

Beth Kricker, stated that she held out hope that everyone could work together to save the wildlife, woods, air, and generally keep some segment of the gentle and quiet life that brought her, her family, and many others to Chatham County; that the promise of low taxes and a time or retirement was another incentive; that since 2002, one by one, all of the above is rapidly disappearing brought on by run-away development which was encouraged and sanctioned by the members elected in 2002; that the most precious assets entrusted to the

Board's care are creeks, rivers, and Jordan Lake which attracts tourists and helps support the small business community and allows them to survive; that the lake is seriously compromised; that there have been sewage spills and seepage into the creeks and rivers which flow into the lake and affect surrounding runoff and the drinking water of Chatham and other counties; that biologists have informed her that there are levels and limits as to how much water can be safely treated without encouraging asthma in children and heart disease in the older population; that the Board is entrusted with the care of these valuable assets. She asked that the Board take the steps necessary to protect the rivers and lake from developers who lack the same concern and care stating that she hopes the Board will not allow expedience to take precedence over their responsibility to leave something clear and beautiful for the next generation.

Bill Sommers, 1067 Fearrington Post, Pittsboro, NC, stated that he attended two events during the prior week that brought home the significance of the context in which the ordinance is being presented; that the first one was the presentation by the Division of Water Quality (DWQ) of their test results regarding Jordan Lake/Reservoir/Cape Fear Watershed reports; that both were scientifically detailed and analyzed in terms of water impairment resources that were discussed; that there is a "cloud of impairment" at the top of Jordan Lake and the communities around it; that the "cloud" is coming closer to Chatham County; that in lieu of the elements of impairments in the general context of Chatham County are not as great as they are up north, the "cloud" is coming; that part of the recommendations that the DWQ had was that local governments begin to take more pervasive and stronger action to prevent the "cloud" from manifesting itself in the way that it has done north of the County; that a consideration of what the Board has been presented is of great importance; that it must be molded to fit Chatham County's needs both developmentally and in the protection of its resources; that the EPA and NCDENR have now issued the guidelines for Phase II of the stormwater operation that is now including smaller communities; and that he hopes that the Board will consider the matter carefully.

Elaine Chiosso, stated that she felt the County was very vulnerable to the same situation that happened with Williams Pond happening again; that precedent has been set; that there is no reason that another developer wouldn't come before the Board and ask for density averaging; that she thinks the County needs to be prepared by having a watershed protection ordinance that clearly states what has to happen if someone wishes to ask for density averaging; that hydrology and soil science have to be looked at; that it is not reasonable to expect that developers have the best interest in water quality and environmental health; and that the County has to take responsibility for it.

BREAK

The Chairman called for a ten-minute break.

BOARD OF COMMISSIONERS' MATTERS

Chatham County Fiscal Year 2005-2006 Proposed Budget: Public hearing to receive public comments on the Chatham County Fiscal Year 2005-2006 proposed budget

The Chairman reopened the floor for comments on the proposed Chatham County Fiscal Year 2005-2006 proposed budget.

There were no additional persons present who wished to make public comments.

PLANNING AND ZONING

Sketch Design Approval of "Meadowview": Consideration of a request by Community Properties, Inc. on behalf of Polk-Sullivan, LLC/Chatham Partners, LLC for subdivision Planned Unit Development sketch design approval of "Meadowview", consisting of 715 lots, on approximately 793 acres, located off SR #1520, Old Graham Road and Highway #87 North, Center and Hadley

Commissioner Barnes stated that he would like to see the Soil and Sedimentation Control Officers hired, out in the fields, and in the County system as soon as possible.

Commissioner Cross stated that developers may wish to check with NCDOT to make certain that there are adequate turn lanes for their entrance on Highway #87. He also stated that an area (that was not detrimental to the appearance of the owner's property) was needed for a Chatham County bulk/solid waste pick-up.

Bob Eby, 1056 Fearrington Post, Pittsboro, NC, stated that removing the nitrogen and phosphorous from the wastewater and effluent was critical.

Jim Beason, 11010 Raven Ridge Road, stated that he was a soil scientist for the developer; that if all the phosphorous and nitrogen were removed from the soils then plant life would not be possible to a great extent.

Elaine Chiosso, stated that they were not talking about removing all of the nitrogen and phosphorous; that there are limits to any technology; that it is nitrogen and phosphorous causing all of the algae in Jordan Lake; that the new state monitoring is listing the lake as impaired including the park and the County drinking water; and this can not continue to be ignored as the large developments are approved which will add more nutrients to the water.

Nick Robinson cautioned the Board of Commissioners to be mindful of data and pictures presented and what they may or may not signify.

As per the Planning Department and Planning Board recommendation, Commissioner Emerson moved, seconded by Commissioner Outz to grant sketch plan approval with the following conditions:

1. Prior to submittal of the preliminary plat for review, the feasibility of access to the properties of Alston, Harris, Holt and Lutterloh shall be evaluated.
2. Due to the possibility that Chatham County may add this subdivision to its distribution system, the development must exceed Heater Utilities specifications and meet Chatham County's specifications as required in Chapel Ridge regarding the materials used in water main materials and installation.
3. Detailed stormwater plans shall be provided and approved by the County prior to preliminary approval.
4. Any required environmental monitoring reports shall be provided to the local County offices of the Health Department.

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

BOARDS AND COMMITTEES

Adult Care Home Committee Appointments: Consideration of a request to appoint/reappoint two members to the Adult Care Home Committee by Commissioner Barnes (1) and the Board (1)

Appointments to the Adult Care Home Committee were deferred until a later date.

Central Carolina Community College Board of Trustees Appointment: Consideration of a request to appoint a member to the Central Carolina Community College Board of Trustees by the Board (1)

Commissioner Emerson moved, seconded by Commissioner Outz, to appoint Lonnie West, 106 Dumont Court, Pittsboro, NC, to the Central Carolina Community College Board of Trustees. The motion carried five (5) to zero (0).

Human Relations Committee Appointments: Consideration of a request to appoint/reappoint one member to the Human Relations Committee by Commissioner Barnes (1)

Commissioner Barnes moved, seconded by Commissioner Emerson to appoint Gabriel Soltren, 210-H High Ridge Drive, Sanford, NC, to the Human Relations Committee. The motion carried five (5) to zero (0).

Board of Health Appointments: Consideration of a request to appoint five members to the Chatham County Board of Health to fill the following vacancies: (1) Veterinarian (2) Professional Engineer (3) Public Seats

Appointments to the Board of Health were deferred until a later date.

MANAGER' S REPORTS

The County Manager reported on the following:

Public comments will be received on the budget in a meeting at the Siler City Courtroom on May 23, 2005 at 7:00 PM.

COMMISSIONERS' REPORTS

Soil Survey:

Commissioner Outz asked about the soil survey and asked if it would be in order to write to the legislators asking that it be published.

Dog Problems:

Commissioner Outz stated that Mr. Owen Johnson was still complaining about the dog situation.

Phillips Road:

Commissioner Outz asked if the Phillips Road in the Bennett area was scheduled to be paved. He stated that he thought that it was either SR #2322 or #2223.

Charlie Horne stated that a response had been received stating that the road number sited had already been paved.

House Bill #1134 and Senate Bill #981:

Commissioner Barnes stated that Senator Bob Atwater is sponsoring Senate Bill #981 supporting the "Drinking Water Reservoir Protection Act"; that he feels that everyone would like to see the bill passed; and that he would like for the Board to adopt a resolution supporting Senate Bill #981 and House Bill #1134.

After considerable discussion, by consensus, the Board decided to defer action on this matter until their meeting to be held on Monday, May 23, 2005.

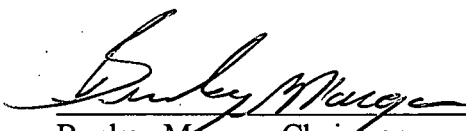
Naming of CCCC Science Building:

Chairman Morgan stated that he had received a request from Bill Dudenhausen asking that the Board write a letter to Central Carolina Community College President, Dr. Matt Garrett, supporting the naming of the Central Carolina Community College Science Building be named for former CCCC president, Dr. Marvin Joyner.

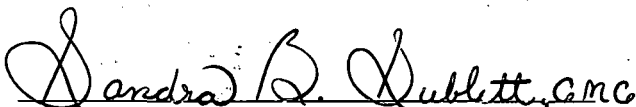
Commissioner Emerson stated that he thought that the CCCC Board had already taken action on this matter.

ADJOURNMENT

Commissioner Barnes moved, seconded by Commissioner Emerson, that the meeting be adjourned. The motion carried five (5) to zero, and the meeting was adjourned at 8:51 PM.


Bunkey Morgan, Chairman

ATTEST:


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

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
BUDGET PUBLIC MEETING
MAY 23, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Siler City Town Council Chambers, 311 North Second Avenue, Siler City, North Carolina, 7:00 PM, on May 23, 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

The Chairman called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE AND INVOCATION

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

The County Manager gave a brief overview of the proposed FY 2005-2006 budget.

The Assistant County Manager, Renee Dickson gave a brief presentation on how the revenue neutral tax rate was calculated.

SHERIFF'S OFFICE

Major Gary Blankenship gave a presentation on the Sheriff's Office budget request.

Captain Roy Allen and Jill Jacobsen, Safe Start Family Responder, made a presentation on the Family Crisis Responder request.

Bill Lail, Human Services Planner/Evaluator II, gave a presentation on the Community Emergency Response Team.

PUBLIC MEETING COMMENTS

Chairman Morgan opened the public hearing at approximately 8:15 PM.

Paul McCoy, 3557 Pea Ridge Road, New Hill, NC, stated that the revenue neutral tax rate was too high; that he was serving on the Board of Equalization and Review and did not believe that the Board would give the amount of tax relief as stated in the presentation on the calculation of the revenue neutral tax rate; that the County could not catch up in a short period of time; and that the Economic Development budget was too small and was not adequately supported by the County Manager.

Genevieve Megginson, Executive Director of Chatham County Partnership for Children, 2005 Sanford Highway, Suite 4, Pittsboro, NC, stated that the Recommended Budget did not include \$15,000 for Smart Start and \$10,000 for Child Care Networks. She stated that the County should make more of an investment in children. She requested an opportunity to make a presentation to the Board of Commissioners.

Joel Hunnicutt, Chairman of the Arts Incubator Project, 410 E. Raleigh Street, Siler City, NC, gave an overview of the Arts Incubator Project. He requested that the County contribute to the salary of the Executive Director.

Richard Peter, 256 Joe Brown Road, Bear Creek, NC, stated that he was concerned about property taxes, the County's assessment of farm equipment based on original purchase price, and illegal immigrants.

Jimmy Collins, 1867 Hanks Chapel Road, Pittsboro, NC, stated that he was representing FACT. He asked the Commissioners to be as conservative as possible, while still meeting the needs of the County.

Jesse Albright, 1423 Coleridge Road, Siler City, NC, stated that citizens need to take more responsibility for services. He stated that the Board should be discussing the cuts it would make instead of how much to increase the budget.

Byron Oldham, Siler City, NC, stated that he was concerned about taxes and illegal immigration. He asked the Board to be very conservative and frugal, but to fund needed services.

The Chairman closed the public meeting at 9:20 PM.

RESOLUTION

The Board discussed the Department of Environment, Health, and Natural Resources (DEHNR) resolution proposed by Commissioners Cross and Barnes regarding support for improved water quality for B. Everette Jordan Reservoir.

Commissioner Emerson stated that he would support the resolution generally, but only if it excluded agriculture.

Chairman Morgan requested that Commissioner Barnes meet with the County Manager to develop a more generic resolution on which the Board could take action by electronic mail.


A copy of **Resolution #2005-31 Supporting Improved Water Quality for B. Everett Jordan Reservoir** is attached hereto and by reference made a part hereof.

ADJOURNMENT

Commissioner Outz moved, seconded by Commissioner Emerson, that the meeting be adjourned. The motion carried five (5) to zero, and the meeting was adjourned at 9:40 PM.


Bunkey Morgan, Chairman

ATTEST:


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

Resolution Supporting Improved Water Quality For B. Everett Jordan Reservoir

Whereas, citizens of North Carolina understandably expect clean high quality drinking water from NC public water supplies; and

Whereas, quality public water supplies depend heavily upon good science, quality professionals and proper management to protect these precious resources; and

Whereas, rivers and streams that feed into Jordan lake flow through different regions and political jurisdictions; and

Whereas, many citizens in central North Carolina depend on Jordan Lake for their potable water supply; and

Whereas, it is in everyone's interest to have a dependable supply of water that is of high quality; and


Whereas, DEHNR has release a proposed Nutrient Management Strategy and Total Maximum Daily Load Plan for Jordan Lake; and

Whereas, the Board of Commissioners recognizes the value of study and preparation of working documents such as the Plan recently put forth by DEHNR.

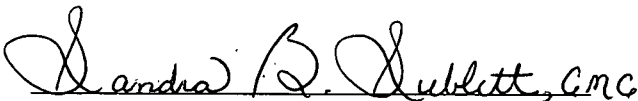
THEREFORE BE IT RESOLVED, that the Chatham County Board of Commissioners applaud the state's (DEHNR'S) efforts to ensure water sources of high quality and strongly encourages all jurisdictions to review the proposal and where appropriate offer constructive feedback to improve on the working document recently presented to the public for review.

BE IT FURTHER RESOLVED that Senate Bill 981 and House Bill 1134 be widened to include any water supply that serves citizens of North Carolina. Any citizen who uses public water should have the same assurance of quality regardless of size of population.

Adopted this the 25th day of May, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

JUNE

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
JUNE 06, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 9:00 AM on June 06, 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 9:05 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.

The County Manager clarified that Item #4, "Consideration of a request to *approve* relief of a discovery penalty on business personal property by Capital Bank in the amount of \$431.51 " was a recommendation by the Tax Department to *deny* relief of the discovery penalty.

Commissioner Emerson moved, seconded by Commissioner Outz to approve the Agenda and Consent Agenda. The motion carried five (5) to zero (0).

CONSENT AGENDA

1. **Minutes:** Consideration of a request for approval of Board Minutes for regular meeting held May 16, 2005 and Work Session held May 16, 2005 and Budget Meeting held May 23, 2005

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

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

A. Holden Pond

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. **Relief of Discovery Penalty for Capital Bank:** Consideration of a request to deny relief of discovery penalty on business personal property for Capital Bank in the amount of \$431.51. A copy of the letter is attached hereto and by reference made a part hereof.

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

5. **Funds Acceptance from the NC Division of Public Health:** Consideration of a request to accept funds in the amount of \$461 in additional funds from the NC Division of Public Health awarded to the Health Department

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

6. **Refund of Overpaid Excise Stamps:** Consideration of a request by Kim W. Gallimore, Attorney, for a refund in the amount of \$19,730.00 for overpayment of excise tax. A copy of the letter is attached hereto and by reference made a part hereof.

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

7. **Renewal of EasyTech Contract:** Consideration of a request to approve three-year renewal lease of EasyTech telephone contract in the amount of \$2,356.56 per month for Management Information Systems (MIS), attached hereto and by reference made a part hereof.

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

END OF CONSENT AGENDA

PUBLIC INPUT SESSION

Ricky Spoon, 2475 Redbud, Pittsboro, NC, stated that approval of "Copper Ridge" was on the Board's last agenda for approval; that he thought the item was to be removed from the Consent Agenda for discussion; that he questions the waterline that is, in two years, to come down Highway #64 up Big Woods Road from The Preserve; that he has approval there for thirty-nine lots; that he thinks it will be built-out within two years; that he is going to be installing wells at approximately \$5,000 each; that in two years the wells will be obsolete with the water lines; that he would like for money to be offered in lieu of moving up the time table for running the water lines; that he has machines that can dig the water lines; that he suggests the County use his men on his time to dig the water lines; that he is a local developer who wants to help the County; that he feels that this is the perfect opportunity to "put his money where his mouth is"; that the neighbors next to the proposed subdivision need the water; that he wonders what will happen in three years if all the wells become contaminated if something happens at the S. T. Wooten plant; and that he would welcome any suggestions from the Board as how to accomplish this.

The Chairman suggested that Mr. Spoon contact the Public Utilities Director, come up with options, and meet with the Water Advisory Board for recommendation to the Board.

BOARD OF COMMISSIONERS MATTERS

Resolution of Recognition Honoring The Northwood High School Quiz Bowl Team: Consideration of a request to adopt **Resolution of Recognition Honoring The Northwood High School Quiz Bowl Team**

Chairman Morgan read the resolution in its entirety. Coach Nick Winstead accepted the resolution on behalf of the team.

Commissioner Emerson moved, seconded by Commissioner Cross, to adopt **Resolution #2005-32 of Recognition Honoring The Northwood High School Quiz Bowl Team**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Resolution Honoring Ricky Spoon: Consideration of a request to adopt **Resolution Honoring Ricky Spoon**

Chairman Morgan read the resolution in its entirety.

Commissioner Cross moved, seconded by Commissioner Emerson, to adopt **Resolution #2005-33 of Honoring Ricky Spoon**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Resolution Honoring Cloyce Lassiter: Consideration of a request to adopt **Resolution Honoring Cloyce Lassiter**

Chairman Morgan read the resolution in its entirety.

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt **Resolution #2005-34 of Honoring Cloyce Lassiter**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

PLANNING AND ZONING

Update of Fee Schedule for Payments In Lieu of Land Dedication for Recreation Facilities: Consideration of an update of the fee schedule for payments in lieu of land dedication for recreation facilities for new subdivisions and mobile home park lots based on the 2005 tax revaluation

Commissioner Emerson moved, seconded by Commissioner Barnes, to adopt the 2005 neighborhood codes and 2005 neighborhood primary building site values to be used in calculating the subdivision and mobile home park recreation fee. The spreadsheet with the neighborhood codes and primary building site values used to calculate the subdivision recreation fee and recreation fee map are attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Impact Fee:

Chairman Morgan moved, seconded by Commissioner Emerson, to approve the ordinance to amend the Educational Impact Fee Ordinance to increase the accessory dwelling fee from \$500 to \$950, effective July 1, 2005. The motion carried five (5) to zero (0). The text of the ordinance will be presented at the June 20, 2005 Board of Commissioners' meeting for signature. The **Ordinance Amending the Chatham County Educational Facilities Impact Fee Ordinance** is attached hereto and by reference made a part hereof.

BOARDS AND COMMITTEES

Adult Care Home Committee Appointment: Consideration of a request to appoint/reappoint a member to the Adult Care Home Committee by Commissioner Barnes

Commissioner Barnes moved, seconded by Commissioner Outz to reappoint Virginia Dudenhausen, 363 Fearrington Post, Pittsboro, NC to the Adult Care Home Committee. The motion carried five (5) to zero (0).

Planning Board Appointment: Consideration of a request to appoint/reappoint a member to the Chatham County Planning Board by Commissioner Morgan

Chairman Morgan moved, seconded by Commissioner Emerson to appoint Martin Mason, 41 Ed Clapp Road, Siler City, NC, to the Planning Board. The motion carried five (5) to zero (0).

Board of Health: Consideration of a request to appoint a Commissioner replacement to the Chatham County Board of Health

Chairman Morgan moved, seconded by Commissioner Cross, to appoint Commissioner Patrick Barnes to the Chatham County Board of Health. The motion carried five (5) to zero (0).

Central Carolina Community College Board of Trustees:

Chairman Morgan moved, seconded by Commissioner Cross, to appoint Renee Dickson, Assistant County Manager, to the Central Carolina Community College Board of Trustees. The motion carried five (5) to zero (0).

Economic Development Board: Consideration of a request to appoint a member to the Chatham County Economic Development Board

Commissioner Barnes moved, seconded by Commissioner Cross, to appoint Jamie Nunnally, 101 Wilder Ridge, Chapel Hill, NC, to the Economic Development Board. The motion carried five (5) to zero (0).

Board of Health Appointments: Consideration of a request to appoint/reappoint members to the Chatham County Board of Health by the full Board as follows: 2 new citizens, 1 citizen appointment/reappointment, 1 veterinarian appointment, and 1 engineer appointment

As per the Board of Health recommendation, Commissioner Outz moved, seconded by Commissioner Emerson, to reappoint Danny Wimberly, 3956 Corinth Road, Moncure, NC, to the Board of Health, effective July 01, 2005 through June 30, 2008. The motion carried five (5) to zero (0).

As per the Board of Health recommendation, Commissioner Emerson moved, seconded by Commissioner Barnes, to appoint Mary Ellen Jackson, 625 East Third Street, Siler City, NC, to the Board of Health, effective July 01, 2005 through June 30, 2007. The motion carried five (5) to zero (0).

As per the Board of Health recommendation, Commissioner Emerson moved, seconded by Commissioner Barnes, to appoint William H. Browder, Jr., 25 Paul Green Road, Pittsboro, NC, to the Board of Health, effective July 01, 2005 through June 30, 2007. The motion carried five (5) to zero (0).

As per the Board of Health recommendation, Commissioner Barnes moved, seconded by Commissioner Cross, to appoint Gregory King, 2971 Castle Rock Farm Road, Pittsboro, NC, to the professional engineer seat on the Board of Health, effective July 01, 2005 through June 30, 2008. The motion carried five (5) to zero (0).

As per the Board of Health recommendation, Commissioner Emerson moved, seconded by Commissioner Barnes, to appoint Dr. Kevin Monce, 20 Shadow Court, Moncure, NC, to the veterinarian seat on the Board of Health, effective July 01, 2005 through June 30, 2008. The motion carried five (5) to zero (0).

New Chatham County Health Director:

Carmine Rocco, new Chatham County Health Director, stated that he was happy to be in Chatham County; that he looked forward to working with the Board; that he appreciated the Board's support; and that he would be glad to assist the Board in any way possible.

MANAGER' S REPORTS

The County Manager reported on the following:

Water Policy Clarification:

The current Water Connection Policy for Subdivisions, the policy states that "The developer shall be required to pay the total of all applicable water connection charges for all lots residential or mixed use, upon the approval of the final plat for that development."; that a question has arisen as to the time of the final plat; that the final plat is not until the very end; that the clarification would read, if approved, "The developer shall be required to pay the total of all applicable water connection charges for all lots residential or mixed use, upon the approval of a final plat for that development."; that that means whether construction is initiated in multiple phases or a single phase; and that at the point where they begin construction, the fee has to be paid.

Commissioner Barnes moved, seconded by Commissioner Emerson, to approve the clarification to the Water Connection Policy for Subdivisions as follows:

“The developer shall be required to pay the total of all applicable water connection charges for all lots residential or mixed use, upon the approval of a final plat for that development.”

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

COMMISSIONERS' REPORTS

American Moulding & Millwork Company:

Chairman Morgan stated that in order for American Moulding & Millwork Company to increase their number of employees, they will have to construct a holding tank system for the “pump and haul” to allow up to one hundred employees; that the engineering firm recommended two five-thousand gallon tanks instead of one large ten-thousand tank; that the cost estimate of the tanks is approximately \$23,852.57; that Goldston is participating in this endeavor; that this can be done within thirty days with Board approval; and that by September, 2005, they can employ up to one hundred people.

Commissioner Outz asked about Rufus' Restaurant getting some help with their waste disposal.

The County Manager explained that the restaurant was located in an incorporated municipality; that the County could not just step in and usurp their authority; that the County could partner with them to help them secure it if they had the desire, but that it is ultimately the responsibility of the Town of Goldston to get that infrastructure in place.

Chairman Morgan moved, seconded by Commissioner Emerson, to authorize an expenditure of \$23,852.57 to assist in construction of a holding tank system for American Moulding & Millwork Company and send a letter to Mr. Lloyd Kent, President informing him of the Board's action. The motion carried five (5) to zero (0). A copy of the letter is attached hereto and by reference made a part hereof.

Southern Supreme:

Chairman Morgan stated that an application for a grant is being processed to apply for funding in the amount of \$250,000 for Southern Supreme through the Commerce Department; that the information will be forthcoming soon; that they employ approximately twenty five employees during this time of the year; that during their busy season they will employ up to one hundred fifteen employees; that they are now in the process of enlarging their facility.

Chairman Morgan moved, seconded by Commissioner Barnes, to authorize appropriate funding from necessary sources to provide water to Southern Supreme on Hoyt Scott Road from the existing line on Ronald Scott Road, connecting new water customers along the route and that the new line would eventually become part of the Southwest Water District. The motion carried five (5) to zero (0).

Western Wake Regional Wastewater:

The Chairman stated that Wake County is performing a Western Wake Regional Wastewater Study; that he attended the first meeting approximately five years ago; that representatives from the County were Ray Greenlaw, Ron Singleton, and he; that it has been narrowed to three sites; that the one located in Chatham County is the least desirable; that many citizens heard about it only a couple of days before the public hearing; that the estimated completion date for the facility is 2011; that Chatham County has not been asked for its opinion nor to participate in it; that many knew that a site close to the County line was being considered, but did not know that consideration was being given to the placement in Chatham County; that the decision to return the wastewater to Jordan Lake is also being considered; that he was unsure when the decision will be reached.

Commissioner Barnes stated that the primary site is in New Hill; that the second site is at the intersection of Highways #64 and #751; that the least desirable was in Chatham County; that the line from New Hill will be run to Corinth and around Harris Lake; that the

input lines will come from Durham through Morrisville, Apex, Cary, and possibly Fuquay and Holly Springs; that it is his understanding that they have decided not to return the waste to Jordan Lake; and that it originally started as five municipalities to make up the Western Wake Regional Facility.

The Chairman stated that in order to be effective, he feels that one must start with the beginning of a project; and that as he learns more, he will keep the Board informed.

Commissioner Emerson stated that he felt the only thing to be done at this point was to monitor it.

County Flag:

Commissioner Cross stated that he had received a telephone call from a former Appearance Committee member who was dismayed that the County flag was not being flown.

The County Manager is to check into this matter.

“Welcome to Chatham County” Signs:

Commissioner Cross also asked about the “Welcome to Chatham County” signs that were being stored in a warehouse waiting to be put up.

The County Manager stated that the County was waiting on the Department of Transportation to put up the signs.

BREAK

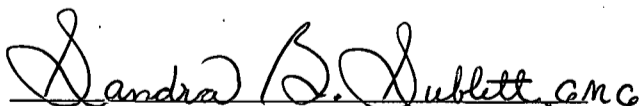
The Chairman called for a short break.

RECESS

Commissioner Emerson moved, seconded by Commissioner Cross, to recess the regular meeting to the scheduled work session. The motion carried five (5) to zero (0), and the meeting was adjourned at 10:07 AM.


Bunkey Morgan, Chairman

ATTEST:


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

DATE 5/11
 TIME 8:29
 USER TINA
 TAX

BOARD REVIEW OF COLLECTED RECEIPTS REPORT
 CHATHAM COUNTY

1
 # CL2182

DEPOSIT DATES 4/01/2005 THROUGH 4/30/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
1995	CULBRETH DANIEL J HEIRS	4/04/2005	70099 105	12.64					DBLST W/0011425
	** YEAR TOTALS **			12.64					
1996	CULBRETH DANIEL J HEIRS	4/04/2005	13697 105	13.99					DBLST W/0011425 PER MR
	** YEAR TOTALS **			13.99					
1997	CULBRETH DANIEL J HEIRS	4/04/2005	101740 105	14.89					DBLST W/0011425 PER MR
	** YEAR TOTALS **			14.89					
1998	CULBRETH DANIEL J HEIRS	4/04/2005	188206 105	15.03					DBLST W/0011425 PER MR
	** YEAR TOTALS **			15.03					
1999	CULBRETH DANIEL J HEIRS	4/04/2005	272662 105	16.16					DBLST W/0011425 PER MR
	** YEAR TOTALS **			16.16					
2000	CULBRETH DANIEL J HEIRS	4/04/2005	365722 105	16.25					DBLST W/0011425 PER MR
	** YEAR TOTALS **			16.25					
2001	CULBRETH DANIEL J HEIRS	4/04/2005	482679 105	154.82				200.00	DBLST W/0011425 PER MR
2001	GRAY KAYETTA ALLEN	4/13/2005	515997 105	154.66					CORRET YR OF MH PER KH
	** YEAR TOTALS **			309.48				200.00	
2002	CULBRETH DANIEL J HEIRS	4/04/2005	583954 105	155.95				200.00	DBLST W/0011425 PER MR
2002	GRAY KAYETTA ALLEN	4/12/2005	619648 105	155.79					CORRECT YR OF MH PER K
2002	MATTHEWS HENRIETTA B	4/18/2005	584021 101					100.00	1 DWG NOT LIVABLE PER
2002	MATTHEWS HENRIETTA B	4/19/2005	921515 101					100.00	1 DWG NOT LIVABLE PER
	** YEAR TOTALS **			311.74				400.00	
2003	ALLRED GEORGE HENRY	4/13/2005	693462 107		138.85				REPOSSESSED/10/21/2002
2003	CULBRETH DANIEL J HEIRS	4/04/2005	741075 105	160.92				230.00	DBLST W/0011425 PER MR
2003	GRAY KAYETTA ALLEN	4/12/2005	754190 105	160.77					CORRECT YR OF MH PER K
2003	MATTHEWS HENRIETTA B	4/18/2005	688168 101					115.00	DWG NOT LIVABLE PER MG
2003	SPRUIELL JOHNNY RODNEY	4/27/2005	810826 104			9.01			PAID 250.00
2003	WHITE RICHARD WALKER	4/28/2005	732577 107	938.54					BILL HSE VALUE @ 253,3
	** YEAR TOTALS **			1260.23	138.85	9.01		345.00	
2004	ALLRED GEORGE HENRY	4/13/2005	823776 107		130.00				REPOED/10/21/02
2004	ARNOLD EVELYN FORD	4/08/2005	824156 101		21.37				REBILL TO ACCT # 12121
2004	BALDWIN JAMES LEE AND	4/04/2005	853961 106		11.34				MH DBLST AS REAL 00764
2004	BAUER PAUL ALBERT JR	4/20/2005	897723 107			20.92			VEH TOTAL LOSS/VERIFIE
2004	BIONDI TAMARA FISCHER	4/14/2005	911916 109			7.44			WRONG VALUE ON VOLVO
2004	CHATHAM ACADEMY INC	4/20/2005	876452 101	876.67					THIS PROPERTY IS EXEMP
2004	CLARK CLYDE DAVID	4/20/2005	916137 202			73.37			WRONG VALUE

DATE 5/11
TIME 8:29
USER TINA
TAX

BOARD REVIEW OF COMPLETED RECEIPTS REPORT
CHATHAM COUNTY

2
CL2182

DEPOSIT DATES 4/01/2005 THROUGH 4/30/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2004	CUFFY CLAUDINA CHRYSAL	4/19/2005	907841	107			19.07			TAGS TURNED IN 3/80/5
2004	CULBRETH DANIEL J HEIRS	4/04/2005	818866	105	162.05				230.00	DBLST W/0011425 PER MR
2004	DUNCAN JOHN BURTON	4/12/2005	889229	109			28.37			WRONG VALUE ON TL
2004	EADDY NINA LYNN	4/28/2005	917321	202			14.05			HIGH MILES 107072
2004	GAINES DANIEL WESLEY SR	4/26/2005	917303	200			22.22			SHOULD BE GOLDSTON
2004	GAINES DANIEL WESLEY SR	4/26/2005	921612	200			22.22			WRONG DIST/CORRECT TO
2004	GAINES DANIEL WESLEY SR	4/26/2005	921613	200			22.22			WRONG DIST/CORRECT 124
2004	GAINES MARY LISA O	4/25/2005	830014	103					345.00	REFUND SWFEE/PER KIM
2004	GRAY KAYETTA ALLEN	4/12/2005	856537	105	161.90					CORRECT YR OF MH PER K
2004	GRIFFIN JOSEPH LON	4/12/2005	824126	202		5.76				DECEASED/ BOAT SOLD
2004	HARRIS ROBERT TURNER	4/26/2005	844767	106					115.00	REL SWFEE 115.00/VACAN
2004	JACOBS JOHN WAYNE	4/25/2005	917074	200			.12			WRONG DIST/CORRECT TO
2004	JACOBS JOHN WAYNE	4/25/2005	917075	200			.73			WRONG DIST/CORRECT TO
2004	JANET RESNIK POTTERY INC	4/20/2005	918895	107				21.59		PAID 2200 IN 2001
2004	KINTE NEGEST MELVINA	4/28/2005	818973	105					115.00	REL SWFEE/115.00
2004	KISER G LUCRETIA	4/19/2005	824887	106		61.42				MH MOVED TO SOUTH CARO
2004	LILES EDWARD NANCE	4/08/2005	909314	101			17.15			CAR HAS A SALVAGE TILE
2004	LOWE MICHAEL HAMPTON	4/28/2005	915504	101			150.04			TAGS TURNED IN 2/9/05
2004	MATTHEWS HENRIETTA B	4/18/2005	818929	101					115.00	DWG NOT LIVABLE PER MG
2004	MCMASTER KAREN ENTREKIN	4/22/2005	917730	107			12.69			HIGH MILEAGE (74,000)
2004	MORRIS JOHN GLENN III	4/12/2005	884248	202			95.30			TAG TURNED IN 11/8/04
2004	MOWRY CHARLES KENNETH SR	4/26/2005	918692	107			26.63			HIGH MILES 97556
2004	MUNOZ TOMAS OCAMPO	4/15/2005	910502	202			52.31			SEE TAG MYJ5311 TURNED
2004	OLDHAM DONALD CARSON	4/27/2005	915519	104			3.29			SHOULD BE 300.00
2004	PETTUS, INC	4/20/2005	830182	107		6.36				AMENDED LISTING PER AC
2004	PETTUS, INC	4/20/2005	830183	107		1.22				AMENDED LISTING PER AC
2004	PETTUS, INC	4/20/2005	830184	107		1.86				AMENDED LISTING PER AC
2004	POIRIER KRISTOPHER R	4/08/2005	893115	101			187.27			IN MILITARY/HOR ON FIL
2004	RENZ PATRICIA ANN	4/29/2005	917865	106			6.64			HIGH MILES 118000
2004	TALLEY JOEL TALMADGE	4/25/2005	915414	103			13.50			HIGH MILES 237,000
2004	TESTERMAN SAMUEL RAY	4/19/2005	915722	109			.26			SHOULD BE SILER CITY
2004	TOPS PETROLEUM	4/21/2005	918693	107			185.71			SHOULD BE ORANGE
2004	TURNER ARTHUR HENRY	4/25/2005	918907	107			35.64			KH SAID TO USE STICKER
2004	WALKER WAYNE BERNARD	4/26/2005	912816	107			20.70			SHOULD BE DURHAM CO
2004	WHITE RICHARD WALKER	4/28/2005	863161	107	938.54					BILL HSE @ 253,391
2004	WILEY JOHN KIM &	4/12/2005	835450	107		1276.25				SITUS IN WAKE CO/VERIF
2004	WILLIAMS ANDREW STEVE	4/27/2005	908958	106			7.57			SHOULD BE RES VALUE
2004	WILLIAMS ANDREW STEVE	4/27/2005	910212	106			28.85			KH PUT 14500
** YEAR TOTALS **					2139.16	1515.58	1095.87		920.00	
2005	HANMIN, INC	4/05/2005	904220	107		59.87				ABATE PER AMENDED AUDI
2005	HANMIN, INC	4/05/2005	904219	107		74.18				CORRECT PER AMENDED AU
2005	HANMIN, INC	4/05/2005	904218	107		62.06				CORRECT PER AMENDED AU
2005	HANMIN, INC	4/05/2005	904217	107		49.45				CORRECT PER AMENDED AU
2005	BEAVERS WILLIAM WHITE SR	4/20/2005	920949	104			4.74			VALUE CHANGE
2005	BRADY THOMAS LEON SR	4/20/2005	921167	113			105.02			TRANSF TO/RANDOLPH CO
2005	CLARK RALPH KENNETH	4/27/2005	919903	101			1.65			WRONG VALUE ON 78 FORD
2005	GAINES DANIEL WESLEY SR	4/26/2005	920726	200			1.33			WRONG DIST/CORRECT 124
2005	GARY ELTON LOWE, DBA	4/29/2005	920651	202			17.50	5.00		NOT INSIDE SILER CITY
2005	HANMIN, INC	4/05/2005	904216	107		37.64				ABATE PER AMENDED AUDI
2005	MOORE BARRY GLENN JR	4/29/2005	920629	107			156.68			DBLSTED/PER FRANCES

DATE 5/11
TIME 8:29
USER TINA
TAX
YEAR

BOARD REVIEW OF COLLECTED RECEIPTS REPORT
CHATHAM COUNTY

3
LOG# CL2182

DEPOSIT DATES 4/01/2005 THROUGH 4/30/2005

DEPOSIT DATE RECEIPT DIST REAL PERSONAL M VEH MV FEE S WASTE REASON

2005	MURRAY KENNETH HAROLD	4/22/2005	921203	113			66.84				SITUS IN RANDOLPH CO
2005	PROGRESS ENERGY CAROLINAS INC	4/21/2005	914549	107			165.64				SHOULD BE EXEMPT PUB U
2005	PROGRESS ENERGY CAROLINAS INC	4/21/2005	914550	107			261.36				SHOULD BE EXEMPT PUB U
2005	RETAIL PROPANE COMPANY LLC	4/21/2005	920873	202			27.45	5.00			VEH IN DAVIDSON CO
2005	TUCKER GARY LYNN	4/19/2005	920109	104			.87				SITUS IN 103

** YEAR TOTALS **

283.20 809.08 10.00

*** FINAL TOTALS ***

4109.57 1937.63 1913.96 10.00 1865.00

*** NORMAL END OF JOB ***



4901 Glenwood Avenue
Raleigh, NC 27612

CAPITAL BANK

Steve Crouse
Phone (919) 645-6311
scrouse@capitalbank-nc.com

May 3, 2005

Ms. Tina Stone
Business Property Appraiser
Chatham County

Dear Ms. Stone,

Attached is the signed finalized report of finding on our property tax audit. I am writing this note to include along with the report to request that the penalties be waived for differences in the listing.

Capital Bank acquired Home Savings Bank in 1999. When we acquired them, we took over the responsibility for filing their property taxes. Having never filed the Chatham County forms before, we did them the same way as they had been done for many, many years by Home Savings. In fact, we used the preprinted forms supplied by your office with the beginning numbers already provided. Each year, in addition to the form itself, we have sent a detail list of our property printed using our depreciation software which included a description of each item, its cost and its acquisition date. We have done our best to comply with the Chatham County rules for Property Tax listing and, I believe, have gone an extra step by providing the level of detail that we have. I might point out that, had it not been for our misunderstanding on the treatment of our vault, which we classified as a part of the building yet you classify as an equipment item, we would have overpaid taxes in every year examined. I assure you that the vault will not be moved if we leave the building. Accordingly, while I have no problem with the assessment amount to adjust our assets to the proper tax lives, I do have a problem with the penalties assessed. Had we been grossly negligent or intentionally misleading with our filing, I would accept the penalty. Neither of those were the case here. Therefore, I'd like to request that the penalties be abated and we be billed only for the difference in tax owed. Should you have any questions, please feel free to call me at (919) 645-6311.

Sincerely,

Steven E. Crouse, CPA
Senior Vice President of Finance and
Chief Accounting Officer



WYATT EARLY HARRIS WHEELER
ATTORNEYS AND COUNSELORS AT LAW

FRANK BURKHEAD WYATT
WILLIAM P. HARRIS
A. DOYLE EARLY, JR.
WILLIAM E. WHEELER
DAVID B. ASHCRAFT
KIM W. GALLIMORE
KIM R. BAUMAN
R. BRUCE LANEY
CHARLES A. ALT
FREDERICK G. SAWYER
JAMES R. HUNDLEY
EDGAR S. LEVY, III
JOHN D. BRYSON
STANLEY F. HAMMER
SCOTT F. WYATT
DAVID N. WOODS
CHRISTOPHER M. KROGER
MARC R. TYREY
MATTHEW C. JOBE
ARLENE M. REARDON
JASON E. MOSS
CORY A. RAYBORN
MARHA C. MASSIE

March 31, 2005

ADDRESS

P.O. DRAWER 2086
HIGH POINT, NC 27261

TELEPHONE
(336) 884-4444

FACSIMILE
336-889-6251

OF COUNSEL
CALVIN B. BRYANT

Chatham County Board of County Commissioners
12 East Street
PO Box 87
Pittsboro, NC 27312

RE: Refund of overpayment of Excise Tax pursuant to NCGS 105-228.37

Gentleman/Ladies:

Enclosed is copy of above referenced statute.

On or about December 10, 2004, a deed was recorded in Book 1146, Page 795 in the Office of the Register of Deeds for Chatham County, North Carolina ("Deed"). A copy of the Deed is enclosed. In connection with the recordation of the Deed, \$28,000 in excise tax was paid.

The purpose of this letter is to request a refund of overpayment of the excise tax.

NCGS 105-228.37 requires an explanation of why the taxpayer believes a refund is due.

In this case, Aconcagua Timber Corp. ("ATC") purchased from Sierrapine the real estate described in the Deed and other non real estate assets in connection with the closing.

The amount of the total purchase price paid between ATC and Sierrapine allocated to the Chatham County real estate assets was \$4,135,000 (please see Lines 101 and 401 of Settlement Statement enclosed). The other assets purchased in connection with the closing were non real estate assets to which ATC and Sierrapine allocated \$10,184,585.62 (please see Lines 111 and 411 of the Settlement Statement).

Based on the \$4,135,000 actual amount of consideration paid by ATC to Sierrapine for the Chatham County real estate asset, the amount of excise

tax which should have been paid in connection with recording of the Deed was \$8,270 instead of \$28,000. On the basis of the foregoing, a request of a \$19,730.00 refund for overpayment of excise tax (\$28,000 - \$8,270) is requested.

This request is filed within 6 months after the date the tax was paid (December 10, 2004).

We understand, pursuant to Section 105-228.37 (e), that a new instrument reflecting the correct amount of tax due will need to be recorded if the Board of County Commissioners decides that a refund is due.

If my appearance before the Chatham County Board of County Commissioners is necessary, please let me know the time, place and date of the hearing. Thank you for considering this request. Let me know if further information or documentation is needed to properly consider it.

Sincerely yours,

WYATT EARLY HARRIS & WHEELER, L.L.P.



Kim W Gallimore, Attorney

KWG/jwr

Enclosure

c: Blaine Lamperski
Phillip Bradshaw

278575

**RENEWAL OF EASYTECH CONTRACT
TELIMAGINE INC**

311 Park Place Boulevard, Suite 100, Clearwater, FL 33759

Addendum to the EasyTech Agreement ("Agreement") commenced on 6/30/2000, by and Between TelImagine, Inc and CHATHAM COUNTY (Customer). All defined terms of the Agreement shall have the same meaning in this Addendum.

Customer agrees to renew the above referenced Agreement, pursuant to paragraph 15 thereof, for an additional **thirty-six (36) month** term. The monthly payment, as calculated pursuant to the agreement, will be **\$2,356.56** plus applicable sales tax.

At the end of this renewal term you have the option to purchase the equipment covered by this Agreement or any schedule to this Agreement as is where is for \$1.00.

The paragraph titled "Taxes and Fees" in the Agreement will be replaced by the following as it relates to this Renewal Contract. Taxes and Fees: You agree to pay when due all sales and use taxes, personal property taxes and all other taxes and charges, license and registration fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of this Agreement as billed by us. You agree to pay us any estimated taxes when we request payment. You agree that if we pay any taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments. You agree to pay us a monthly fee not to exceed one hundred and fifty thousandths of one percent (.150%) of the original Equipment cost or a comparable annual fee if we bill annually to reimburse us for our costs of preparing, reviewing and filing such returns.

The no-penalty upgrade feature does not carry over for the renewal period.

Except as set forth in this addendum, the terms and conditions of the agreement shall remain in full force and effect.

Acknowledged and Accepted by:

Customer: CHATHAM COUNTY

Address: 12 EAST ST
PITTSBORO, NC 27312

Phone: (919) 542-8212

Federal Tax ID #: 56-6000284

By: Vicki McConnell Title: Finance Director

Signature: Vicki McConnell Date: 6/1/05

Acknowledged and Accepted by:

TELIMAGINE INC

311 Park Place Blvd., Ste. 100, Clearwater, FL 33759

By: Tracy McDaniel

Signature: [Signature]

Title: Customer Relations

Date: 6/29/05

Application # 34892-41524814

NON-APPROPRIATION ADDENDUM TO LEASE NO.

41524814

BETWEEN
TELIMAGINE INC.

AS "LESSOR"
AND

CHATHAM COUNTY

AS "LESSEE"

DATE OF LEASE:

If Lessee requests from its legislative body of funding authority funds to be paid to Lessor under this Lease and,

1. Notwithstanding the making of such request in accordance with appropriate procedures, such legislative body or funding authority does not appropriate funds to be paid to Lessor in the next occurring renewal term; and
2. Such non-appropriation did not result from any act or failure to act of Lessee; and
3. Lessee has exhausted all funds legally available for obligations under the Lease; and
4. There is no other legal procedure by which payment can be made to Lessor; then

Lessee may, upon prior written notice to Lessor effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the equipment to Lessor at Lessee's expense and thereupon be released from its obligation to make any further rental payments to Lessor, provided:

- (a) Lessor has received a written opinion from Lessee's counsel verifying items 1 through 4 above; and
- (b) the equipment is returned to lessor in compliance with the terms of the Lease; and
- (c) the notice is accompanied by payment of all amounts then due to Lessor under this Lease; and
- (d) Lessee does not directly or indirectly purchase, lease or in any way acquire any services or equipment which in whole or part are essentially the same services or equipment supplied or provided hereunder, for the balance of the appropriation period following Lessee's exercise of its termination rights provided herein and also for the next following appropriation period.

Lessor's remedies following such termination shall be to retain all sums paid hereunder by Lessee including any advance rental payments and security deposit, take possession of the equipment, and/or sell, dispose of, hold, use or lease the equipment as Lessor in its sole discretion may desire, without any duty to account to Lessee.

Lessee agrees that the terms and conditions of this Lease and this Addendum conform with the terms and conditions of any purchase order, bid or other specifications issued regarding the equipment covered by the Lease or, if they do not conform, that the terms and conditions of this Lease and this Addendum shall prevail over any conflicting terms of a purchase order bid or other specifications. Lessee verifies that the Lease is a valid and binding obligation of the Lessee and that Lessee has consulted with its legal counsel and confirmed that the terms of the Lease are not violative of any applicable state or federal law.

This Addendum is hereby made a part of and incorporated into the Lease referred to above as of this

____ Day ____ of 20 ____.

CHATHAM COUNTY

(Lessee)

By



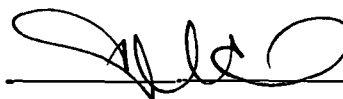
Title

Finance Director

TELIMAGINE INC.

(Lessor)

By



Title

**RESOLUTION OF RECOGNITION
HONORING
THE NORTHWOOD HIGH SCHOOL QUIZ BOWL TEAM**

WHEREAS, the Northwood High School Quiz Bowl Team has excelled in academic competitions sponsored by the Central NC Regional Library since 1984; and

WHEREAS, on January 13, 2005, the Northwood High School Quiz Bowl Team won the local county local competition; and

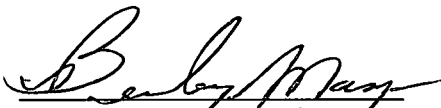
WHEREAS, on March 19, 2005, the Northwood High School Quiz Bowl Team won the district level competition; and


WHEREAS, on April 23, 2005, the Northwood High School Quiz Bowl Team, consisting of Kelly Shackelford, Taylor Adams, Raven Riley, Mike Raymond, Mariana Poole, Siler Bryan, Hannah Yerby, and Zac Hackney, advanced to the State Final championship in Raleigh; and

WHEREAS, although they did not win, the match required two tie-breaker questions for the close competition and the team members represented Chatham County in an outstanding manner;

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Chatham County hereby recognizes and commends the members of the Northwood High School Quiz Bowl Team and their coaches, Nick Winstead and Bhuvana Ramchandran, for their outstanding achievements in academics and for the honor and acclaim they have brought to our community.

Adopted this, the 6th day of June, 2005.


Bunkey Morgan, Chairman


Thomas J. Emerson, Vice Chair


Patrick Barnes, Commissioner


Mike Cross, Commissioner


Carl Outz, Commissioner

**RESOLUTION
OF APPRECIATION TO
RICKY SPOON
FOR HIS SERVICE TO CHATHAM COUNTY**

WHEREAS, since November 2004, Ricky Spoon has willingly donated hours of in-kind services to the Chatham County Parks and Recreation Department; and

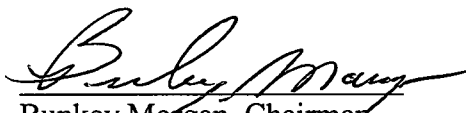
WHEREAS, over the past six months, Ricky has demonstrated his support to the County's Parks and Recreation Department by donating countless hours of manpower; and

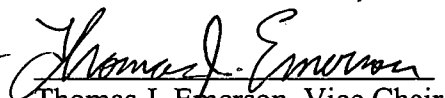
WHEREAS, by using his crew and equipment at the new Southwest Community Park, Ricky helped to grade and spread topsoil on the new ballfield's outfield, leveled areas around the ballfield backstop to control erosion, removed debris, and laid conduit pipe; and

WHEREAS, Ricky Spoon has saved the County at least \$10,000 in the development of the county's first community park;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Chatham County that we hereby honor Ricky Spoon for his outstanding in-kind services to Chatham County.

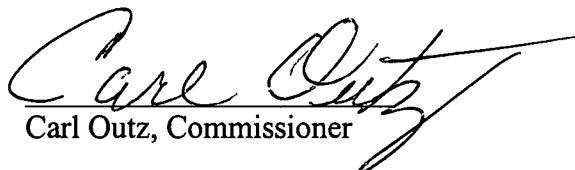
Adopted this, the 6th day of June, 2005.


Bunkey Morgan, Chairman


Thomas J. Emerson, Vice Chair


Patrick Barnes, Commissioner


Mike Cross, Commissioner


Carl Outz, Commissioner

**RESOLUTION
OF APPRECIATION TO
CLOYCE LASSITER
FOR HER SERVICE TO CHATHAM COUNTY**

WHEREAS, on April 19, 1999, Cloyce Lassiter began volunteering with the Chatham County Recreation Advisory Board; and

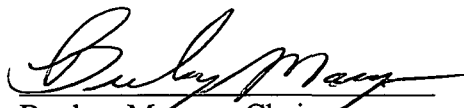
WHEREAS, over the past six years Cloyce Lassiter has demonstrated her commitment to the County's youth and adults, by donating countless hours to the Chatham County Recreation Advisory Board; and

WHEREAS, by volunteering her time, Cloyce Lassiter helped to establish the Recreation Department's first Parks and Recreation Master Plan and Recreation Exaction Fee Policy, attended the implementation meeting for Bells Landing, and gave suggestions for the American Tobacco Trail; and

WHEREAS, Cloyce Lassiter has been instrumental in the development of the County's first community park;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Chatham County that we hereby honor Cloyce Lassiter for her commitment and long service to Chatham County.

Adopted this, the 6th day of June, 2005.


Bunkey Morgan, Chairman


Thomas J. Emerson, Vice Chair


Patrick Barnes, Commissioner


Mike Cross, Commissioner


Carl Outz, Commissioner

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

AN ORDINANCE AMENDING THE CHATHAM COUNTY EDUCATIONAL FACILITIES IMPACT FEE ORDINANCE

WHEREAS, Chatham County has experienced substantial residential growth and development since the adoption of the Chatham County Educational Facilities Impact Fee Ordinance in October, 1999 and the various amendments thereto; and

WHEREAS, new residential development since the adoption of the Educational Facilities Impact Fee Ordinance has increased the burden upon existing public school facilities in Chatham County; and

WHEREAS, additional residential growth and development is anticipated that will further burden the limited resources of Chatham County in order to satisfy the increased demands for educational facilities; and

WHEREAS, the 2005 Impact Fee Update study prepared by Chatham County estimates the need for future public school facilities through the year 2010, estimates the construction cost thereof per additional student, and considers anticipated credits for future property and sales tax receipts; and

WHEREAS, residential growth in Chatham County since the Tischler Report and reasonably anticipated through 2010 is substantial throughout the County; and

WHEREAS, an educational facility impact fee is a significant expenditure and the Board of Commissioners desires to minimize the economic impact of such fees as much as possible while at the same time requiring new residential growth to more fairly share in the cost of providing reasonably anticipated new educational facilities; and

WHEREAS, the Board of Commissioners desires to accomplish said purpose by limiting the maximum impact fee for new residential growth; and

WHEREAS, the County has reviewed its 2005 review and the original Tischler study and methodologies utilized therein and is of the opinion that the formula fairly apportioning the cost of new facilities among those generating the need for such improvements should be modified as hereinafter set forth; and

WHEREAS, the County adopted amendments to this ordinance on April 4, 2005 modifying the school impact fees payable for manufactured homes and single-family dwelling units and April 18, 2005 modifying the school impact fees payable for multi-family dwelling units, but inadvertently omitted any modification of the school impact fee payable for accessory dwelling units; and

WHEREAS, the County is of the opinion that the formula fairly apportioning the cost of new facilities among those accessory dwelling units generating the need for such improvements should be modified as hereinafter set forth; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Chatham County as follows:

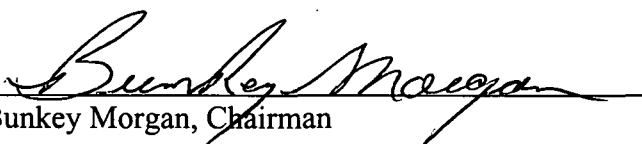
1. That the portion of Section III of the Chatham County Educational Facilities Impact Fee Ordinance entitled "School Impact Fees Imposed on New Residential Dwelling Units" and the Schedule of Public School Impact Fees Subpart C thereof be deleted and the following inserted in lieu thereof:

"C. For each accessory dwelling unit the amount of the public school impact fee shall be \$950.00 in addition to the fee paid for the principal residential dwelling unit."

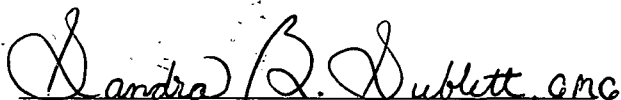
2. This ordinance shall be effective on July 1, 2005 and new residential dwelling units applying for building permits on and after said date shall pay the impact fee set forth herein.

Adopted this 6th day of June 2005.

COUNTY OF CHATHAM


Bunkey Morgan, Chairman

ATTEST:


Sandra B. Sublett, CMC, Clerk to the Board

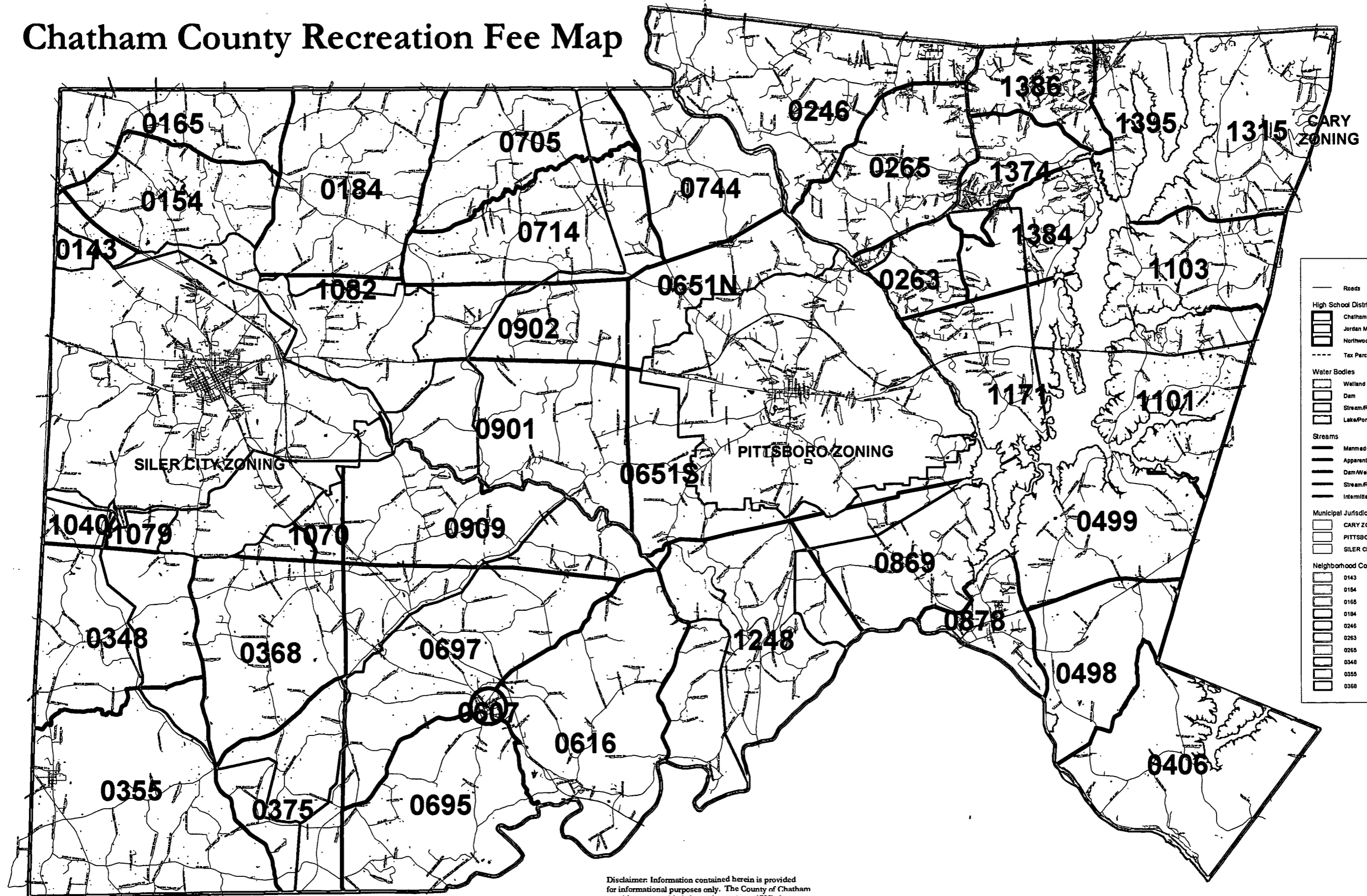
Attachment 1: Comparison of Primary Building Site Values

2005 NEIGHBORHOOD CODE	2005 PRIMARY BUILDING SITE VALUE	2005 PRIMARY BUILDING SITE VALUE AT 1/35	2001 PRIMARY BUILDING SITE VALUE	2001 PRIMARY BUILDING SITE VALUE AT 1/35	PRIMARY BUILDING SITE VALUE % INCREASE
0143	\$18,000.00	\$514.29	\$13,500.00	\$385.71	33.3%
0154	\$18,000.00	\$514.29	\$15,000.00	\$428.57	20.0%
0165	\$20,000.00	\$571.43	\$15,000.00	\$428.57	33.3%
0184	\$22,500.00	\$642.86	\$15,000.00	\$428.57	50.0%
0246	\$40,000.00	\$1,142.86	\$28,000.00	\$800.00	42.9%
0263	\$40,000.00	\$1,142.86	\$28,000.00	\$800.00	42.9%
0265	\$40,000.00	\$1,142.86	\$30,000.00	\$857.14	33.3%
0348	\$15,000.00	\$428.57	\$10,000.00	\$285.71	50.0%
0355	\$15,000.00	\$428.57	\$10,000.00	\$285.71	50.0%
0368	\$15,000.00	\$428.57	\$12,000.00	\$342.86	25.0%
0375	\$15,000.00	\$428.57	\$10,000.00	\$285.71	50.0%
0406	\$16,500.00	\$471.43	\$12,000.00	\$342.86	37.5%
0498	\$20,000.00	\$571.43	\$16,000.00	\$457.14	25.0%
0499	\$30,000.00	\$857.14	\$20,000.00	\$571.43	50.0%
0607	\$16,500.00	\$471.43	\$12,500.00	\$357.14	32.0%
0616	\$18,000.00	\$514.29	\$12,000.00	\$342.86	50.0%
0695	\$16,500.00	\$471.43	\$10,000.00	\$285.71	65.0%
0697	\$18,000.00	\$514.29	\$13,000.00	\$371.43	38.5%
0705	\$25,000.00	\$714.29	\$16,000.00	\$457.14	56.3%
0714	\$25,000.00	\$714.29	\$16,000.00	\$457.14	56.3%
0744	\$25,000.00	\$714.29	\$16,000.00	\$457.14	56.3%
0869	\$22,000.00	\$628.57	\$16,000.00	\$457.14	37.5%
0878	\$22,000.00	\$628.57	\$16,000.00	\$457.14	37.5%
0901	\$22,500.00	\$642.86	\$15,000.00	\$428.57	50.0%
0902	\$25,000.00	\$714.29	\$15,000.00	\$428.57	66.7%
0909	\$20,000.00	\$571.43	\$13,500.00	\$385.71	48.1%
1040	\$18,000.00	\$514.29	\$12,000.00	\$342.86	50.0%
1070	\$20,000.00	\$571.43	\$15,000.00	\$428.57	33.3%
1079	\$18,000.00	\$514.29	\$13,500.00	\$385.71	33.3%
1082	\$22,500.00	\$642.86	\$15,000.00	\$428.57	50.0%
1101	\$45,000.00	\$1,285.71	\$28,000.00	\$800.00	60.7%
1103	\$45,000.00	\$1,285.71	\$30,000.00	\$857.14	50.0%
1171	\$40,000.00	\$1,142.86	\$28,000.00	\$800.00	42.9%
1248	\$20,000.00	\$571.43	\$16,000.00	\$457.14	25.0%
1315	\$60,000.00	\$1,714.29	\$30,000.00	\$857.14	100.0%
1374	\$42,500.00	\$1,214.29	\$30,000.00	\$857.14	41.7%
1384	\$45,000.00	\$1,285.71	\$28,000.00	\$800.00	60.7%
1386	\$42,500.00	\$1,214.29	\$30,000.00	\$857.14	41.7%
1395	\$45,000.00	\$1,285.71	\$30,000.00	\$857.14	50.0%
0651N	\$27,500.00	\$785.71	\$18,500.00	\$528.57	48.6%
0651S	\$25,000.00	\$714.29	\$18,500.00	\$528.57	35.1%

Notes: 1. The primary building site rates are based on the 2001 and 2005 property revaluations conducted by the Chatham County Tax Department.

2. Neighborhood Codes 1042 and 1051 have not been included in this list because they are located in Siler City's zoning jurisdiction. Neighborhood Code 651 has been split into 651N and 651S.

Chatham County Recreation Fee Map



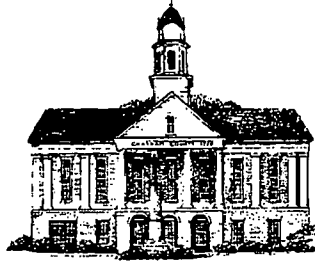
Legend		
—	Roads	0375
▭	High School Districts	0406
▭	Chatham Central	0498
▭	Jordan Matthews	0499
▭	Northwood	0507
---	Tax Parcels	0616
▭	Water Bodies	0651
▭	Wetland	0695
▭	Dam	0697
▭	Stream/River	0705
▭	Lake/Pond	0714
▭	Streams	0744
▭	Manmade Shoreline	0869
▭	Apparent Limit	0878
▭	Dam/Weir	0901
▭	Stream/River	0902
▭	Intermittent Stream	0909
▭	Municipal Jurisdiction	1040
▭	CARY ZONING	1070
▭	PITTSBORO ZONING	1079
▭	SILER CITY ZONING	1101
▭	Neighborhood Code	1103
▭	0143	1171
▭	0154	1248
▭	0165	1315
▭	0184	1374
▭	0246	1384
▭	0263	1386
▭	0265	1395
▭	0348	ETJ
▭	0355	
▭	0368	

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.

0 4 Miles

Prepared by the Chatham County Planning Department, April 2005

COUNTY OF CHATHAM



COMMISSIONERS

BUNKEY MORGAN
Chairman

THOMAS J. EMERSON
Vice Chair

PATRICK BARNES
MIKE CROSS
CARL OUTZ

P. O. BOX 87
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

CHARLIE HORNE
County Manager

ROBERT L. GUNN
County Attorney

Phone (919) 542-8200
Fax (919) 542-8272

June 6, 2005

Mr. Lloyd Kent, President
American Moulding & Millwork Company
813E.Main Street
Sanford, N.C. 27332

Dear Lloyd,

Chatham County is excited about your company locating in Goldston. We realize that there were many obstacles to overcome to make this a reality, including the wastewater treatment issues.

As it now stands you have a pump & haul permit to serve you on a temporary basis and Chatham County will assist in constructing a holding tank system that will allow you to employ as many as 100 employees. Our financial commitment is up to and not to exceed 25,000 dollars to construct this holding tank (septic) system. All of our estimates indicate that this should be sufficient funds for this project.

We look forward to working with you in the future and hope to have the permanent sewer line to you as soon as possible.

Thank you for choosing Chatham County as your new manufacturing home.

Sincerely

Bunkey Morgan, Chairman
Chatham County Commissioners

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
WORK SESSION
JUNE 06, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 10:15 AM on June 06, 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 10:17 AM.

Work Session

1. Economic Development
2. Budget

PUBLIC INPUT

E. T. Hanner, former Chatham County Commissioner, stated that he appreciated the opportunity of speaking before the Board. He asked that \$125,000 be added to the minority business development fund. He also asked that an additional \$150,000 be allocated to the human relations commission.

Commissioner Pollard, former Chatham County Commissioner, stated that they had been meeting with a number of significant leaders in the African-American community. She stated that the two things that they have asked be requested from the Board are: 1) An additional \$125,000 to be added to the minority business development fund; 2) An additional \$150,000 to be allocated to the Human Relations commission for the purpose of hiring staff and setting up an office to develop a minority recruitment plan to assist in the implementation of a system that would assure the hiring of qualified minorities to serve in leadership position in Chatham County government and in the private sector. She stated that they volunteer themselves to serve in an advisory capacity regarding the recruitment and hiring of the Human Relations staff.

ECONOMIC DEVELOPMENT

Hal Milholen, Chairman of the Economic Development Corporation, stated that there is a lot of misinformation going around about the Economic Development's request for a 43% increase; that they are requesting quite a bit of money to promote the expansion of the County's industrial park; that the county now has an easement; that they had been promised an easement by one of the adjacent property owners; that through many e-mails and phone calls with this person, they were assured that an easement would be forthcoming; that they were unsure as to what it was going to cost; that after further negotiations with an additional property owner, the owner agreed to give the County the land which will be used for the easement for the industrial park at a zero cost to the County; that they had been prepared to offer \$180,000+ to acquire the access; that if that amount is taken and the money that was to be used for legal fees, it almost covers the requested EDC budget in years past; that he finds it appalling that the County is sitting on a \$1.4 million piece of property that cannot be developed; that it is time that EDC is put into "high gear" to do so; that they were given this chore approximately 2 ½ years prior by the Board of Commissioners; that EDC stands ready, as they have proven thus far in obtaining the easement, to get the County park developed so that investors can be obtained; that he thinks that there are a lot of people standing ready to do it once the road is open; that there are also some State funds coming in through grants that

will assist with it; that they requested \$38,893 in County funding for continuation expenses; that previously deficits were funded from EDC reserves; that EDC had, at one time, approximately \$40,000+ that had been created through fund raisers, donations, etc.; that those funds are no longer available; that since the economy has gone sour for a lot of people, the donations are not coming in at the rate in which they were; that they need to focus their attention on getting more donations to try to assist with some of the increases for which they are asking; that for a county the size of Chatham, which is growing by leaps and bounds, to expect that \$170,000 is going to develop the County from year to year is unreasonable; that over \$125,000 is related to personnel issues, payroll, health and dental insurance; that with a separate private organization, these have to be taken care of in their budget; that there are a few items which the County spends money on such as the Industrial Appreciation Day; that the main increase which they are asking for is directly related to developing the Industrial Park; that he recommends strong consideration of this issue; that there are three entities waiting to move into the park and start construction; and that they will not be tax-paying entities but will create jobs and the County tax base, etc. He asked for questions from the Board.

Chairman Morgan stated that several years ago, the Board decided that they should never use reserve funds for on-going expenses; that the EDC has been able to subsidize for approximately three to four years; and that it was permitted to be done in years past; that the EDC has now run out of funds. He cautioned the EDC Board not to use those funds for expenses. He stated that the EDC Board would now have to come back to reality; that the Board of Commissioners had made a commitment to make the Business Industrial Park work; that they hope to continue; and that they need the EDC to make it happen. He stated that there were questions as to some of the expenses sent to the Board by Tony Tucker, EDC Director.

Commissioner Emerson stated that he thought the County owed a tremendous debt of gratitude to Mr. Ed. Stone and his family. He asked that a letter of appreciation be sent to Mr. Ed Stone for providing the Business Industrial Park easement.

By consensus, the Board agreed.

Mr. Milholen stated that the County needs a grant writer. He stated that someone was desperately needed to help search for, apply for, and assist in writing grants for the County.

The Chairman stated that this issue had been addressed; that the County Manager had been working on it for some time; and that there was a lot of money out there, but it just had to be found.

Mr. Milholen stated that their budget was unanimously approved by the EDC Board.

Chairman Morgan stated that he had worked on the easement to the Business Industrial Park for almost two years; that negotiations with one of the property owners had been on-going for almost four years; that the County Attorney had worked hard on it; that he would talk with one owner and Ms. Andrews talked with another owner; that when he got into it, there were certain times that they had to have daily communications and revise easements no less than four-five times; that the entire 90' easement was gotten from Mr. Stone; that discussions had been held to condemn the property; that when this is done, fair market value has to be paid; that that was what the property was on the market for at that time; that he asked Ms. Andrews, on a number of occasions, to respond immediately to help with the easement; that the EDC has asked her to do work, not as a volunteer, but professionally; that Ms. Andrews did not ask for any compensation for taking on the extra duty as a professional; and that he made a request that the Board compensate Ms. Andrews' law firm in the amount of \$10,000 due to the number of hours she has put in as a professional; that the County Attorney has said that there is no conflict of interest.

Mr. Milholen stated that this was just one example of the many things Ms. Andrews has done for the Board; that she has spent countless hours on dozens of issues with companies who came and looked at the County, did not like what they saw, and left the County; that it still takes a certain amount of effort by the director, the board, and Ms. Andrews in her legal capacity to ensure that what they are told is correct; and that this is one small example of what she has done for the Economic Development Commission.

Sam Adams, ECD member, stated that the Board of Commissioners originally charged the EDC with their vision of what they wanted the park to be; that Ms. Andrews has taken all of their computations and put them into an acceptable form; that she has also done a lot of incorporation work in preparation of the Committee of 100; and that he has to agree that the compensation amount discussed probably does not do her justice.

Chairman Morgan moved, seconded by Commissioner Emerson, to authorize payment to Jennifer Andrews, Attorney, in the amount of \$10,000.00 for work done on the Business Industrial Park easement from Mr. Ed Stone. The motion carried three (3) to two (2) with Commissioners Cross and Barnes opposing.

Mr. Bob Eby stated that he was appalled at what he had just heard; that he had been on a lot of boards; that a lot of boards have attorneys; that Ms. Andrews did work at the request of the EDC; that there should have been an invoice; and that he does not feel that this was the proper way to proceed with the County's money.

Commissioner Barnes stated that he had always been a proponent of the Business Industrial Park; that he felt that it should have been done a long time ago; that he feels that the County is years behind; that several industrial parks are needed; that one reason that it has been a "hard sale" in the past is that the infrastructure was not in place that is needed for industrial parks; that the County's surrounding neighbors have water and sewer; that they have worked at this very aggressively; that he has received more telephone calls on this issue than any other one since he has been in office; that the main criticism that he has heard of the Economic Development Commission is that it's County funded but privately operated; that it should be open to the citizens; that their records should be open to the public; that the news media should be allowed to come to the meetings; that until this is settled, there will be opposition to the EDC; that it does not have full public support; that he thinks this is a crime; that the County needs a strong Economic Development Corporation; that public support is needed; that Commissioner support is needed; that until this matter is resolved, the County is defeating its own purpose; that there is anti-public support, it will drift over to the Commissioners; that he is uncertain as to how to resolve it, but that it will have to be resolved if it is to become as strong as needed. He stated that if it is not resolved, there will be people in the public sector that will make it come to these decisions through law suits and court; that he doesn't feel that this is necessary; that he would hate to see it come to that; that it will diminish the power and strength of the EDC; that this is something that must be faced as reality as it will take place; and that he feels that the sooner this is resolved, the better off the EDC and the County will be.

Mr. Milholen stated that Mr. Barnes' comments were correct; that this was not the premise under which the EDC was set up; that he feels that there are some non-disclosures that are not public record; and that it is very important that the information not be disclosed until the company says that it is ok to do so.

Commissioner Barnes stated that he didn't feel that these types of things had to be made public and that he didn't feel that the public expects that they had to be disclosed. He stated that he felt that if the board was going to rid themselves of the on-going conflict, that some of the philosophy was going to have to change.

Chairman Morgan stated that there had been a question about not having a "plan".

Tony Tucker, Director, stated that there was a "plan"; that a regional plan was also in place; that it is top-notch; that there may be reasons that it is not liked; that everything in it concerns the County; that it is more than the County could afford to put together on its own; that if he had to write a plan for the County, it would parallel the regional plan; that to save money, his board decided to go with the regional plan; that he has internal documents of his own with which he works; and that he was writing a plan for the commission when he started working on the regional plan.

The Chairman asked about an increased number of employees in the County through the EDC.

Mr. Tucker stated that 3M exceeds one hundred employees; that there are a lot of good stories to tell; that he doesn't want to take up the Commissioners' time with all of this

that off sets the negativity in the County; that 3M also helped to get a water line from Lee County; that this resulted in the Pittsboro Waste Water Treatment Facility which has the highest rated discharge capability of any sewer plant in the State; that this is all because 3M came to the County; that a reuse line is going to be run to 3M; that they will take some of the water that is discharged out of the plant and use it on a production process which will relieve the load on the local plant; that Biolex first came to the Old Chatham Mill with five employees; that they have now moved into a 40,000 sq. ft. building and expect to employ one hundred employees by the end of the year; that they are paid top-notch wages at approximately \$60,000 per employee; that McGill Environmental, in Merry Oaks, has sixty-seventy employees; that Marble Expressions in Siler City employs five people; that the great story is what is happening in Goldston with American Moulding & Manufacturing; that they were able to take an unoccupied building, go to the Town of Sanford, and partner with them to use their capacity to run a line to the building which will allow the hiring of up to 175 employees; that eventually the Town of Goldston will be able to tap on to the sewer line; that it will open new horizons for their town; that these things are going on constantly; that their budget is very small for what they are getting out of it; and that he feels that they have done a lot with very little. He stated that it takes approximately \$206,000 just to keep the doors open; that the remainder of the request is to market the County's land; and that if the land is to be developed, it has to be marketed.

Mr. Tucker stated that it was his pleasure to come before the Board and answer questions; that a lot has been written and a lot of comments made; that not a single person has expressed a concern to him about anything; and that he invites anyone to come, sit, and talk about the issues.

Commissioner Emerson commended Mr. Tucker for his efforts.

Paul McKoy stated that he felt it would be beneficial for the County Manager to attend the EDC Board meetings; that he thought it would alleviate a lot of problems between the Board of Commissioners and the Economic Development Board; and that the board needs funds to operate.

The Chairman stated that staff had been challenged to keep the budget down, that the Economic Development budget had been funded as requested, and that he thinks the Economic Development Board will see some things working.

CLOSED SESSION

Chairman Morgan asked to hold a Closed Session for the purpose of discussing personnel at the end of the meeting.

By consensus, the Board agreed.

BREAK

The Chairman called for a ten-minute break.

MACGREGOR DEVELOPMENT

The County Attorney explained that the judge affirmed the action of the Board of Commissioners in issuing the conditional use permit for MacGregor Development.

SPROTT CHRISTIAN YOUTH CENTER

Commissioner Cross stated that the facility currently known as the Sprott Christian Youth Center was erected in 1936 as a gymnasium on the old Moncure School property; that many of Moncure's citizens attended school there, participated in a variety of activities in the gymnasium, and value this property because of their fond memories and the historical value of the facility to the community. He stated that the property, along with a duplex to be used to provide income to sustain it, was deeded to the Trustees of Moncure United Methodist Church on November 12, 1975 by D. J. Sprott and wife; that the agreement stated that 1) The facility be known as "Sprott Christian Youth Center" and be a memorial to the memory of Lillian Sprott; 2) The property shall be used for purposes reasonably calculated to promote

the spiritual development and understanding of the youth, and other persons of the community, including but not limited to instruction in Christian Education, athletics, and fellowship activities on both a denominational and non-denominational bases; that on October 20, 1999, the property was deeded to Sprott Christian Youth Center, Inc. subject to the conditions of the agreement; that on February 23, 2005, the property was deeded back to Moncure United Methodist Church subject to the same agreement; that over the years, hundreds of youth have participated in activities at the facility including scouting, basketball, volleyball, ping pong, foosball, and educational programs and have gone together to summer camps; that community events have been held and even catered out of the on-site kitchen; that the facility has housed a community clothes closet, a satellite sheriff's office, a library, and Boy Scout and Girl Scout meeting rooms; that it also has space for other community rooms and activities; that over the past several years, the facility has not been well-maintained; that the apartments were not taken care of and the income has not been realized that should have been; that for this reason, the apartments and the youth center are in need of updating and repair to be brought up to today's standards; that since receiving the deed to the facility, the Moncure United Methodist Church has had many discussions as to the best use of the facility and has decided that the community not only needs the center for youth and adult activities, but in order for it to be successful, the community must be involved in the use and programming; that the Moncure/Haywood Ministerial Alliance and the Southeast Chatham Citizens Advisory Council have voiced strong support and enthusiasm; that they have also been working on the apartments recently to begin getting them ready to lease and have met with contractors to get an idea of the funding needed for repairs to the facility and apartments; that they have been told that they will need between \$250,000-300,000 which includes money for HVAC systems and adequate rest rooms as well as updating plumbing and electrical and paint, carpet, etc.; that additional funds could be used to pave the drive and parking areas; that in the near future, they must accomplish the following goals: 1) Set up a board of directors which will include members from across the community from such organizations as the Lions Club, PTA, SECCAC, community churches, and perhaps someone from the Chatham County Parks and Recreation Department, if interested; 2) Secure funding for repairs and renovations; 3) Work within the community to begin to develop programming for the center.

He stated that he had been asked to approach the Board of Commissioners to support the Moncure Community by providing the funding needed to revitalize this much needed community center.

Commissioner Emerson raised the issue of "Christian" being in the name of the center and the objections it might raise with using government funds for a Christian, non-profit entity. He asked that the County Attorney check into this matter.

The County Attorney allowed that a statement in the history stated that the center was deeded back to the church in 2005; and that this issue should be further investigated.

BUDGET

The County Manager led budget discussions on the proposed Fiscal Year 2005-2006 budget.

Meal and Mileage Reimbursement Rates:

By consensus, the Board agreed to the proposed changes in meal and mileage reimbursement rates.

Tax Rate:

By consensus, the Board agreed to the alternative tax rate of 59.7 cents proposed by the County Manager.

Fire and Sanitary District Rates:

By consensus commissioners agreed to the Manager's recommendation for fire and sanitary district rates.

Chatham County Schools:

By consensus, the Board agreed to the Manager's recommended budget for Chatham County Schools, with the addition of a \$69,000 transfer from impact fees to fund the proposed mobile unit and furnishings.

LUNCH BREAK

The Chairman called for a short lunch break.

Sheriff's Office:

Commissioner Emerson moved, seconded by Commissioner Cross, to approve six new road deputy positions in the current year. The motion carried four (4) to one (1) with Commissioner Outz opposing.

Telecommunication/Buildings and Grounds/Sedimentation and Erosion Control/All Other Expansion Requests (except for Sheriff's Office vehicles):

By consensus, the Board agreed to the Manager's proposal for two telecommunication positions, a buildings and grounds position, the sedimentation and erosion control program, and all other expansion requests proposed in the recommended budget, except for the Sheriff's Office vehicles.

Sedimentation and Erosion Control and Well Camera Fee:

By consensus, the Board agreed to the Manager's proposal for sedimentation and erosion control fees and the well camera fee for environmental health.

False Burglar Alarms:

By consensus, the Board agreed to follow the Manager's and Sheriff's recommendation not to impose a fee for false burglar alarms at this time, but to reevaluate this matter at a later date after the Sheriff's Office has had time to collect data and educate burglar alarm owners about the impact of false alarms.

Special Allocations in Reserve for Requests:

By consensus, the Board agreed to hold the \$100,000 for special allocations in reserve for requests that might come up during the fiscal year.

Non-Profits Funding:

By consensus, the Board agreed to the Manager's recommendation for funding non-profits, including diverting \$5,000 for the recommendation for Orange-Person-Chatham Mental Health to Orange-Chatham Alternative Sentencing for a Pre-Trial Release Program.

Commissioners discussed the \$25,000 allocation to Habitat for Humanity and requested that this funding be taken from the Briar Chapel Affordable Housing Funds, if permissible.

Grant Funded Positions:

By consensus, the Board agreed to the Manager's recommendation for grant-funded positions, but stipulated that the Sheriff could reallocate a position for the Safe Start worker, but could not use a road deputy position for that purpose.

Central Carolina Community College:

By consensus, the Board agreed to defer Central Carolina Community College's request for \$10,000 to cover the salary of the Arts Incubator Director.

Department of Social Services:

By consensus, the Board agreed to follow the Manager's recommendation for the Department of Social Services.

County Engineer:

By consensus, the Board agreed to revisit the issue of hiring a County engineer during their Fiscal Year 2007 budget retreat.

Board of Commissioners' Salary:

Chairman Morgan moved, seconded by Commissioner Emerson, to not fund the increase in the Board of Commissioners' salary. The motion carried five (5) to zero (0).

Economic Development Corporation:

By consensus, the Board agreed to fund the Economic Development Corporation budget as requested, contingent upon the Economic Development Corporation following the North Carolina Open Meetings and Public Records laws.

Sheriff's Vehicles:

By consensus, the Board agreed to purchase fourteen sheriff's vehicles. Commissioner Outz stated that he would only support the purchase of seven vehicles.

Commissioner Emerson asked that the cost of vehicles with "slip rear-ends" be researched.

BREAK

Chairman Morgan called for a five-minute break.

CLOSED SESSION

Commissioner Cross moved, seconded by Commissioner Barnes, to go out of Regular Session and convene in Closed Session for the purpose of discussing personnel. The motion carried five (5) to zero (0).

REGULAR SESSION

Commissioner Emerson moved, seconded by Commissioner Cross to adjourn from Closed Session and reconvene in Regular Session. The motion carried five (5) to zero (0).

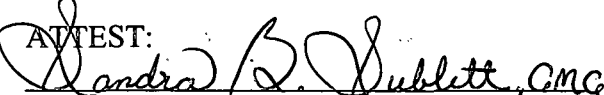
Register of Deeds, Sheriff, and County Manager Salaries:

Commissioner Emerson moved, seconded by Commissioner Cross, to approve a 3.5% salary increase for the Register of Deeds, Sheriff, and County Manager, effective July 1, 2005. The motion carried four (4) to one (1) with Commissioner Outz opposing.

ADJOURNMENT

Commissioner Emerson moved, seconded by Commissioner Outz, to adjourn the meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 2:38 PM.


Bunkey Morgan, Chairman

ATTEST:

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

**MINUTES
CHATHAM COUNTY
BOARD OF COMMISSIONERS
WORK SESSION
JUNE 20, 2005**

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 June 20, 2005.

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

Absent: Attorney Robert L. Gunn

The Chairman called the work session to order at 2:00 PM.

Work Session Agenda

1. Budget
2. Water

BUDGET

Renee Dickson, Assistant County Manager, presented information on the revenue neutral rate. She shared that the biggest unknown factor in determining the revenue neutral rate are the losses in property values resulting from appeals. She stated that the appeals process is almost over and staff estimates are within 0.0145 percent of actual losses.

Sedimentation and Erosion Control Fees:

The Board discussed removing the cap on sedimentation and erosion control fees.

By consensus, the Board agreed to remove the cap on sedimentation and erosion control fees.

RESOLUTION REGARDING INCREASING THE STATE CIGARETTE TAX TO SUPPORT COUNTY MEDICAID RELIEF

After considerable discussion regarding the adoption of a resolution to enact a significant cigarette tax increase with a substantial portion of that tax to be used to begin a phase-out of required County contributions to fund Medicaid costs, the Board decided not to pursue the issue.

WATER UPDATE

Tim Carpenter explained that the Pea Ridge Road bid opening was to be held on June 21, 2005, north Chatham on Thursday, June 23, 2005. He also stated that they are now awaiting final determination from the Department of Transportation regarding attaching the water main to the existing bridge to carry water over Rocky River and along US Highway #64 for the Silk Hope School water line.

Mr. Carpenter briefed the Board on the capacity to serve Chatham County's current and potential known customers stating that daily customer usage including residential, commercial, and industrial/production total 4,858 customers and that this would be equivalent to 310 gallons per day per customer based upon actual volume purchased. A detailed report can be obtained from Hobbs, Upchurch & Associates, P. A. A copy of the water usage projections and estimates is attached hereto and by reference made a part hereof.

Fred Hobbs explained the hydrology and vegetative buffers in the Chatham County Business Park.

A discussion ensued with regard to placement of the businesses that are already committed to locating in the park. The Board asked that the Economic Development Commission be included in working out workable boundaries within the park.

BREAK

The Chairman called for a five-minute break.

Fire Districts' Tax Rates:

The Board discussed fire tax rates and agreed that the Board should discuss fire departments' budgets early in the process so that any feedback can be shared with departments upfront.

Superior Courthouse Roof:

The Board asked the Manager to check on painting the roof on the old Superior Courthouse.

Chatham County Minority Executive Committee:

This item is to be discussed in a work session in the near future.

Economic Development Corporation:

Commissioner Outz asked if the Board could consider appointing a minority member to the Economic Development Corporation.

Staff was asked to check with the Economic Development Corporation regarding Board appointments and by-laws.

Commissioner Outz asked if the Economic Development Corporation could be invited to the August 15, 2005 Board of Commissioners' meeting when Jackie McLamb is scheduled to speak to Commissioners about possible Rural Development grants through the US Department of Agriculture.

JOCCA:

The Board discussed the County Manager's recommendation for JOCCA. The Manager explained that JOCCA's financial condition has been monitored for years; that the County has taken numerous steps to work with JOCCA; and that not funding the agency was the last step in this process.

CLEAN WATER REVOLVING LOAN AND GRANT ACT RESOLUTION

Commissioner Emerson moved, seconded by Commissioner Cross, to adopt Resolution #2005-35 for State Revolving Loan, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

BOARDS AND COMMITTEES

Central Carolina Advisory Committee Appointment: Consideration of a request to appoint a Commissioner to the Central Carolina Advisory Committee

Chairman Morgan moved, seconded by Commissioner Emerson, to appoint Commissioner Patrick Barnes to the Central Carolina Advisory Committee to replace former Commissioner Margaret Pollard. The motion carried five (5) to zero (0).

JOCCA Appointment: Consideration of a request to appoint a member to the JOCCA Board

Commissioner Barnes moved, seconded by Commissioner Emerson, to appoint Sharon Wellman, 1998 Goldston-Glendon Road, Goldston, NC, to the JOCCA Board. The motion carried five (5) to zero (0).

Jury Commission Appointment: Consideration of a request to appoint a member to the Jury Commission

Commissioner Cross moved, seconded by Commissioner Outz, to reappoint Claristine Bryant, 1669 Gade Bryant Road, Moncure, NC, to the Jury Commission. The motion carried five (5) to zero (0).

RESOLUTION HONORING THE SERVICE OF DR. LARRY MABE

Commissioner Emerson moved, seconded by Commissioner Cross, to adopt **Resolution #2005-36 Honoring the Service of Chatham County Schools Superintendent Dr. Larry G. Mabe**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

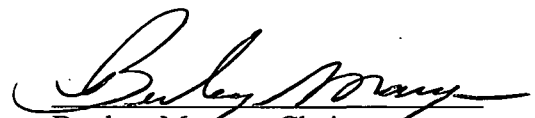
FINANCE OFFICE

Project Ordinances and Year End Budget Amendments: Consideration of a request to approve budget amendments

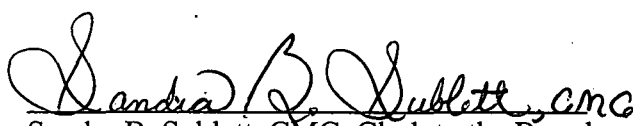
Commissioner Emerson moved, seconded by Commissioner Cross, to approve the Project Ordinances and Year End Budget Amendments, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

RECESS

Commissioner Cross moved, seconded by Commissioner Barnes, that the meeting be recessed to the regularly scheduled Board of Commissioners' meeting in the District Courtroom. The motion carried five (5) to zero (0), and the meeting was recessed at 5:05 PM.


Bunkey Morgan, Chairman

ATTEST:


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

Chatham County Water Systems Water Usage Projections and Estimates

CHATHAM COUNTY WATER SYSTEMS TOTALS (gallons)				
	Volume Sold		Volume Pur/Prod	
Total Gallons	346,303,600	annually	496,376,587	30.23%
Ave. Daily	1,049,405	daily	1,504,171	30.23%
Peak Factor (2)	692,607,200	annually	992,753,174	30.23%
Daily w/ Peak	2,098,810	daily	3,008,343	

Daily Customer Usage including Residential, Commercial and Industrial/Production	
4,858 Total Customers	310 gpd/cust. Based upon Volume Purchased (actual)

10 Year Buildout Projection of Flows for new connections (subdivisions and water districts)

Connections	Daily Demand (gal)*	MGD	Buildout Projections
Briars Chapel(lots)			
2,400	743,107	0.743	300 homes per year
Homestead(lots)			
500	154,814	0.155	60 homes per year
Other Subdivisions(lots) and normal water system growth			
800	247,702	0.248	60 homes per year
Water Districts(new taps)			
900	278,665	0.279	4 years
TOTALS for New Connections			
Connections	Daily Demand (gal)	MGD	Res. Peak Factor
4,600	1,424,288	1.424	1.91

TOTAL Anticipated Peak Volumes (existing and proposed)

4,432,630 MGD

* Peak Flows: Flow per new lot used in this exercise is 310 gallons per day. The average daily residential usage in the entire system is approximately 162 gallons per day. This is a peak factor of approximately 1.91 applied to the new taps.

** New Connections - Buildout projections were obtained from previous information provided by the developers and engineers.

*** Since January of 2005 Chatham County Water Systems have made 26 taps (not including those made by developers). Based upon the number of taps it is assumed that the County would average approximately 60 water taps per year as reflected above.

REVISIONS			
NO.	DESCRIPTION	DATE	BY
REVISED NO. OF SHEETS	2 OF 2	5/7/02	JCH
		1/25/02	LOM



Hobbs, Lippert & Associates, P.A.
 Consulting Engineers, Surveyors & Land Planners
 Southern Region, North Carolina 28337
 300 S.W. Second Street, Suite 1000, Raleigh, North Carolina 27601
 Phone: (919) 286-2811 • Fax: (919) 286-7241

HJ

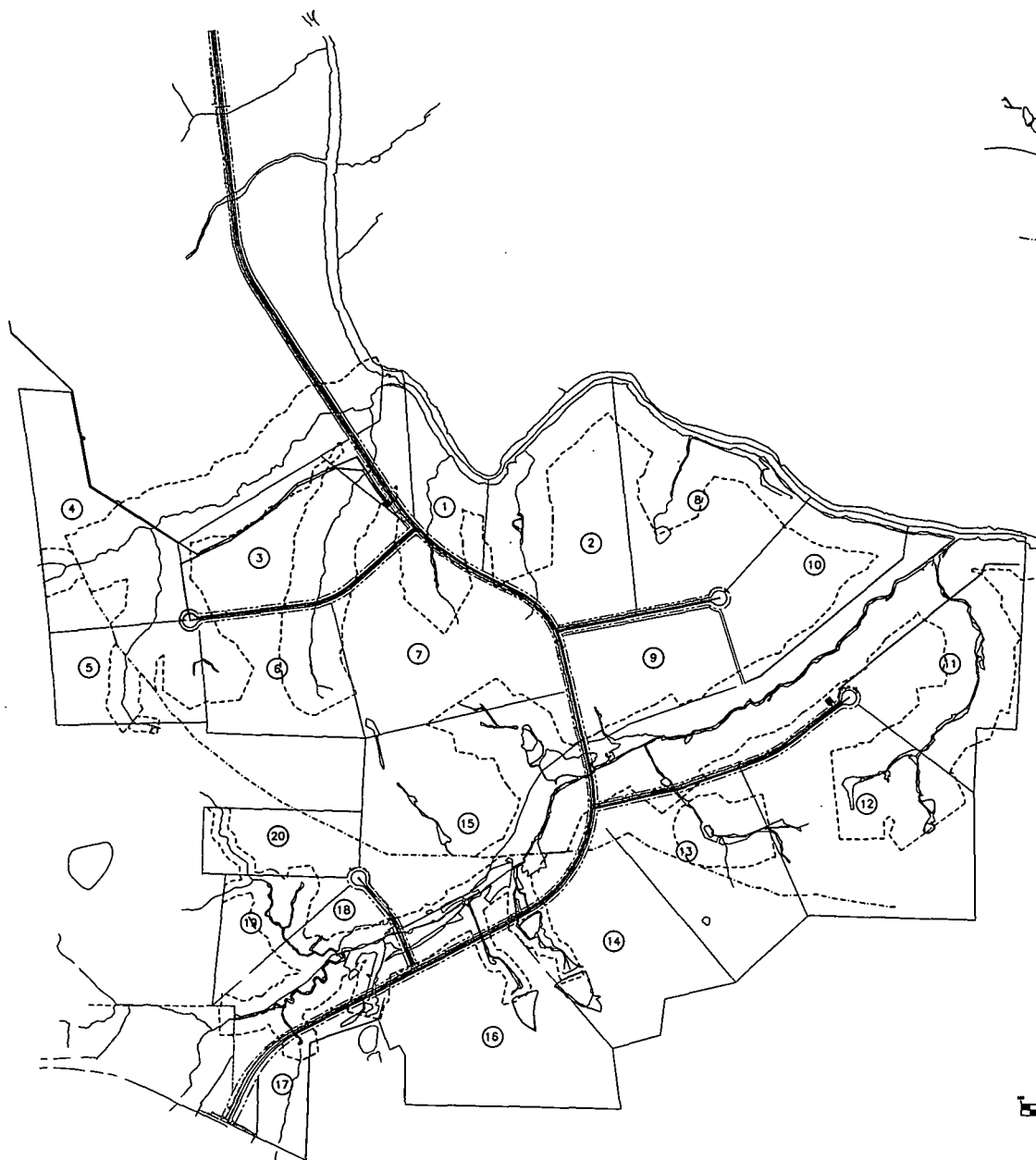
HYDROLOGY AND
VEGETATIVE BUFFERS

CHATHAM COUNTY
BUSINESS PARK

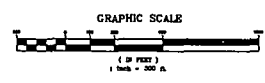
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Client:	JCH
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Sheet No.:	1

LEGEND

- WETLANDS
- STREAMS
- BUFFERS
- 2500' BUFFER OFFSET

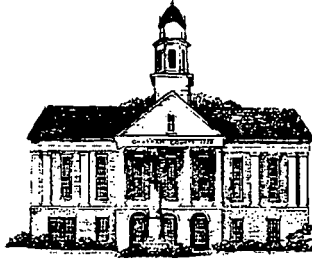


TOTAL ACREAGE	=	486 AC
LESS ROAD R/W	=	22 AC
NET DEVELOPMENT AREA	=	464 AC
LESS STREAM BUFFER	=	212 AC
NET BUILDABLE AREA	=	252 AC



COUNTY OF CHATHAM

Res. #2005-35



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 BY GOVERNING BODY OF COUNTY OF CHATHAM

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Environmental Management Commission has offered a State Revolving Loan in the amount of \$1,500,000 for the construction of a wastewater reuse project, and

WHEREAS, the County of Chatham intends to construct said project in accordance with the approved plans and specifications,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF CHATHAM:

That Chatham County does hereby accept the State Revolving Loan offer of \$ 1,500,000 .

That Chatham County does hereby give assurance to the North Carolina Environmental Management Commission that all items specified in the loan offer~ Section II - Assurances will be adhered to.

That Vicki McConnell, Finance Officer and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That Chatham County has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 20th day of June, 2005 at the Board of Commissioners meeting at the Courthouse Annex, Pittsboro, North Carolina.

Bunkey Morgan, Chairman, Board of County Commissioners

Date

RESOLUTION

HONORING THE SERVICE OF CHATHAM COUNTY SCHOOLS SUPERINTENDENT DR. LARRY G. MABE

WHEREAS, Dr. Larry G. Mabe began his career in North Carolina public education 36 years ago as a French teacher and arrived in Chatham County in 1974 when he accepted the position of principal of J.S. Waters Elementary School; and

WHEREAS, he continued his dedication to public education through his long-lived service to Chatham County in the positions of Northwood High School Principal, Secondary Supervisor, and Assistant Supervisor for Curriculum and Instruction; and

WHEREAS, under his tenure as superintendent, which began in 1994, the Chatham County School System has made great strides in providing students and teachers with technology, in addressing the needs of students with limited English proficiency, in planning for capital facilities, and in improving student achievement on standardized tests; and

WHEREAS, because of his outstanding service, Dr. Mabe has been honored numerous times by his peers, including receiving the first National Science Education Leadership Association's Administrator Supporting Science Award, being named the Piedmont Triad Superintendent of the Year, and being designated as Honor Superintendent by the North Carolina Music Educator's Association; and


WHEREAS, Dr. Mabe has received the most satisfaction in his career from developing staff to their fullest potential and seeing Chatham County students achieve great success; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Chatham, North Carolina, that we do honor and commend Dr. Larry G. Mabe on the occasion of his retirement for his service to Chatham County; and

BE IT FURTHER RESOLVED that we extend our best wishes to Dr. Mabe, his wife Carolyn, and his son Matthew.


Adopted this, the 20th day of June, 2005.


Bunkey Morgan, Chair


Thomas J. Emerson, Vice Chair


Patrick Barnes, Commissioner


Mike Cross, Commissioner


Carl Outz, Commissioner

**Project Ordinance Concerning the
Chatham Communications Tower**

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

Section 1. The project authorized consists of the construction of a communications tower located in the Southwest portion of Chatham County in the Harpers Crossroads area.

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

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

Construction	\$301,000
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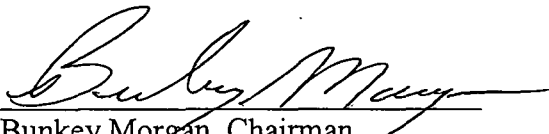
Section 4. The following revenue is anticipated to be available to complete this project:


2004 Homeland Security Grant	\$151,000
Transfer from General Fund	<u>150,000</u>
Total Revenue	<u>\$301,000</u>

Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

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

ADOPTED, this 20th day of June 2005.


Bunkey Morgan, Chairman
Chatham County Board of Commissioners


Sandra Sublett, Clerk to the Board
Chatham County

**Project Ordinance Concerning the
American Moulding**

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

Section 1. The project authorized consists of the construction of a sewer line from the City of Sanford to the American Moulding site located in Goldston.

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

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

Construction – County Match	\$473,000
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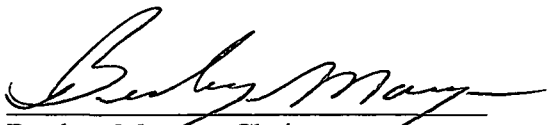
Section 4. The following revenue is anticipated to be available to complete this project:

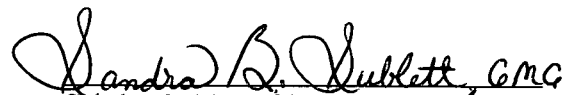
Transfer from General Fund	\$473,000
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Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

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

ADOPTED, this 20th day of June 2005.


Bunkey Morgan, Chairman
Chatham County Board of Commissioners


Sandra Sublett, Clerk to the Board
Chatham County

**Project Ordinance Concerning the
County Business Park**

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

Section 1. The project authorized consists of the construction of roadways, and water and sewer lines to serve the County Business Park.

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

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

Phase I	
Construction	\$2,979,657
Engineering	335,250
Inspections	141,350
Environmental	25,000
Contingency	<u>268,169</u>
	3,749,426
Phase II	
Construction	1,283,222
Engineering	155,270
Inspections	70,577
Environmental	25,000
Contingency	<u>128,322</u>
	<u>1,662,391</u>
Total	\$5,411,817

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


Proceeds from Borrowings	\$5,411.817
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Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

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

ADOPTED, this 20th day of June 2005.


Bunkey Morgan, Chairman
Chatham County Board of Commissioners


Sandra Sublett, Clerk to the Board
Chatham County

**Project Ordinance Concerning the
West Side Intake**

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

Section 1. The project authorized consists of the construction of a raw water intake on Jordan Lake.

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

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

Construction	\$5,057,500
Engineering	328,232
Inspections	247,565
Environmental	75,000
Contingency	<u>505,750</u>
	\$6,214,047

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

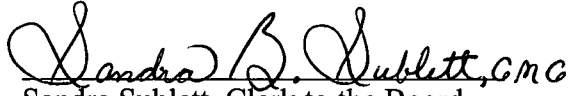
Proceeds from Borrowings	\$6,214,047
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Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

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

ADOPTED, this 20th day of June 2005.


Bunkey Morgan, Chairman
Chatham County Board of Commissioners


Sandra Sublett, Clerk to the Board
Chatham County

**Project Ordinance Concerning the
Jordan Lake Water Treatment Plant Upgrade**

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

Section 1. The project authorized consists of the construction of an addition to the Jordan Lake Water Treatment Plant.

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

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

Construction	\$5,000,000
Engineering	440,000
Inspections	200,000
Environmental	35,000
Contingency	<u>500,000</u>
	\$6,175,000

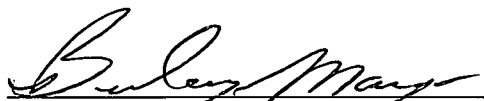
Section 4. The following revenue is anticipated to be available to complete this project:

Proceeds from Borrowings	\$6,175,000
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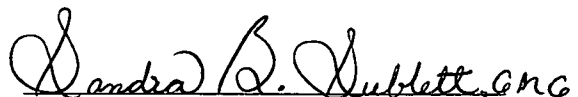
Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

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

ADOPTED, this 20th day of June 2005.



Bunkey Morgan, Chairman
Chatham County Board of Commissioners



Sandra Sublett, Clerk to the Board
Chatham County

**Project Ordinance Concerning the
Silk Hope Water Line**

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

Section 1. The project authorized consists of the construction of a water line to serve the Silk Hope Elementary School.

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

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

Construction	\$1,300,000
Engineering	87,385
Contingency	<u>120,000</u>
	\$1,507,385

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

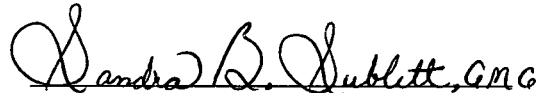
Proceeds from Borrowings	\$1,507,385
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Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

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

ADOPTED, this 20th day of June 2005.


Bunkey Morgan, Chairman
Chatham County Board of Commissioners


Sandra Sublett, Clerk to the Board
Chatham County

**Project Ordinance Concerning the
Raw Water Pump Station**

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

Section 1. The project authorized consists of the construction of a raw water pump station that will provide raw water from Jordan Lake through Cary's raw water intake to the County's water treatment plant.

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

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

Construction	\$2,250,000
Engineering	180,000
Inspections	112,500
Contingency	<u>225,000</u>
	\$2,767,500

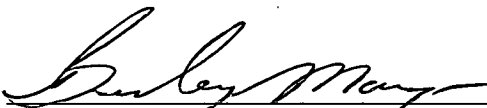
Section 4. The following revenue is anticipated to be available to complete this project:

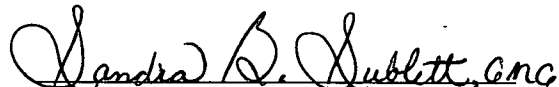
State Revolving Loan	\$2,767,500
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Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

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

ADOPTED, this 20th day of June 2005.


Bunkey Morgan, Chairman
Chatham County Board of Commissioners


Sandra Sublett, Clerk to the Board
Chatham County

Year End Budget Amendments

	Budget	Amendment	Amended Budget
<u>Project Amendments:</u>			
<u>Water Districts</u>			
Revenue:			
Interest	\$ -	\$ 23,220	\$ 23,220
Transfer from Capital Reserve	37,500	49,980	87,480
Total	<u>\$ 37,500</u>	<u>\$ 73,200</u>	<u>\$ 110,700</u>
Expenditure			
Administration			
Southwest Water District	\$ 3,000	\$ 15,000	\$ 18,000
Southeast Water District	2,000	25,000	27,000
Northwest Water District	2,500	13,200	15,700
Engineering	30,000	20,000	50,000
Total	<u>\$ 37,500</u>	<u>\$ 73,200</u>	<u>\$ 110,700</u>
<u>Westward Distribution</u>			
Revenue:			
Proceeds from Borrowings	<u>\$ 9,169,159</u>	<u>\$ (1,196,700) #</u>	<u>\$ 7,972,459</u>
Expenditure			
Land	\$ 18,675	\$ 19,325	\$ 38,000
Construction	7,396,445	(1,121,445)	6,275,000
Engineering	578,548	(46,000)	532,548
Inspections	399,501	(90)	399,411
Environmental	-	75,000	75,000
Administrative Cost	78,500	(53,500)	25,000
Other Fees	-	-	-
Contingency	697,490	(69,990)	627,500
Total	<u>\$ 9,169,159</u>	<u>\$ (1,196,700)</u>	<u>\$ 7,972,459</u>
<u>Group B Projects</u>			
Revenue:			
SRF Loan	<u>\$ 4,994,854</u>	<u>\$ 1,647,099 #</u>	<u>\$ 6,641,953</u>
Expenditure			
Land	\$ 100,541	\$ 20,000	\$ 120,541
Construction	4,019,105	1,435,182	5,454,287
Engineering	247,439	(2,511)	244,928
Inspections	206,399	(1,631)	204,768
Environmental	-	72,000	72,000
Administrative Cost	100,000	(100,000)	-
Contingency	321,370	224,059	545,429
Total	<u>\$ 4,994,854</u>	<u>\$ 1,647,099</u>	<u>\$ 6,641,953</u>

North Chatham Hydraulics

Revenue:

Proceeds from Borrowings	<u>\$ 1,606,428</u>	<u>\$ 3,709</u> #	<u>\$ 1,610,137</u>
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Expenditure

Land	\$ -	\$ -	\$ -
Construction	1,293,480	3,139	1,296,619
Engineering	106,000	257	106,257
Inspections	77,600	-	77,600
Contingency	129,348	313	129,661
Total	<u>\$ 1,606,428</u>	<u>\$ 3,709</u>	<u>\$ 1,610,137</u>

Water Treatment Plant Modification

Revenue:

Transfer from Operating	\$ 80,868	\$ -	\$ 80,868
Transfer from Capital Reserve	<u>862,377</u>	<u>88,759</u> #	<u>951,136</u>
Total	<u>\$ 943,245</u>	<u>\$ 88,759</u> #	<u>\$ 1,032,004</u>

Expenditure

Land	\$ -	\$ -	\$ -
Filter Media	263,795	(745)	263,050
Engineering	76,050	5,110	81,160
Inspections	20,000	(15,000)	5,000
Modifications	533,400	149,394	682,794
Administrative Cost	-	-	-
Contingency	<u>50,000</u>	<u>(50,000)</u>	<u>-</u>
Total	<u>\$ 943,245</u>	<u>\$ 88,759</u>	<u>\$ 1,032,004</u>

Raw Water Pump Station

Revenue:

State Revolving Loan	<u>\$ 2,767,500</u>	<u>\$ -</u>	<u>\$ 2,767,500</u>
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Expenditure

Construction	\$ 2,250,000	\$ -	\$ 2,250,000
Engineering	180,000	-	180,000
Inspections	112,500	-	112,500
Contingency	<u>225,000</u>	<u>-</u>	<u>225,000</u>
Total	<u>\$ 2,767,500</u>	<u>\$ -</u>	<u>\$ 2,767,500</u>

Project Ordinance**Silk Hope Water Line**

Revenue:

Proceeds from Borrowings	<u>\$ 2,767,500</u>	<u>\$ -</u>	<u>\$ 2,767,500</u>
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Expenditure

Construction	\$ 1,300,000	\$ -	\$ 1,300,000
Engineering	87,385	-	87,385
Inspections	-	-	-
Contingency	<u>120,000</u>	<u>-</u>	<u>120,000</u>
Total	<u>\$ 1,507,385</u>	<u>\$ -</u>	<u>\$ 1,507,385</u>

Project Ordinance

Jordan Lake Water Treatment Plant Upgrade**Project Ordinance**

Revenue:

Proceeds from Borrowings	<u>\$ 6,175,000</u>	\$ -	<u>\$ 6,175,000</u>
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Expenditure

Construction	\$ 5,000,000	\$ -	\$ 5,000,000
Engineering	440,000	-	440,000
Inspections	200,000	-	200,000
Environmental	35,000	-	35,000
Contingency	<u>500,000</u>	-	<u>500,000</u>
Total	<u>\$ 6,175,000</u>	<u>\$ -</u>	<u>\$ 6,175,000</u>

Jordan Lake - West Side Intake**Project Ordinance**

Revenue:

Proceeds from Borrowings	<u>\$ 6,214,047</u>	\$ -	<u>\$ 6,214,047</u>
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Expenditure

Construction	\$ 5,057,500	\$ -	\$ 5,057,500
Engineering	328,232	-	328,232
Inspections	247,565	-	247,565
Environmental	75,000	-	75,000
Contingency	<u>505,750</u>	-	<u>505,750</u>
Total	<u>\$ 6,214,047</u>	<u>\$ -</u>	<u>\$ 6,214,047</u>

Chatham Business Park**Project Ordinance**

Revenue:

Proceeds from Borrowings	<u>\$ 5,411,817</u>	\$ -	<u>\$ 5,411,817</u>
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Expenditure

Phase I

Construction	\$ 2,979,657	\$ -	\$ 2,979,657
Engineering	335,250	-	335,250
Inspections	141,350	-	141,350
Environmental	25,000	-	25,000
Contingency	<u>268,169</u>	-	<u>268,169</u>
Total	<u>3,749,426</u>	-	<u>3,749,426</u>

Phase II

Construction	1,283,222	-	1,283,222
Engineering	155,270	-	155,270
Inspections	70,577	-	70,577
Environmental	25,000	-	25,000
Contingency	<u>128,322</u>	-	<u>128,322</u>
Total	<u>1,662,391</u>	-	<u>1,662,391</u>

Total	<u>\$ 5,411,817</u>	<u>\$ -</u>	<u>\$ 5,411,817</u>
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American Moulding

Revenue:

Transfer from General Fund	<u>\$ 473,000</u>	<u>\$ -</u>	<u>\$ 473,000</u>
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Expenditure

Sewer Construction	<u>\$ 473,000</u>	<u>\$ -</u>	<u>\$ 473,000</u>
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Communications Tower

Revenue:

Transfer from General Fund	\$ 150,000	\$ -	\$ 150,000
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2004 Homeland Security Grant	<u>151,000</u>	<u>- #</u>	<u>151,000</u>
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Total	<u>\$ 301,000</u>	<u>\$ - #</u>	<u>\$ 301,000</u>
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Expenditure

Construction	<u>\$ 301,000</u>	<u>\$ -</u>	<u>\$ 301,000</u>
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Line Item Amendments:

Tax Department

Legal Services	15,000	
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Current Year Tax	15,000	Honeywell Appeal
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Elections:

List Maintenance Grant	2,022	State Grant
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Elections Grant	2,022	
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Register of Deeds

Supplemental Pension	1,500	Increased Revenue
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Register of Deeds Collections	1,500	
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Sheriff:

Safe Start	800	Grant - Safe Start
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Safe Start Social Worker	800	
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Emergency Operations:

Capital Outlay Equipment	5,700	Computer equipment
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Radio Tower Site Rent	3,000	Increase in site rent
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Fund Balance Appropriated	8,700	
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Planning

Legal Services	5,000	Various Lawsuits
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Appropriated Fund Balance	5,000	
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Chatham County Schools

Supplement	48,000	FY 04-05 Shortfall
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Appropriated Fund Balance	48,000	
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Social Services

Work First Transit	(6,200)	Budgeted Incorrectly
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Work First Transit	(5,909)	
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Appropriated Fund Balance	291	
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Fire Districts:

Tax Collected greater than budget

Circle City	
Commission	800
Current Year Tax	800
Hope	
Commission	300
Current Year Tax	300
North Chatham	
Commission	1,000
Current Year Tax	1,000

Contingency Transfers

Rural Community Assistance	4,000	Approved 04/18/05
Contingency	(4,000)	

Transfers from Reserves:

General Fund:

Supplies	9,724	Audio Visual Equipment for Meeting Rooms
Supplies	7,251	HIPAA Security
Supplies	2,928	Network Upgrade
Supplies	7,518	WAN
Transfer from Reserve	27,421	
Software	2,524	DSS Server
Software	1,978	HIPAA Security
Transfer from Reserve	4,502	
Maintenance - Equipment	8,448	HIPAA Security
Maintenance - Equipment	2,329	Network Upgrade
Maintenance - Equipment	414	WAN
Transfer from Reserve	11,191	
Capital Outlay	10,198	Audio Visual Equipment for Meeting Rooms
Capital Outlay	3,652	DSS Server
Capital Outlay	62,999	HIPAA Security
Capital Outlay	18,748	Network Upgrade
Capital Outlay	12,566	WAN
Transfer from Reserve	108,163	
Supplies	2,524	Laptop for Brenda Williams
Transfer from Reserve	2,524	
Transfer to General Fund	153,801	
Reserve	(153,801)	

Water Fund:

Capital Outlay	44,000	Purchase of Vehicles
Transfer from Reserve	44,000	
Future Use	(44,000)	
Transfer to Operating	44,000	

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
JUNE 20, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the District Courtroom, located in Pittsboro, North Carolina, at 6:00 PM on June 20, 2005.

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

Absent: Attorney Robert L. Gunn

The Chairman called the meeting to order at 6:00 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 explained that Item #23, Consideration of a request to approve budget amendments, Item #25, Consideration of a request to appoint a member to the JOCCA Board, and Item #26, Consideration of a request to appoint a member to the Jury Commission had been considered during the afternoon work session.

Commissioner Emerson moved, seconded by Commissioner Outz, to approve the Agenda and Consent Agenda as noted. The motion carried five (5) to zero (0).

1. **Minutes:** Consideration of a request to approve Board minutes for regular meeting held June 06, 2005 and Work Session held June 06, 2005

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 Bells Chapel Road
- B. Walk N Tall Drive

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

3. **Funds Acceptance from the Family Resource Center:** Consideration of a request to accept funds in the amount of \$7,000 from the Family Resource Center (FRC) for the Health Department's Family Planning Program

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

4. **Service Agreement for Administration of Workers' Compensation Claims:** Consideration of a request to approve "Service Agreement for Administration of Workers' Compensation Claims", attached hereto and by reference made a part hereof.

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

5. **Subdivision Final Approval of "Camden Park South":** Consideration of a request by Fitch Creations for subdivision final approval of "Camden Park South, Phase One", consisting of 20 lots on 10 acres, located off SR #1812, Weathersfield, Williams Township

As per the Planning Department and Planning Board recommendation, final approval of Camden Park South was granted as submitted.

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

6. **Subdivision Preliminary Design Approval of "Cattail Creek Subdivision":** Consideration of a request by PK Chatham for subdivision preliminary design approval of "Cattail Creek Subdivision", consisting of 72 lots on approximately 172 acres, located off SR #1508, White-Smith Road, Hadley Township

As per the Planning Department and Planning Board recommendation, the road names, Rebecca Lane, Madison Court, Isabel Court, and Olivia Lane, and preliminary approval of "Cattail Creek" were approved with the following conditions:

1. No land disturbing activity shall commence until staff has received a copy of the road plan approval letter from the North Carolina Department of Transportation.
2. The final plat shall display a Voluntary Agriculture District certificate.

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

7. **Subdivision Preliminary Design Approval of "The Cottages at Stonegate II":** Consideration of a request by Pittman-Korbin, Inc. for subdivision preliminary design approval of "The Cottages at Stonegate II", consisting of 15 lots on approximately 46 acres, located at the intersection of SR #1535, Gilmore Road and SR #1534, Poythress Road, Baldwin Township

As per the Planning Department and Planning Board recommendation, the road names, Emerald Crest Court and White Pine Way, and preliminary design approval of The Cottages at Stonegate, Phase 2, were approved as submitted with the following conditions:

1. The public roadway improvement shall be provided to the northwest boundary line of the property.
2. The final plat shall display a voluntary Agriculture District certificate.

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

8. **Subdivision Preliminary Design Approval of "Colvard Farms, Phase VII":** Consideration of a request by Jeff N. Hunter for review of revisions to Phase VI preliminary and subdivision preliminary design approval of "Colvard Farms, Phase VII", consisting of 26 lots on approximately 21 acres, located off Colvard Farms Road, Williams Township

As per the Planning Department and Planning Board recommendation, the road name, North Ridge Drive, and the revisions to Phase VI, preliminary design approval and approval of Colvard Farms, Phase VII and preliminary design were approved as submitted.

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

9. **Subdivision Preliminary Design Approval of Windfall Creek Subdivision, Phase I and II**: Consideration of a request by Contentnea Creek Development Company for subdivision preliminary design approval of "Windfall Creek Subdivision, Phase I and II", consisting of 55 lots on approximately 289 acres, located at the intersection of US Highway #64 E and SR #1716, Big Woods Road, New Hope Township

As per the Planning Department and Planning Board recommendation, the road names, Windfall Creek Drive, Ocoee Falls Drive, West Crystal Falls Circle, East Crystal Falls Circle, East Smugglers Falls Drive, West Smugglers Falls Drive, East Bridal Veil Falls Drive, and West Bridal Veil Falls Drive, and preliminary design approval of Windfall Creek, Phases I and II were approved with the following condition:

1. If required by the US Army Corp of Engineers, creek crossing permit(s) shall be furnished to staff prior to the crossing of creek(s) with roadways.

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

10. **Preliminary and Final Subdivision Approval of "Bobcat Point Subdivision, Phase IV"**: Consideration of a request by Ricky Spoon for preliminary and final subdivision approval of Bobcat Point Subdivision, Phase IV (Lots 104 -108, 111 - 118), consisting of 13 lots on approximately 58 acres, off Poplar Forest Lane, Hadley Township

As per the Planning Department and Planning Board recommendation, preliminary and final approval of "Bobcat Point Subdivision, Phase IV (Lots 104-108, 111-118) were approved 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. **Subdivision Sketch Design Approval of "Mayfield"**: Consideration of a request by Fred Thomas Smith for subdivision sketch design approval of "Mayfield", consisting of 11 subdivision lots and 1 exempt lot, on approximately 65 acres, located off Lonnie Fields Road, SR #2182, Gulf Township

As per the Planning Department and Planning Board recommendation, sketch design approval of "Mayfield Subdivision" was granted as submitted.

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

12. **Subdivision Sketch, Preliminary, and Final Approval of "Survey for Walter Andrew Butler"**: Consideration of a request by Andy Butler for subdivision sketch, preliminary and final approval of "Survey for Walter Andrew Butler and wife Joann Johnson Butler", consisting of one (1) non-residential lot of 2 acres, located off SR #2329, Haw Branch Road, Gulf Township

As per the Planning Department and Planning Board recommendation, sketch, preliminary, and final approval of the request were granted with the following condition:

1. The commercial driveway permit be received by staff prior to issuance of a building permit for the project.

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

13. **Subdivision Sketch, Preliminary, and Final Approval of "Survey for Garry E. Wilkie":** Consideration of a request by Garry E. Wilkie for subdivision sketch, preliminary and final approval of "Survey for Garry E. Wilkie", consisting of one non-residential lot of 6.94 acres, located off SR #1745, John Horton Road, New Hope Township

As per the Planning Department and Planning Board recommendation, sketch, preliminary, and final approval of the 6.74 acre non-residential lot was granted as requested.

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

14. **Resolution for Addition of Roads to the North Carolina System of Secondary Roads – Hamlet Grove Drive and Harrison Court:** Consideration of a request to approve Resolution #2005-37 for the Addition of Streets or Roads to the North Carolina System of Secondary Roads – Hamlet Grove Drive and Harrison Court in the Hamlet Grove Subdivision, attached hereto and by reference made a part hereof.

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

15. **Resolution for Addition of Road to the North Carolina System of Secondary Roads – Fawn's Rest:** Consideration of a request to approve Resolution #2005-38 for the Addition of Street or Road to the North Carolina System of Secondary Roads – Fawn's Rest in the Siler Farms, LLC Subdivision, attached hereto and by reference made a part hereof.

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

16. **Revision to Existing Conditional Use Permit for Planned Unit Development:** Consideration of a request by Galloway Ridge at Fearington for a revision to the existing Conditional Use Permit for a Planned Unit Development (Galloway Ridge portion of the Fearington Planned Unit Development) on approximately 50 acres for a signage revision

As per the Planning Department and Planning Board recommendation, the requested signage revision to the existing Conditional Use Permit for a Planned United Development (Galloway Ridge portion of the Fearington Planned Unit Development) was granted as submitted.

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

17. **Home and Community Care Block Grant Committee FY 2005-2006 Budget:** Consideration of a request to approve the Home and Community Care Block Grant Committee FY 2005-2006 recommended budget, attached hereto and by reference made a part hereof.

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

18. **Economic Development Reappointment:** Consideration of a request to reappoint Jerry Harris to the Chatham County Economic Development Board by Commissioner Emerson, to expire on June 30, 2008

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

PUBLIC INPUT SESSION

There was no one present who wished to make public comments.

PLANNING AND ZONING

Public Hearing:

Public Hearing on the Closing of Certain Streets and Alleys in the Village of Bennett: Public hearing to receive public comments on the closing of various street rights-of-way and alleyways in the Bennett Community

There was no one present who wished to make public comments.

The Chairman closed the public hearing.

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt **Resolution #2005-39 for Order Closing Streets in Bennett**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Revision to an Existing Conditional Use Permit: Consideration of a request by George Farrell, Jr. on behalf of Kunal Enterprises LLC for a revision to an existing Conditional Use Permit (previously Andy Carlson/Handy Andy), parcel #70029, to retain the existing approved uses, *auto and truck accessory sales and installation and graphic detailing of vehicles and boats and open air sales and service of accessory buildings and gazebos and like free-standing structure* and add the following:

- Boat, trailer and other utility vehicle sales to include camper and RV rental and sales and services including boat, RV, camper and other vehicle storage
- Bait and tackle shop
- Sporting goods sales and camping supplies
- Self Storage/mini warehouse storage facility with related retail and services (i.e. moving truck rentals)
- Vehicle and boat wash
- Rental equipment company
- Office – business, professional, and governmental

On 2.103 acres, located at the intersection of SR #1744, Bob Horton Road and Highway #64 East, New Hope Township and for review of a revised site plan for the overall project

As per the Planning Department and Planning Board recommendation, Commissioner Barnes moved, seconded by Commissioner Outz, to approve the request for a revision to an existing Conditional Use Permit (previously Andy Carlson/Handy Andy), parcel #70029, to retain the existing approved uses, *auto and truck accessory sales and installation and graphic detailing of vehicles and boats and open air sales and service of accessory buildings and gazebos and like free-standing structure* and add the following:

- Boat, trailer and other utility vehicle sales to include camper and RV rental and sales and services including boat, RV, camper and other vehicle storage
- Bait and tackle shop
- Sporting goods sales and camping supplies
- Self storage/mini-warehouse storage facility with related retail and services (i.e. moving truck rentals)
- Vehicle and boat wash
- Rental equipment company
- Office – business, professional and governmental

And approval of the revised site plan, (revision date 05-23-05) was granted as submitted.

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

Revision to Existing Office and Institutional Conditional Use District with Conditional Use Permit: Consideration of a request by Terry Otto and Anna Cassilly for a revision to an existing Office and Institutional Conditional Use District with a Conditional Use Permit for:

- Hotels, motels and inns including accessory eating and drinking and personal service facilities when located in the principal structure, specifically for an inn
- Public and private schools, training, and conference centers

located off SR #1941, Seaforth Road, on approximately 16 acres, New Hope Township, to request the removal of the time limit on the permit

As per the Planning Board recommendation, Commissioner Emerson moved, seconded by Commissioner Cross, to approve no time limit on any internal improvement to the existing facility (commercial kitchen) and a 60 month time period to obtain a building permit for building B (as shown on map entitled, Attachment A: Otto/Cassilly site in original application approved 6-07-04; and if a building permit is not obtained within the 60 month period, applicant must receive a revision to the Conditional Use Permit for a time extension prior to beginning construction. Expiration of the 60 month time period shall not nullify the remaining conditions of the permit. The motion carried five (5) to zero (0).

Revision to Existing Office and Institution Conditional Use District with Conditional Use Permit: Consideration of a request by D. D. W., Inc. d/b/a David Daniel Construction Company for a revision to an existing Office and Institution Conditional Use District with Conditional Use Permit for general and professional offices, on 5.7 acres, off SR #1008 (Mt. Carmel Church Road), in Williams Township, to add an office building and associated parking area

As per the Planning Department and Planning Board recommendation, Commissioner Cross moved, seconded by Commissioner Barnes, to approve the request for a revision to an existing Office and Institution Conditional Use District with Conditional Use Permit for general and professional offices *to add an office building and associated parking area* with the following conditions:

1. A row of evergreen plants 3-4' in height be planted on the west side of the proposed parking lot to facilitate more shielding of the R-A property further to the west. Plants shall be installed at the next optimum-planting season after the certificate of occupancy for the structure has been received. Planning Department staff shall be notified of completion of plantings in order to check for compliance.
2. No additional above ground lighting is approved with this application. Any new landscape lighting shall conform to the Draft Lighting Ordinance.
3. No new signage is approved with this application except for directional signage within the property.

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

FINANCE OFFICE

Budget Amendments: Consideration of a request to approve budget amendments

Action was taken on the budget amendments during the afternoon work session.

BOARD OF COMMISSIONERS' MATTERS

Budget Ordinance: Consideration of a request to adopt Fiscal Year 2005-2006 Budget Ordinance

Commissioner Barnes moved, seconded by Commissioner Cross, to accept the Capital Projects Status Report as presented, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Commissioner Outz moved to set the tax rate at 58 cents.

After considerable discussion, the motion died for lack of a second.

Commissioner Barnes moved, seconded by Commissioner Cross, to approve the FY 2005-06 Budget Ordinance as presented, attached hereto and by reference made a part hereof. The motion carried four (4) to one (1) with Commissioner Outz opposing.

BOARDS AND COMMITTEES

JOCCA Appointment: Consideration of a request to appoint a member to the JOCCA Board

Action on this item was taken in the afternoon work session.

Jury Commission Appointment: Consideration of a request to appoint a member to the Jury Commission by the full Board

Action on this item was taken in the afternoon work session.

MANAGER'S REPORTS

There were no Manager's reports.

COMMISSIONERS' REPORTS

Budget Hard Copies:

Ray Greenlaw, 2 Jordan Drive, Pittsboro, NC asked that hard copies of the newly adopted budget be placed in at least two of the County libraries.

Seminars:

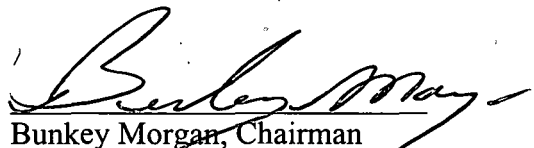
Commissioner Barnes encouraged all Board members to make a special effort to attend the 98th Annual Conference to be held at The Westin Charlotte, in Mecklenburg County, NC from August 25-28, 2005.

Budget Preparation:


Commissioner Cross expressed appreciation for a job well-done on the newly adopted budget.

ADJOURNMENT

Commissioner Outz moved, seconded by Commissioner Cross, that the meeting be adjourned. The motion carried five (5) to zero, and the meeting was adjourned at 6:42 PM.


Bunkey Morgan, Chairman

ATTEST:


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



**SERVICE AGREEMENT FOR ADMINISTRATION
OF WORKERS' COMPENSATION CLAIMS**

This agreement (the "Agreement") is made and entered into this the 1st day of July, 2005 by and between Compensation Claims Solutions, ("CCS") a corporation organized and existing pursuant to the laws of the State of North Carolina and County of Chatham.

WITNESSETH

Whereas, pursuant to the North Carolina Workers Compensation Act, Chapter 97 of the North Carolina General Statutes, as amended (the "Act"), Self- Insurer is exempt from carrying workers compensation insurance coverage for its employees (the "Employees") due to its program of self-insurance for workers compensation claims; and

Whereas, CCS is in the business of providing administrative and other services to entities which operate self-insurance programs for workers compensation claims.

Now, therefore, in consideration of the foregoing and the mutual terms, covenants and conditions set forth herein, the parties hereto agree as follows:

**Section 1
Reported Claims/Fees**

1.1 Reporting. Self-Insurer shall promptly report to CCS each workers compensation claim of an Employee which Self-Insured desires CCS to administer.

1.2 Fees to CCS. Self-Insurer shall pay to CCS fees (the "Fees") for services performed by CCS pursuant to this Agreement in accordance with the following:

- a All claim functions will be handled for a flat annual fee of \$16,500.00 for the fiscal years 07/01/05-06/30/06, 07/01/06 – 06/30/07 and 07/01/07 – 06/31/07.
- b Billing. CCS shall deliver invoices to the Self-Insurer on a Quarterly basis requesting payment of Fees earned pursuant to this Agreement.

Section 2
Administration of Reported Claims

2.1 Claims Administration. CCS shall timely review all claims and loss reports made by the Self-Insurer to CCS and process each Reported Claim in accordance with the Act, all rules and regulations promulgated pursuant to the Act, and all other applicable laws.

2.2 Investigation. CCS shall conduct an investigation of a Reported Claim to the extent CCS reasonably deems necessary in performance of its obligations. Such investigations may include the retaining of independent investigators, medical, or other experts to the extent reasonably deemed necessary by CCS, provided, however, that any and all cost and expenses incurred by CCS shall be governed by the following:

Self-Insurer shall reimburse CCS for the full amount of each "Authorized Expenditure." For the purpose of this Agreement, an "Authorized Expenditure" is any cost or expense incurred by CCS pursuant to Section 2.2 hereof, subsequent to Self-Insurer's prior expressed or written consent.

2.3 Reserves. CCS shall establish and maintain estimated reserve amounts for each Reported Claim.

2.4 Payment of Reported Claims. CCS will pay all Reported Claims via use of a Checking Account System. Checking Account documents will be forwarded to the Self-Insurer the Check data will contain sufficient information so as to identify the Claim Number, Employee, Check Number, Payee, Amount Paid, Original Invoice Amount and applicable discounts.

2.5 Discretionary Settlement Authority Limit. Notwithstanding any provision to the contrary, without prior written or expressed consent of the Self-Insurer CCS shall not make any settlement in connection with a Reported Claim in excess of Ten Thousand Dollars (\$10,000.00). This Discretionary Limit does not apply to the payment of Permanent Partial Disability Awards.

2.6 Reports to Self-Insurer. Within ten (10) business days after the end of each calendar month during the term of this Agreement, CCS shall deliver to Self-Insurer statistical information which shall include, but shall not necessarily be limited to, the following.:

2.7 Rehabilitation. CCS shall immediately notify Self-Insurer in the event that any Employee has been referred to rehabilitation or retraining. CCS shall assist Self-Insurer in arranging for rehabilitation or retraining of Employees in appropriate cases, with any expenses associated with such rehabilitation or retraining to be borne solely by the Self-Insurer.

2.8 Subrogation. CCS will pursue, on behalf of the Self-Insurer, recovery of expended funds which were caused to be paid by the negligence of a responsible third party.

2.9 Records. CCS shall create a file for each Reported Claim and shall maintain such file until final resolution and for an additional five (5) years thereafter.

2.10 Inspection. During the term of this Agreement, upon reasonable prior notice by Self-Insurer, and during CCS normal business hours, CCS shall provide Self-Insurer or its designated representative access to, and the opportunity to copy, all files pertaining to any Reported Claim and any and all other documents and information within the possession or control of CCS pertaining to any Reported Claim(s), this Agreement, or matters contemplated thereby.

Section 3 Indemnification, Defense of CCS

3.1 Indemnification of CCS. Self-Insurer agrees to indemnify and defend CCS for acts taken by CCS at the express instruction of the Self-Insurer which cause CCS to become liable to any third party.

3.2 Indemnification of Self-Insurer. CCS agrees to indemnify Self-Insurer for acts taken by CCS which cause Self-Insurer to become liable to a third party.

3.3 Assumption of Defense of CCS. Self-Insurer agrees to assume the defense of CCS and/or its employees in any legal action filed in a court of competent jurisdiction against CCS and/or its employees which seeks an award of damages pursuant to a Reported Claim and which does not allege any error, omission, tort, intentional tort, negligence or other breach of duty on part of CCS and/or its employees, agents or representatives.

Section 4
Term and Early Termination

4.1 Term. The term of this Agreement (the "Term") shall be for a period of three (3) years commencing on the date first above written. The Term of this Agreement may be negotiated for renewal for additional one-year periods thereafter. The pricing component of the Agreement is firm for a period of three (3) year.

4.2 Early Termination. This Agreement may be terminated by either party for any reason or for no reason upon ninety (90) days written notice.

4.3 Pending Reported Claims. If, upon the expiration or earlier termination of this Agreement, there are Reported Claims which have not reached a final resolution, at the option of the Self-Insurer, CCS shall continue to perform its obligations under this agreement until each such Reported Claim has reached a final resolution, provided that Self-Insurer also performs its obligations pursuant to this Agreement during such time.

4.4 Return of Files. Upon the expiration or earlier termination of this Agreement, CCS shall deliver to Self-Insurer all files created or maintained by CCS pertaining to this Agreement, including all originals, copies and summaries.

Section 5
Notices

All notices given or required to be given pursuant to this Agreement shall be delivered via first-class mail as follows:

If to CCS:

Compensation Claims Solutions
1287 Old Charlotte Road
Concord, NC 28027
Attention: Linda Justice

If to County of Chatham:

Ms. Renee F. Dickson
Director of Organizational Development
Chatham County
Post Office Box 87
Pittsboro, North Carolina 27312

Section 6
Miscellaneous

6.1 Unauthorized Practice of Law. The parties acknowledge that CCS shall not perform, and Self-Insurer shall not request to perform, any act or service in connection with this Agreement which does or may constitute the unauthorized practice of law.

6.2 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be invalidated, void or voidable.

6.3 Entire Agreement. This Agreement, and any appendices and exhibits hereto which are incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter hereof. No modification of this Agreement shall be valid unless in writing and signed by each party to the Agreement.

In Witness, the parties hereof have executed this Agreement as of the date first above written.

COMPENSATION CLAIMS SOLUTIONS

By: *Linda Justice*

COUNTY OF CHATHAM

By: *Berley May*

COUNTY OF CHATHAM

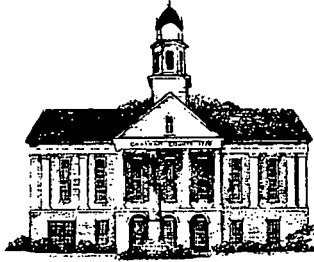
Res. #2005-37

COMMISSIONERS

BUNKEY MORGAN
Chairman

THOMAS J. EMERSON
Vice Chair

PATRICK BARNES
MIKE CROSS
CARL OUTZ



P. O. BOX 87
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

CHARLIE HORNE
County Manager

ROBERT L. GUNN
County Attorney

Phone (919) 542-8200
Fax (919) 542-8272

Resolution for the Addition of Streets or Roads to the North Carolina System of Secondary Roads

Hamlet Grove Drive and Harrison Court in the Hamlet Grove Subdivision (Plat Slide 2001-299 and 2002-65)

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

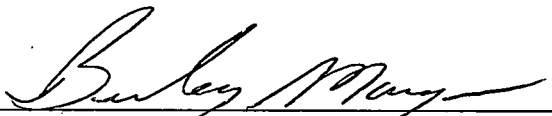
WHEREAS, Hamlet Grove Drive is located from the centerline intersection of State Road #1532 to the center of cul-de-sac 1207 Ft. (0.23 mile); and

WHEREAS, Harrison Court is located from the centerline intersection of Hamlet Grove Drive to the center of cul-de-sac 960 Ft. (0.18 mile); and

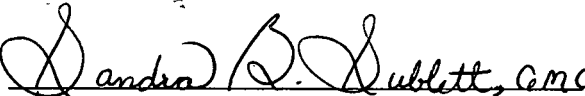
WHEREAS, Hamlet Grove and Harrison Court Drive have been found to meet the requirements of the Secondary Road System as established by the North Carolina Department of Transportation.

NOW THEREFORE BE IT RESOLVED, that the Chatham County Board of Commissioners requests that subject roads, Hamlet Grove Drive and Harrison Court, be added to the North Carolina System of Secondary Roads upon meeting all criteria as established by the Department of Transportation.

Adopted this, the 20th day of June, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

COUNTY OF CHATHAM

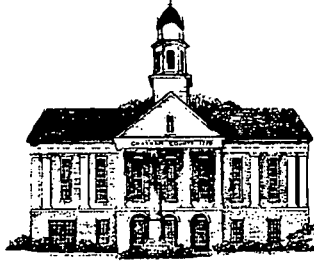
Res. #2005-38

COMMISSIONERS

BUNKEY MORGAN
Chairman

THOMAS J. EMERSON
Vice Chair

PATRICK BARNES
MIKE CROSS
CARL OUTZ



P. O. BOX 87
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

CHARLIE HORNE
County Manager

ROBERT L. GUNN
County Attorney

Phone (919) 542-8200
Fax (919) 542-8272

Resolution for the Addition of Streets or Roads to the North Carolina System of Secondary Roads

Fawn's Rest in Siler Farms, LLC Subdivision (Plat Slide 2001-154)

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, Fawn's Rest is located from the centerline intersection of State Road #1362 to the centerline of cul-de-sac 1077 Ft. (0.20 mile); and

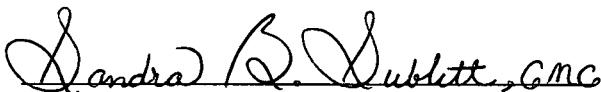
WHEREAS, Fawn's Rest has been found to meet the requirements to the Secondary Road System as established by the North Carolina Department of Transportation.

NOW THEREFORE BE IT RESOLVED, that the Chatham County Board of Commissioners requests that subject road, Fawn's Rest, be added to the North Carolina System of Secondary Roads upon meeting all criteria as established by the Department of Transportation.

Adopted this, the 20th day of June, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

Home and Community Care Block Grant for Older Adults

DOA-731 (Rev. 2/05)

County Funding Plan

Chatham County
July 1, 2005 through June 30, 2006

County Services Summary

Services	A				B	C	D	E	F	G	H	I
	Access	In-Home	Other	Total	Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
Sr Ct Operations			12758		1418	14176		14176	n/a	n/a	n/a	n/a
Gen Transp	32875				3653	36528		36528	5954	6.1349	125	21000
Cong Nutri			51000		5667	56667	11850	68517	8679	6.5292	225	19750
H D Meals		47208			5245	52453	9754	62207	8343	6.2867	70	16256
I H S LV I		35591			3955	39546		39546	2496	15.8438	10	2496
I H S LV II		150740			16749	167489		167489	9668	17.3241	55	20468
I H S LV III		23030			2559	25589		25589	1536	16.6595	5	1536
I & Case Assistanc	26306				2923	29229		29229	n/a	n/a	900	n/a
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
Total	59181	256569	63758	379508	42168	421677	21604	443281	36676		1390	81506

Burlay May
Signature, Chairman, Board of Commissioners Date

NAME AND ADDRESS
 COMMUNITY SERVICE PROVIDER
 Chatham County Council on Aging, Inc.
 P O Box 715
 Pittsboro, NC 27312

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DOA-732 (Rev. 2/05)
 Chatham County
 July 1, 2005 through June 30, 2006
 Original Submission

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	USDA	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	Total Units
Sr Ct Operations	xx				12758	////////////////////	1418	14176		14176	n/a	n/a	n/a	n/a
General Transp		xx	32875			////////////////////	3653	36528		36528	5954	6.1349	125	21000
Congregate Nutrition	xx				51000	////////////////////	5667	56667	11850	68517	8679	6.5292	225	19750
HD Meals	xx			47208		////////////////////	5245	52453	9754	62207	8343	6.2867	70	16256
I H S L V I		xx		35591		////////////////////	3955	39546		39546	2496	15.8438	10	2496
I H S L V II		xx		150740		////////////////////	16749	167489		167489	9668	17.3241	55	20468
I H S L V III		xx		23030		////////////////////	2559	25589		25589	1536	16.6595	5	1536
I & Case Assistance	xx		26306			////////////////////	2923	29229		29229	n/a	n/a	900	n/a
						////////////////////	0	0		0				
						////////////////////	0	0		0				
						////////////////////	0	0		0				
						////////////////////	0	0		0				
						////////////////////	0	0		0				
						////////////////////	0	0		0				
Total	////	////	59181	256569	63758	379508	42169	421677	21604	443281	36676	////	1390	81506

*Adult Day Care & Adult Day Health Care Net Service Cost

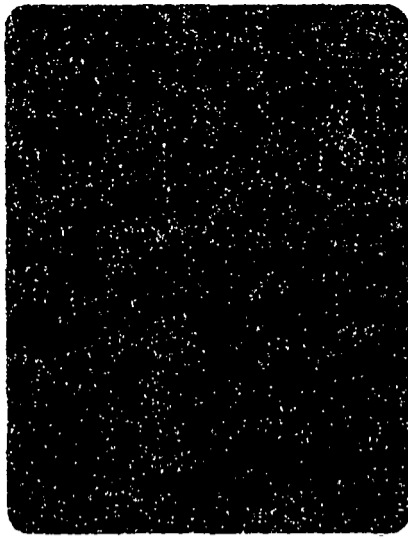
	ADC	ADHC
Daily Care	_____	_____
Transportation	_____	_____
Administrative	_____	_____
Net Ser. Cost Total	_____	_____

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Block Grant Funding.

Vicki McConnell 6-13-05
 Signature, County Finance Officer Date

Executive Director
Ann Elliott 06/10/05
 Authorized Signature, Title Date
 Community Service Provider

Barry May 6/10/05
 Signature, Chairman, Board of Commissioners Date



BOOK 1188 PAGE 752

PREPARED BY/~~MAIL TO~~: MOODY, WILLIAMS & ROPER, LLP, P. O. BOX 665, SILER CITY, NC 27344

mail To: Chatham County Attn: Sandra Sublett

NORTH CAROLINA

BEFORE THE CHATHAM COUNTY

CHATHAM COUNTY

BOARD OF COMMISSIONERS

IN THE MATTER OF THE CLOSING]
OF CERTAIN PORTIONS OF STREETS]
AND ALLEYWAYS IN THE VILLAGE]
OF BENNETT, CHATHAM COUNTY,]
NORTH CAROLINA]
_____]

RESOLUTION CLOSING STREETS
IN BENNETT

WHEREAS, IT APPEARS to the satisfaction of the Board of Commissioners of the County of Chatham that closing the streets requested is not contrary to the public interest and that no individual owning property in the vicinity of said streets would hereby be deprived of reasonable means of ingress and egress to the property;

NOW, THEREFORE, PURSUANT TO NCGS §153A-241, IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF CHATHAM COUNTY that the following streets or portions thereof in the Village of Bennett be, and they hereby are, permanently closed:

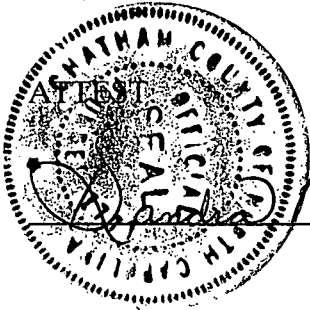
1. That portion of Moore Street located south of Buffalo Street (SR 1154) and north of Raleigh Street (SR 1161) per plat Book 6, Page 85, and Plat Book 92, Page 325, Chatham County Registry; and
2. That portion of Liberty Street located east of Moore Street and west of Randolph Street (SR 1162) per plat Book 6, Page 85, and Plat Book 92, Page 325, Chatham County Registry; and
3. Any and all alleyways that do or may exist or be shown within Block "A" and "E"

per plat Book 6, Page 85, and Plat Book 92, Page 325, Chatham County Registry.

ADOPTED THIS THE 20th DAY OF JUNE, 2005.

COUNTY OF CHATHAM

BY: *B. Mag...*
CHAIR



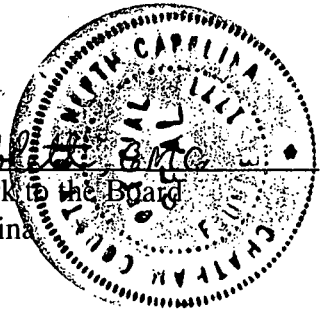
Sandra B. Sublett, CMC

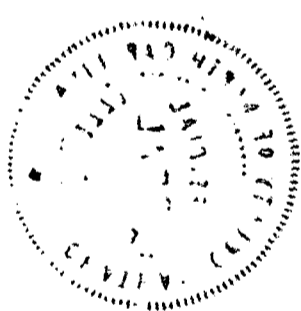
I, the Clerk to the Board of Commissioners of Chatham County, North Carolina do hereby certify that this is a true and correct copy of an Order Closing Streets in Bennett, approved at a meeting of the Chatham County Board of Commissioners on June 20, 2005, the original of which is now on file in the Office of the Clerk to the Board of Chatham County, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Chatham County, North Carolina.

This the 22nd day of June, 2005.

Sandra B. Sublett
Sandra B. Sublett, CMC, Clerk to the Board
Chatham County, North Carolina





As required by General Statute 159.13-2, the Finance Officer must submit a report on the current status of all projects each fiscal year. Below is the Annual Report on Projects. (Expenditures include Encumbrances)

		Amended Project	Year to Date Revenues / Expenditures
<u>CDBG-3M Scattered Site</u>			
Revenues:			
033-4273-343.10-00	Grant - CDBG	\$ 400,000	\$ 400,000.00
033-4273-391.85-10	Transfer from General Fund	\$ 44,362	44,311.22
Total		<u>\$ 444,362</u>	<u>\$ 444,311.22</u>
Expenditures:			
033-4273-602.81-10	Administration	\$ 40,500	\$ 40,500.00
033-4273-602.81-15	Construction	\$ 393,862	393,862.00
033-4273-602.81-17	Service Delivery Costs	\$ 10,000	9,949.22
Total		<u>\$ 444,362</u>	<u>\$ 444,311.22</u>
<u>CDBG-Stockyard Road</u>			
Revenues:			
033-4274-343.10-00	Grant - CDBG	\$ 850,000	\$ 784,508.60
033-4274-391.85-71	Transfer from Capital Reserve	\$ 102,000	102,000.00
Total		<u>\$ 952,000</u>	<u>\$ 886,508.60</u>
Expenditures:			
033-4274-602.81-10	Administration	\$ 68,000	\$ 68,000.00
033-4274-602.81-11	Construction Engineering	\$ 124,000	129,376.91
033-4274-602.81-13	Surveying/Easement Prep	\$ 16,885	16,884.00
033-4274-602.81-14	Legal/Administrative	\$ 20,000	3,340.70
033-4274-602.81-15	Construction	\$ 665,335	654,283.23
033-4274-602.81-19	Contingency	\$ 56,030	-
033-4274-602.81-20	Sewer-Repair	\$ 1,750	1,750.00
Total		<u>\$ 952,000</u>	<u>\$ 873,634.84</u>
<u>CDBG-Reuse</u>			
Revenues:			
033-4276-341.30-10	Clean Water Mgmt Trust	\$ 1,000,000	\$ 107,879.01
033-4276-343.10-10	Economic Dev Grant	\$ 600,000	600,000.00
033-4276-343.30-10	EPA	\$ 970,000	-
033-4276-392.74-30	Water - 3M Reuse	\$ 1,500,000	-
Total		<u>\$ 4,070,000</u>	<u>\$ 707,879.01</u>
Expenditures:			
033-4276-602.81-10	Administration	\$ 126,240	\$ 108,560.00
033-4276-602.81-11	Construction Engineering	\$ 366,610	202,061.90
033-4276-602.81-12	Environmental Assessment	\$ 35,000	35,000.00
033-4276-602.81-13	Surveying/Easement Prep	\$ 18,000	-
033-4276-602.81-14	Legal/Administrative	\$ 40,000	4,500.00
033-4276-602.81-15	Construction	\$ 2,555,460	-
033-4276-602.81-16	Construction Mgmt/Inspect	\$ -	-
033-4276-602.81-19	Contingency	\$ 928,690	-
Total		<u>\$ 4,070,000</u>	<u>\$ 350,121.90</u>

**Year to Date
Revenues /
Expenditures**

Amended Project

DBG-2004 Scattered Site

Revenues:			
033-4277-343.10-00	Grant - CDBG	\$ 400,000	\$ 162,484.88
Total		\$ 400,000	\$ 162,484.88

Expenditures:			
033-4277-602.81-10	Administration	\$ 40,000	\$ 21,500.00
033-4277-602.81-14	Legal/Administrative	\$ 3,000	\$ 2,897.88
033-4277-602.81-15	Construction	\$ 339,000	\$ 127,087.00
033-4277-602.81-17	Service Delivery Costs	\$ 18,000	\$ 11,000.00
Total		\$ 400,000	\$ 162,484.88

Mapping Project - Center Line

Revenues:			
060-1360-391.85-21	Transfer from E-911	\$ 153,000	\$ 153,000.00
060-1360-391.85-60	Transfer from Mapping Reserve	\$ 40,000	\$ 40,000.00
Total		\$ 193,000	\$ 193,000.00

Expenditures:			
060-1360-402.13-50	Contract Administration	\$ 193,000	\$ 178,300.00
Total		\$ 193,000	\$ 178,300.00

Parking Lot - Tragesser

Revenues:			
061-2915-391.85-28	Transfer from Equipment Reserve	\$ 159,373	\$ 159,373.00
Total		\$ 159,373	\$ 159,373.00

Expenditures:			
061-2915-407.90-46	Parking Lot	\$ 159,373	\$ 156,483.04
Total		\$ 159,373	\$ 156,483.04

SW Chatham Park

Revenues:			
062-6120-341.81-01	State Grants	\$ 250,000	\$ 250,000.00
062-6120-344.81-10	Other Grant Funds	\$ 5,000	\$ -
062-6120-344.81-20	LWCF Grant	\$ -	\$ -
062-6120-344.81-30	Baseball Tomorrow Grant	\$ -	\$ -
062-6120-347.81-10	Local Fundraising	\$ 2,267	\$ 3,252.80
062-6120-371.01-00	Interest	\$ 5,129	\$ 5,958.03
062-6120-381.03-00	Sale of Surplus Property	\$ 6,000	\$ 6,000.00
062-6120-391.85-10	Transfer from General Fund	\$ 250,000	\$ 250,000.00
062-6120-391.85-24	Transfer from Recreation Fees	\$ 12,032	\$ -
Total		\$ 530,428	\$ 515,210.83

Expenditures:			
062-6120-807.90-04	Design and Administration	\$ 37,817	\$ 29,871.59
062-6120-807.90-10	Equipment	\$ 27,385	\$ 27,365.00
062-6120-807.90-16	Professional Services	\$ 6,300	\$ 4,679.38
062-6120-807.90-40	Land Purchase	\$ 95,436	\$ 95,435.25
062-6120-807.90-41	Land Clearing, Grading, Drainage	\$ 39,261	\$ 39,661.70
062-6120-807.90-43	Facilities	\$ 300,164	\$ 305,552.93
062-6120-807.90-50	Contingency	\$ 24,065	\$ -
Total		\$ 530,428	\$ 502,565.85

	Amended Project	Year to Date Revenues / Expenditures
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School Wastewater Treatment

Revenues:

067-0000-371.01-00	Interest	\$ 5,000	\$ 4,920.12
067-0000-391.85-67	Transfer from Wastewater Reserve	\$ 28,375	\$ 28,374.87
Total		\$ 33,375	\$ 33,294.99

Expenditures:

067-0000-902.80-20	Wastewater Improvements	\$ 33,375	\$ 26,198.78
Total		\$ 33,375	\$ 26,198.78

Water Project-USDA District

Revenues:

073-4880-371.01-00	Interest	\$ -	\$ 19,215.34
073-4880-391.85-71	Transfer from Capital Reserve	\$ 37,500	\$ 37,500.00
Total		\$ 37,500	\$ 56,715.34

Expenditures:

073-4880-602.13-40	Engineering	\$ 30,000	\$ 30,000.00
073-4880-602.60-70	Southwest Chatham District	\$ 3,000	\$ 14,118.34
073-4880-602.60-71	Southeast Chatham District	\$ 2,000	\$ 13,096.65
073-4880-602.60-72	Northwest Chatham District	\$ 2,500	\$ 13,153.99
Total		\$ 37,500	\$ 70,368.98

Water Project-Westward Dist

Revenues:

073-4881-391.85-71	Transfer from Capital Reserve	\$ -	\$ 643,941.79
073-4881-392.71-33	Proceeds from Borrowing	\$ 9,169,159	\$ -
Total		\$ 9,169,159	\$ 643,941.79

Expenditures:

073-4881-607.90-40	Land	\$ 18,675	\$ 18,674.24
073-4881-607.95-01	Construction	\$ 7,396,445	\$ -
073-4881-607.95-11	Engineering	\$ 578,548	\$ 582,776.56
073-4881-607.95-12	Inspections	\$ 399,501	\$ 25,392.38
073-4881-607.95-15	Administrative Cost	\$ 78,500	\$ 50,000.00
073-4881-607.95-17	Engineering-Other Fees	\$ -	\$ 105.14
073-4881-607.95-50	Contingency	\$ 697,490	\$ -
Total		\$ 9,169,159	\$ 676,948.32

Water Project-Group B Projects

Revenues:

073-4882-391.85-71	Transfer from Capital Reserve	\$ -	\$ 476,619.47
073-4882-392.74-34	Proceeds from Borrowing	\$ 4,994,854	\$ -
Total		\$ 4,994,854	\$ 476,619.47

Expenditures:

073-4882-607.90-40	Land	\$ 100,541	\$ 100,541.00
073-4882-607.95-01	Construction	\$ 4,019,105	\$ -
073-4882-607.95-11	Engineering	\$ 247,439	\$ 254,729.62
073-4882-607.95-12	Inspections	\$ 206,399	\$ 54,000.00
073-4882-607.95-15	Administrative Cost	\$ 100,000	\$ 83,345.00
073-4882-607.95-50	Contingency	\$ 321,370	\$ -
Total		\$ 4,994,854	\$ 492,615.62

		Amended Project	Year to Date Revenues / Expenditures
<u>Water Project - North Chatham Hydraulic</u>			
Revenues:			
073-4884-391.85-71	Transfer from Capital Reserve	\$ -	\$ 97,500.00
073-4884-392.71-35	Installment Purchase	\$ 1,606,428	\$ -
Total		\$ 1,606,428	\$ 97,500.00

Expenditures:			
073-4884-607.95-01	Construction	\$ 1,293,480	\$ -
073-4884-607.95-11	Engineering	\$ 106,000	\$ 100,000.00
073-4884-607.95-12	Inspections	\$ 77,600	\$ 7,073.91
073-4884-607.95-17	Engineering-Other Fees	\$ -	\$ 58.50
073-4884-607.95-50	Contingency	\$ 129,348	\$ -
Total		\$ 1,606,428	\$ 107,132.41

Water Project - Water Treatment Plant Upgrade

Revenues:			
073-4885-391.85-70	Transfer from Utility Fund	\$ 58,868	\$ 80,868.00
073-4885-391.85-71	Transfer from Utility Reserve	\$ 862,377	\$ 862,377.00
Total		\$ 921,245	\$ 943,245.00

Expenditures:			
073-4885-607.95-02	Filter Media	\$ 263,795	\$ 263,046.76
073-4885-607.95-11	Engineering	\$ 76,050	\$ 81,160.00
073-4885-607.95-12	Inspections	\$ 20,000	\$ 5,000.00
073-4885-607.95-30	Maintenance	\$ 511,400	\$ 682,793.90
073-4885-607.95-50	Contingency	\$ 50,000	\$ -
Total		\$ 921,245	\$ 1,032,000.66

Landfill Compliance Boundary

Revenues:			
077-4950-391.85-75	Transfer from Waste Management	\$ 232,837	\$ 232,837.00
Total		\$ 232,837	\$ 232,837.00

Expenditures:			
077-4950-602.13-40	Engineering	\$ 3,923	\$ 3,922.75
077-4950-602.15-21	Wells/Abandonment	\$ 10,410	\$ 27,127.36
077-4950.607.90-40	Land	\$ 190,695	\$ 168,607.95
077-4950.607.90-41	Surveying	\$ 14,150	\$ 12,212.25
077-4950.607.90-42	Appraisal	\$ 1,850	\$ 1,850.00
077-4950-607.90-43	Legal Services	\$ 11,809	\$ 11,808.79
Total		\$ 232,837	\$ 225,529.10

FY 2005-06 Budget Ordinance

Be it ordained by the Board of Commissioners of the County of Chatham, North Carolina, that:

Section 1: Revenues.

The following budget with anticipated revenues is hereby adopted in accordance with G.S. 159 by the County of Chatham for the fiscal year beginning July 1, 2005 and ending June 30, 2006 as follows:

Bells Annex Fire District	
Fund Balance	\$700
Property Tax	\$49,853
Total Bells Annex Fire District	\$50,553

Bennett Fire District	
Fund Balance	\$2,700
Property Tax	\$76,077
Total Bennett Fire District	\$78,777

Bonlee Fire District	
Fund Balance	\$7,500
Property Tax	\$148,630
Total Bonlee Fire District	\$156,130

Bynum Canoe Access	
Fund Balance	\$8,206
Interest	\$100
Total Bynum Canoe Access	\$8,306

CDBG/Performance Bicycle	
Fund Balance	\$31,538
Total CDBG/Performance Bicycle	\$31,538

Central Chatham Fire District	
Fund Balance	\$15,000
Property Tax	\$187,389
Total Central Chatham Fire District	\$202,389

Circle City Fire District	
Fund Balance	\$19,000
Property Tax	\$412,822
Total Circle City Fire District	\$431,822

Courthouse Clock Trust	
Fund Balance	\$56,084
Interest	\$700

Total Courthouse Clock Trust	\$56,784
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Emergency Vehicle Replacement	
Fund Balance	\$178,355
Interest	\$1,100
Total Emergency Vehicle	\$179,455

Enhanced 911 Fund	
Fund Balance	\$1,625,579
Interest	\$18,000
Other Taxes/Licenses	\$364,000
Total Enhanced 911 Fund	\$2,007,579

Equipment Capital Reserve	
Fund Balance	\$947,015
Interest	\$12,500
Transfers	\$600,000
Total Equipment Capital Reserve	\$1,559,515

Facility Reserve	
Transfers	\$2,352,392
Total Facility Reserve	\$2,352,392

Forfeited Property	
Fund Balance	\$14,993
Interest	\$430
Total Forfeited Property	\$15,423

General Fund	
Fees & Permits	\$1,283,000
Fund Balance	\$4,197,731
Grants/Intergovernmental	\$7,211,303
Interest	\$300,000
Intergovernmental (Unr.)	\$255,000
Miscellaneous	\$35,329
Other Taxes/Licenses	\$592,197
Property Tax	\$36,014,454

Sales & Service	\$1,883,552
Sales Tax	\$9,972,401
Transfers	\$758,066
Total General Fund	\$62,503,033

Goldston Fire District	
Fund Balance	\$8,000
Property Tax	\$154,420
Total Goldston Fire District	\$162,420

Health Internal Service	
Interest	\$30,000
Sales & Service	\$2,816,385
Total Health Internal Service	\$2,846,385

Hope Fire District	
Fund Balance	\$10,000
Property Tax	\$268,876
Total Hope Fire District	\$278,876

Impact Fees	
Fund Balance	\$4,007,845
Grants/Intergovernmental	\$2,494,000
Interest	\$30,000
Total Impact Fees	\$6,531,845

Industrial Reserve	
Fund Balance	\$75,300
Interest	\$900
Total Industrial Reserve	\$76,200

Law Enforcement Pension Trust Fund	
Interest	\$3,000
Sales & Service	\$50,000
Total Law Enforcement Pension	\$53,000

Moncure Fire District	
Property Tax	\$292,149
Total Moncure Fire District	\$292,149
North Chatham Fire District	
Fund Balance	\$65,000
Property Tax	\$1,704,900
Total North Chatham Fire District	\$1,769,900
Parks Foundation Trust Fund	
Fund Balance	\$36,217
Interest	\$400
Total Parks Foundation Trust Fund	\$36,617
Parkwood Fire District	
Fund Balance	\$4,000
Property Tax	\$142,459
Total Parkwood Fire District	\$146,459
Personnel Savings Account	
Fund Balance	\$777,225
Interest	\$6,000
Total Personnel Savings Account	\$783,225
Recreation Fees	
Fund Balance	\$483,458
Grants/Intergovernmental	\$304,500
Interest	\$5,500
Total Recreation Fees	\$793,458

Revaluation Fund	
Fund Balance	\$3,900
Interest	\$50
Total Revaluation Fund	\$3,950
School Capital Reserve	
Fund Balance	\$3,757
Interest	\$50
Total School Capital Reserve	\$3,807
Staley Fire District	
Fund Balance	\$2,000
Property Tax	\$33,160
Total Staley Fire District	\$35,160
Utility Capital Reserve	
Fund Balance	\$1,272,604
Interest	\$6,000
Sales & Service	\$500,000
Transfers	\$1,181,669
Total Utility Capital Reserve	\$2,960,273
Utility Vehicle Replacement Reserve	
Fund Balance	\$276,412
Interest	\$2,000
Total Utility Vehicle Replacement	\$278,412

Waste Management Capital Reserve	
Fund Balance	\$235,792
Interest	\$2,000
Transfers	\$4,635
Total Waste Management Capital	\$242,427
Waste Management Fund	
Grants/Intergovernmental	\$10,000
Interest	\$7,500
Miscellaneous	\$20,000
Other Taxes/Licenses	\$70,000
Sales & Service	\$2,220,066
Transfers	\$175,000
Total Waste Management Fund	\$2,502,566
Water Fund	
Interest	\$23,000
Sales & Service	\$3,467,440
Total Water Fund	\$3,490,440
West Sanford Fire District	
Fund Balance	\$1,200
Property Tax	\$23,838
Total West Sanford Fire District	\$25,038

Section 2: Expenditures.

The following budget with anticipated expenditures is hereby adopted in accordance with G.S. 159 by the County of Chatham for the fiscal year beginning July 1, 2005 and ending June 30, 2006 as follows:

General Fund	
Buildings & Grounds	\$1,041,554
Central Carolina Community College	\$785,526
Central Permitting -- Administration	\$189,799
Central Permitting -- Fire Marshal	\$281,576
Central Permitting -- Inspections	\$604,744
Chatham County Schools	\$20,980,747
Cooperative Extension Service	\$277,428
Council on Aging	\$1,213,833
County Attorney	\$62,500
County Manager's Office	\$389,672

Court Facilities	\$78,964
Court-related Programs	\$494,522
Economic Development	\$235,395
Elections Office	\$700,768
Emergency Management -- Emergency Medical	\$1,458,074
Emergency Management -- Emergency Operations	\$387,130
Emergency Management -- Telecommunications	\$874,887
Family Resource Center	\$66,951
Finance Office	\$545,259
Fleet Management	\$121,841
General Services	\$4,204,839

Governing Board	\$417,874
Health -- Administration	\$299,861
Health -- Animal Control	\$396,896
Health -- Community Health Promotion & Advocacy	\$698,329
Health -- Environmental	\$832,317
Health -- Family Outreach and Support Services	\$741,875
Health -- Preparedness & Surveillance	\$393,391
Health -- Preventive Health Care	\$1,899,657
Health -- Sedimentation & Erosion Control	\$121,026
Human Service Agencies	\$260,453
Library	\$781,177
Management Informations Systems (MIS)	\$601,836
Orange-Person-Chatham Mental Health	\$528,382
Pittsboro-Siler City Convention & Visitors Bureau	\$90,197
Planning	\$348,057
Recreation	\$360,687
Register of Deeds	\$445,495
Sheriff's Office -- Law Enforcement	\$4,367,145
Sheriff's Office -- Jail	\$886,168
Social Services	\$10,821,821
Soil & Water	\$196,223
Tax -- Administration	\$605,838
Tax -- Land Records	\$102,713
Tax -- Revaluation	\$221,508
Utility Fund Transfers	\$1,088,098
Total General Fund	\$62,503,033
Waste Management Fund	
Waste Management	\$2,502,566
Total Waste Management Fund	\$2,502,566
Water Fund	
Water -- Distribution	\$2,608,742
Water -- Waste Water Treatment	\$32,140
Water -- Water Treatment	\$849,558
Total Water Fund	\$3,490,440

Other Funds	
Bells Annex Fire District	\$50,553
Bennett Fire District	\$78,777
Bonlee Fire District	\$156,130
Bynum Canoe Access	\$8,306
CDBG/Performance Bicycle	\$31,538
Central Chatham Fire District	\$202,389
Circle City Fire District	\$431,822
Courthouse Clock Trust	\$56,784
Emergency Vehicle Replacement	\$179,455
Enhanced 911 Fund	\$2,007,579
Equipment Capital Reserve	\$1,559,515
Facility Reserve	\$2,352,392
Forfeited Property	\$15,423
Goldston Fire District	\$162,420
Health Internal Service	\$2,846,385
Hope Fire District	\$278,876
Impact Fees	\$6,531,845
Industrial Reserve	\$76,200
Law Enforcement Pension Trust Fund	\$53,000
Moncure Fire District	\$292,149
North Chatham Fire District	\$1,769,900
Parks Foundation Trust Fund	\$36,617
Parkwood Fire District	\$146,459
Personnel Savings Account	\$783,225
Recreation Fees	\$793,458
Revaluation Fund	\$3,950
School Capital Reserve	\$3,807
Staley Fire District	\$35,160
Utility Capital Reserve	\$2,960,273
Utility Vehicle Replacement Reserve	\$278,412
Waste Management Capital Reserve	\$242,427
West Sanford Fire District	\$25,038

Section 3: Tax Levy Rate.

For Chatham County, there is hereby levied a tax at the rate of 59.7 cents (\$0.597) per one-hundred dollars (\$100.00) valuation of property listed for taxes as of January 1, 2005. For Gulf-Goldston Sanitary District, there is hereby levied a tax rate of 18.00 cents (\$0.18) per one-hundred dollars (\$100) valuation of property. The following rates (shown in cents per \$100 valuation of property) are hereby levied for volunteer fire districts:

Bells Annex	6.00
Bennett	7.00
Bonlee	6.00

Central Chatham (Siler	6.00
Circle City (Pittsboro)	7.50
Goldston	7.00
Hope (Silk Hope)	7.00
Moncure	8.00
North Chatham	6.00
Parkwood	10.00
Staley	10.00
West Sanford	9.50

Section 4: Fees.

All fees that Chatham County has authority to charge on June 30, 2005 are hereby declared to be in effect during FY 2005-06 without amendment or change as of July 1, 2005, with the exception that the following fees are hereby enacted or changed:

Sedimentation and Erosion Control Fees:

Plan Review \$250/acre

Land Disturbing Permit \$250/acre

Plan Resubmission Fee \$75

Plan Renew Fee (permit expired) \$500/acre

Environmental Health:

Well Camera Inspections Fee \$50

Section 5: Annual Financial Reports and Special Conditions.

All agencies receiving \$10,000 or more in funding from Chatham County are required to submit an audit report by April 30, 2006. Approved payments may be delayed pending receipt of this financial information.

Non-profit agencies receiving funding from Chatham County must submit a report on measurable outcomes twice per year on January 15, 2006 and July 15, 2006. Approved payments may be delayed pending receipt of this information.

The additional \$64,893 appropriation above the Manager's recommendation to the Chatham County Economic Development Corporation (EDC) is made contingent upon EDC following the North Carolina Open Meetings and Public Records Laws, effective July 1, 2005.

Section 6: Procedures for Amendment.

In accordance with N.C. General Statutes 159.9, the County Manager serves as the Budget Officer. The Budget Officer is hereby authorized to:

- Transfer funds within a department without limitation.
- Transfer amounts of up to \$5,000 between departments of the same fund with a memorandum report of such transfers at the next regular meeting of the Board of Commissioners.
- Transfer amounts of up to \$20,000 from contingency to any department with a memorandum report of such transfers at the next regular meeting of the Board of Commissioners.
- Transfer, terminate, or create positions, and transfer associated funds, without limitation, provided that actual personnel costs do not exceed budgeted

personnel costs.

- Employ temporary help from time to time to meet circumstances.
- Execute contracts provided that funds for the contract have been approved as part of the annual budget and the contract does not exceed the funds appropriated, the contract's term does not exceed one year, all applicable state laws and county policies regarding purchasing are followed, and the contract does not exceed \$20,000.
- Execute change orders provided that the change order is for a project approved as part of the annual budget or by a project ordinance approved by the Board of Commissioners, the change order does not exceed the funds appropriated, and the change order does not exceed \$20,000.
- Hire employees at a rate not to exceed the midpoint of the salary range.

Section 7: Travel Reimbursement Rates.

The reimbursement rates for travel made by County employees and officials are hereby set as follows:

A. Mileage:	\$.405/mile
B. Meals:	
Breakfast	\$ 6.00
Lunch	8.00
Dinner	16.00

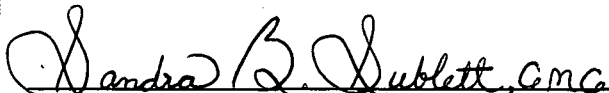
Section 8: Copies of Budget to Be Furnished.

Copies of this Budget Ordinance shall be furnished to the Budget Officer, the Finance Officer, and the County Assessor for direction in carrying out their duties.

Adopted the 20th day of June, 2005.


Bunkey Morgan, Chair
Chatham County Board of Commissioners

ATTEST:


Sandra B. Sublett, Clerk to the Board
Chatham County

JULY

**MINUTES
CHATHAM COUNTY
BOARD OF COMMISSIONERS
WORK SESSION
JULY 18, 2005**

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 July 18, 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 Chairman called the work session to order at 3:00 PM.

Work Session Agenda

1. **Water Update**
2. **Conditional Rezoning**
3. **Ag Advisory Update**
4. **Other**

The County Manager reviewed the Work Session Agenda.

GOLDSTON-GULF SANITARY DISTRICT

Vicki McConnell, Finance Officer, explained that after the Board approved the FY 2005-06 Budget Ordinance, she received a letter from the Goldston-Gulf Sanitary District stating that their tax rate of 18 cents should be reduced to 15 cents.

Commissioner Emerson moved, seconded by Commissioner Cross, to adopt an **Ordinance Amending the FY 2005-06 Budget Ordinance** by striking the Goldston-Gulf Sanitary District Tax Rate, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

CONDITIONAL REZONING

Keith Megginson, Planning Director, explained that various issues have been raised with regard to the County's conditional use permit process, sworn testimony, and how complicated the process is. He stated that Jason Sullivan came from a jurisdiction that had conditional rezoning; that this seems to make the process easier for people who are having to deal with it; that there seems to be some interest in the process; and that before the Planning Department got further into developing it, he wanted the Board of Commissioners' opinion as to whether they had an interest in pursuing the matter.

Jason Sullivan, Planner, explained the new process for the conditional rezoning. He stated that the process is a relatively new process for handling rezoning requests; that it was first started by the City of Charlotte several years ago; that until then, one could not pursue that type of zoning procedure; that they went through a series of court cases; that since that time it has been assumed that conditional zoning can be adopted; and that it is not to be confused with conditional use zoning which the County presently does.

Mr. Sullivan gave a brief overview of the County's current practices, ordinances, and a quick look at conditional zoning.

Chairman Morgan Bunkey Morgan asked if staff could obtain a written opinion from the Institute of Government.

By consensus, the Board agreed to have the Planning Department continue to develop revisions to the Zoning Ordinance to incorporate conditional zoning, send it to the Planning Board for review, and return to the Board of Commissioners with recommendations.

AGRICULTURAL UPDATE

Charlie Bolton, Agriculture Advisory Chairman, spoke about the transfer of development rights in the County. He stated that the program is one where agricultural areas of the County, including farmers and forest land owners, can get equity out of their land and keep it in agriculture; that their board was interested in further pursuing the matter; and that if the Board of Commissioners is interested, that they have several people who are interested in forming a study committee on the matter.

Commissioner Emerson moved, seconded by Commissioner Outz, to authorize the Agricultural Advisory Committee to form a diverse study group and to proceed with development details. The motion carried five (5) to zero (0).

Agricultural Advisory Committee Appointment:

Commissioner Emerson moved, seconded by Commissioner Outz, to appoint Larry Lemons, Silk Hope Road, Siler City, NC, to the Ag Advisory Board. The motion carried five (5) to zero (0). (See Agricultural Advisory Committee motion clarification below.)

Commissioner Cross moved, seconded by Commissioner Outz, to appoint Tandy Jones, 1496 Lamont Norwood Road, Pittsboro, NC to the Ag Advisory Board. The motion carried five (5) to zero (0).

BREAK

The Chairman called for five-minute break.

WATER UPDATE

Will Baker, Chatham County Utilities Director, explained that the Lystra Road water main has been laid and tied in, the two reduced pressure valves have been installed, the last one at the Governor's Club will be done on July 19th; that the tank and the booster station bids have been received and will be presented to the Board at an upcoming meeting; that a pre-construction meeting was held for the Silk Hope Road project during the past week with hopes that a ground-breaking will be held during the next few weeks; that a decision will be made within the next few days with regard to attaching the water main to the Rocky River Bridge; that this will save the County a lot of time and money if it is allowed by the State; that they are hoping that the Pea Ridge Road project will commence shortly; that with the Silk Hope and Pea Ridge Road projects he would like to invite the Board to a groundbreaking; and that they have been a long time coming and he feels that they will be very welcome.

Tim Carpenter, Hobbs, engineer with Upchurch & Associates, stated that he feels that the most important issue to be discussed is the Southeast and Southwest Chatham Water Districts; that he and the Utilities Director met with the USDA in Garner and found that there was a large sum of loan money available; that they want to fund the Southeast Water District by August 1, 2005; that there is a strong possibility that they may fund the Southwest Water District project by August 1, 2005; that this appears to be all that they will have in any upcoming fiscal year due to the economy, etc.; that the grants may be cut by another 30% this year; that the process will become more competitive; that the County is not bound to the money until they start using it; that the resolutions before the Board go along with environmental assessments; that there is a flood plain ordinance for Chatham County; that it basically states that no new houses will be built within the one hundred year flood plain; and that the County will not provide service to houses established within the flood plain after adoption of this resolution.

Water Districts:

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

See minutes of the Southwest Water District Board for action taken.

See minutes of the Southeast Water District Board for action taken.

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

Southern Supreme Waterline Engineering Services Contract:

Chairman Morgan moved, seconded by Commissioner Cross, to approve the contract for engineering services for the Southern Supreme waterline with Hobbs, Upchurch & Associates, P. A., attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Advance Notice of Expenditures:

Commissioner Outz asked that when the Board is going to spend money that information on the expenditure be sent to Board members at least a week to ten days in advance. He also asked about returning to the paper copies of the agenda and supporting documentation.

Staff encouraged anyone having a problem with retrieving documents from the internet on-line agenda process to call staff for hard copies.

Mr. Carpenter stated that American Moulding had moved into the Kaiser Roth Building in Goldston; that they were waiting for documents from them to be signed for another CDBG Grant to bring sewer from Sanford into that facility; that he hopes that Goldston will eventually have the potential for getting sewer; that they needed to get some temporary "pump and haul" permits to occupy the building for approximately fifteen employees; that most recently he delivered an application for "pump and haul" for them to sign for up to one hundred employees; and that everything seems to be moving forward; that by the time the funding is approved, it will probably take another year.

APPOINTMENTS

Agricultural Advisory Board Clarification:

Commissioner Emerson moved to withdraw his motion to appoint Mr. Larry Lemons to the Agricultural Advisory Board due to his not having a vacancy on the board. Commissioner Outz seconded the motion. The motion carried five (5) to zero (0).

Library Board:

Commissioner Cross moved, seconded by Commissioner Emerson, to appoint Valerie Harris, 45 Pine Forest Drive, Siler City, NC, to the Library Board. The motion carried five (5) to zero (0).

Commissioner Barnes stated that he would have his appointment at the next meeting.

Economic Development Commission:

Commissioner Emerson moved, seconded by Commissioner Outz, to appoint Mr. Jerry Harris, 119 North Fir Avenue, Siler City, NC, to the Economic Development Commission. The motion carried five (5) to zero (0).

Recreation Board:

Commissioner Emerson moved, seconded by Commissioner Cross, to reappoint Kelly Marshall, 232 South Third Avenue, Siler City, NC, to the Chatham County Recreation Board. The motion carried five (5) to zero (0).

NC Department of Transportation:

Chairman Morgan stated that the County Manager and he met with Mr. G. R. Kindley and staff; that they discussed a previous letter regarding road funds being cut by approximately 35%; that this is happening to the entire State; that this will not have anything to do with road maintenance; and that the funding will still be the same for the current priority list.

Site Plan Ordinance:

Commissioner Cross stated that a citizen had requested that the Board consider a site plan ordinance that would apply to properties which are zoned such that they do not presently require additional Board approval.

The County Manager explained that under the current conditional use permitting process, site plan approval is required but properties already zoned for a particular use such as business do not require site plan review.

The County Manager is to clarify this with the Planning Director.

September Board of Commissioners' Meeting:

Commissioner Barnes stated that Commissioner Cross and he would be attending a meeting in Chapel Hill on the morning of the first Board meeting in September. He stated that that they will need the meeting to adjourn by 11:00 AM.

Board of Education Meeting:

Commissioner Barnes asked about a meeting with the Board of Education to be held on August 01, 2005 to discuss school expenditures.

Chairman Morgan explained that Commissioners Emerson and Cross said that they could attend the meeting and that he had not heard anything from Commissioner Outz. He stated that he had asked the Finance Officer to attend their meetings to monitor their capital expenditures.

Commissioner Outz stated that he could attend the meeting.

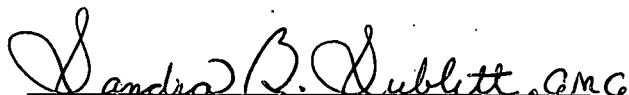
The meeting with the Chatham County Board of Education was confirmed for August 01, 2005 at 7:00 PM.

RECESS

Commissioner Barnes moved, seconded by Commissioner Cross, that the meeting be recessed to the regularly scheduled Board of Commissioners' meeting in the District Courtroom. The motion carried five (5) to zero (0), and the meeting was recessed at 5:00 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

Amendment to the FY 2005-06 Budget Ordinance

WHEREAS, historically, the Chatham County Budget Ordinance has included the Gulf-Goldston Sanitary District Tax Rate for informational purposes; and

WHEREAS, the Gulf-Goldston Sanitary District is a separate legal entity with the authority to levy its own tax rate; and

WHEREAS, the tax rate adopted by the Gulf-Goldston Sanitary District for FY 05-06 conflicts with the tax rate stated in the Chatham County FY 05-06 Budget Ordinance;

THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Chatham, North Carolina, that the FY 2005-06 Budget Ordinance be amended as follows:

That Section 3 be revised by striking through the Gulf-Goldston Sanitary District Tax Rate as shown below.

Section 3: Tax Levy Rate.

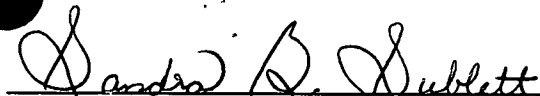
Chatham County, there is hereby levied a tax at the rate of 59.7 cents (\$0.597) per one-hundred dollars (\$100.00) valuation of property listed for taxes as of January 1, 2005. ~~For Gulf-Goldston Sanitary District, there is hereby levied a tax rate of 18.00 cents (\$0.18) per one-hundred dollars (\$100) valuation of property.~~ The following rates (shown in cents per \$100 valuation of property) are hereby levied for volunteer fire districts:

Bells Annex	6.00
Bennett	7.00
Bonlee	6.00
Central Chatham (Siler City)	6.00
Circle City (Pittsboro)	7.50
Goldston	7.00
Hope (Silk Hope)	7.00
Moncure	8.00
North Chatham	6.00
Parkwood	10.00
Staley	10.00
West Sanford	9.50

Adopted the 18th day of July, 2005.


Bunkey Morgan, Chair
Chatham County Board of Commissioners

TEST:


Sandra B. Sublett, Clerk to the Board
Chatham County

GOLDSTON-GULF SANITARY DISTRICT

Post Office Box 13
Goldston, North Carolina 27252
(919) 898-2239

Board of Directors
Johnny Clark
Charles Horner
Ray Gunter
Jeff Bright
Russell Palmer

June 30, 2005

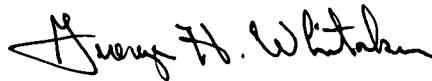
Mr. Charles Horne
Chatham County Manager
Post Office Box 87
Pittsboro, North Carolina 27312

Dear Mr. Horne:

Enclosed you will find a certified copy of the 2005-2006 Budget Resolution adopted by the Goldston-Gulf Sanitary District Board on June 28, 2005. I have mailed a copy to Ms. Horton, the Tax Supervisor. This copy is furnished to you pursuant to Section 4 and 6 of the Budget Resolution.

If anything further is needed, please let me know.

Yours truly,



George H. Whitaker
Attorney to the Board

GHW:jdw

Enclosure

GOLDSTON-GULF SANITARY DISTRICT
BUDGET RESOLUTION

Be it resolved by the Board of the Goldston-Gulf Sanitary District, Goldston, North Carolina, in session:

Section 1:

The estimated revenues expected to be available to be available during the fiscal year beginning July 1, 2005 and ending June 30, 2006 to meet the forthcoming appropriations:

Taxes-less collection expense	\$ 72,640
Interest and other	800
Water sales and tap fees	<u>223,000</u>
Total revenues	<u><u>\$ 296,440</u></u>

Section 2:

The following amounts are hereby appropriated for the expenditures during the fiscal year beginning July 1, 2005 and ending June 30, 2006 for operations.

Salaries	\$ 87,000
Employee insurance	14,300
Payroll taxes and retirement	11,084
Supplies	36,000
Professional	18,000
Insurance	11,000
Utilities	22,000
Vehicle and equipment	4,000
Office	7,200
Maintenance	19,000
Per diem	8,000
Uniforms	2,000
Water analysis	8,600
Travel	500
Lease payments	<u>4,500</u>
Total appropriations	<u><u>253,184</u></u>
Total budgeted increase in net assets	<u><u>\$ 43,256</u></u>

Section 3:

There is hereby levied for the fiscal year beginning July 1, 2005 and ending June 30, 2006 at the rate of fifteen cents on each one hundred dollars assessed valuation of taxable property as listed January 1, 2005, for the purpose of raising revenues as set forth in the foregoing estimates of revenues and in order to finance the appropriation for expenditures related to the operation of Goldston-Gulf Sanitary District.

Such rates are based on estimated total valuation of property for the purposes of taxation of \$50,975,253.

GOLDSTON-GULF SANITARY DISTRICT
BUDGET RESOLUTION (CONTINUED)

Section 4:

Copies of this budget resolution shall be furnished to the finance officer and the budget officer of Goldston-Gulf Sanitary District, to be kept on file for their direction in collection of revenues and payments of expenditures of amounts appropriated. A copy shall be furnished to the clerk of the Board of Commissioners of Chatham County, North Carolina for their direction in levying and collecting taxes for the Goldston-Gulf Sanitary District.

Section 5:

The secretary of the board shall certify a copy of Section 3 of the budget resolution to the Board of Commissioners of Chatham County as required by General Statute 130-141.

Section 6:

The Board requests Chatham County to collect taxes assessed and to retain five percent of the collections pursuant to the provisions of General Statute 130-141.

Section 7:

Capital improvements reflect various capital expenditures required to maintain the operations of the Goldston-Gulf Sanitary District.

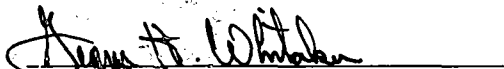
Adopted by the Board of Goldston-Gulf Sanitary District this June 28th, 2005.

I hereby certify that I am the duly elected and qualified Secretary of the Goldston-Gulf Sanitary District Board, a body politic organized and existing under the laws of the State of North Carolina; that the above is a true copy of the resolution duly adopted by the Board of said District on the 28 day of June, 2005; and that such resolution is in full force and effect and has not been amended or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and have caused the seal of the body politic to be affixed hereto this 28 day of June, 2005.


SECRETARY

Sworn to and subscribed before me
this 28 day of June, 2005.


NOTARY PUBLIC

My Commission Expires: 12-23-09

CONTRACT FOR ENGINEERING SERVICES

This AGREEMENT made this 18th day of July, 2005, by and between the **CHATHAM COUNTY**, hereinafter called the OWNER, and **HOBBS, UPCHURCH & ASSOCIATES, P.A.**, hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to construct water system improvements to serve Southern Supreme, and shall include approximately 17,000 lf of 6-inch water mains and appurtenances along Effie Welch and Hoyt Scott Roads, hereinafter called the PROJECT. It is anticipated that funding for the project shall be obtained through the NC Department of Commerce – Community Development Block Grant Program (Economic Development).

NOW, THEREFORE, the OWNER and ENGINEER, for the consideration hereinafter named, agree as follows:

The ENGINEER agrees to perform the above named PROJECT(S) professional services as hereinafter set forth.

The OWNER agrees to compensate the ENGINEER for services as hereinafter provided.

The ENGINEER'S services shall include:

SECTION I – ENGINEERING & DESIGN

1. Review preliminary engineering/infrastructure facilities plan and cost estimate.
2. Meet with Project Administrator to discuss and clarify any changes, special circumstances and/or topics of importance which may have arisen since grant award.
3. Verify the location of all utilities, existing and planned, within 50 LF of the proposed construction.
4. Verify any and all existing right-of-way within the project area.
5. Prepare applications for, and secure, any and all required regulatory permits and/or approvals including those necessary but not limited to encroachment, construction, the environment, adjacent utilities, and/or local government agencies.
6. Prepare complete construction plans and specifications in accordance with applicable regulations.
7. Prepare detailed construction cost estimate.
8. Prepare complete bid package including all required documents for Community Development Block Grant Projects.

9. Provide all necessary information for the preparation of the project bid advertisements.
10. Manage competitive bidding process including the preparation of bid packages for prospective bidders, respond to bidder inquiries concerning the technical aspects of the project, prepare any and all necessary addenda to the bid packages, attend bid opening to answer any questions as may arise, review bids for accuracy, investigate bid documents for eligibility and completeness, make recommendation to the County regarding the acceptance of the lowest eligible bid, and other technical assistance as may be requested by the Project Administrator during the bidding process.
11. Provide surveying necessary for design of proposed improvements.
12. Provide the necessary PLAT(S) OF EASEMENT for any additional right-of-way, permanent easement and/or temporary/construction easement.
 - a. Plat shall be drawn on largest sheet size acceptable to the County Register of Deeds.
 - b. Plat shall be prepared in accordance with State standards for legal plats of record and contain at least the following information: Property lines in the vicinity of the improvements, all proposed right-of-way and/or permanent easements and/or temporary/construction easements, courses and distances for the above, area of taking for each easement or right-of-way and/or easement width, and any other information as may be requested by the County's attorney, County Register of Deeds, and/or the Project Administrator.

SECTION II - CONSTRUCTION MANAGEMENT AND INSPECTION

1. Prepare formal contract documents, including any and all documents required for Community Development Block Grant Projects, for execution of the construction contract.
2. Provide construction inspection and construction management services as necessary to expedite construction in a timely fashion, insuring that total compliance with general and technical specifications are met by the successful bidder, and that construction is in strict accordance with the plans such that the County receive FIRST-CLASS workmanship and materials, and maintain accurate inspection files.
3. Prepare and issue change orders, and review any and all request for change order from the successful bidder.
4. Investigate any and all request for partial and final payments prior to approval to insure payment to bidder in accordance with the contract documents as executed and amended.
5. Conduct final inspection of construction upon completion of work by the successful bidder, and accompany County and Project Administrator on courtesy inspection prior to approval of final payment to successful bidder.
6. Prepare "AS-BUILT" record drawings and provide two (2) sets to Project Coordinator along with certification of completion and satisfaction of project requirements and recommendation of final acceptance by the County.

The ENGINEER'S services shall not include (1) Appraisals, (2) Soil Borings and Analysis; (3) Construction Stake-out; (4) Reproduction of Contract Documents beyond twenty (20) sets; (5) Environmental Impact Reports and (6) Preparation of Audit Reports and/or any other financial documents relating to the project. These services, as required, may be furnished by the ENGINEER and separately paid for by the OWNER, for a price to be subsequently agreed upon as the need for these services arises, or in the absence of such separate agreement, as specified hereinafter as "additional services", excepting those cases where the OWNER chooses to make direct payments for same.

Payment: The OWNER agrees to pay the ENGINEER for services noted in Sections I - II as follows:

- | | | |
|-----|--|---|
| I) | Engineering & Design | LUMP SUM OF TWNTY FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$25,700.00) |
| II) | Construction Management and Inspection | LUMP SUM OF TWENTY THOUSAND DOLLARS (\$20,000.00) |

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 ENGINEER shall receive progress payments based on monthly estimates as submitted to the OWNER by the ENGINEER.

Should the ENGINEER be required to render "additional services" in connection with related work upon which the work scope does not apply, the ENGINEER shall receive additional compensation for such

additional services at the hourly rates as specified on the fee schedule attached hereto as Exhibit "A" for the hours actually worked by the appropriate classification of employee.

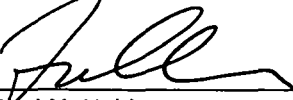
The following clauses shall be referenced in Exhibit "C" as part of this Agreement:

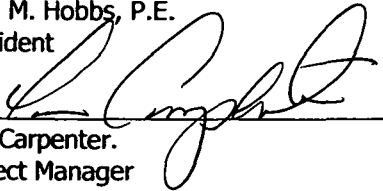
- Conflict of Interest
- Legal Remedies
- Termination
- Nondiscrimination
- Age Discrimination
- Section 504 - Nondiscrimination on the Basis of Handicap
- Executive Order 11246
- Section 3
- Copeland Act Davis-Bacon Act
- Contract Work Hours and Safety Standards
- Access to Records and Record Retainage
- Clean Water
- Clean Air
- E.O. 11738
- EPA Regulations Provisions
- Lead-Based Paint
- Lobbying

The OWNER and ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this Agreement, the day and the year first above written, which is the effective date of this Agreement.

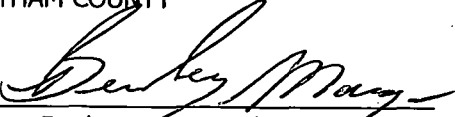
HOBBS, UPCHURCH &
ASSOCIATES, P.A.

By: 
Fred M. Hobbs, P.E.
President

Witness: 
Tim Carpenter.
Project Manager

(SEAL)

CHATHAM COUNTY

By: 
Bunkey Morgan, Chairman
Board of County Commissioners

Witness: 
Sandra A. Sublett
County Clerk

(SEAL)

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

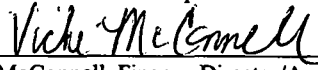

Vicki McConnell, Finance Director/Assistant County Manager

EXHIBIT "A"

HOBBS, UPCHURCH & ASSOCIATES, P.A. FEE SCHEDULE

Hobbs, Upchurch & Associates 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.

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 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	\$70.00/HOUR
CONSTRUCTION INSPECTOR	\$50.00/HOUR
COMMUNITY DEVELOPMENT SPECIALIST II	\$75.00/HOUR
COMMUNITY DEVELOPMENT SPECIALIST I	\$50.00/HOUR
ADMINISTRATOR	\$40.00/HOUR

Hobbs, Upchurch & Associates, P.A. hourly rates are inclusive of all expenses and are reflective of our competitive pricing.

Specific projects may be addressed through the hourly rate format or based on mutually agreed upon lump sum fees as may be negotiated based on a well defined scope of services.

The ultimate aim of our services and fees is to provide the client with professional assistance in a timely and cost conscious basis.

EXHIBIT "B"

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistance and other field staff to assist ENGINEER in observing performance of the Work of the Contractor. The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR.

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
- 2.2. **Conferences and Meetings:** Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. **Liaison:**
 - a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S onsite operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. **Shop Drawings and Samples:**
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample of the submittal of the submittal has not been approved by ENGINEER.
5. **Review of Work, Rejection of Defective Work, Inspections and Tests**
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.
6. **Interpretation of Contract Documents:** Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. **Modifications:** Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. **Records:**

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. **Reports:**

- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. **Payment Requests:** Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER,

noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. **Certificates, Maintenance and Operation Manuals:** During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. **Completion:**
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. **LIMITATIONS OF AUTHORITY**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR'S superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspection conducted by others except as specifically authorized by ENGINEER.

EXHIBIT "C"

CONTRACT PROVISIONS

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 subcontract, or the proceeds thereof, or 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:

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.

TERMINATION PROVISION:

As stated in 24 CFR Part 85.36:

All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

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 CLAUSE:

Age Discrimination Act of 1975, as Amended Nondiscrimination of 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.

SECTION 504 - NONDISCRIMINATION ON THE BASIS OF HANDICAP:

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.

EXECUTIVE ORDER 11246:

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 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 3:

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

COPELAND "ANTI-KICKBACK" ACT PROVISION:

As stated in 24 CFR Part 85.36:

All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

DAVIS-BACON ACT PROVISION:

As stated in 24 CFR Part 85.36:

When required by the Federal grant program legislation, all construction contracts in excess of \$2,000 awarded by grantees and subgrantees shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

Contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Pars 3, 5 and 5a.

Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week. Section 5 of the Federal Labor Standards Provisions, HUD Form 4010 sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

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 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.

CLEAN WATER, CLEAN AIR, EXECUTIVE ORDER 11738 & EPA REGULATIONS PROVISION:

Compliance with Air and Water Acts:

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, amended from time to time.

The contractor and any of its subcontractors for work funded under this Agreement which is in excess of \$100,000, agree to the following requirements:

- 1) A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- 2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
- 4) Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113c (1) of the Clean Air Act or Section 309c of the Federal Water Pollution Control Act.

LEAD-BASED PAINT CLAUSE:

The Contractor is hereby specifically made aware of the ECD lead-based paint regulations, 4 NCAC 19L, rule .1011, which are applicable to the construction or rehabilitation of residential structures. The extent that the subject matter of this contract involves residential structures, the Contractor will comply with the lead-based paint regulations.

LOBBYING CLAUSES:

Required by Section 1352, Title 31, U.S. Code:

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 agent.

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 instruction.

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.

CONTRACT FOR ADMINISTRATIVE SERVICES

This AGREEMENT made this _____ day of _____, 2006, by and between the CHATHAM COUNTY, hereinafter called the OWNER and HOBBS, UPCHURCH & ASSOCIATES, P.A., hereinafter called the ADMINISTRATOR.

WHEREAS, the OWNER intends to implement the County's FY05 CDBG - Economic Development project to serve Southern Supreme as described in the Chatham County's CDBG - Economic Development Grant Application dated September, 2005, and more particularly described as Grant No. 05-E-1449, hereinafter called the PROJECT.

NOW, THEREFORE, the OWNER and ADMINISTRATOR, for the consideration hereinafter named, agree as follows:

The ADMINISTRATOR agrees to perform for the above named PROJECT professional services as hereinafter set forth.

The OWNER agrees to compensate the ADMINISTRATOR for services as hereinafter provided.

The ADMINISTRATOR's services shall include:

GENERAL ADMINISTRATION

1. Establish and maintain a filing system in accordance with the Department of Commerce, Commerce Finance Center standards.
2. Assist the County in establishing a financial management system. Preparation of all requisitions, disbursement documentation, and preliminary approval of disbursements. The County will approve and sign all requisitions and disbursement checks. All posting of checks will be performed by the County.
3. Prepare general policy documents to be adopted by the Board of Commissioners to insure compliance with all aspects of Certification submitted to the Department of Commerce, Commerce Finance Center.
4. Assist the County in procuring other professional services, including legal, appraisal and engineering to meet the program objectives. This will include the development of advertisements, Requests for Proposals, and contract documents meeting federal requirements.
5. Coordinate with all third party professional contracts for the implementation of the project and provide assistance as needed.
6. Should project implementation mandate the submission of an amendment, prepare the amendment for submission in accordance with guidelines established by the Department of Commerce, Commerce Finance Center.
7. Prepare all Annual Performance Reports required by the Department of Commerce, Commerce Finance Center.
8. Represent the County on all monitoring visits and prepare any responses to the Department of Commerce, Commerce Finance Center monitoring reports.

9. Provide necessary assistance, if requested, during formal audits to the program.
10. Handle all aspects of Program Close-out including but not limited to public hearing notices, preparation of Final Performance Report, and Certificate of Completion.
11. Prepare quarterly status reports on accomplishments and expenditures of the project.
12. Coordinate with the industry the documentation of job creations and of financial commitments of the industry to insure that the project goals and objectives are documented as met.
13. Assume all administrative responsibility for the Department of Commerce, Commerce Finance Center program compliance and completion of all activities defined in the Chatham County's FY05 CDBG - Economic Development Grant Application.

The ADMINISTRATOR's services shall not include (1) Appraisals; (2) Legal Services; and (3) Preparation of Audit Reports and/or any other financial documents relating to the project. These services, as required, may be furnished by the ADMINISTRATOR and separately paid for by the OWNER, for a price to be subsequently agreed upon as the need for these services arises, or in the absence of such separate agreement, as specified hereinafter as "additional services", excepting those cases where the OWNER chooses to make direct payments for same.

Payment: The OWNER agrees to pay the ADMINISTRATOR for services noted as follows:

- | | | |
|----|--------------------------------|---|
| D) | General Project Administration | A lump sum fee of NINETEEN THOUSAND DOLLARS (\$19,000.00) |
|----|--------------------------------|---|

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.

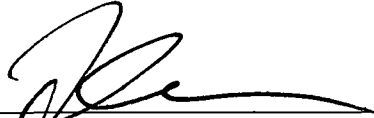
The ADMINISTRATOR shall receive progress payments based on the amount of work performed and documented as submitted to the OWNER by the ADMINISTRATOR.

Should the ADMINISTRATOR be required to render "additional services" in connection with related work upon which the work scope does not apply, the ADMINISTRATOR shall receive additional compensation for such additional services at the hourly rates as specified on the fee schedule attached hereto as Exhibit "A" for the hours actually worked by the appropriate classification of employee.

The OWNER and ADMINISTRATOR hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, they have executed this Agreement, the day and the year first above written, which is the effective date of this Agreement.


HOBBS, UPCHURCH & ASSOCIATES, P.A.

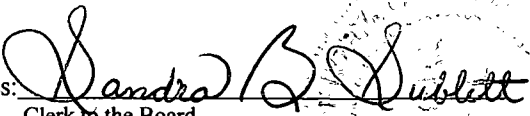
By: 
Fred M. Hobbs, P.E.
President

Witness: 
Bill Lester, Jr., P.E.
Governmental Division Manager

(SEAL)

CHATHAM COUNTY

By: 
Bunkey Morgan, Chairman
Chatham County

Witness: 
Sandra B. Sublett
Clerk to the Board
Chatham County



(SEAL)

EXHIBIT "A"

HOBBS, UPCHURCH & ASSOCIATES, P.A. FEE SCHEDULE

Hobbs, Upchurch & Associates 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.

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

Hobbs, Upchurch & Associates, P.A. hourly rates are inclusive of all expenses and are reflective of our competitive pricing.

Specific projects may be addressed through the hourly rate format or based on mutually agreed upon lump sum fees as may be negotiated based on a well defined scope of services.

The ultimate aim of our services and fees is to provide the client with professional assistance in a timely and cost conscious basis.

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
JULY 18, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the District Courtroom, located in Pittsboro, North Carolina, at 6:00 PM on July 18, 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 Chairman called the meeting to order at 6:00 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.

AGENDA AND CONSENT AGENDA

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

He informed those present that several items had been reviewed and acted on in the afternoon work session as follows:

- Item #13, Southeast and Southwest Water District Resolutions were approved
- Item #25, Variance from the Chatham County Subdivision Ordinance was postponed until the August 1, 2005 Board of Commissioners' meeting
- Item #27, Agriculture Advisory Committee Appointment was acted upon
- Item #28, Chatham County Library Board Appointment was acted upon
- Item #29, Economic Development Board appointment was acted upon
- Item #30, Recreation Advisory Board appointment was acted upon

Commissioner Outz moved, seconded by Commissioner Barnes, to approve the Agenda and Consent Agenda with the noted changes. The motion carried five (5) to zero (0).

1. **Minutes:** Consideration of a request to approve Board minutes for regular meeting held June 20, 2005 and Work Session held June 20, 2005

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

2. **Resolution for Addition of Road to the North Carolina System of Secondary Roads:** Consideration of a request to approve a **Resolution #2005-42 for the Addition of Street or Road to the North Carolina System of Secondary Roads – Weaver Trail in the Weaver Creek Subdivision**, attached hereto and by reference made a part hereof.

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

3. **Scrap Tire Disposal Contract:** Consideration of a request to approve scrap tire disposal services contract with Central Carolina Holdings, LLC (CCH), attached hereto and by reference made a part hereof.

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

4. **Public Hearing for Proposed National Incident Management System Ordinance:** Consideration of a request to set August 15, 2005 as the date on which to hold a public hearing to gain public input on the proposed Chatham County National Incident Management System Ordinance

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

5. **Sketch and Preliminary Design Approval of "Shambley Meadows, Phase II":** Consideration of a request by H & A Properties for subdivision sketch and preliminary design approval of "Shambley Meadows, Phase II", consisting of 18 lots, on approximately 35 acres, off SR #2167, Jay Shambley Road and SR #2165, Hickory Mountain-Hadley Mill Road, Hickory Mountain Township

As per the Planning Department and Planning Board recommendation, approval of the road names **Shambley Meadows Drive** and **Blarney Stone Circle** and sketch and preliminary design were granted as submitted.

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

6. **Preliminary Design Approval of "Bingham Ridge":** Consideration of a request by J & B Partners, LLC for subdivision preliminary design approval of "Bingham Ridge", consisting of 24 lots on approximately 97 acres, off SR #1536, Lamont Norwood Road, Baldwin Township

As per the Planning Department and Planning Board recommendation, the road name **Bingham Ridge Drive** and preliminary approval of the plat were granted as submitted.

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

7. **Sketch, Preliminary and Final Approval of "The Thompson Farm, Lot 15-B":** Consideration of a request by Thomas Mills for subdivision sketch, preliminary and final approval of "The Thompson Farm, Lot 15-B", consisting of one (1) lot on 5.00 acres, off a pre-existing roadbed connecting to SR #1544, Lashley Road, Baldwin Township

As per the Planning Department and Planning Board recommendation, sketch, preliminary, and final approval of the request were granted with the following condition:

1. No further subdivision of Lots 15-A or 15-B be allowed for an additional 24 months from date of approval by the Board of County Commissioners.

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

8. **Board of Elections HAVA Grant Application:** Consideration of a request to apply for Health and Human Services HAVA (Help America Vote Act) Grant under the State Board of Elections

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

9. **NCACC Voting Delegate:** Consideration of a request to appoint County Commissioner Mike Cross as the 2005 NCACC Annual Conference Voting Delegate

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

10. **CCCC Board of Trustees Appointment:** Consideration of a request to appoint Commissioner Patrick Barnes to replace Renee Dickson on the Central Carolina Community College Board of Trustees

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

11. **FY-05 Budget Transfers:** Consideration of a request to approve FY-05 budget transfers, attached hereto and by reference made a part hereof.

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

12. **Town of Siler City ETJ Member:** Consideration of a request to appoint Mickey Pore as an alternate to the Town of Siler City ETJ Board of Adjustment

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.

BOARD OF COMMISSIONERS' MATTERS

Southeast and Southwest Water District Resolutions: Consideration of a request to approve resolutions for the Southeast and Southwest Water Districts

Action on this item was taken in the afternoon work session.

PLANNING AND ZONING

The Chairman administered the oath to those in attendance who wished to make public comments.

Public Hearings:

Conditional Use Permit Request: Public hearing to receive public comments on 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 (4) acres, located on the north east corner of US Highway #15-501 and Vickers Road, SR #1719 in Williams Township

Linda Sands, DVM, 4608 Grazling Drive, Apex, NC, stated that they are proposing a full-service veterinarian hospital with luxury boarding; that they are currently only planning "Phase A" which consists of a facility for the hospital, grooming, retain and day or overnight boarding for up to thirty pets; that "Phase B" will wait until County sewer is available; that they have included a demographic study by Claritas, the same company used by the recently approved "Chatham Downs" retail area anchored by Harris Teeter; that this area can support two more vets without adversely affecting surrounding vets; that with the rapid growth of existing residential areas and recent approval of Briar chapel, there will soon be a greater need in the community for another veterinary hospital and boarding facility; that having an additional hospital and boarding facility will provide a variety of services with more choices and selection for the residents of the community, contributing to the revenue for the County; that noise is commonly the major concern of the community; that the hospital section of the building (reception, exam rooms, recovery and treatment areas) is not generally an area of much noise production; that the boarding area is of concern; that no animals will be unattended outside the building and no animals will be housed outside overnight; that another concern may be with odor; that all animal excrement will be picked up three times daily, tightly bagged, and deposited into a dumpster to be emptied weekly; that the disposal of pet remains will include being stored in a large freezer and picked up weekly by a company for cremation.

She thanked the Board for their time and attention stating that they looked forward to becoming members of the community and providing the services to its growing needs.

Travis Blake, 9668 Highway #15-501, chapel Hill, NC, stated he is an adjoining property owner; that he and his family are opposed to this facility; that the application is incomplete and misleading; that the applicant left off a number of veterinarian hospitals in the area; that the facility will be a detriment to surrounding property owners; that an alarm system will need to be installed; that they can be loud; that this is not an appropriate place for this type of facility; that the completed facility could bring 100-150 cars per day to the area; that this area can get as much as three feet of water if there is any type of blockage of the culverts; that they will be turned down for on-site wastewater and they will need to apply to the State for an alternative system. Mr. Blake's written comments and supporting documentation are attached hereto and by reference made a part hereof.

Pat Pagel, 78 Green Tree Trail, Chapel Hill, NC, stated that she is the owner of Cole Park Veterinary Hospital; that she is concerned about the inaccuracies in the needs and desirability section; that there is incorrect information about Cole Park Veterinary Hospital; that they have added 2,600 sq. feet since she bought the practice; that they have four vets and twenty-three staff members; that they have excellent potential for growth; that they offer a high quality boarding for dogs and cats; that they have the capacity for forty pets; that Sandy Pond proposes to offer some of the same services; that there are three more vets in the five mile radius that was left out of the application; that there are 9 2/3 veterinarians in the demographic area; and that it is premature at this time to have this proposal approved.

John Davis, licensed soil scientist, stated that his company did the environmental study for this project; that the wetlands have not been formally designated; and that they feel that the permit will be granted for a certain amount of flow per day.

Michelle Pineda, stated that the reported growth in the area was actually an underestimate and that it would be much greater.

William Pittman, civil engineer, stated that he is working with a company that did a study of the site and that the pond would not be breached so the point of a stream present is irrelevant.

Revision of Existing B-1 Business District: Public hearing to receive public comments on a request by Rode Enterprises, Inc to add .311 acres (13,548 square feet) to the existing B-1 Business District, located at the intersection of US Highway #1 and SR #1012, Pittsboro-Moncure Road in Cape Fear Township

Carl Rode, 8036 Pittsboro-Moncure Road, Moncure, NC, stated that he owns the Jordan Dam Mini Mart; that they are trying to do another expansion to accommodate a larger diesel area; that they own the lot next door; that they want to add this to the store frontage; and that they would leave another undeveloped lot next to this lot to buffer from the neighbors.

Jerry Taylor, PO Box 60, Moncure, NC, stated that he owns property adjacent to the proposed expansion; that he has a problem with the dust from the property now; that he wanted to make sure that there would be a fence to help separate the property from residential homes.

Randy Lanier, 1248 Lee's Chapel Road, Sanford, NC, stated that he is one of Mr. Rode's customers; that the one pump is difficult in the winter time when it is cold and raining; that the new pumps will be high volume pumps; that he has to drive 15 miles into Sanford to find off-road pumps; that the area is tight as it is and the expansion will help eliminate the congestion.

Revision of Existing Conditional Use Permit: Public hearing to receive public comments on a request by Frank Kent Dickens for an expansion and revision of the existing Conditional Use Permit for a privately owned campground, specifically for campers, travel trailers, and recreational vehicles/motor homes to add 18.7 acres (total 26 acres) to include 84 additional sites (total 105 sites) along with a swimming pool, bath house and laundry facility, to be located off SR #1916, Corinth Road in Cape Fear Township

There was no one present who wished to make public comments.

Revision to Existing Conditional Use Permit: Public hearing to receive public comments on a request by Robert Blitchington for a revision to the existing Conditional Use Permit for Michael Cates/Ferrellgas, L.P./propane gas business to a Conditional Use Permit for a contractor's office and shop on one (1) acre, located off US Highway #15-501 North in Baldwin Township

Nick Robinson, attorney representing Robert Blitchington; stated that requesting permission to change the use from an office/commercial/retail use for sales of propane gas to the public to a less intense usage as a contractor's office and ship; that if the application is approved, the use of this property for retail sales will be ended; that there will no longer be storage or propane gas on the property; that Mr. Blitchington requests that the conditional use permit be revised to allow this property to be used as a contractor's office and shop; that the property has a long history of commercial use; that it has been used for commercial purposes since prior to the adoption of zoning for the Baldwin Township in 1973; that in 1987 a conditional use permit was granted allowing use of the property as a lawn and garden center; that in 1993, the conditional use permit was amended to allow the property to be used for storage and sale of propane gas, as well as for offices for the NC Propane Gas Company; that this request is to reduce the intensity of the use to merely that of office and shop use for a contracting company; that this requested revision should have no problem meeting the five required findings; that the request meets all five findings; that the decision the Board needs to make on this is fairly straight forward from a zoning perspective; that this property has been in commercial use since prior to the adoption of the Zoning and Watershed Ordinances; and that it is an allowed conditional use and an approved existing development.

Revision to Existing B-1 Conditional Use Permit with Conditional Use Permit: Public hearing to receive public comments on a request by Cynthia Perry on behalf of Lynwood & Elizabeth Daniel for a revision to the existing B-1 Conditional Use Business District with Conditional Use Permit for an auto repair garage to a Conditional Use Permit for (1) Sporting goods sales; (2) Printing and publishing; (3) Incidental storage of goods intended for retail sales on the premises; and (4) Uses and structures customarily accessory to any permitted use, on approximately 1.28 acres, located off SR #1540, Jones Ferry Road in Baldwin Township

Cynthia Perry, 179 Hillsboro Street, Pittsboro, NC, stated that she represents Chapel Hill Sportswear; that this proposal is less intensive than the previous usage; that the current use is Shorty's Car Care; that this facility will prepare internet ordered merchandise and ship one time per day; that the previous uses of oil and gas will not be present; that this facility will consist of the existing metal garage building used for office space; that the new proposed building would be of similar design; that Linwood Daniel owns the surrounding properties; that there will be at least 3-4 jobs created; and that so much of the business depends on things outside of their control.

Modification to Existing Conditional Use Permit for a Planned Unit Development: Public hearing to receive public comments on a request by Jeff Hunter on behalf of Colvard Farms for a modification to the existing Conditional Use Permit for a Planned Unit Development, specifically for a cluster development to add one (1) acre of land and one (1) lot, (total 146 lots) located off NC #751 in Williams Township

There was no one present who wished to make public comments.

Revision to Existing B-1 Conditional Use Business District with Conditional Use Permit: Public hearing to receive public comments on a request by George Farrell on behalf of Kunal Enterprises, LLC for an extension of time on the existing B-1 Conditional Use Business District with Conditional Use Permit for limited business uses, located on the northeast side of the intersection of Bob Horton Road (SR #1744) and US Highway #64 East in New Hope Township

There was no one present who wished to make public comments.

Amendment to the Chatham County Communications Tower Ordinance: Public hearing to receive public comments on a proposed amendment to the Chatham County

Communications Tower Ordinance Article 3-2 to allow towers up to 300 feet in areas #2 and #3 when a public benefit is substantiated

There was no one present who wished to make public comments.

Communication Tower Approval: Public hearing to receive public comments on a request by Tony S. Tucker, Chatham County Emergency Operations Director, on behalf of Chatham County to construct a 300 foot self supporting lattice communications tower on a one (1) acre portion of property owned by Beatrice Teague, Parcel #3977 consisting of a total of 5.84 acres, located off SR #1006, Siler City-Glendon Road in Bear Creek Township

There was no one present who wished to make public comments.

Other Planning Items:

Variance from the Chatham County Subdivision Ordinance and Sketch Design Approval of "Fern Creek Subdivision": Consideration of a request by Cynthia Sax Perry on behalf of David C. Johnson for a variance from the Chatham County Subdivision Regulations, Section 6.4, Lots, (B) Arrangement, (3); and subdivision sketch design approval of "Fern Creek Subdivision", consisting of four (4) lots on approximately 15 acres, located off SR #1714, Sugar Lake Road, New Hope Township

As per the Planning Department and Planning Board recommendation, Commissioner Emerson moved, seconded by Commissioner Outz, to grant the variance request and approve the sketch design subdivision request with the following conditions:

1. The four lots in Fern Creek Subdivision meet the requirements of a County standard private road to have a five-acre average lot size without the benefit of lots currently being served by the western portion of the existing perpetual easement.
2. The preliminary and final plats shall have a cul-de-sac roadbed with a turn-around radius not less than forty (40) feet and a right-of-way radius of not less than fifty-five (55) feet.
3. A road maintenance agreement conforming to Section 6.2 C (2) of the Subdivision Ordinance shall be submitted for review prior to submittal of the final subdivision plat.

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

Sketch Design Approval of "Scarlet Oak": Consideration of a request by Steve Christopher for subdivision sketch design approval of "Scarlet Oak", consisting of seven (7) lots on approximately 12 acres, off SR #1530, Polks Landing Road, Baldwin Township

As per the Planning Department and Planning Board recommendation, Commissioner Outz moved, seconded by Commissioner Emerson, to grant sketch design approval as submitted. The motion carried five (5) to zero (0).

Variance from the Chatham County Subdivision Ordinance: Consideration of a request by Cynthia Sax Perry on behalf of Geraldine Williams Pollard for a variance from the Chatham County Subdivision Ordinance, Section 6.4, Lots, B (2) Arrangement

A decision on this matter was postponed until the next Board of Commissioners' meeting.

Revision to Watershed Protection Ordinance: Consideration of a request by Chatham Citizens For Effective Communities, Inc., et al for a revision to the Chatham County Watershed Protection Ordinance Section 303, Cluster Development

As per the Planning Department and Planning Board recommendation, Commissioner Outz moved, seconded by Commissioner Emerson, to deny the proposed revisions to Section 303 of the Watershed Protection Ordinance. The motion carried five (5) to zero (0).

BOARDS AND COMMITTEES

Agriculture Advisory Committee: Consideration of a request to appoint one member to the Agriculture Advisory Committee by Commissioner Emerson (1)

Action on this item was taken in the afternoon work session.

Chatham County Library Board: Consideration of a request to appoint two members to the Chatham County Library Board by Commissioner Barnes (1) and Commissioner Cross (1)

Action on this item was taken in the afternoon work session.

Economic Development Board: Consideration of a request to appoint/reappoint a member to the Economic Development Board by Commissioner Emerson (1)

Action on this item was taken in the afternoon work session.

Recreation Advisory Board: Consideration of a request to appoint/reappoint a member to the Recreation Advisory Board by Commissioner Emerson (1)

Action on this item was taken in the afternoon work session.

MANAGER' S REPORTS

The County Manager had no reports.

COMMISSIONERS' REPORTS

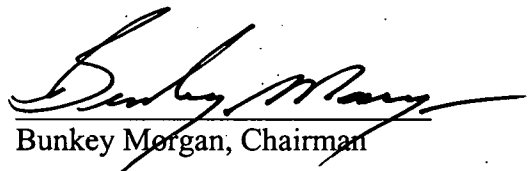
Revenue Neutral:

Commissioner Outz expressed concern about revenue neutral.

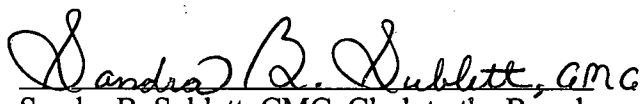
Revenue neutral deliberations ensued.

ADJOURNMENT

Commissioner Outz moved, seconded by Commissioner Emerson, that the meeting be adjourned. The motion carried five (5) to zero, and the meeting was adjourned at 7:33 PM.


Bunkey Morgan, Chairman

ATTEST:


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

COUNTY OF CHATHAM

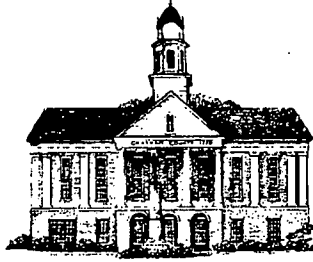
Res. #2005-42

COMMISSIONERS

BUNKEY MORGAN
Chairman

THOMAS J. EMERSON
Vice Chair

PATRICK BARNES
MIKE CROSS
CARL OUTZ



P. O. BOX 87
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

CHARLIE HORNE
County Manager

ROBERT L. GUNN
County Attorney

Phone (919) 542-8200
Fax (919) 542-8272

Resolution for the Addition of Streets or Roads to the North Carolina System of Secondary Roads

Weaver Trail in the Weaver Creek Subdivision

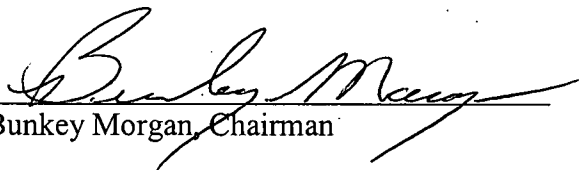
WHEREAS, Chatham County wishes to cooperate in any way possible with the North Carolina Department of Transportation, Division of Highways, to place streets and roads within the County on the North Carolina System of Secondary Roads, operated and maintained by the North Carolina Department of Transportation; and

WHEREAS, Weaver Trail is located at the centerline intersection of State Road #1907; to the centerline of cul-de-sac 1102 Ft. (0.21 mile); and


WHEREAS, Weaver Trail has been found to meet the requirements of 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 request that subject road, Weaver Trail, be added to the North Carolina System of Secondary Roads upon meeting all criteria as established by the Department of Transportation.

Adopted this, the 18th day of July, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

STATE OF NORTH CAROLINA
CHATHAM COUNTY
CENTRAL CAROLINA HOLDINGS LLC.

SCRAP TIRE RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract (" Contract") made and entered on this 1st day of May , 2005 (Anniversary date), by and between Chatham County, a political subdivision of the State of North Carolina, hereafter referred to as " County" and Central Carolina Holdings, LLC, a North Carolina Corporation, with principal business offices located at 1616 McKoy Town Road, Cameron,28326, hereinafter referred to as " Contractor".

WITNESETH

WHEREAS, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm; and

WHEREAS, the Contractor is qualified to provide collection, transportation, recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands that the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this contract.

2) Recycling and Disposal Services

a) Contractor Responsibilities

The contractor agrees to stage one trailer at the County Landfill and to transport, process, recycle or dispose of all scrap tires loaded in said trailer in accordance with all applicable state, federal, and local environmental safety laws, regulations, permits, ordinances, and standards.

b) County Responsibilities

The County shall make available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein.

STATE OF NORTH CAROLINA

CHATHAM COUNTY

3) Term

This Contract shall be in full force and effect for a period of five (5) years from the beginning May 01, 2005 through midnight April 30, 2010, unless terminated earlier per Section 7 (b) with automatically extended annual renewal terms at the end of each successive term unless either party notifies the other party in writing 30 days prior to expiration of the term of its desire to terminate this contract, in which case the term shall end as scheduled.

4) Time of Performance

Contractor shall remove each loaded trailer and replace with empty trailer within forty-eight (48) hours notice by County. The notice period shall not include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and the day after Christmas.

5) Invoices

The Contractor shall invoice the County monthly for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6 and the applicable weight tickets. Each invoice shall include a dated listing of the loads collected and transported indicating the weight per load, and the load origin.

6) Collection Disposal Fees

The County shall pay Contractor by the following schedule:

- a) The work described in section 2, including processing and transportation of all passenger and truck tires, the sum of \$66.21 per ton.
- b) All tires delivered to CCTD by the tire generators or their hauler, the sum of \$57.41 per ton.
- c) All tires collected at the County's Collection Centers by CCTD, the sum of \$0.50 per tire plus \$57.41 per ton.

The Contract shall provide for an annual adjustment for cost of business inflationary increase not to exceed 1.5%. The Consumer Price Index for Southeastern United States will be used to determine the inflationary increase.

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

STATE OF NORTH CAROLINA

CHATHAM COUNTY

7) Termination

This contract may be terminated according to either of the following provisions:

- a) **Default:** If either party hereto deems the other party hereto to be in default of any provision hereof, the claiming party shall provide notice in writing to the defaulting party of said default. If said defaulting party fails to correct the default within twenty (20) working days from the date of notice, the other party may terminate this Contract immediately. In case of such termination the party terminating this contract shall forthwith give the other party written notice of such termination.
- b) **Mutual Agreement :** This Contract may be terminated by mutual agreement of the parties hereto, at any time.

8) Force Majeure

a) **Suspension of Performance:** The performance of its duties and obligations hereunder by either party shall be suspended to the extent that such performance, in whole or in part, shall be rendered impracticable by Force Majeure.

b) **Definition: Force Majeure –** For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires floods, explosions, epidemics, boycotts, excessive fuel prices, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

c) **Notice :** In the event that either party hereto determines that a Force Majeure has occurred, or it is likely to occur, said party shall promptly furnish to the other party notice in writing of such Force Majeure , setting forth the nature of such problem, the anticipated effect thereof on said party's performance hereunder and when normal performance may be expected. In the event of excessive fuel prices of over the road diesel Contractor and County will negotiate satisfactory terms for both parties involved.

d) **No Unreasonable Delay:** Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

STATE OF NORTH CAROLINA

CHATHAM COUNTY

9) Representations

9.1) The Contractor represents, warrants and covenants to County that:

- a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.
- b) The execution, delivery, and performance of this Contract have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.
- c) Contractor has valid rights of control with respect to its plant size.
- d) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby indemnifies County against any punitive or other action resulting from or associated with Contractor's failure to do so.

9.2) County represents, warrants and covenants to Contractor that:

- a) The execution, delivery and performance of this Contract by County have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound.

10) Insurance

Contractor does hereby attest that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million (\$ 1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to the County within ten (10) days of signing Contract. Contractor shall at all times during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars.

11) Hold Harmless

The Contractor does hereby indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and

STATE OF NORTH CAROLINA

CHATHAM COUNTY

transportation of tires in accordance with the terms of this contract; and in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, The Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being brought against either of them , The Contractor will pay such judgment or comply with such decree with all costs and expenses of whatsoever nature and hold the County harmless therefrom.

12) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the general court of justice, Chatham County, N.C.

13) Miscellaneous

13.1) Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

13.2) This Contract may be changed only by agreement in writing and signed by both parties hereto.

13.3) This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and /or written.

13.4) This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

13.5) This Contract shall be governed by the laws of the State of North Carolina.

13.6) The sections and heading in the Contract are for reference purposes only and shall not effect in any way the meaning of this Contract or any part herein.

13.7) In the event that any provisions of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

STATE OF NORTH CAROLINA

CHATHAM COUNTY

13.8) All notices and other formal communications hereunder shall be made in writing and given or delivered by certified United States mail to the principal and at the address designated below. Acceptance thereof shall be deemed to constitute receipt.

Contractor

Central Carolina Holdings LLC.
1616 McKoy Town Rd.
Cameron, N.C. 28326

County

Chatham County
Waste Management Office
P.O. Box 1550
Pittsboro, N.C. 27312

13.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any similar matter.

13.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.

COUNTY OF CHATHAM

BY: *Beverly Mary*

ATTEST

Dandra B. Sublett, CMC

CENTRAL CAROLINA HOLDINGS LLC.

BY: *Tim McNeill*

ATTEST

Tim McNeill

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

*approved as to form and legality.
Fuller ...
county attorney
6/30/05*

Final Amendments to the 2004-2005 Fiscal Year Budget

Transfers - FY 2005

<u>Account Description</u>	<u>Account Number</u>	<u>Transfers In</u>	<u>Transfers Out</u>
Temporary Transfer from Utility Capital Reserve	073-4881-391.85-71	25,000.00	
Temporary Transfer to Westward Distribution	071-4881-605.85-73		25,000.00
Temporary Transfer from Utility Capital Reserve	073-4882-391.85-71	45,000.00	
Temporary Transfer to Group B Projects	071-4882-605.85-73		45,000.00
Temporary Transfer from Utility Capital Reserve	073-4884-391.85-71	165,000.00	
Temporary Transfer to North Chatham Hydraulic	071-4884-605.85-73		165,000.00
Temporary Transfer from Utility Capital Reserve	073-4887-391.85-71	50,000.00	
Temporary Transfer to Silk Hope Water Line	071-4887-605.85-73		50,000.00
Temporary Transfer from Utility Capital Reserve	073-4888-391.85-71	40,000.00	
Temporary Transfer to Jordan Lake Upgrade	071-4888-605.85-73		40,000.00
Temporary Transfer from Utility Capital Reserve	073-4890-391.85-71	205,000.00	
Temporary Transfer to Business Park Phase I	071-4890-605.85-73		205,000.00
Total Transfer from Utility Capital Reserve			530,000.00

Final Budget Amendments - FY 2005

<u>Account Description</u>	<u>Account Number</u>	<u>Revenue</u>	<u>Expense</u>
General Services Contingency	010-1710-402.69-10		(7,075.00)
Governing Board Legal Fees	010-1010-402.13-20		7,075.00
Lapsed Salaries			(400,000.00)
Transfer to Personnel Savings Fund	010-1710-405.85-31		400,000.00
Safe Start Pass-Through Revenue	010-0000-345.74-08	225,000.00	
Safe Start Pass-Through Expense	010-5811-702.52-17		225,000.00
DSS State Revenue	010-0000-341.71-01	(51,501.00)	
DSS Federal Revenue	010-0000-342.71-01	(13,499.00)	
DSS Day Care Subsidy Expense	010-5311-703.63-27		(65,000.00)
Net Additions to General Fund		160,000.00	160,000.00
Central Chatham Fire Current Yr Taxes	041-0000-301.01-00	63.00	
Central Chatham Fire Commission	041-0000-502.50-38		63.00
North Chatham Fire Current Yr Taxes	046-0000-301.01-00	146.00	
North Chatham Fire Commission	046-0000-502.50-38		146.00
Staley Fire Current Yr Taxes	048-0000-301.01-00	5.00	
Staley Fire Commission	048-0000-502.50-38		5.00
Southwest Park Other Grants	062-6120-344.81-10	1,000.00	
Southwest Park Construction Expense	062-6120-807.90-43		1,000.00
Net Additions to Special Revenue Funds		1,214.00	1,214.00

18 July 2005

To: Chatham County Planning Board
Re: Request by Sandy Pond Enterprises LLC
For a B-1 Conditional Use Permit
Fr: M. Travis and Margaret T. Blake
9668 Hwy 15-501
Chapel Hill, NC 27517
Adjacent Landowners

My family and I are strongly opposed to the granting of the conditional use permit as proposed by Sandy Pond Enterprises LLC. While the rezoning of the parcel from R-40 to B-1 may be appropriate, allowing a veterinary hospital and boarding kennel is out of harmony with the adjacent property uses and will have a dramatic detrimental effect on our property's value and deprive us of the ordinary use of our property.

In addition, the application contains inaccurate, incomplete, and misleading information. The following information is provided to the Planning Board; we request the Board closely review this information when considering Sandy Pond's application.

The information is provided by myself, M. Travis Blake, as adjacent landowner. I am President and Principal Investigator of Blake & Associates, Inc.'s environmental clients. Although I have a vested interest in this case, the Board is reminded of my qualifications. I have presented over 135 cases for rezoning and wastewater permitting in North Carolina, many here in Chatham County. I am an Environmental Engineer (MSPH), a fully accredited member of the American Industrial Hygiene Association, a developer, a licensed NC General Contractor, and a NC Landscape Contractor. I am recognized by the NC Department of Health, NC Department of Water Quality, and the US Army Corps of Engineers as an authority on conventional, zero discharge and artificial wetland onsite wastewater treatment systems.

Areas of Concern and Information for Consideration by the Board

1. The zoning regulations of Chatham County and most other counties and municipalities do not allow boarding kennels in B-1 and residential districts because these facilities have a history and potential for being a nuisance to adjacent businesses and property owners. This is the primary reason a Conditional Use Permit is required for the placement of a facility as proposed by Sandy Pond Enterprises, so the application can be scrutinized as to whether or not the proposed facility is compatible with surrounding uses. Similar facilities have been routinely allowed in agriculture districts and in B-1 and industrial settings, but only where the facility is planned for by using increased setbacks and modified construction practices for the purposes of attenuating attenuate sound, visual, and odor problems and additionally ensuring adequate security similar to adjacent usages.
2. The statement of need and demographic information provided in a zoning application depends on projections, assumptions and the quality of research. The following, which

are are presenting, is based on information from the US Census Bureau, Chatham County Yellow Pages, and business interviews. The conclusions of Sandy Pond are questionable.

- a. The information on existing practices and their potential for growth is inaccurate.
 - b. The applicant's demographics DO NOT include mention of the following veterinarians serving the area within the five-mile radius:
 1. Dr. Adriano Betton, Mobile Small Animal Veterinarian.
 2. Dr. Elaine Gregg, Horsefeathers Mobile Veterinary Service (65% small animal).
 3. Village Veterinary Hospital, Mt. Carmel Church Rd. (across from Governor's Club); one veterinarian practice scheduled to open August 2005.
3. The statement that the facility will not have a detrimental impact on surrounding property owners is also challenged. (Finding #3)
- a. The proposed facility will require a security alarm system to protect the storing of controlled substances and the escape of animals. Besides the real possibility of actual intrusions and escapes, there are always false alarms. The silent and exterior alarm system would be an additional nuisance to current adjoining property owners and increase the patrol and manpower needed to police this facility.
 - i. Alarm systems for these facilities are not the usual residential systems. They are usually controlled by sophisticated motion- and noise-detectors which are prone to false alarms and are designed to be extremely loud to scare away vandals and thieves.
 - ii. We are concerned that this facility will necessitate an objectionable amount of security lighting as exists in and is required for similar facilities. Again, we object to this additional taking of our ordinary use of our property.
 - iii. The subject property is located in the path of traditional deer crossing of 15-510. At least for some unknown period of time the deer will be setting off the exterior light motion detectors.
 - iv. These facilities are best located in areas containing businesses with similar security concerns, not in the middle of a quiet rural area.
 - v. From information gathered, there seems to be no 100% escape-proof cages. This is additional source of the activation of middle-of-the night alarms from these facilities.
 - vi. The presence of this facility may also increase the risk of criminal activity in the immediate area affecting the health, safety and welfare of the immediate community.
 - b. Given the size of the proposed facility (a proposed employment of 16 people and facilities of almost 10,000 SF), the vehicular traffic at the intersection of Vickers Road and 15-501 will have a definite effect on the residents of Vickers Road and MacGregor Woods, and -- until any improvement by Briar Chapel of Hubert Herndon Road takes place -- the residents of Herndon Woods will also be affected.

- i. The facility will probably serve over 100 clients per day. Details should be provided by the applicant verifying that this translates to 100 cars more or less per day.
 - c. The Board should to be aware that there are at least two early-morning and afternoon school buses that use Vickers Road and Hubert Herndon Road to pick up and drop off school children. Veterinary facilities typically open early to allow drop-off of pets for treatment and grooming; clients will be returning for pick-up of pets during the same time as the buses return to drop off children. The congestion at these locations and these times especially without traffic controls may be an undesirable risk to these children.
 - d. The landscape plan as drawn would require the removal of very large trees on the property line with our property and replace them with small shrubs; this is entirely unnecessary. In addition, the existing vegetative barrier is in what may be a 50' stream setback. Regardless, if the facility is approved in any form we would request a 50' setback from the property line and that the wetland and vegetation in this area be protected.
4. The facility as proposed will create a noise nuisance. The applicant proposes what seems to be a number of unattended play areas. This will be an objectionable source of daytime noise and if the animals are left out for any reason, this activity will create additional problems at night.
 - a. The architectural specifications are not provided, only what can be done or may be done during construction. Other communities with noise nuisances from dog kennels have taken an approach that if dogs can be heard outside the building at 20' and 50' measured with decibel meters by a police officer (permitted levels vary) the facility is a nuisance.
 - b. If the facility is permitted as proposed there is the potential for multiple complaints that must be addressed by local law enforcement personnel that surely have better things to do than to answer noise complaints.
 - c. The topography of this site is in what can best be described as a "hollow." If noise is a problem, it will primarily affect our residence, but at certain levels will affect anyone living in the hollow, which includes residents of Herndon Woods and portions of Briar Chapel.
 - d. The landscape plan as specified will allow more noise and visual objections from our property than the existing vegetation, not less.
 - i. Plants have little affect on noise attenuation.
5. Veterinary hospitals, clinics, and dog kennels use a number of controlled substances, chemicals, and biological products. In addition, they generate a number of biological hazards that if allowed to enter the watershed area will contaminate streams and water supplies.
 - a. The applicant has provided a summary of how some of these substances will be handled. The plumbing plans for many veterinary clinics I have reviewed show a floor drain in a number of the rooms. This drain is designed to lead to the wastewater treatment system, but may easily be directed to discharge with the building drainage system either by design or error.

- i. The applicant has indicated they plan to have “pet water playtime in a kiddie pool.” Where will this water go?
 - b. Some counties and municipalities have required an approved facility to agree not to perform x-rays or use any other radioactive medical procedures to avoid environmental release of radioactive materials. There is a distinction made in the attached letter from NC Department of Environmental Health between facilities with x-rays and without. There are additional requirements for facilities with x-rays, but the regulations do not address the use of other radioactive agents used in a veterinary practice, such as the treatment of hypothyroid cats with radioactive drugs.
 - c. Much of the lower area is a wetland. As such an area it is also an aquifer recharge area. The soil report did not characterize this area, but it is possible there is a chance for aquifer contamination from chemical, radioactive and biological discharges from the facility.
6. Although the area on the subject property from 15-501 to the existing pond is not on the USGS maps as being a wetland, much of this lower area is indeed a wetland as defined by the USGS; it is also flow retention area and aquifer recharge area. The soil report clearly states that a stream may form once the pond is breached. The investigator for the applicant was therefore aware of the wetland type conditions below the pond on the subject property. The 50 foot setback alluded to by the soil scientist will have to continue along the property line requiring a 50 foot setback from this stream. (See attached Document B Mark-up.)
 - a. Applicant states that the drainage plan will control 1/2” of runoff. Without time to properly study the drainage I can only use observation and experience to predict the runoff potential. I estimate that the storm water plan will need to accommodate 6” to 12” of runoff not ½”. In addition, only a minor obstruction of the culvert under 15-501 will cause the water in the lower elevations to rise 18” or more. During severe winter storms this area can be under 3 or more feet of water. There is no acknowledgement of this factor; we suspect because the applicant did not allow time for a competent hydrological flow study which needs to be done before considering the site for construction.
7. The wastewater calculations are inaccurate. The attached letter from the NC Department of Environmental Health outlines the design criteria for dog kennels and veterinary clinics. Based on the information provided by the applicant the true wastewater design load for Phase A is 1,595 GPD (Phase B will require an additional 860 to 900 GPD), not the 600-800 GPD stated in the application as the capacity needed and the treatment capacity of the available soil. The soil report’s stated available capacity has a number of notations by the soil scientist that the capacity may not be available for various reasons (e.g. “pond may need to be breached (drained),” “treatment area has not been verified”).
 - a. Once the application to Chatham County is rejected for lack of suitable soil, the applicant plans to submit a wastewater design to the NC Department of Water Quality (NCDWQ) to permit a drip wastewater treatment system.
 - b. The submission to the NCDWQ will also ask for a reduction in flow based on other similar facilities. The attached design criteria are based on the fact that

veterinary clinics and dog kennels produce industrial-type waste. Flow rates for a facility on a municipal or community system do not translate to an exotic onsite wastewater system.

- c. According to the application Phase B will require an additional 860 to 900 GPD.
- d. No information was given as to the number of employees between Phase A and B so all employees were assigned to Phase A in this document.

8. We would hope the Board realizes that the letter with “neighborhood signatures” provided by the applicant, as coming from neighbors is not for this site. None of the people who signed this application are from adjoining properties and there is no indication that they know their names are being used for a different site. As is much of this application it seems to be an effort to re-use existing information from a failed endeavor and adapt it to the current subject property. This would explain a number of errors and omissions.

Conclusion

I received the notification letter on July the 12th 2005 upon returning from vacation, giving me less than a week to respond. It is normal for me to include more supporting citations than have been provided in this document. At the Board’s request, I will provide any supporting information required in a timely manner.

That said, I have consulted past zoning cases I have preformed for similar facilities. Veterinary hospitals/clinics and well-managed dog kennels are very much needed facilities. However, this applicant has failed to take the time to understand the property on which they plan to locate their facility and have made numerous errors and omissions in documenting their request to the Chatham County Planning Board. The subject property is not suited for this facility and there are a number locations nearby that are well suited for such a facility if the applicants are willing to take the financial risk.

If the Board finds that Sandy Pond LLC may locate on the subject property, we ask that all the information in this document be considered so that appropriate conditions are attached concerning the size, use and operation of any approved facility.

Respectfully submitted,

M. Travis Blake

M. Travis Blake, *MSPH-ESE, NCGC, NCLLC, AIHA*
919-968-8848
tblake@blakeassoc.net

State of North Carolina
Department of Environment,
Health and Natural Resources
Division of Environmental Health

James B. Hunt, Jr., Governor
Jonathan B. Howes, Secretary

April 26, 1996



MEMORANDUM

TO: Environmental Health Supervisors

THROUGH: Local Health Directors

FROM: Linda C. Sewall, Director

SUBJECT: Permitting of Certain Facilities Generating Industrial Process Wastewater

The On-Site Wastewater Section has determined, based on wastewater characteristics, that the industrial process wastewater generated by certain facilities is comparable to the wastewater generated by facilities which are considered to generate sewage, including restaurants, meat markets, and beauty shops. These include:

1. Dog Kennels and/or Veterinary Clinics **without X-Ray Facilities**
2. Medical Offices **without X-Ray Facilities**
3. Coin-operated Laundromats **without Dry Cleaning Facilities**

For these facilities, the On-Site Wastewater Section shall consider plans and specifications for subsurface wastewater systems to be approved without further State review if the local health department's authorized agent determines that the following criteria have been met:

1. An application is made and the local health department determines compliance with applicable sewage rules (15A NCAC 18A. 1900 et. seq.).
2. The attached criteria for each of the above facilities describing flow rates and special design and management considerations are adhered to.
3. The requirements for the system design to be prepared by a registered professional engineer, and for State review of plans and specifications shall be in accordance with 15A NCAC 18A.1938(d) and .1938(e), respectively. **This includes the requirement for further State review and approval of plans and specifications for all systems serving a design unit with a design flow greater than 3000 gallons per day. This requirement shall also apply whenever the attached criteria are proposed not to be followed.**

On-Site Wastewater Section

P.O. Box 27687, Raleigh, North Carolina 27611-7687 Telephone 919-733-2895 FAX 919-715-3227 An Equal Opportunity Affirmative
Action Employer 50% recycled/ 10% post-consumer paper

Environmental Health Supervisors
Page 2

It is also recognized that other industries that do not fit within the specific categories listed above may also generate wastewaters with pollutant strengths which are lower than or equal to sewage, and do not require specialized pretreatment equipment. Upon the request of the Local Health Department, the On-Site Wastewater Section will review on a case-by-case basis the proposed wastewater of any such industry and inform the Local Health Department in writing whenever further State review and approval of system plans and specifications is not required.

Note that for other industrial facilities such as vehicle washes, funeral homes, slaughterhouses, photo processors, printers, and any other facility producing wastewater other than sewage not specifically described above, subsurface wastewater system plans and specifications shall be submitted to the On-Site Wastewater Section for review and approval prior to permitting or construction authorization by the local health departments.

Training on these criteria will be provided during the ongoing Advanced Systems Workshops. If you have any questions or comments concerning the approval and permitting of industrial facilities, please contact Joe Pearce by telephone at (919)715-3270, by facsimile correspondence at (919)715-3227, or by Internet E-mail at <joe.pearce@ncmail.net >.

Cc: On-Site Wastewater Section
Sewage Program Mailing List
Consultant's Mailing List

**INDUSTRIAL PROCESS SUBSURFACE WASTEWATER SYSTEM
DESIGN CRITERIA FOR
DOG KENNELS AND/OR VET CLINICS WITHOUT X-RAY FACILITIES***

1. Flow shall be determined as follows:

Dog Kennel Only:

10 gpd per dog or per run, whichever is greater, plus 25 gpd per employee.

Vet Clinic Only:

150 gpd/1000 sq. ft. of clinic area plus 25 gpd per employee.

Vet Clinic and Dog Kennel:

150 gpd/1000 sq. ft. of clinic area plus 25 gpd per employee plus 10 gpd per dog boarded.

2. Screens to catch hair and other solids shall be provided at the floor drains or, if a trench system is used, at the inlet to the collection pipe
3. Rain water must be prevented from entering the wastewater subsurface system.
4. Two state-approved septic tanks, with access openings extended to finished grade shall be installed in series. The capacity of each tank shall be sufficient to handle the total flow and shall be determined in accordance with 15A NCAC 18A. 1952(b).
5. The first septic tank shall receive only process wastewater generated at the dog kennels (no toilet wastewater). The second septic tank shall receive effluent from the first tank, in addition to sewage, if any.
6. The effluent end of the first septic tank shall be fitted with a filter capable of filtering animal hair. The second septic tank shall have an effluent filter or a standard effluent sanitary, tee.
7. Graveless nitrification trench systems [1956(3)(a)] shall not be used.
8. Approved chamber trench systems and polystyrene trench systems [15A NCAC 18A .1969 (3)], may be used. The design (equivalent) trench width and equivalency factor shall not exceed the excavated trench width (no reduction in area from comparable conventional trench system shall be permitted).
9. For low pressure pipe systems [. 1957(a)] the long-term acceptance rate shall not exceed the mean rate for the applicable soil group.
10. Operation and Maintenance procedures shall be agreed upon by the owners and made conditions of the operation permit, including:
 - a. The provisions of 15A NCAC 18A. 1961 shall be met.
 - b. Soaps, shampoos, and other cleaning agents shall be biodegradable. Synthetic pesticides and insecticides (e.g. those used in the treatment for ticks) shall not be discharged in the system.

**DESIGN CRITERIA FOR
DOG KENNELS AND/OR VET CLINICS WITHOUT X-RAY FACILITIES*
(CONTINUED)**

- c. A Material Safety Data Sheet of each chemical used at the facility shall be provided to the health department.
- d. Disinfectants shall not be used during washdown. Cages and runs may be disinfected manually without rinsing.
- e. Hoses shall be fitted with pressure spray devices to control flow and minimize water loss.
- f. Solids deposited in the runs shall be raked or otherwise prevented from entering the subsurface system.
- g. The hair filter in the first septic tank shall be cleaned weekly.

***NOTE FOR DOG KENNELS AND/OR VET CLINICS WITH X-RAY FACILITIES:**

- I. Wastewater System Plans and specifications shall be prepared by a professional engineer and approved by the On-Site Wastewater Section.
- II. All criteria for Dog Kennels and/or Vet Clinics without X-Ray facilities shall also be met.
- III. Spent fixer and developer solutions shall be handled off-site by a specialized hazardous waste hauler. No virgin or spent fixer and developer solutions shall be discharged into the subsurface system.
- IV. Rinse bath wastewater only may be discharged after treatment by a silver recovery unit. Silver recovery unit plans and specifications including treatment capacities, and predicted discharge silver concentration must be provided. Maintenance procedures shall include the replacement or replenishment of the silver recovery unit at 50 percent utilization, and the requirement to maintain a contract for unit service. Operational controls required may include periodic sampling of the effluent and of the groundwater for Total Silver concentration.

AUGUST

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
AUGUST 01, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 9:00 AM on August 01, 2005.

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

Absent: County Attorney, Robert L. Gunn

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.

The Chairman asked that the minutes of the July 18, 2005 Board of Commissioners' meeting be removed from the Consent Agenda for discussion and that his appointment to the Human Relations Committee be deferred until a later date.

Commissioner Emerson asked that his appointment to the Human Relations Committee be added to the Agenda.

Chairman Morgan asked that Item #6, consideration of a request to amend the Chatham County personnel Policy and adoption of resolution be removed from the Consent Agenda and placed on the Regular Agenda for discussion.

Commissioner Cross asked for a clarification in the July 18, 2005 work session minutes regarding the one-hundred-year flood plain.

Commissioner Barnes moved, seconded by Commissioner Outz to approve the Agenda and Consent Agenda with the noted requests. The motion carried five (5) to zero (0).

CONSENT AGENDA

1. **Minutes:** Consideration of a request to approve Board Minutes for regular meeting held July 18, 2005 and Work Session held July 18, 2005

The minutes were removed from the Consent Agenda for correction and approval at the August 15, 2005 Board of Commissioners' meeting.

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

A. Forest Light Lane B. Paige Boulevard

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. **Relief of Discovery Penalty for Business Personal Property:** Consideration of a request to deny request for relief of discovery penalty on business personal property for Donald and Theresa Stevens. The letter is attached hereto and by reference made a part hereof.

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

5. **Budget Amendments:** Consideration of a request to approve Fiscal Year 2005-2006 Budget Amendments, attached hereto and by reference made a part hereof.

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

6. **Chatham County Personnel Policy Amendment:** Consideration of a request to amend the Chatham County Personnel Policy and adopt **Resolution Amending the Chatham County Personnel Policy: Position Classification and Pay Plan**, attached hereto and by reference made a part hereof.

This item was removed from the Consent Agenda and placed on the Regular Agenda for discussion.

END OF CONSENT AGENDA

BOARD OF COMMISSIONERS' MATTERS

Chatham County Personnel Policy Amendment: Consideration of a request to amend the Chatham County Personnel Policy and adopt **Resolution Amending the Chatham County Personnel Policy: Position Classification and Pay Plan**

Carolyn Miller, Human Resource Manager, explained that the amendment to the Chatham County Personnel Policy was to ensure that authorities granted to the County Manager in the budget ordinance are properly reflected in the personnel policy.

Commissioner Emerson moved, seconded by Commissioner Cross, to amend the Chatham County Personnel Policy and adopt **Resolution #2005-43 Amending the Chatham County Personnel Policy: Position and Classification and Pay Plan**, attached hereto and by reference made a part hereof.

PUBLIC INPUT SESSION

There was no one present who wished to make public comments.

PLANNING AND ZONING

Variance from the Chatham County Subdivision Ordinance: Consideration of a request by Cynthia Sax Perry on behalf of Geraldine Williams Pollard for a variance from the Chatham County Subdivision Ordinance, Section 6.4 Lots, B (2) Arrangement

After considerable discussion and as per the Planning Board recommendation to grant the request consisting of the four conditions, Commissioner Emerson moved, seconded by Commissioner Outz, to grant the variance request with the additional condition that an escrow account will be established for Item #1 below prior to the closing of the first lot or parcel and that Item #1 below will be completed before the first building permit is granted:

1. A cul-de-sac be constructed on the Pollard property (Lot G) with an adequate turn-around which has a roadbed with a radius not less than forty (40) feet. The radius of the right-of-way of the turn-around shall not be less than fifty-five (55) feet. The cul-de-sac shall be constructed at a minimum to an all weather travel surface.

2. The current landowner, Geraldine Williams Pollard, shall become a party to the existing road maintenance agreement by legal documentation to be recorded in the Office of the Chatham County Register of Deeds.
3. The subdivision of Lot G may be approved by staff as a minor subdivision after documentation, by a licensed surveyor/engineer, of the completion of the cul-de-sac.
4. All other requirements of a minor subdivision must be completed prior to approval of the minor subdivision by staff.

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

BOARD OF COMMISSIONERS MATTERS

Resolution Honoring Bill Bussey: Consideration of a request to adopt Resolution Honoring Bill Bussey

The Chairman read the resolution in its entirety.

Commissioner Outz moved, seconded by Commissioner Cross, to adopt **Resolution #2005-44 of Appreciation Honoring Bill Bussey for His Service to Chatham County**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

EMERGENCY OPERATIONS

Renewal of Emergency Medical Franchise for EMS, Rescue Squads and Fire Departments: Consideration of a request to renew Emergency Medical Franchise for EMS, Rescue Squads, and Fire Departments

Commissioner Emerson moved, seconded by Commissioner Cross, to approve the requests for Emergency Medical Franchise to all EMS, rescue squads and fire departments as listed on Attachment A. The motion carried five (5) to zero (0). Attachment A is attached hereto and by reference made a part hereof.

Commissioner Outz asked that Staff ask for a copy of the First Health audit.

BOARDS AND COMMITTEES

Ag Advisory Committee: Consideration of a request to appoint/reappoint a member to the Ag Advisory Committee by Commissioner Cross

Commissioner Cross moved, seconded by Commissioner Outz, to reappoint Keith Stanley, 340 Autumn Drive, Siler City, NC, to the Ag Advisory Committee. The motion carried five (5) to zero (0).

Human Relations Committee: Consideration of a request to appoint a member to the Human Relations Committee by Commissioner Emerson

Commissioner Emerson moved, seconded by Commissioner Barnes, to appoint Scott Ford, 215 South Fir Avenue, Siler City, NC, to the Human Relations Committee. The motion carried five (5) to zero (0).

CVB Advisory Committee: Consideration of a request to appoint/reappoint a member to the CVB Advisory Committee by the full Board

Chairman Morgan moved, seconded by Commissioner Outz, to table this appointment until the next Board of Commissioners' meeting. The motion carried five (5) to zero (0).

Chatham County Library Board: Consideration of a request to appoint a member to the Chatham County Library Board by Commissioner Barnes

Commissioner Barnes moved, seconded by Commissioner Outz, to appoint Cindy Edwards, 440 Salisbury Street, Pittsboro, NC, to the Chatham County Library Board. The motion carried five (5) to zero (0).

BOARD OF COMMISSIONERS' MATTERS

Southeast Water District Loan Application: Consideration of a request to approve the Southeast Water District loan application

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

See minutes of the Southeast Water District Board for action taken.

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

Group B - Pea Ridge Road Transmission Mains:

Commissioner Emerson moved, seconded by Commissioner Barnes, to award the Pea Ridge Road transmission main project to Reynolds, Inc. based upon the base bid amount of \$5,384,142.00 contingent upon approval of bids by NCDENR-Public Water Supply – SRF Unit and negotiation with Reynolds, Inc. for reducing the alternate pricing for rock boring. The motion carried five (5) to zero (0).

North Chatham Hydraulic Improvements – (Contract 1) Elevated Tank & Booster Pump Station:

Commissioner Emerson moved, seconded by Commissioner Barnes, to award the project to the second low bidder, CBI Constructors, for the construction of a 500,000 gallon elevated spheroid tank and booster pump station in the amount of \$1,795,000 subject to approval by the County Attorney. The motion carried five (5) to zero (0).

MANAGER' S REPORTS

The County Manager had no reports.

COMMISSIONERS' REPORTS

Joint Meeting with Board of Education:

The Chairman reminded the Board of the joint meeting with the Chatham County Board of Education at their Administrative Offices beginning at 7:00 PM.

Impact Fees:

Commissioner Cross explained an issue regarding the possibility of a citizen paying impact fees twice on a mobile home that is to be moved from one location and relocated approximately one mile away. A discussion ensued and the Board asked that Staff look into this issue and report back to the Board.

Will Atwater:

Commissioner Barnes informed the Board that former Commissioner Bob Atwater's son, Will, was severely injured in a saw accident on Friday, July 22nd. He stated that he endured a three-hour operation on his nose, but has since returned home. He asked for special prayers for the young man.

Meeting with Jackie McLamb:

Commissioner Outz asked about a meeting with Jackie McLamb with the USDA from the local Garner office regarding available resources for County use.

Renee Dickson affirmed that the meeting with Mr. McLamb will be held at 2:00 PM on August 15th during the afternoon work session. Commissioner Outz asked that the Economic Development Board be invited to attend the meeting.

County Signs:

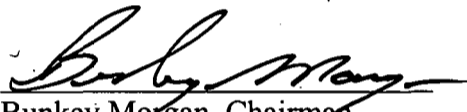
Commissioner Outz stated that Mary McClure had asked about serving on the committee to enhance the "Welcome to Chatham County" signs posted on US Highway #15-501.

Low-Income Grants:

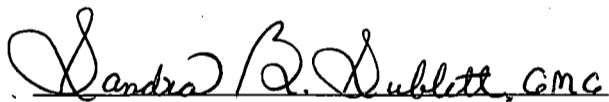
Commissioner Emerson stated that the County Manager is working on a \$75,000 grant that would assist low-income citizens in connecting their tap-ons to County water through the Division of Community Assistance.

ADJOURNMENT

Commissioner Barnes moved, seconded by Commissioner Outz, to adjourn the regular meeting to the scheduled work session. The motion carried five (5) to zero (0), and the meeting was adjourned at 10:37 AM.


Bunkey Morgan, Chairman

ATTEST:


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

DATE 6/1
TIME 11:26
USER TINA
TAX

BOARD REVIEW OF CORRECTED RECEIPTS REPORT
CHATHAM COUNTY

1
LOG# CL2182

DEPOSIT DATES 5/01/2005 THROUGH 5/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
1995	ROWLAND COTTON	5/02/2005	86298 124		408.87				NO BUSINESS EQUIP
1995	WATTS PHILLIP B	5/18/2005	90826 100		57.79				MH SOLD IN 1990
** YEAR TOTALS **					466.66				
1996	ROWLAND COTTON	5/02/2005	31478 124		450.45				NO BUSINESS EQUIPMENT
1996	WATTS PHILLIP B	5/18/2005	36418 100		58.36				MH SOLD IN 1990
** YEAR TOTALS **					508.81				
1997	ROWLAND COTTON	5/02/2005	138606 104		404.25				NO BUSINESS EQUIPMENT
** YEAR TOTALS **					404.25				
1998	ROWLAND COTTON	5/02/2005	218829 104		404.25				NO BUSINESS EQUIPMENT
** YEAR TOTALS **					404.25				
2001	BARKER DAVID RAY	5/02/2005	483721 101					100.00	REFND SWFEE/DBLT 00782
** YEAR TOTALS **								100.00	
2002	BARKER DAVID RAY	5/02/2005	584935 101					100.00	REFND SWFEE/DBLST 0078
2002	ELLIS BRENDA INEZ	5/24/2005	597475 103		25.71				BOAT SOLD
2002	ROWLAND COTTON	5/02/2005	624141 104		294.59				NO BUSINESS EQUIPMENT
** YEAR TOTALS **					320.30			100.00	
2003	BARKER DAVID RAY	5/02/2005	689094 101					115.00	REFND SWFEE/DBLST 0078
2003	HENDERSON RENEE	5/05/2005	703438 107		9.17				BULD GONE FOR 3 YEARS
** YEAR TOTALS **					9.17			115.00	
2004	CARROLL GEORGE BAILEY	5/27/2005	894512 106			73.09			DOUBLE LISTED NEW TAG
2004	JOHNSON HAROLD	5/25/2005	869797 107			20.85			TAG TURNED IN 3/3/05
2004	ROBERSON ROBERT OREN JR	5/16/2005	873027 106			21.23			PER BILL OF SALE UTILI
2004	SMITH CYNTHIA GLENDORA	5/10/2005	816482 107			89.64			PAID 1300 - 2004
2004	ALDRIDGE RONNIE LEE	5/31/2005	922360 107			5.33			HAS 156469 MILES
2004	ATKINS SABRINA CHANISHA	5/31/2005	926586 104			105.31			VEH IN MOORE CO/TRANSF
2004	BEAU JAMES ALLEN	5/19/2005	823184 106		4.85				NO LONGER OWN
2004	BIONDI DAVID ERIC	5/31/2005	924255 109			10.13			HIGH MILEAGE ON VEHL
2004	BIONDI DAVID ERIC	5/31/2005	924256 109			13.09			HIGH MILEAGE ON VEH
2004	BRADY THOMAS LEON SR	5/18/2005	925055 113			21.49			SITUS IN RANDOLPH CO
2004	BRADY THOMAS LEON SR	5/18/2005	926486 113			21.49			SITUS IN RANDOLPH CO
2004	BRAFFORD JODY MITCHELL	5/31/2005	915406 104			14.14			HAS HIGH MILES 170,000
2004	BREWER KRIS EVAN	5/25/2005	925703 113			204.75			RELEASED TO CATAWBA CO
2004	BROWN DUANE EDWARD	5/25/2005	860571 101		64.34				DBLST W/1207766
2004	BROWN ROBERT EARL	5/18/2005	925737 113			147.65			SHOULD BE IN RANDOLPH
2004	BROWN RUBY MARLEY	5/26/2005	925698 113			27.94			SITUS IN RANDOLPH CO
2004	BROWN RUBY MARLEY	5/26/2005	925699 113			8.89			SITUS IN RANDOLPH CO
2004	BROWN RUBY MARLEY	5/26/2005	925700 113			16.77			SITUS IN RANDOLPH CO
2004	CASTILLO JUAN HERNANDEZ	5/27/2005	925930 202			86.66	5.00		TAX EXEMPT /CHURCH OF

DATE 6/1
TIME 11:26
USER TINA

BOARD REVIEW OF CORRECTED RECEIPTS REPORT
CHATHAM COUNTY

2
JOB# CL2182

DEPOSIT DATES 5/01/2005 THROUGH 5/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2004	CRICKMORE GEORGE C III	5/05/2005	834514 107		227.68				SMOKER CRAFT SOLD IN 2
2004	FITZGERALD JUDITH BROLIN	5/09/2005	919089 107			13.77			HIGH MILEAGE 80,000
2004	FOUSHEE WILLIAM RALPH	5/18/2005	847748 201		628.51				DBLST W/ACCT# 59118
2004	FOX JONATHAN CRAIG	5/25/2005	923356 105			15.46			HIGH MILEAGE/CORRECT
2004	HARRISON PERRY WILBURN	5/23/2005	922442 106			13.49			HIGH MILEAGE 108,000
2004	HORTON TRUBY WELDON	5/19/2005	922446 107			19.07			WRONG VALUE ON C&W TL
2004	HUGHES ROBERT WESTON	5/18/2005	925679 107			228.60			SHOULD BE WAKE COUNTY
2004	JOHNSON CAROL JEAN	5/25/2005	898875 107			76.59			TAG TURNED IN 4/28/05
2004	KODAVANTI PRASADA RAO SIVA	5/06/2005	910990 107			30.94			RETAIL BEFO REBATE 143
2004	LEMONS CHARLIE WILSON JR	5/02/2005	917521 202			12.77	5.00		WRONG DIST/IN 101 FD
2004	LEONTIEV ROSTESLAV S	5/05/2005	921604 107			49.63			BILLE PAID IN WAKE
2004	LIBERTY OIL CO & LIBERTY, INC	5/25/2005	925182 110			4.63			SHOULD BE RANDOLPH
2004	MATHER THOMAS EDWARD	5/18/2005	924325 109			7.18			DEDUCT MILEAGE
2004	MENDENHALL SCOTT CLAYTON	5/26/2005	924614 101			6.95			WRONG VALUE ON 98 LEXU
2004	MINTER FRANK JR	5/05/2005	917494 105			7.52			HAS 150000 MILES
2004	MITCHELL CHAPEL AME ZIONCHURCH	5/13/2005	922805 106			319.59			EXEMPT/RELIGIOUS
2004	MOON SANDRA LITTLE	5/31/2005	922412 109			26.20			NISS FRONT/WRONG VALUE
2004	NEWTON JEFFREY LYLE	5/13/2005	893595 106			23.08			PAID 450.00 IN 1996
2004	PETTUS DIANE DEBARDELEBEN	5/31/2005	923803 107			12.06			DEDUCT HIGH MILEAGE
2004	PETTUS JEFFREY HUMES	5/03/2005	916680 107			5.66			REDUCED 800 FOR MILES
2004	RAY KAY ELKINS	5/27/2005	882786 202			47.62			IS NOT IN THE CITY
2004	ROBINSON DILLARD GRAY	5/19/2005	922428 101			38.93			WRONG VALUE ON COACH
2004	ROBINSON DILLARD GRAY	5/19/2005	922429 101			5.32			WRONG VALUE ON CARR TL
2004	SOUTHERN ASSISTED LIVING	5/25/2005	924305 107			25.75			SITUS IN ROCKINGHAM CO
2004	STONE A HUGH	5/10/2005	851144 107		5807.26				DBLST W/INDIVID PER KH
2004	STOUT RAY WAYNE	5/19/2005	922247 109			15.76			WRONG VALUE ON BURKE T
2004	TAYLOR JAMES VADEN JR	5/06/2005	916421 105			1.62			SITUS IN FD 107
2004	TENSER BARRY ELI	5/24/2005	925261 107			8.40			HIGH MILEAGE 100,500
2004	THOMPSON DARRYL GLENN	5/02/2005	919091 202			35.54			HIGH MIKLES & BODY DAM
2004	TROTTER TAMARA MARIE	5/19/2005	924048 201			10.96			WRONG VALUE ON OLDS
2004	UBINAS EDUARDO CARLOS	5/09/2005	908205 106			22.87			MILITARY HOR IS FLORID
2004	VIGH DONALD ANDREW	5/19/2005	924628 107			11.70			WRONG VALUE ON MERZ E3
2004	WORRELL RHEA	5/05/2005	907400 107			115.42			SHOULD BE IN ORANGE
** YEAR TOTALS **					6732.64	2101.53	10.00		
2005	HORTON LARRY EARL	5/02/2005	913287 106			9.86			WRONG VALUE ON CHEV TK
2005	LEMONS CHARLIE WILSON JR	5/02/2005	914138 202			1.85	5.00		WRONG DIST/IN 101
2005	LEMONS CHARLIE WILSON JR	5/02/2005	920825 202			4.63	5.00		WRONG DIST/IN 101 FD
2005	MCNEILL ALLISON GAINES	5/11/2005	921725 104		61.39				DBLSTED/WITH 0008465
2005	PSNC ENERGY	5/26/2005	926377 107			89.33			PUBLIC UTILITY
2005	PSNC ENERGY	5/26/2005	926378 107			89.33			PUBLIC UTILITY
2005	PSNC ENERGY	5/26/2005	926379 107			89.33			PUBLIC UTILITY
2005	RAMEY RICHARD DEAN	5/20/2005	921057 104			16.45			WRONG VALUE ON 95 CHEV
2005	SPANGLER LYANNE SIRLS	5/06/2005	921029 106			24.91			HIGH MILEAGE 92,000
** YEAR TOTALS **					61.39	325.69	10.00		
*** FINAL TOTALS ***					8907.47	2427.22	20.00	315.00	

*** NORMAL END OF JOB ***

June 29, 2005

Re: Donald A. Stevens (Owner ID #1222770)
Theresa C. Stevens
1600 Bill Lambert Rd.
Bear Creek NC 27207

Dear Chatham County Commissioners,

This letter is to beg of you to please waive the interest & penalties assessed to our poultry farm on taxes applied to our poultry & farm equipment. As hard working farmers, I'll be honest with you, we were unknowingly this equipment was not included with our real property taxation.... We have enhanced our education now by attending meetings, visiting our Tax Accountant, Business/Personal Property Tax Appraiser's office, and personally meeting with Tax Administrator *Kimberly Horton*. Yes, they were very helpful. Hopefully we are online to date and know where to seek educational information. I share this with you. Please consider the tax burden that has been place on us.

Copies of the tax assessments are attached.

Truly submitted,


Donald A. Stevens


Theresa C. Stevens

**BUDGET AMENDMENTS
FISCAL YEAR 2005-2006**

Rollover Amendments

<u>Account Number</u>	<u>Department</u>	<u>Line Item</u>	<u>Revenue</u>	<u>Expense</u>	<u>Explanation</u>
0100003970000	Finance	Appropriated Fund Balance	10,800		Rollover Purchase Order from FY 2005
01012104079010	Finance	Capital Outlay-Equipment		10,800	Sungard HTE Inc - Naviline
0100003970000	Finance	Appropriated Fund Balance	11,790		Rollover Purchase Order from FY 2005
01012104021611	Finance	Travel Expenses		688	Acom Solutions Inc
01012104023021	Finance	Repairs & Maintenance		495	
01012104079010	Finance	Capital Outlay-Equipment		10,607	
0100003970000	Elections	Appropriated Fund Balance	4,099		Rollover Amendment from FY 2005
01016104034326	Elections	Grant Expenses-Federal		4,099	2005 Supplemental Technology Grant
0100003970000	Elections	Appropriated Fund Balance	13,467		Rollover Purchase Order from FY 2005
01016104036026	Elections	HAVA Accessibility Grant		13,467	William B Webster Construction
0100003970000	Register of Deeds	Appropriated Fund Balance	34,365		Rollover Purchase Order from FY 2005
01018104025010	Register of Deeds	Contracted Services		34,365	Logan Systems Inc
0100003970000	Garage	Appropriated Fund Balance	3,000		Rollover Purchase Order from FY 2005
01020104079010	Garage	Capital Outlay-Equipment		3,000	Sungard HTE Inc - Fleet
0100003970000	Garage	Appropriated Fund Balance	788		Rollover Purchase Order from FY 2005
01020104023060	Garage	Software Maintenance		788	Sungard HTE Inc - Fleet
0100003970000	Sheriff	Appropriated Fund Balance	8,222		Rollover Amendment from FY 2005
01030105036106	Sheriff	Youth Services Donations		8,222	Youth Services Donations
0100003970000	Sheriff	Appropriated Fund Balance	462		Rollover Amendment from FY 2005
01030105036123	Sheriff	Holiday Donations		462	Holiday Donations
0100003970000	Emergency Operations	Appropriated Fund Balance	14,574		Rollover Amendment from FY 2005
01032105036408	Emergency Operations	State Supplement		14,574	State Supplement Grant
0100003970000	Emergency Operations	Appropriated Fund Balance	5,000		Rollover Amendment from FY 2005
01032105036116	Emergency Operations	CP&L Drill		5,000	CP&L Donations
0100003970000	Emergency Operations	Appropriated Fund Balance	32,849		Rollover Amendment from FY 2005
01032105036407	Emergency Operations	Progress Energy Grant		32,849	2005 Progress Energy Grant
0100003970000	Soil & Water	Appropriated Fund Balance	9,877		Rollover Amendment from FY 2005
01045106026206	Soil & Water	USDA-TSP Expenditures		9,877	USDA-TSP Funds
0100003970000	Soil & Water	Appropriated Fund Balance	3,000		Rollover Amendment from FY 2005
01045106036201	Soil & Water	Grant Expenditures		3,000	Piedmont Conservation-Greenway Project
0100003970000	Health	Appropriated Fund Balance	2,000		Rollover Amendment from FY 2005
01050127036567	Health	Wren Foundation		2,000	Wren Foundation Funds
0100003970000	Health	Appropriated Fund Balance	15,000		Rollover Amendment from FY 2005
01050117011011	Health	Regular Salaries		15,000	NC Foundation for Advanced Health Programs
0100003970000	Health	Appropriated Fund Balance	9,940		Rollover Amendment from FY 2005
01050117036548	Health	NC Assoc of Free Clinics		9,940	NC Association of Free Clinics
0100003970000	Health	Appropriated Fund Balance	36,637		Rollover Amendment from FY 2005
01050127036509	Health	CCHIP-Contracted Services		36,637	CCHIP Funds

**BUDGET AMENDMENTS
FISCAL YEAR 2005-2006**

Rollover Amendments

<u>Account Number</u>	<u>Department</u>	<u>Line Item</u>	<u>Revenue</u>	<u>Expense</u>	<u>Explanation</u>
01000003970000	Health	Appropriated Fund Balance	1,437		Rollover Amendment from FY 2005
01050137036515	Health	HMHB Coalition		247	HMHB Coalition Funds
01050137011011	Health	HMHB Coalition-Salaries		1,190	
01000003970000	Health	Appropriated Fund Balance	9,702		Rollover Amendment from FY 2005
01050117036566	Health	Family Planning Grant		9,702	Family Planning Grant Funds
01000003970000	DSS	Appropriated Fund Balance	74,763		Rollover Amendment from FY 2005
01053107036303	DSS	Special Childrens Adoption		74,763	Special Childrens Adoptions Funds
01000003970000	DSS	Appropriated Fund Balance	472		Rollover Amendment from FY 2005
01053107036305	DSS	Adult Special Assistance		472	Adult Special Assistance Funds
01000003970000	DSS	Appropriated Fund Balance	6,980		Rollover Amendment from FY 2005
01053107036309	DSS	Program Integrity		6,980	Program Integrity Funds
01000003970000	DSS	Appropriated Fund Balance	689		Rollover Amendment from FY 2005
01053107036310	DSS	Mental Health Training		689	Mental Health Training Funds
01000003970000	DSS	Appropriated Fund Balance	51,674		Rollover Purchase Order from FY 2005
01053107079010	DSS	Capital Outlay-Equipment		51,674	Nuvision Technologies
01000003970000	Library	Appropriated Fund Balance	14,705		Rollover Amendment from FY 2005
01060108025614	Library	Library Donations		14,705	Library Donations
01000003970000	Library	Appropriated Fund Balance	4,060		Rollover Amendment from FY 2005
01060108036330	Library	Alston Fund		4,060	Alston Funds
01000003970000	Library	Appropriated Fund Balance	8,398		Rollover Amendment from FY 2005
01060108036332	Library	Gardner Trust		8,398	Gardner Trust Funds
02132313970000	E-911	Appropriated Fund Balance	3,800		Rollover Purchase Order from FY 2005
02132315025039	E-911	Contracted Services-CAD		3,800	O'Bryan Consulting
02132313970000	E-911	Appropriated Fund Balance	37,105		Rollover Purchase Order from FY 2005
02132315025039	E-911	Contracted Services-CAD		37,105	RHJ Associates Inc
			<u>429,655</u>	<u>429,655</u>	

COUNTY OF CHATHAM

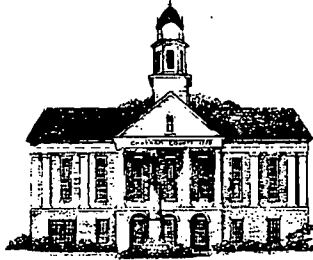
Res. #2005-43

COMMISSIONERS

BUNKEY MORGAN
Chairman

THOMAS J. EMERSON
Vice Chair

PATRICK BARNES
MIKE CROSS
CARL OUTZ



P. O. BOX 87
PITTSBORO, N. C. 27312-0087

ORGANIZED 1770

707 SQUARE MILES

CHARLIE HORNE
County Manager

ROBERT L. GUNN
County Attorney

Phone (919) 542-8200
Fax (919) 542-8272

Resolution Amending the Chatham County Personnel Policy: Position Classification and Pay Plan

WHEREAS, the Chatham County Personnel Policy, adopted March 11, 1996, establishes the general guidelines for employees conduct; and

WHEREAS, from time to time it is necessary to amend the Personnel Policy for clarification or to better meet the needs of the employees and the County; and

WHEREAS, internal and external review of the policy identified needed modifications to the policy.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of Chatham County, that the Chatham County Personnel Policy be amended as follows:

Article II, Section 3:

By changing to:

B. New positions shall be established by the County Manager. The County Manager may:

1. Allocate the new position to the appropriate class within the existing classification plan, or
2. Amend the position classification plan to establish a new class to which the new position may be allocated.

C. When the County Manager finds that a substantial change has occurred in the nature or level of duties and responsibilities of an existing position, the County Manager shall:

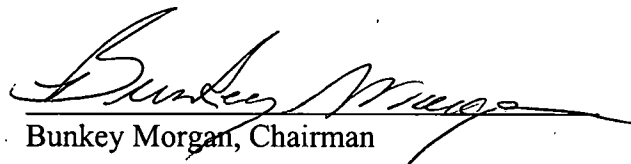
1. Direct that the existing class specification be revised,
2. Reallocate the position to the appropriate class within the existing classification plan, or
3. Amend the position classification plan to establish a new class to which the position may be allocated.

Article III, Section 4:


By changing to:

When the County Manager deems it necessary and in the best interest of the County, the County Manager may approve a point between the minimum rate and the midpoint of the salary range on the basis of a recommendation by the department head.

Adopted this, the 1st day of August, 2005.

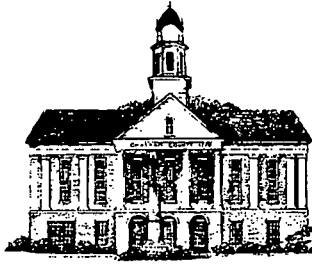

Bunkey Morgan, Chairman

ATTEST:


Sandra B. Sublett, CMC, Clerk to the Board

COUNTY OF CHATHAM

Res. #2005-43



COMMISSIONERS

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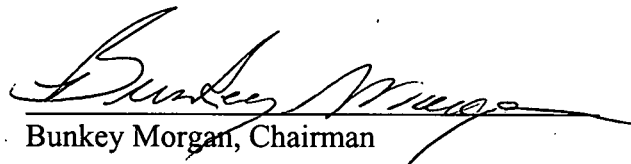
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Adopted this, the 1st day of August, 2005.


Bunkey Morgan, Chairman

ATTEST:


Sandra B. Sublett, CMC, Clerk to the Board

**RESOLUTION
OF APPRECIATION TO
BILL BUSSEY
FOR HIS SERVICE TO CHATHAM COUNTY**

WHEREAS, since November 2004, Bill Bussey has willingly donated hours of in kind work to the Chatham County Parks and Recreation Department; and

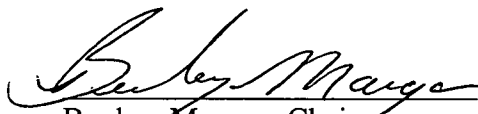
WHEREAS, over the past eight months Bill Bussey has demonstrated his support to the County's Parks and Recreation Department in donating countless hours by working late at night, holidays and on the weekends at the Southwest Park; and

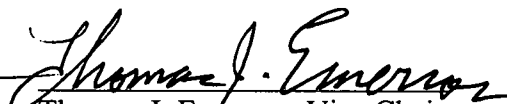
WHEREAS, by using his own equipment on many occasions at the Southwest Community Park, Bill designed, graded and constructed the 3164 linear feet walking trail. He also cut down trees, into log sizes, that needed to be removed and hauled to the park entrance so the residents could have free firewood; and


WHEREAS, Bill Bussey has saved the County at least \$10,000 in the designed and development of the Southwest Park walking trail.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Chatham County, that we hereby honor Bill Bussey for his outstanding donation of in kind services to Chatham County.

Adopted this, the 1st day of August, 2005.


Bunkey Morgan, Chairman


Thomas J. Emerson, Vice Chair


Patrick Barnes, Commissioner


Mike Cross, Commissioner


Carl Outz, Commissioner

ATTACHMENT A

Agency	Services Provided
North Chatham Fire Department	Medical First Response Medium Rescue
Bonlee Volunteer Fire Department	Medical First Response Light Rescue
Goldston Volunteer Fire Department	Medical First Response Light Rescue
Pittsboro Volunteer Fire Department	Medical First Response Light Rescue
Silk Hope Volunteer Fire Department	Medical First Response Light Rescue
Bennett Volunteer Fire Department	Medical First Response Light Rescue
Moncure Volunteer Fire Department	Medical First Response Light Rescue
Parkwood Fire Department	Paramedic EMS Heavy Rescue
Apex EMS	Paramedics EMS
FirstHealth of the Carolinas	Paramedics EMS
Chatham County Rescue Squad	Back-up to EMS @ EMT-I Level Medical First Response Medium Rescue
Staley Fire Department	Medical First Response Light Rescue
East Chatham Rescue Squad	Back-up to EMS @ Basic Level Medical First Response Medium Rescue
Goldston Rescue Squad	Back-up to EMS @ Basic Level Medical First Response Medium Rescue

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
WORK SESSION
AUGUST 01, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 10:54 AM on August 01, 2005.

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

Absent: County Attorney, Robert L. Gunn

The meeting was called to order by the Chairman at 10:54 AM.

Work Session

1. JOCCA
2. Other

ENVIRONMENTAL HEALTH

Holly Coleman, Environmental Health Director, provided an update to information sent to the Board of Commissioners on Carolina Analytical Laboratory, formerly known as Woodson-Tenant Laboratory, located at 17570 NC Highway #902. According to Ms. Coleman, the NC Division of Waste Management was notified of the site being an "inactive hazardous substance or waste disposal site in January 2004. She stated that the Health Department received recent notification of its existence; that the lab has been located at that address since 1987 and was discharging lab waste to a pond on adjacent property without a discharge permit; that at some point, the discharge was diverted from the pond to the unpermitted septic system; that after an investigation was conducted, the Environmental Health Division issued a Notice of Violation (NOV) to Carolina Analytical Laboratories and Chester and Cathy Beavers, property owners requiring that they immediately cease discharging lab waste into the unpermitted septic system and that they submit an application for an industrial process wastewater permit or documentation verifying that waste is not hazardous; that representatives of the lab are cooperating and are currently collecting all lab waste in 55 gallon drums and searching for a company authorized to pick up hazardous waste.

The Board requested that a representative of the Division of Waste Management be invited to their September 06, 2005 work session to report on the consultant's environmental assessment report. A discussion on locating the wells in the area and notifying property owners near the lab ensued.

PRESENTATION BY JOCCA

Nick Robinson, JOCCA Committee Chairman, explained that JOCCA programs include the Weatherization Assistance Program (installing energy conservation measures in the homes of low income Chatham and Orange residents- 62 homes weatherized in 2004 at a cost of \$46,624), Heating and Air Replacement and Repair Program (installing heating and air units in the homes of low income Chatham and Orange residents - 21 heating/air units installed in 2004 at a cost of \$34,776), Job Training and Placement Program [Joblink Center and Workforce Investment Act] (employment and training for adults and youth), Community Services Block Grant; that the Joblink Center is a one-stop Chatham Center for training, employment and education to promote economic self-sufficiency (8,995 inquiries from Chatham residents seeking training/employment opportunities in 2004-05); that with Job

Training and Placement, 130 Chatham residents were served in 2004-05 (\$304,980); that with the Community Services Block Grant brought ten residents out of poverty in 2004-05, included seventeen residents who completed education in 2004-05, and sixty nine residents who received unduplicated services; that rumors of demise are greatly exaggerated in that JOCCA's financial health is impressively strong; that audited financial statements show the inherited 2001 deficit is steadily shrinking; that while the deficit shrinks, JOCCA dedicates more program funds to residents; that funds spent on programs dedicated to Chatham residents in FY 2002 total \$695,811, in FY 2003 - \$640,386, in FY 2004 - \$705,672, in FY 2005 - \$831,642; that local government support enables the agency to operate to draw down grants that do not fully fund administrative costs; that many funding sources expect local municipalities to contribute to the overhead and administrative costs of a community action agency; that this is the balance struck in order to ensure that local governments continue to be invested in the protection of its poorest citizens; that JOCCA has requested \$33,638 to offset its administrative overhead in 2005 while dedicating \$831,642 to Chatham residents; that JOCCA is on course to increase services to Chatham residents in 2004/05 and, at the same time, reduce or eliminate entirely the so-called "deficit"; that JOCCA provides valuable services to Chatham residents that are not duplicated elsewhere; that they feel that better communication with the Board of Commissioners and a Commissioner appointment to their board is needed; that JOCCA will continue to make its written reports and requests to the Board of Commissioners; that JOCCA will also arrange to appear at the hearing to make its annual presentation; and that JOCCA respectfully requests that its funding be reinstated.

Commissioner Barnes moved to appoint Commissioner Emerson to the JOCCA Board.

After considerable discussion and Commissioner Emerson's suggestion that the Assistant County Manager, the Finance Officer, and he meet with JOCCA to check their records and internal controls and return to the Board of Commissioners with a full report, the motion was tabled.

Mr. Robinson thanked the Board for their time.

WATER UPDATE

Chairman Morgan stated that he had received a fax from the Department of Transportation stating that they had approved the hanging of a water line on the Rocky River Bridge.

Appeal for Water Availability Fees Relief:

Greg Isenhour, developer, stated that Cole Park and Chatham Crossing have been and are a vital part of Chatham County's economy; that years ago visionaries like Tom Hudson and others after him have committed themselves to helping provide necessary services to the citizens of Chatham County even when Chatham County did not have the resources to help stimulate the economy in this area; that the tax base was created without the responsibility of additional services; that the Board of Commissioners now have the opportunity to aid in that economic development without expending funds to do so; that they have the opportunity to make a decision that would afford continued, reliable, uninterrupted water service to North Chatham Water and Sewer (NCWS) and the customers that it serves including Chatham County itself in its recycling center; that additionally, a decision to permit NCWS to connect to Chatham water for the fees suggested in his petition will result in a significant gain to the County's coffers; that the revenue from water service to NCWS minus the nominal costs to provide such a large volume of water to two service points with no responsibility for the infrastructure behind the service points would provide positive income for the citizens of Chatham County.

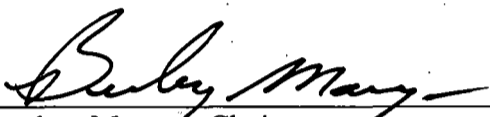
Mr. Isenhour stated that the fees charged to NCWS should be no greater than \$68,000.00 all inclusive; that given the substantial infrastructure costs and loss of revenue during the first year of connection and the hardship it will pose to NCWS, the Board of Commissioners should consider an availability fee or connection fee at a lesser amount; that this is not a request to take over a water system, nor is it a request to extend water to a new development; that this is simply a request for a fair and reasonable connection fee so that NCWS can rationally consider the purchase of water from Chatham County; that looking to

the future, it would provide a winning solution for Chatham County, both in selling water and in providing reliable and uninterrupted water service, for an economic center and stimulus that has been a part of Chatham County for over twenty years.


After considerable discussion, Commissioner Barnes moved, seconded by Commissioner Cross, to follow the Water Advisory Board's and Staff's recommendation to deny the request and not defer from the policy in effect. The motion carried five (5) to zero (0).

ADJOURNMENT

Commissioner Barnes moved, seconded by Commissioner Outz, to adjourn the meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 12:33 PM.


Bunkey Morgan, Chairman

ATTEST:


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

**MINUTES
CHATHAM COUNTY
BOARD OF COMMISSIONERS
WORK SESSION
AUGUST 15, 2005**

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 200 PM on August 15, 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 Chairman called the work session to order at 2:00 PM.

Work Session Agenda

1. Hospital
2. Free Clinic Presentation
3. USDA Rural Development Update by Jackie McLamb
4. Lynn Mann Tax Appeal
5. Highway Art
6. Acceptance of Funds (Finance)

The County Manager reviewed the Work Session Agenda.

HOSPITAL AGREEMENT

Chairman Morgan asked for approval to extend the option on the hospital agreement for an additional sixty (60) days through the month of December.

Commissioner Emerson moved, seconded by Commissioner Outz, to extend the hospital option to purchase Tract #7 in the Chatham County Business Park until December 31, 2005. The motion carried five (5) to zero (0). The agreement is attached hereto and by reference made a part hereof.

HIGHWAY ART

Mary McClure stated that her idea is to showcase the artistic aspect of the County at its border and entryways by means of "welcoming" art. She stated that Chatham County is the home to a highly successful venture, the North Carolina Arts Incubator, Inc. located in Siler City; that by placing dramatic art at entries, the County could distinguish itself as a place for the creative and talented; that in order to create such art, Chatham would hold a judged competition to select the designs; that the committee would submit their recommendations to the Board of Commissioners for final choices; that funds would be sought from federal, state, and local philanthropic sources; that this is a three-four year project; and that it would generate a lot of publicity for the County.

Commissioner Emerson asked if Ms. McClure would head the select team to report back to the Board.

Commissioner Cross asked that Ms. McClure look to the schools for talent.

The County Attorney asked that she research the NC Department of Transportation for guidelines and regulations.

TRANSPORTATION

Jason Sullivan, Chatham County Planner, reviewed the Regional Priority List for transportation projects through the Transportation Improvement Program (TIP) for 2007-2013. He stated that the Regional Priority List is a compilation and prioritization of transportation projects requested by members of the Durham Chapel Hill Carrboro Metropolitan Planning Organization (DCHC MPO); that the DCHC MPO boundaries include a portion of the northeast corner of the County; and that the Regional Priority List does not include projects that were requested by the Commissioners through the Triangle Area Rural Planning Organization. He further stated that the DCHC MPO Transportation Advisory Committee (TAC), of which Commissioner Cross is a member, reviewed the list at their meeting last week and requested that member jurisdictions review the Regional Priority List and forward any comments by September 6, 2005.

The Board briefly discussed the issue and agreed by consensus that no further action was needed.

FREE PHARMACY CLINIC

Dr. Lucey gave a brief presentation on the Chatham Cares Community Pharmacy. He stated that Chatham Cares community is a nonprofit community-based organization committed to reducing health disparities by providing access to quality pharmacy services for the low-income, uninsured residents of Chatham County; that there are three ways to get medications (1) On-Site Pharmacy, (2) Medication Assistance Program, and (3) Voucher system; that the On-Site Pharmacy would be shelves stocked with generic drugs, samples donated by physicians and drug reps, and from area nursing homes; that there would be no controlled substances; that the voucher System would be for patients needing medications that are not kept on-site; that they will be given a voucher to obtain their medications from a local pharmacy; that the Medication Assistance Program would allow patients to get their medications free from drug companies; that all patients would enroll in a Medicaid Assistance Program; that this is labor intensive and would require full-time employees; that this organization was incorporated March 16, 2005; that the location of the pharmacy will be located inside the new senior center at the Chatham County Business Park in Siler City; that they will be opening during the fall of 2005; that another office will be opened in Pittsboro, but will not be an On-Site Pharmacy; that plans are to apply for grants, obtain funds from local agencies, churches, businesses, and individuals; and that the next step would be to secure a 501C3 status to begin.

The Health Director is scheduled to have a meeting with Dr. Lucey during the next week.

Commissioner Emerson applauded the program and stated that there were a lot of "poverty pockets" located in the County.

USDA RURAL DEVELOPMENT

Jackie McLamb presented the Board with a number of funding possibilities for various projects the County may be investigating in the future. He explained Rural Housing Service (Community Facility Guaranteed Loans, Community Facility Direct Loans, Rural Rental Housing Loans, Guaranteed Rural Rental Housing Loans, Housing Preservation Grants, Farm Labor Housing Loans and Grants, Direct Single-Family Housing Loans, Guaranteed Single-Family Housing Loans, Single Family Housing Repair Loans and Grants, Rural Housing Site Loans, Self-Help Technical Assistance Grants), Rural Business-Cooperative Service (Business and Industry Loan Guarantees, Intermediary Relending Program, Rural Business Enterprise Grants, Rural business Opportunity Grants, Rural Cooperative Development Grants, Rural Economic Development Loans and Grants, Cooperative Services Technical Assistance, Value-Added Producer Grants, Renewable Energy), Rural Utilities Service (Distant Learning and Telemedicine Loans and Grants, Water and Waste Disposal

Loans and Grants, Technical Assistance and Training Grants, Emergency community Water and Assistance Grants, Solid Waste Management Grants).

The USDA Rural Development, North Carolina Program Reference Guide (Focused on Rural America, is attached hereto and by reference made a part hereof.

The Board thanked Mr. McLamb for his presentation and for attending the meeting.

BREAK

The Chairman called for a ten-minute break.

HONEYWELL UPDATE

Kim Horton, Tax Administrator, briefed the Board on the status of the Honeywell matter.

The Property Tax Commission has tentatively scheduled the Honeywell case to be heard in March, 2006.

TAX APPEAL

The Tax Administrator explained that on July 28, 2005, an audit was completed on the business personal property of Jesse Lynn Mann; that at that time, it was discovered that their business listing had been understated for the tax years 1999-2004; that under General Statute 105-312(h), the Assessor is required to list and assess all property not properly listed during the regular listing period and to impose an additional 10% penalty for each year the property was not correctly listed. She asked that the Mann's request be denied for the release of discovery penalty and the penalty imposed be upheld according to the General Statues.

Mr. Mann explained that he did not realize that the listing form had changed; that he admitted incorrectly listing his taxes; and that he felt it was within his rights to appeal the assessed penalty.

The Board asked that this matter be placed on the Agenda for discussion in September since Mr. Mann would not accrue further penalties.

Commissioner Emerson praised the efforts of the Tax Administrator and her staff.

Ms. Horton stated that her office was working on a new farm form which she hoped would eliminate some past problems.

Chairman Morgan asked that the form be reviewed by the Farm Bureau prior to distribution.

Ms. Horton stated that the form would also be reviewed by the Cooperative Extension Service and the Ag Advisory Board.

The Chairman asked, due to extra time, that any non-controversial issue on the night's Agenda be addressed during the Work Session.

WATER DISTRICT MATTERS

Commissioner Emerson moved, seconded by Commissioner Cross, to recess as the Chatham County Board of Commissioners. The motion carried five (5) to zero (0).

See minutes of the Southeast Water District Board for action taken.

See minutes of the Southwest Water District Board for action taken.

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

PLANNING AND ZONING

Amendment to the Chatham County Communications Tower Ordinance: Consideration of a proposed amendment to the Chatham County Communications Tower Ordinance Article III, Section 3-2 to reflect "Towers may be allowed in area #2 and #3 up to 300 feet when proposed by a governmental agency and a public benefit is substantiated."

As per the Planning Department and Planning Board recommendation, Commissioner Emerson moved, seconded by Commissioner Cross, to approve the text change. The motion carried five (5) to zero (0).

Construction of Self-Supporting Communications Tower: Consideration of a request by Tony S. Tucker, Chatham County Emergency Operations Director, on behalf of Chatham County to construct a 300 foot self supporting lattice communications tower on a one (1) acre portion of property owned by Beatrice Teague, parcel #3977 consisting of a total of 5.84 acres, located off SR #1006, Siler City-Glendon Road in Bear Creek Township

As per the Planning Department and Planning Board recommendation, Commissioner Cross moved, seconded by Commissioner Barnes, that the request be approved as submitted. The motion carried five (5) to zero (0).

Award of Bid for Harpers Crossroads Communication Tower: Consideration of a request to award bid to Sabre Communications Corporation for materials and erection of the communication tower at Harpers Crossroads

Commissioner Cross moved, seconded by Commissioner Outz, to award the bid for construction of the communications tower at harpers Crossroads to Sabre Communication Corporation. The motion carried five (5) to zero (0). A copy of the bid tabulation is attached hereto and by reference made a part hereof.

BOARD OF COMMISSIONERS' MATTERS

Ron Aycock Scholarship Fund:

A discussion ensued with regard to the Board making a donation to the Ron Aycock Scholarship Fund.

Commissioner Cross moved, seconded by Commissioner Outz, to give a \$500 donation to the Ron Aycock Scholarship Fund. The motion carried five (5) to zero (0).

Additional Water Board Members:

Commissioner Barnes asked that the Board consider additional appointments to the Water Board. He also asked that the Water Board be divided into two units, one to study storm water drainage and the other for the Water Advisory Committee.

After considerable discussion, Commissioner Emerson moved, seconded by Commissioner Outz, to consider action on this matter at the September 19, 2005 Board of Commissioners' meeting. The motion carried five (5) to zero (0).

Ray Greenlaw stated that the Planning Department had always taken care of the storm water issues. He discussed the Chatham County Water Advisory Committee Bylaws and the Utility Advisory Committee Purpose and Function Sheet.

Amberly and Forest Oaks Annexation:

Commissioner Barnes voiced concern with regard to the annexation by the Town of Cary. He referred to an article in the *News and Observer* which stated that Chatham County residents went to a Town of Cary Council meeting. He stated that it was time that both boards met to discuss pertinent issues and that he would like to see staff make time for this matter.

Commissioner Emerson applauded the efforts of Commissioners Barnes and Cross on talking with and attending meetings with Cary officials.

Impact Fees:

Staff is to return with recommendations to the Board regarding Impact Fees at their September 19, 2005 Board of Commissioners' meeting.

Chapel Ridge:

Chairman Morgan asked that the Chapel Ridge violations be placed on the next Agenda for discussion.

BOARDS AND COMMITTEES

Human Relations Committee: Consideration of a request to appoint a member to the Human Relations Committee by Chairman Morgan

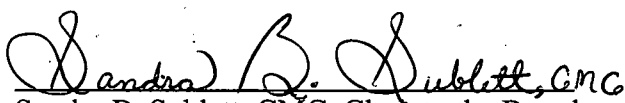
An appointment to the Human Relations Committee was deferred until a later date.

RECESS

Commissioner Emerson moved, seconded by Commissioner Outz, that the meeting be recessed to the regularly scheduled Board of Commissioners' meeting in the District Courtroom. The motion carried five (5) to zero (0), and the meeting was recessed at 5:05 PM.


Bunkey Morgan, Chairman

ATTEST:


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

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

EXTENSION OF OPTION
AGREEMENT

This Agreement made and entered into as of the 18th day of July 2005 by and between the County of Chatham, a body politic and corporate of the State of North Carolina hereinafter sometimes referred to as "Seller"; and Chatham Hospital Incorporated, a North Carolina non-profit corporation hereinafter sometimes referred to as "Buyer".

WITNESSETH:

WHEREAS, the parties hereto entered into an Option Agreement dated February 10, 2005 giving Buyer, for a period of six months, the option to purchase certain land from Seller, the land being described therein under the terms set forth therein; and

WHEREAS, Buyer has requested an extension of time within which to exercise said option, and Seller has agreed to said extension.

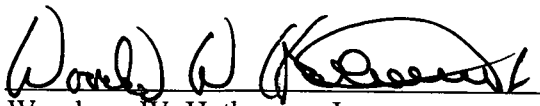
NOW, THEREFORE, Seller does hereby agree that the time within which said option may be exercised is hereby extended until 5:00 o'clock p. m. on the 12th day of October, 2005. All other terms and conditions of said Option Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed by their duly authorized officers all as of the day and year first above written.

COUNTY OF CHATHAM

By: 
Bunkey Morgan, Chairman
Board of Commissioners

CHATHAM HOSPITAL INCORPORATED

By: 
Woodrow W. Hathaway, Jr.
Chief Executive Officer

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

I, Marilyn F. Collins, a notary public do hereby certify that Bunkey Morgan personally appeared before me this day and acknowledged that he is Chairman of the Board of Commissioners of the County of Chatham, and that by authority duly given and as the act of the County, the foregoing Option Agreement was signed in its name by its Chairman.

Witness my hand and official stamp or seal this 15 day of ^{August}~~July~~ 2005.

Marilyn F. Collins
Notary Public

My commission expires: 5/28/2007

COUNTY OF CHATHAM
STATE OF NORTH CAROLINA

I, a Notary Public, do hereby certify that Woodrow W. Hathaway, Jr., personally came before me this day and acknowledged that he is Chief Executive Officer of Chatham Hospital Incorporated, a North Carolina non-profit corporation, existing under and by authority of the laws of the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing Option Agreement was signed in its name by its Chief Executive Officer.

Abelina J. Burgess
Notary Public

My Commission Expires Jan. 28, 2007
My commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

EXTENSION OF OPTION
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NOW, THEREFORE, Seller does hereby agree that the time within which said option may be exercised is hereby extended until 5:00 o'clock p. m. on the 12th day of October, 2005. All other terms and conditions of said Option Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed by their duly authorized officers all as of the day and year first above written.

COUNTY OF CHATHAM

By: Bunkey Morgan
Bunkey Morgan, Chairman
Board of Commissioners

CHATHAM HOSPITAL INCORPORATED

By: Woodrow W. Hathaway, Jr.
Woodrow W. Hathaway, Jr.
Chief Executive Officer

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

I, Marilyn F. Collins, a notary public do hereby certify that Bunkey Morgan personally appeared before me this day and acknowledged that he is Chairman of the Board of Commissioners of the County of Chatham, and that by authority duly given and as the act of the County, the foregoing Option Agreement was signed in its name by its Chairman.

Witness my hand and official stamp or seal this 15 day of ^{August} ~~July~~ 2005.

Marilyn F. Collins
Notary Public

My commission expires: 5/28/2007

COUNTY OF CHATHAM
STATE OF NORTH CAROLINA

I, a Notary Public, do hereby certify that Woodrow W. Hathaway, Jr., personally came before me this day and acknowledged that he is Chief Executive Officer of Chatham Hospital Incorporated, a North Carolina non-profit corporation, existing under and by authority of the laws of the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing Option Agreement was signed in its name by its Chief Executive Officer.

Melvin J. Burgess
Notary Public

My commission Expires:
~~My Commission Expires~~ Jan. 28, 2007

USDA
Rural Development

North Carolina
Program Reference Guide

USDA



Focused on Rural America

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Visit us at our website at www.rurdev.usda.gov/nc

Rural Housing Service

Community Facility Guaranteed Loans

PROGRAM DESCRIPTION: Funds are for essential community facilities (CF) such as hospitals, schools, clinics, roads, fire stations, child daycare and adult daycare, etc.

TYPE OF ASSISTANCE: Loan guarantees only.

ELIGIBILITY REQUIREMENTS: Applicants can be public bodies (city, township, county or special district), Indian tribes, cooperatives or other non-profit organizations. Location of project may be in a town or rural area with less than 20,000 in population.

INTEREST RATES: The lender (bank, S&L, PCA, insurance company) buys the guarantee from Rural Development for 1% of the amount guaranteed. Interest rates are negotiated between the lender and business. If variable, they may change no more than once a quarter. Interest cannot be tax-exempt.

TERMS: Term of the loan is 40 years maximum or the useful life of the facility, whichever is less.

COLLATERAL: The lender is responsible for seeing that proper and adequate security is obtained. It may be such things as general obligation or revenue bonds, pledge of taxes or assessments, land, easements, rights, buildings, machinery and equipment, accounts receivable and assignment of leases. Appraisals are required.

CREDIT REQUIREMENTS: No marginal loans can be guaranteed. However, the borrower must be unable to obtain credit at reasonable rates and terms from other sources. No guarantee can be made to a Federal or state agency, or for a tax-exempt obligation. The guaranteed portion of the loan does not count against a financial institution's lending limits.

CONTACT: Applications are made at Rural Development Area Offices.

Rural Housing Service

Community Facility Direct Loans

PROGRAM DESCRIPTION: Funds are for essential community facilities (CF) with emphasis on health and safety: fire stations, fire trucks, clinics, nursing homes and hospitals. They may also be used for such things as streets, activity centers for the handicapped, schools, day care, libraries and other community buildings.

TYPE OF ASSISTANCE: Loans only. Applicant must be unable to borrow money elsewhere at rates and terms to make the project affordable. Leveraging is highly recommended due to limited CF funding allocations.

ELIGIBILITY REQUIREMENTS: Applicants are public bodies (city, township, county or special district), Indian tribes, cooperatives or other non-profit organizations. Location of project may be in a rural area or town with up to 20,000 in population.

INTEREST RATES: Loan interest rate depends upon the median household income of the borrower. The rate can be as low as 4.5% and will usually be no higher than commercial bonds.

TERMS: Loan term is up to the useful life of the security or 40 years, whichever is shorter.

COLLATERAL: Collateral can be general obligation bonds, revenue bonds, liens on real and chattel property, etc. for public bodies. Collateral for other than public bodies may be assignments of income, liens on real and chattel property, etc.

CONTACT: Applications are made at Rural Development Area Offices.

Rural Housing Service

Rural Rental Housing Loans Section 515

PROGRAM DESCRIPTION: Eligible applicants receive loans for rental housing in rural areas to provide living units for persons with very low, low, and moderate incomes.

TYPE OF ASSISTANCE: Loans can be made for a variety of rental housing types, for example, family, elderly, congregate, and group home.

ELIGIBILITY REQUIREMENTS: Applicants should have the ability and experience to operate and manage a rental housing project successfully.

FUND AVAILABILITY: Preapplications are selected annually based on publication of Notification of Fund Availability (NOFA) in the Federal Register. Only communities listed in the NOFA are eligible for this funding.

INTEREST RATES: Closed at the current market rate with an Interest Credit Agreement reducing the loan to a 1% interest rate. Interest subsidies vary based upon tenants' certified income.

TERMS: A 30 year mortgage with amortization up to 50 years, no prepayment allowed.

COLLATERAL: Appraisal must indicate security value equal to or greater than the loan.

FEES: None

CREDIT REQUIREMENTS: Government agencies or nonprofits that do not have a capital contribution. Other entities seeking Low Income Housing Tax Credits (LIHTC) have a 5% capital contribution requirement. Entities not seeking LIHTC will have a 3% capital contribution requirement.

CONTACT: Applications are made at the Rural Development State Office.

Rural Housing Service

Guaranteed Rural Rental Housing Loans Section 538

PROGRAM DESCRIPTION: RHS guarantees loans to eligible applicants to provide rental housing in rural areas to provide living units for persons with incomes of up to 115% of median.

TYPE OF ASSISTANCE: Loans can be made for a variety of rental housing types; for example, family, elderly, congregate and group home.

ELIGIBILITY REQUIREMENTS: Non-profit corporations, public bodies and for profit organizations are eligible borrowers. Eligible lenders include those approved and considered eligible by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Home Loan Bank members, or the Department of Housing and Urban Development for guaranteed loan programs. State Housing Finance Agencies are also considered eligible lenders to participate provided they demonstrate they have the ability to underwrite, originate, process, close, service, manage and dispose of multi-family housing loans in a prudent manner. Other lenders have the opportunity to enter into a correspondent bank relationship with approved lenders in order to participate in the program.

FUND AVAILABILITY: Preapplications are selected annually based on publications of Notification of Fund Availability (NOFA) in the Federal Register.

INTEREST RATES: Rates on loans guaranteed must be fixed, as negotiated between lender and borrower within the RHS maximum established under the NOFA. The rate is based on the 30 year Treasury bond rate on the day prior to date of loan closing.

AMOUNT OF LOAN: Nonprofit Corporations, public bodies – up to 97% of value or development cost, whichever is lower. For profit organizations – up to 90% of value or development cost, whichever is lower.

AMOUNT OF GUARANTEE: The guarantee will be limited to 90%.

COLLATERAL/TERMS: A first mortgage or deed of trust is required. Term of loans guaranteed may be up to 40 years and loans must be fully amortized.

FEES: Initial loan guarantee fee is 1% payable to RHS. Additional fees may be charged on portions advanced during construction. Annual servicing fee is ½% of outstanding balance due annually. Application fee of \$2,500.

CONTACT: PreApplications are made at the Rural Development State Office.

Rural Housing Service

Housing Preservation Grants Section 533

PROGRAM DESCRIPTION: Single family housing and apartment rehabilitation grant assistance to non-profit agencies in North Carolina.

TYPE OF ASSISTANCE: Pass through money to qualified very low and low-income recipients.

ELIGIBILITY REQUIREMENTS: Non-profit agencies in NC doing business in the area of grant rehabilitation to qualified very-low and low income people.

FUND AVAILABILITY AND MAXIMUM AMOUNTS: Funding is based on an annual appropriation. No more than 50% of the State's allocation may be obligated to a single entity.

INTEREST RATE: None

TERMS: One or two year grant term conducted by approved agency.

COLLATERAL: None. Grant agreements signed with approved agencies.

CREDIT REQUIREMENTS: Past experience preferred in conducting successful rehabilitation program in areas where business is conducted.

CONTACT: Preapplications are made at Rural Development Area offices. The preapplication process deadline is published in the *Federal Register* each year.

Rural Housing Service

Farm Labor Housing Loans and Grants Section 514 and 516

PROGRAM DESCRIPTION: This program is for loans and grants to finance low rent housing for domestic farm laborers.

TYPE OF ASSISTANCE: Funds may be used to build, buy, improve, or repair farm labor housing and to provide related facilities.

ELIGIBILITY REQUIREMENTS: A loan can be made to an individual farm owner, association of farmers, family farm corporations, State or political subdivisions, Indian tribes, broad-based public or private non-profit organizations of farm workers.

FUND AVAILABILITY: Preapplications are selected annually based on publication of Notification of Fund Availability (NOFA) in the Federal Register.

INTEREST RATE: 1% on unpaid principal.

TERMS: 33-year mortgage or useful life of security.

COLLATERAL: Each loan will be adequately secured to protect the Government's interest.

FEES: None.

CREDIT REQUIREMENTS: Loans can be made up to the value of the security as determined by an appraisal. The applicant would contribute any difference between cost and security value.

CONTACT: Applications are made at the Rural Development State Office.

Rural Housing Service

Direct Single-Family Housing Loans Section 502

PROGRAM DESCRIPTION: Housing loans designed for low to very-low income families (80% or less of county median income).

TYPE OF ASSISTANCE: Homeownership loans may be used to buy, build, improve, or repair rural homes.

ELIGIBILITY REQUIREMENTS: Must be a rural resident or living in a town with a population of 10,000 or less, or in certain conditions, a town of 20,000 or less that is not contained in a Metropolitan Statistical Area (MSA) and has a serious lack of mortgage credit for low and moderate income families as determined by the Secretary of USDA. Families must be without decent, safe and sanitary housing, unable to obtain all of their needed credit from other sources, and have sufficient income to cover house payments, taxes, insurance and necessary living expenses.

FUND AVAILABILITY AND MAXIMUM AMOUNTS: Funding is based upon an annual appropriation. Loans may be made for up to 100% of the appraised value. Loans may be made in combination with another lender contributing up to 40% of the loan amount on a first mortgage basis, with the balance from Rural Development on a second mortgage. The Rural Development loan or portion of the loan may be subsidized based on financial need in order to show repayment capacity.

INTEREST RATE: Current interest rate is used. When a subsidy is in effect, the interest rate may be reduced to as low as 1% A.P.R. on Rural Development's loan or portion of the loan.

TERMS and COLLATERAL: Maximum repayment period is typically 33 years. Collateral is mortgage on real estate financed.

FEES: Applicant pays the credit report fee, and if a loan is made, the cost of a real estate appraisal and loan closing costs.

CREDIT REQUIREMENTS: A reasonable credit history is required.

CONTACT: Applications are made at any Rural Development office.

Rural Housing Service

Guaranteed Single-Family Housing Loans Section 502

PROGRAM DESCRIPTION: Housing loans designed for moderate income families (115% or less of county median income) who have limited down payment capacity. Loans are processed by the lender, guaranteed by the United States Government and may be sold into the secondary market.

TYPE OF ASSISTANCE: Preference to first time homebuyers. Maximum ratios are 29% principal, interest, taxes and insurance; 41% monthly obligations to total income; and up to 100% loan to value.

ELIGIBILITY REQUIREMENTS: Must be a rural resident or living in a town with a population of 10,000 or less, or in certain conditions, a town of 20,000 or less that is not contained in a Metropolitan Statistical Area (MSA) and has a serious lack of mortgage credit for low and moderate income families as determined by the Secretary of USDA. Families must be without decent, safe and sanitary housing, unable to obtain all of their needed credit from other sources, and have sufficient income to cover house payments, taxes, insurance and necessary living expenses.

FUND AVAILABILITY AND MAXIMUM AMOUNTS: Funding is based upon annual appropriations. Maximum loan amounts vary by borrower's ability to repay with 29/41 piti/td.

INTEREST RATE: Negotiated between the lender and the borrower (cannot exceed Fannie Mae's 90 day actual/actual rate plus basis points).

TERMS and COLLATERAL: 30 year fixed mortgage. Mortgage on real estate financed.

FEES: Guarantee Fee of 1.75% of loan amount is charged to the lender.

CREDIT REQUIREMENTS: A credit history which indicates a reasonable ability and willingness to meet obligations as they become due, generally meaning no late payments within the last 12 months from the date of application and a three year period from bankruptcy discharge or foreclosure.

CONTACT: Applications are made to lenders throughout the state. For a listing of Approved Lenders, contact the Rural Development State Office.

Rural Housing Service

Single Family Housing Repair Loans and Grants Section 504

PROGRAM DESCRIPTION: Low interest home improvement loans and grants, designed for very-low income individuals (50% or less of county median income).

TYPE OF ASSISTANCE: Funds can be used for making basic repairs, installing essential features, or to remove health and safety hazards.

ELIGIBILITY REQUIREMENTS: Must be a rural resident or living in a town of up to 10,000 in population, have a reasonable credit history, own inadequate (but repairable) housing, have a very-low adjusted income, and unable to obtain credit elsewhere. To qualify for grant funds, must be 62 years or older and be unable to repay a low interest loan.

FUND AVAILABILITY AND MAXIMUM AMOUNTS: Funding is based upon an annual appropriation. The maximum loan limit at one time is \$20,000. The lifetime grant maximum is \$7,500.

INTEREST RATE: Interest rate is 1% A.P.R. on loans.

TERMS: Up to 20 years

COLLATERAL: A mortgage is taken when the loan is \$7,500. or more.

FEES: Credit report fee. Closing costs if mortgage taken and an appraisal fee.

CREDIT REQUIREMENTS: Reasonable credit history.

CONTACT: Applications are made at any Rural Development office.

Rural Housing Service

Rural Housing Site Loans Section 523 and 524

PROGRAM DESCRIPTION: This program makes loans to finance building sites which may be developed into residential communities.

TYPE OF ASSISTANCE: Section 523 loans available for self-help grantees.
Section 524 loans available for non self-help grantees.

ELIGIBILITY REQUIREMENTS: Loans can be made to public or private local non-profit organizations with legal authority to buy, develop, and sell home sites to eligible applicants.

FUND AVAILABILITY: Funding is held at the National level and the State Office must request an allocation for each loan.

INTEREST RATE: Section 523 loans have a 3% interest rate. Section 524 loans are based upon market conditions.

TERMS: Two years.

COLLATERAL: Each loan will be adequately secured to protect the interest of the government.

FEES: None

CREDIT REQUIREMENTS: No down payment required. Applicants should have resources available to put together the application which will require site plans.

CONTACT: Applications are made at Rural Development Area offices.

Rural Housing Service

Self-Help Technical Assistance Grant Section 523

PROGRAM DESCRIPTION: Technical Assistance (TA) Grants to an organization to pay the cost of developing and administering a program of technical and supervisory assistance to aid very low and low-income families to build their own homes. The dual purpose of this program is to fund organizations that are willing to locate and work with families that otherwise do not qualify as homeowners and help those families learn the skills of maintaining a home by participating in its construction.

TYPE OF ASSISTANCE: Eligible applicants may qualify for two separate grants under this program. In addition to the TA grant, an additional pre-development grant of up to \$10,000 may be available, if the applicant organization lacks the financial resources to assemble the TA grant application.

ELIGIBILITY REQUIREMENTS: Applicant organization must be a state, political subdivision, public nonprofit corporation including Indian tribes or tribal corporation or qualifying private non-profit corporation.

FUND AVAILABILITY AND MAXIMUM GRANT AMOUNT: Funding is based upon annual appropriations. The TA grant depends on the experience and capabilities of the applicant and must be justified based upon the number of families to be assisted.

INTEREST RATE: None.

TERMS: A TA grant agreement may be for up to two years, depending upon the size and complexity of the grant proposal.

FEES: None.

CONTACT: Preapplications are made at Rural Development Area offices.

Rural Business-Cooperative Service

Business and Industry Loan Guarantees

PROGRAM DESCRIPTION: Loan guarantees only. The lender pays Rural Development a fee of two percent of the amount of the loan guaranteed.

TYPE OF ASSISTANCE: Loans may be for purchase of land, buildings, equipment and permanent working capital. Refinancing debts may also be eligible. Most types of businesses are eligible including recreational projects, hotels and motels, and agricultural production when part of an integrated operation.

MAXIMUM AMOUNTS: Generally the maximum amount of a loan is \$10 million with no minimum. The maximum guarantees are usually 80% on loans and less than \$5 million and 70% from \$5 million to \$9,999,999 and 60% for loans \$10 million and over.

ELIGIBILITY REQUIREMENTS: Loans are made to most all types of legal entities and individuals involved in businesses that employ people in rural areas (under 50,000 in population).

INTEREST RATE and TERMS: Interest rates are negotiated between the lender and borrower and may be fixed or variable. The term may be up to seven years for working capital; useful life of equipment not to exceed fifteen years; and up to thirty years on real estate.

OTHER: Collateral will be considered along with company history, management, repayment ability, equity, etc. A minimum of ten percent tangible balance sheet equity for existing businesses and twenty percent for new businesses is required.

CONTACT: Interested lenders may contact the Rural Development State Office.

Rural Business-Cooperative Service

Intermediary Relending Program

PROGRAM DESCRIPTION: Intermediaries (or borrowers) are private non-profit corporations, any state or local government, Indian tribe, or a cooperative. Intermediary Relending Program money is lent to them, which in turn is re-lent by them to ultimate recipients. The ultimate recipient must not be able to finance the proposed project from its own resources or through other credit sources at reasonable rates and terms.

TYPE OF ASSISTANCE: To finance business facilities and community development projects in rural areas, innovative projects, land, building construction or repair, equipment, working capital, interest feasibility studies, and professional services.

ELIGIBILITY REQUIREMENTS: Service area must be under 25,000 in population.

MAXIMUM AMOUNTS: Maximum initial Rural Development funding is \$2 million per intermediary. Maximum loan to ultimate recipient is \$250,000 and cannot exceed 75% of project cost.

INTEREST RATE: The interest rate to an intermediary is 1%. Rates to ultimate recipients will be negotiated, with lower rates encouraged.

TERM: The maximum term is 30 years.

COLLATERAL: Collateral can be real or personal property or pledged securities of intermediary or ultimate recipient.

CONTACT: Applications are made at the Rural Development State Office.

Rural Business-Cooperative Service

Rural Business Enterprise Grants

PROGRAM DESCRIPTION: These are grants for financing and developing small and emerging private businesses with less than \$1 million in revenues and which will have fewer than 50 new employees; has, or will utilize, technological innovations and commercialization of new products that can be produced/manufactured in rural areas; and new processes that can be used in such production.

TYPE OF ASSISTANCE: There is no maximum dollar limit for any one project. Funds can be in the form of a grant or for a revolving loan program.

ELIGIBILITY REQUIREMENTS: Applicants are public bodies, non-profit associations, and federally recognized Indian tribes. Projects must be in areas of less than 50,000 in population, where the unemployment rate exceeds the State rate, which have a median household income less than the State's total median household income by the 1990 Census, where the applicant has substantial experience in administering such programs, and where a specific industry is committed to locate on the site.

CONTACT: Applications are made at Rural Development Area Offices.

Rural Business-Cooperative Service

Rural Business Opportunity Grants

PROGRAM DESCRIPTION: These grants are used to promote sustainable economic development in rural communities having exceptional needs by improving the quality as well as quantity of economic activity in the community. Critical investments are needed to catalyze economic development projects, thus enabling rural communities to identify their needs and take full advantage of available resources and opportunities.

TYPE OF ASSISTANCE: There is no maximum dollar limit for any one project. The project must be in a rural area, which is any area of the state that is not within the boundaries of a city/town with a population in excess of 50,000 inhabitants.

ELIGIBILITY REQUIREMENTS: Applicants may be public bodies, non-profit corporations, Indian Tribes on federal or state reservations, and other federally recognized tribal groups, and cooperatives with members that are primarily rural residents and that conduct activities for the mutual benefits of the members

CONTACT: Applications are made at Rural Development Area Offices.

Rural Business-Cooperative Service

Rural Cooperative Development Grants

PROGRAM DESCRIPTION: Grants are for establishing and operating centers for rural technology or cooperative development for the primary purpose of improving the economic condition of rural areas by promoting the commercialization of new services and products that can be produced or provided in rural areas; new processes that can be utilized in the production of products in rural areas; and new enterprises that can add value to on-farm production through processing or marketing.

TYPE OF ASSISTANCE: Grants may be used to pay up to 75 percent of the costs of establishing or operating centers for rural technology or cooperative development. Purposes may be such things as technology research, investigations, feasibility studies, dissemination of information, commercialization of new products and processes, training, re-lending, technical assistance, research and support.

ELIGIBILITY REQUIREMENTS: Grants may be made to public bodies or non-profit institutions and Indian tribes for use in rural areas (less than 50,000 in population) and a density of not more than 100 persons per square mile.

CONTACT: Applications are made at the Rural Development State Office.

Rural Business-Cooperative Service

Rural Economic Development Loans and Grants

PROGRAM DESCRIPTION: Purpose is to develop projects that will result in a sustainable increase in economic productivity, job creation, and incomes in rural areas. Projects may include business start-ups and expansion, community development incubator projects, medical and training projects, and feasibility studies. Ineligible purposes are those which directly benefit the borrower, conflicts of interest, and costs incurred prior to the application.

ELIGIBILITY REQUIREMENTS: Applicants are current or pre-paid electric and RUS telephone borrowers. The project does not have to be within their service area. The majority of the beneficiaries must be in a rural area of under 2,500 in population.

FUND AVAILABILITY and MAXIMUM AMOUNTS: Funding is either a zero-interest loan or a grant to the borrower, which in turn is re-lent as a zero-interest loan. The maximum amount available varies each year.

TERMS: For a zero-interest loan, the borrower will sign a promissory note with a term not to exceed 10 years. Principal may be deferred up to two years. All loans will be secured. The borrower must have a specific recipient at the time of application. All loans to this recipient will be at zero interest repayment by the recipient and will ordinarily equal the term of the loan to the borrower.

Grant funds must be matched 20% up-front by the borrower. These accounts will be used as zero interest (initially) revolving loans for: community development for public bodies and non-profits; business incubators owned by non-profits; facilities and equipment for education, training or medical care of rural residents. Funds from other sources must at least equal 20% of the loan or grant amount.

CONTACT: Applications are made at the Rural Development State Office.

Rural Business-Cooperative Service

Cooperative Services Technical Assistance

PROGRAM DESCRIPTION: Cooperative Services (CS) assists rural residents in forming new cooperative businesses and improving the operations of existing cooperatives.

TYPE OF ASSISTANCE: Technical assistance for new and existing cooperatives includes such things as an initial feasibility study or the creation and implementation of a business plan. CS conducts cooperative-related research and promotes a public understanding of cooperatives through education and information.

CONTACT: Applications are made at the Rural Development State Office.

Rural Business-Cooperative Service

Value-Added Producer Grants

PROGRAM DESCRIPTION: This program is to enable producers of agricultural commodities to participate in the economic returns to be found in the value-added market.

TYPE OF ASSISTANCE: Grants are used to develop business plans and develop strategies for creating marketing opportunities. Grants may also be used for feasibility studies and to provide capital to establish alliances or business ventures that allow the producers of the value-added agricultural product to better compete in domestic and international markets.

ELIGIBILITY REQUIREMENTS: Grants will be awarded to independent producers, eligible agricultural producer groups, farmer or rancher cooperatives or majority controlled producer based business ventures.

Contact the Rural Development State Office for assistance.

Rural Business-Cooperative Service

Renewable Energy

PROGRAM DESCRIPTION: This program is designed to help agricultural producers and rural small businesses reduce energy costs and consumption and help meet the nation's critical energy needs.

TYPE OF ASSISTANCE: Funds are used to purchase renewable energy systems and make energy improvements for agricultural producers and rural small businesses.

ELIGIBILITY REQUIREMENTS: Eligible applicants must be an agricultural producer or rural small business. Individual applicants must be citizens of the United States or reside in the U.S. after being legally admitted for permanent residence. The applicant must also have demonstrated financial need.

Contact the Rural Development State Office for assistance.

Rural Utilities Service

Distant Learning and Telemedicine Loans and Grants

PROGRAM DESCRIPTION: Loans and grants are to encourage, improve, and make affordable the use of telecommunications, computer networks and related technology for rural communities to improve access to educational and/or medical services.

ELIGIBILITY REQUIREMENTS: Rural schools, libraries, hospitals, health care clinics, and related organizations which operate rural educational or health care facilities are eligible. Also eligible are Indian tribes, consortiums or partnerships, and other incorporated organizations that operate educational or medical facilities in rural areas. Funds will not be provided to State or local governments; however, State supported institutions which provide educational and/or medical services to rural areas are eligible.

PROGRAM HIGHLIGHTS: Applicants should become thoroughly familiar with the Distant Learning Telemedicine (DLT) regulations. The program is intended to fund projects which are primarily "dynamic," or those systems which deliver critically needed educational and medical services in rural areas through structured interactive educational training and /or medical professional presence over distances. Intermittent services which cannot readily show usage or tangible results such as community bulletin boards, or Internet Home pages, may be considered as adjuncts to dynamic systems, but would not be suitable as a primary purpose under the DLT.

CONTACT: Applications are made at the Rural Development State Office.

Rural Utilities Service

Water and Waste Disposal Loans and Grants

PROGRAM DESCRIPTION: Funds are for community water, sewer, storm sewer and solid waste systems.

TYPE OF ASSISTANCE: Funding is by loans and grants

ELIGIBILITY REQUIREMENTS: Applicants are public bodies (city, township, county or special district), Indian tribes, cooperatives or other nonprofit organizations. Service area must be under 10,000 in population. Applicant must be unable to borrow money elsewhere at rates and terms to make the project affordable. Grants may be available if the median household income of the borrower is at or below \$26,453 (per 1990 Federal Census), and if needed to reduce annual costs of the system to what similar communities are paying.

INTEREST RATE: Loan interest rate depends upon the median household income of the borrower. The rate can be as low as 4.5%, and will usually be no higher than commercial bond rates.

TERMS: Loan term is up to 40 years. Security is usually a general obligation bond. Repayment is by special assessments, user fees or property taxes.

CONTACT: Applications are made at Rural Development Area offices.

Rural Utilities Service

Technical Assistance and Training Grants

PROGRAM DESCRIPTION: To identify and evaluate solutions to water and waste disposal problems in rural areas, to assist in preparation of Rural Development grants, to improve operation and maintenance of existing water and waste disposal systems in rural areas.

CONTACT: Applications for providing assistance in only one state (e.g. North Carolina), should be made at the Rural Development State Office. If more than one state, apply to USDA, Rural Development, Rural Utilities Service, Washington, DC 20250.

Rural Utilities Service

Emergency Community Water and Assistance Grants

PROGRAM DESCRIPTION: Funds (all grant) are to assist applicants in obtaining water that meets standards set by the Safe Drinking Water Act where there has been a significant decline in quantity or quality within 2 years of application. There also must be a Presidential emergency designation.

ELIGIBILITY REQUIREMENTS: Applicants are public bodies (city, township, county, or special district), an Indian tribe, or a non-profit corporation. Service area must be under 10,000 in population. Applicant must be unable to borrow money elsewhere at rates and terms to make the project affordable. Funding is limited to applicants with median household incomes of at or less than \$26,453 (per 1990 Federal Census).

MAXIMUM AMOUNTS: Construction and/or replacement maximum is \$500,000. The maximum for repairs is \$75,000.

CONTACT: Applications are made at Rural Development Area offices.

Rural Utilities Service

Solid Waste Management Grants

PROGRAM DESCRIPTION: To reduce or eliminate pollution of water resources and to improve planning and management of solid waste sites.

ELIGIBILITY REQUIREMENTS: Applicants for these grants are private, non-profit, tax-exempt organizations with proven experience and ability to provide such technical assistance. Grant funds may be used for recruiting of applications or to duplicate services already provided by the organization.

CONTACT: Applications for providing assistance in only one state (e.g. North Carolina), should be made at the Rural Development State Office. If more than one state, apply to USDA, Rural Development, Rural Utilities Service, Washington, DC 20250.

North Carolina State and Area Office Information

Please contact any Rural Development office for information on available programs and information.

STATE OFFICE

State Director	919-873-2000
Administrative Programs	919-873-2020
Single-Family Housing	919-873-2060
Guaranteed Rural Housing	919-873-2051
Multi-Family Housing	919-873-2050
Rural Business & Cooperative Services	919-873-2040
Rural Utilities Services	919-873-2040
Program Support	919-873-2044

WAYNESVILLE AREA OFFICE (Serving Buncombe, Cherokee, Clay, Cleveland, Gaston, Graham, Haywood, Henderson, Jackson, Lincoln, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania and Yancey counties.)

589 Raccoon Road, Suite 202
Waynesville, NC 28786
Tel: 828/452-0319
Fax: 828/452-1644
Email: linda.whitmire@nc.usda.gov

JEFFERSON AREA OFFICE (Serving Alexander, Alleghany, Ashe, Avery, Burke, Caldwell, Catawba, Forsyth, Iredell, Stokes, Surry, Watauga, Wilkes and Yadkin counties.)

134 Government Circle, Suite 201
Jefferson, NC 28640
Tel: 336/246-2885
Fax: 336/246-9173
Email: debbie.sexton@nc.usda.gov

LUMBERTON AREA OFFICE (Serving Bladen, Brunswick, Columbus, Cumberland, Hoke, New Hanover, Pender, Robeson and Scotland counties.)

440C Caton Road
P. O. Box 7426
Lumberton, NC 28359
Tel: 910/739-3349
Fax: 910/618-9444
Email: judy.hunt@nc.usda.gov

ALBEMARLE AREA OFFICE (Serving Anson, Cabarrus, Davidson, Davie, Guilford, Mecklenburg, Montgomery, Moore, Randolph, Richmond, Rockingham, Rowan, Stanley and Union counties.)

26032-F Newt Road
Albemarle, NC 28001
Tel: 704/982-5114
Fax: 704/983-7921
Email: lynn.whittington@nc.usda.gov

HENDERSON AREA OFFICE (Serving Alamance, Caswell, Durham, Franklin, Granville, Halifax, Orange, Person, Vance and Warren counties.)

945-B W. Andrews Ave.
Henderson, NC 27536
Tel: 252/438-3141
Fax: 252/438-3647
Email: jeanette.currin@nc.usda.gov

WILLIAMSTON AREA OFFICE (Serving Beaufort, Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Hyde, Martin, Northampton, Pasquotank, Perquimans, Pitt, Tyrrell and Washington counties.)

104 Kehukee Park Road
Williamston, NC 27892
Tel: 252/792-7197
Fax: 252/809-0561
Email: leyta.hollis@nc.usda.gov

GARNER AREA OFFICE (Serving Chatham, Edgecombe, Johnston, Harnett, Lee, Nash, Wake and Wilson counties.)

Hartwell Plaza
1027 Hwy. 70 West, Suite 219
Garner, NC 27529
Tel: 919/779-7164
Fax: 919/779-9068
Email: janet.black@nc.usda.gov

KINSTON AREA OFFICE (Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico, Sampson and Wayne counties.)

2044-C Hwy 11/55 South
P. O. Box 6189
Kinston, NC 28501
Tel: 252/526-9799
Fax: 252/526-9607
Email: connie.miller@nc.usda.gov

Revised on October 1, 2004.

BID OPEN: JULY 26, 2005

2:00 pm

COMMUNICATIONS TOWER

WEST WING CONF. ROOM

Vendor	Standard Tower Bid	Options T-Boom	Options Sidearm	Options Dish Mount	Notes
Sabre Communications	168,288.00	1,228.00	721.00	450.00	Option-Perf. Bond 2,643.00
Radian Communications Services	206,015.00	5,200.00	400.00	450.00	
Central Tower	No bid				

Bids opened and read by:

Kathy Scott

Updated 08/01/05 from signed bid open on 07/26/05

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
AUGUST 15, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the District Courtroom, located in Pittsboro, North Carolina, at 6:00 PM on August 15, 2005.

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

The Chairman called the meeting to order at 6:00 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 that Item #2, (#3), Carol Holcomb, Attorney CPS/APS contract be removed from the Consent Agenda and placed on the Agenda for consideration at the next Board of Commissioners' meeting. He also asked, at the request of Mr. Rode, that Item #13, consideration of a request by Rode Enterprises, Inc. to add .311 acres (13,548 square feet) to the existing B-1 Business district, located at the intersection of US Highway #1 and SR #1012, Pittsboro-Moncure Road in Haw River Township and Item #21 consideration of a request to appoint a member to the Human Relations Committee be removed from the Agenda and considered at a later date. The Chairman explained that Items #16, Amendment to the Chatham County Communications Tower Ordinance, #17, Construction of Self-Supporting Communications Tower, #18, Award of bid for Harpers Crossroads communication Tower, #19, Approval of Southwest Water District Minutes, and #20, approval of Southeast Water District Minutes had been acted upon during the Work Session.

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

Commissioner Outz moved, seconded by Commissioner Cross, to approve the Agenda and Consent Agenda with the noted requests:

1. **Minutes:** Consideration of a request to approve Board minutes as follows:

July 18, 2005 Regular Meeting
July 18, 2005 Work Session
August 01, 2005 Regular Meeting
August 01, 2005 Work Session

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

2. **Department of Social Services Contracts:** Consideration of a request to approve ten contracts for the Fiscal Year July 01, 2005 – June 30, 2006 for the Department of Social Services as follows:

1. Gunn & Messick – CPS/APS Backup Contract
2. Gunn & Messick – Child Support
3. ~~Carol Holcomb Attorney CPS/APS~~

4. Chatham Transit Network –
Transportation/MA
5. Chatham Trades
6. Chatham County Sheriff's Department – Child
Support/Deputy Enforcement
7. Jane Malpass Consultant
8. Chatham Together
9. Rosemary Street Properties, LLC – Lease for
Child Support
10. Child Care Networks, Inc.

Contract #3, Carol Holcomb, Attorney CPS/APS was removed from the Consent Agenda and will be considered at the next meeting. The contracts are attached hereto and by reference made a part hereof.

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

3. **Request for Revision to Roadway Status for "Windham, Phase I":** Consideration of a request by Eric Schwartz on behalf of Landco Realty for revision to roadway status for "Windham, Phase I", to change from a County standard private road to a State maintained public road; and for sketch design approval of "Windham, Phase II", consisting of 22 lots on approximately 123 acres, located off North Pea Ridge Road, SR #1700, New Hope Township

As per the Planning Department and Planning Board recommendation, the request to change the roadway in Windham, Phase I from a County standard private road to a State maintained public road (according to NCDOT standards and requirements) and the sketch design were granted as submitted.

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

4. **Sketch, Preliminary, and Final Approval of Currin Survey:** Consideration of a request by Robert Dale Currin for sketch, preliminary, and final approval of survey for "Robert Dale Currin & wife Vickie Rayben Currin", consisting of one (1) non-residential lot on 1.67 acres, located off Moncure-Pittsboro Road, SR #1012, Haw River Township

As per the Planning Department and Planning Board recommendation, sketch, preliminary, and final approval of the request were granted with the following conditions:

1. The commercial driveway permit be received by staff prior to issuance of a certificate of occupancy for the automotive repair garage.
2. The storm water retention pond be installed prior to issuance of a certificate of occupancy for the automotive repair garage.

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

5. **Final Approval of "Colvard Farms, Phase VI and VII":** Consideration of a request by Jeff Hunter on behalf of Colvard Farms Development Company, LLC for subdivision final approval of "Colvard Farms, Phase VI and VII", consisting of 37 lots on approximately 30 acres, located off Highway #751, Williams Township

As per the Planning Department and Planning Board recommendation, final approval of Phase VI and Phase VII and the road name "Fairstone Court" were approved as submitted.

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

6. **Request for Modification to Existing Conditional Use Permit for Colvard Farms:** Consideration of a request by Jeff Hunter on behalf of Colvard Farms for a modification to the existing Conditional Use Permit for a Planned Unit Development, specifically for a cluster development to add one (1) acre of land and one (1) lot, bringing the total number of lots approved to 146, and a request for sketch design approval of Phase VIII, consisting of four (4) lots on 3.76 acres (portion of previously approved Phase VII) located off Highway #751, Williams Township

As per the Planning Department and Planning Board recommendation, the five findings were made and the request approved as submitted.

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

7. **Request for Extension of Time on Existing B-1 Conditional Use Business District:** Consideration of a request by George Farrell on behalf of Kunal Enterprises, LLC for an extension of time on the existing B-1 Conditional Use Business District with Conditional Use Permit for limited business uses, located on the northeast side of the intersection of Bob Horton Road (SR #1744) and US Highway #64 East in New Hope Township

As per the Planning Department and Planning Board recommendation, the request for a one (1) year time extension to expire on July 19, 2006 was granted as requested.

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

8. **Vehicle Bids for Sheriff's Office:** Consideration of a request to award the bid to successful bidder for six new and eight replacement vehicles in the Sheriff's Office

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

END OF CONSENT AGENDA

PUBLIC INPUT SESSION

Loyse Hurley, 16 Matchwood, Pittsboro, NC, stated that she was the president of CCEC; that she was there to talk about a seemingly tabled issue; that Chapel Ridge had just been cited for silt runoff; that the Corps of Engineers is evaluating Briar Chapel for potential silt runoff; that she is concerned with new construction activities around the County; that Fearington Village has had sedimentation problems from the construction on Highway #15-501; that many recently approved developments have not yet broken ground; and that the County may see more of this problem in the future. Ms. Hurley urged the County to expedite the hiring of sedimentation and erosion control officers.

Sally Kost, 1101 New Hope Church road, Apex, NC, stated that there are currently two annexation requests being considered by Cary; that she asked if the Board or the Planning Board had discussed this with the Town of Cary; that the Board made a commitment to begin dialogue with the Town of Cary and to this point, little or nothing has been accomplished; that the vision for Chatham County should be defined by the County rather than letting Cary do it; and that a plan is important for the future.

BOARD OF COMMISSIONER'S MATTERS

Public Hearing:

Public Hearing on CDBG Economic Development Grant Application:
Second public hearing to receive public comments on a CDBG Economic Development Grant application

Bill Lester briefed the Board on the intent of the grant to secure water to Southern Supreme in Bear Creek.

The Chairman opened the floor for public comments.

There was no one present who wished to make public comments.

Chairman Morgan closed the public hearing.

Other:

Resolution of Support for the Submission of a Community Development Block Grant for Economic Development: Consideration of a request to approve a Resolution of Support for the Submission of a Community Development Block Grant for Economic Development – Water System Improvements to serve Southern Supreme, Chatham County, North Carolina

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt Resolution #2005-47 of Support for the Submission of a Community Development Block Grant for Economic Development – Water System Improvements to Serve Southern Supreme, Chatham County, North Carolina, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Resolution to Execute Community Development Block Grant Related Documentation: Consideration of a request to approve a Resolution to Execute Community Development Block Grant Related Documentation – Water System Improvements to serve Southern Supreme, Chatham County, North Carolina

Commissioner Emerson moved, seconded by Commissioner Barnes, to adopt Resolution #2005-48 to Execute Community Development Block Grant Related Documentation – Water System Improvements to Serve Southern Supreme, Chatham County, North Carolina, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

EMERGENCY OPERATIONS

Public Hearing:

Public Hearing on Proposed National Incident Management System Ordinance: Public hearing to receive public input on the proposed Chatham County National Incident Management System Ordinance and consideration of a request to approve the proposed Chatham County National Incident Management System Ordinance

The Chairman opened the floor for public comments.

There was no one present who wished to make public comments.

Chairman Morgan closed the public hearing

Commissioner Barnes moved, seconded by Commissioner Outz, to approve the Chatham County National Incident Management System Ordinance, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

PLANNING AND ZONING

Addition of Acreage to Existing B-1 Business District: Consideration of a request by Rode Enterprises, Inc to add .311 acres (13,548 square feet) to the existing B-1 Business District, located at the intersection of US Highway #1 and SR #1012, Pittsboro-Moncure Road in Haw River Township

This item was removed from the Agenda at the request of the applicant.

Expansion and Revision to Existing Conditional Use Permit for Private Campground: Consideration of a request by Frank Kent Dickens for an expansion and revision of the existing Conditional Use Permit for a privately owned campground, specifically for campers, travel trailers, and recreational vehicles/motor homes to add 18.7 acres (total 26 acres) to include 84 additional sites (total 105 sites) along with a swimming pool, bath house and laundry facility, located off SR #1916, Corinth Road in Cape Fear Township

As per the Planning Department and Planning Board recommendation, Commissioner Cross moved, seconded by Commissioner Barnes, to grant the request for an expansion and revision of the existing conditional Use Permit for a privately owned recreation camp and grounds, specifically for campers, travel trailers, and recreational vehicles/motor homes to add 18.7 acres (total 26 acres) to include 84 additional sites (total 105 sites) along with a swimming pool, bath house and laundry facility, to be located off SR #1916, Corinth Road, in Cape Fear Township with the following fourteen conditions:

1. Construction of the campground shall commence within twelve (12) months of approval of the request for the Conditional Use Permit or the permit shall become null and void. Commencement of construction shall, at a minimum, mean that clearing and grading has commenced with an approved erosion control permit.
2. There shall be no more than 84 units on the additional 18+ acres for a total of 105 units. The spaces may be completed in phases as stated in the application.
3. Campground use is for temporary use only. "Temporary" is defined in this instance as up to two (2) years per unit. No permanent structures or tents are allowed, only campers, travel trailers, recreational vehicles and motor homes.
4. Units must be spaced a minimum distance of 30 feet apart.
5. The roadway extension may be completed in phases and shall be a minimum of 30 feet wide with a 16 foot wide travelway with four (4) inches of crush and run stone. The roadway for each phase shall be completed prior to a certificate of occupancy being issued for the phase.
6. No new signage is proposed by this application.
7. Lighting is allowed as shown on the site plan and shall be placed a minimum of 50 feet from the property lines and shall conform to the Chatham County Draft Lighting Ordinance.
8. Required landscaping/buffering on Dickens RV Park #1 and #2 shall be completed prior to issuance of the certificate of occupancy for the first phase of RV Part #2. There shall be a Type A, opaque buffer a minimum width of 25 feet wide along the southern boundary, (Corinth Road) of RV Park #2. The buffer is recommended to consist of a mixture of Virginia pine, eastern red cedar trees in a minimum 10 gallon size along with wax myrtles and other evergreen shrubs in a minimum size of 3 gallons. The original buffering along the Corinth

Road side of RV Park #1 shall be expanded to the same width (25 feet) to include the same type of plantings. Landscaping/buffering along the northern and eastern boundaries is not recommended by the Planning Department staff. A fifty foot setback shall be reserved along the eastern property line with Utley and the access drive shall not be located within said area. Interior plantings shall be as shown on the site plan and additional trees are recommended within the interior, if space allows.

9. Required storm water management devices shall be in place prior to issuance of the certificate of occupancy for the first phase.
10. If an erosion control permit is required by NCDENR due to the amount of clearing necessary for construction of the campground and roadway, said permit shall be provided by the applicant to the Planning staff prior to any land disturbing activity or prior to the issuance of a building permit.
11. There shall not be any trash accumulation on the campground property. Trash removal shall be the responsibility of the campground owner.
12. The property owner shall maintain a log of record on the occupants of the campground. This information is to include the name of the temporary resident, the tag number of the camper, motor home, travel trailer, or recreational vehicle, and the dates they checked into the campground as well as the dates they checked out. A copy of this log shall be available to the Planning Department and a copy filed in the Planning Department office every twelve months.
13. A building permit shall not be issued for any phase without the required permits from the Chatham County Environmental Health Department.
14. Occupancy of the campground shall not commence until all required state or county approvals have been received.

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

Revision to Existing Conditional Use Business District for Auto Repair Garage: Consideration of a request by Cynthia Perry on behalf of Lynwood & Elizabeth Daniel for a revision to the existing B-1 Conditional Use Business District with Conditional Use Permit for an Auto Repair Garage to a conditional use permit for (1) Sporting goods sales; (2) Printing and publishing; (3) Incidental storage of goods intended for retail sales on the premises; and (4) Uses and structures customarily accessory to any permitted use, on approximately 1.28 acres, located off SR #1540, Jones Ferry Road in Baldwin Township

As per the Planning Department and Planning Board recommendation, Commissioner Emerson moved, seconded by Commissioner Outz, to grant a revision to the existing B-1 conditional Use Business District with Conditional Use Permit for an Auto repair Garage to a conditional use permit for (1) Sporting goods sales; (This specific request and subsequent approval is not for walk-in retail sales, but is for sales through the internet and phone); (2) Printing and publishing; (3) Incidental storage of goods intended for retail sales on the premises; and (4) Uses and structures customarily accessory to any permitted use with the following three (3) conditions:

1. A revised site plan shall be furnished to staff showing a 40 foot wide strip of land to be reserved for possible future landscaping/buffering if the adjacent properties belonging to Daniel are sold or developed in the future.

2. Lighting shall be as stated in the applicant's text and shall conform to the Chatham County Draft Lighting Ordinance.
3. Signage is allowed to be one non-illuminated sign no larger than 32 square feet in area.

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

BOARDS AND COMMITTEES

Human Relations Committee: Consideration of a request to appoint a member to the Human Relations Committee by Chairman Morgan

An appointment to the Human Relations Committee was deferred until a later date.

MANAGER' S REPORTS

The County Manager reported on the following:

The State adopted the budget; that included in the budget was \$450,000 allocated to the building of the Central Carolina Community College in the Chatham County Business Park; and that there was also a \$50,000 allocation for bio-technology at the Pittsboro Campus.

COMMISSIONERS' REPORTS

Chapel Ridge:

Chairman Morgan asked that a presentation on Chapel Ridge and the erosion situation be placed on the agenda for next meeting

Next Board of Commissioners' Meeting:

Chairman Morgan reminded everyone that the next Board of Commissioners' meeting will be held on Tuesday, September 6, 2005

Impact Fee:

Commissioner Cross expressed concern with regard to an earlier matter he brought before the Board regarding the possibility of a citizen paying impact fees twice on a mobile home that is to be moved from one location and relocated approximately one mile away within the County.

A discussion ensued and the Board asked that Staff look into this issue and report back to the Board.

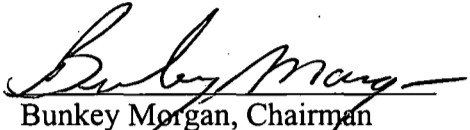
Commissioner Emerson stated that Commissioner Cross had a very valid point; that the Board should give it due diligence; that he recommends that management, at the next Work Session, come prepared with possible alternatives and steps required to change the ordinance; that research with other counties be done; that the Institute of Government be contacted in order to obtain more information so that a more informed decision can be made.

Commissioner Cross stated that the mobile home was put into place before the County's impact fee was established; that the man needs a decision; that if the impact fee can not be waived, he is going to have to let the mobile home be repossessed.

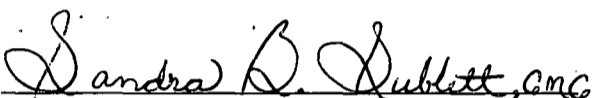
Chairman Morgan asked that this matter be placed on the September 19, 2005 Board of Commissioners' Work Session.

ADJOURNMENT

Commissioner Outz moved, seconded by Commissioner Emerson, that the meeting be adjourned. The motion carried five (5) to zero, and the meeting was adjourned at 6:46 PM.


Bunkey Morgan, Chairman

ATTEST:


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

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

CONTRACT OF EMPLOYMENT

THIS CONTRACT, make and entered into this 1st day of July, 2005, by and between the CHATHAM COUNTY COMMISSIONERS and the CHATHAM COUNTY DEPARTMENT OF SOCIAL SERVICES, parties of the first part; and ROBERT L. GUNN, Attorney, office located at 90 W. Salisbury Street, Pittsboro, North Carolina 27312, party of the second part;

W I T N E S S E T H:

THAT WHEREAS, the parties of the first part desire to employ said party of the second part as its attorney and counselor at law, upon the following terms:

1. This contract shall begin July 1, 2005, and shall unless sooner terminated as hereinafter provided exist and continue through June 30, 2006.
2. Said party of the second part, upon reasonable notice, is to be available for consultation, legal advice, and representation in those legal matters arising from the duties of the party of the first part under Chapter 7A of the North Carolina General Statues. This representation shall be for the Child Protective Services Program in Chatham County in those instances where Carol Holcomb, Attorney at Law, has a conflict or for other reason is unable to represent the Department.
3. Said party of the second part, upon reasonable notice, is to be available for consultation, legal advice and representation of those legal matters arising from duties of the party of the first part under N.C.G.S. 108-A-99. This representation shall be for the Adult Protective Services Program in Chatham County.

4. For his services under this contract, the party of the first part agrees to pay party of the second part ONE HUNDRED DOLLARS (\$100.00) per hour for each hour spent by the party of the second part providing legal services under the Child Protective Services Program and the Adult Protective Services Program. Such hourly rate shall encompass all expenses, including but not limited to, those for salary, supplies, office space, heating, maintenance for office space, telephone service, and travel, except travel to regional training conferences. The party of the first part agrees to pay all court costs and filing fees, which are required to be paid in conjunction with services provided by the attorney under this agreement.

5. This contract may be terminated or amended by mutual consent of both parties; or terminated by either party by first giving the other party 60 days written notice thereof. It may also be terminated by parties of the first part without prior notice in the event that Federal, State or local funds shall no longer be available to support the program herein contemplated.

6. Party of the second part agrees to comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant thereto.

7. Party of the second part agrees to restrict the use or disclosure of information obtained in connection with the administration of North Carolina's programs for the provision of services concerning applicants for and recipients of those services to purposes directly connected with the administration of the service program

IN TESTIMONY WHEREOF, said parties have executed this contract in triplicate originals.

CHATHAM COUNTY

By: *B. L. May* Date: 8/15/05
Chairperson, Board of Commissioners

Attest

Vandra B. Sublett Date: 8-15-05
Clerk, Board of Commissioners

(County Seal)

CHATHAM COUNTY DEPARTMENT OF
SOCIAL SERVICES

By: *John Tanner* Date: 7-26-05
John Tanner, Director

Robert L. Gunn Date: 7-1-05
Robert L. Gunn, Attorney at Law

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

Vicki M. Com Date: 8/2/05
Finance Officer

Approved as to form and legality.

Robert L. Gunn Date: 7-1-05
County Attorney

STATE OF NORTH CAROLINA

CONTRACT OF EMPLOYMENT

COUNTY OF CHATHAM

THIS CONTRACT, made and entered into this 1st day of July, 2005, by and between the CHATHAM COUNTY COMMISSIONERS, party of the first part; and GUNN & MESSICK, Attorneys located at 90 W. Salisbury Street, Pittsboro, North Carolina 27312, party of the second part;

W I T N E S S E T H:

THAT WHEREAS, the party of the first part desires to employ said party of the second part as its attorney and counselor at law, upon the following terms:

1. This contract shall begin July 1, 2005 and shall exist and continue through June 30, 2006 subject to the availability of funds for the provision of services, continued compliance by party of the second part with applicable standards for the stated services, and other terms of the agreement as stated herein.
2. A partner of said party of the second part, upon reasonable notice, is to be available for consultation, legal advice and representation in all legal matters arising from the duties of the party of the first part under Sections 128 through 140 of Chapter 110 of the North Carolina General Statutes and United States Public Law 93-647. This representation shall be for the Child Support Enforcement Program in Chatham County.
3. Said party of the second part agrees to comply with all requirements of Sections 128 through 140 of Chapter 110 of the North Carolina General Statutes, Title 40 of the United States Code, Sections 651 through 660, and the regulation promulgated pursuant thereto relating to the performance of program legal services including, but not limited to, maintaining such records as are required by the party of the first part, to make said records available for federal or state audit if

required, and to make financial, statistical, and program progress reports as are required.

4. Party of the second part agrees to restrict the use or disclosure of information obtained in connection with the administration of North Carolina's programs for the provision of services concerning applicants for and recipients of those services to purposes directly connected with the administration of the service program

5. For services rendered under this contract, the party of the first part agrees to pay the party of the second part ONE HUNDRED DOLLARS (\$100.00) per hour for each hour spent by the party of the second part providing legal services under the Child Support Enforcement Program. Such hourly rate shall encompass all expenses, including, but not limited to, those for salary, supplies, office space, heating and maintenance for office space, telephone service, long-distance telephone calls and travel, except travel to regional training conferences. The party of the first part agrees to pay all court costs and filing fees, which are required to be paid in conjunction with services provided by the attorney under this agreement. The maximum amount to be paid hereunder as attorneys fees is estimated to be \$22,000.00.

6. The party of the second part further agrees to attend at least one training session on Child Support Enforcement per year conducted by the Child Support Enforcement Agency. Reimbursement shall be made based upon the hourly rate but not to exceed a maximum of \$200.00 for the full two day session, or \$100.00 for each day attended, or such amount as set by the State Child Support Enforcement Agency. Travel and per diem for attendance at a regional training session shall be reimbursed at the prevailing county rate upon approval of the local IV-D agency head.

7. This agreement may be terminated or amended upon mutual agreement of both parties; or terminated by either party upon thirty (30) days prior notice in writing to the other party,

except that violation of State law or of established standards concerning provision of the services may result in termination of the agreement without thirty days (30) days prior notice. In the event reimbursement to the County is not available and/or continued at a level sufficient to allow for the continuation of this agreement, the agreement shall be terminated immediately upon receipt of a notice of termination from the County. The County will pay the party of the second part the agreed upon amount under the terms of this agreement up to the effective date of the termination.

8. Party of the second part agrees to comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to that Title.

IN TESTIMONY WHEREOF, said parties have executed this contract in triplicate originals, one of which is to be retained by the party of the first part, one of which is to be retained by the party of the second part, and one who which is to be filed with the Child Support Enforcement Section, Division of Social Services, Department of Human Resources, Raleigh, North.

CHATHAM COUNTY


By: *B. Long May* Date: 8/15/05
Chairperson, Board of Commissioners

Attest


Sandra B. Sublett Date: 8-15-05
Clerk, Board of Commissioners

(County Seal)

CHATHAM COUNTY DEPARTMENT OF
SOCIAL SERVICES

By:  Date: 7-26-05
John Tanner, Director


GUNN & MESSICK, Attorneys at Law

 Date: 7-1-05
Robert L. Gunn, Attorney at Law

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

 Date: 8/2/05
Finance Officer

Approved as to form and legality.

 Date: 7-1-05
County Attorney

STATE OF NORTH CAROLINA

CONTRACT

COUNTY OF CHATHAM

THIS AGREEMENT is entered into as of the 1st day of July, 2005 by and between CHATHAM COUNTY, a body politic and corporate of the State of North Carolina, hereinafter sometimes referred to as "COUNTY"; and CHATHAM TRANSIT NETWORK, hereinafter sometimes referred to as "C.T.N."

WITNESSETH:

The parties hereto agree as follows:

1. The purpose of this agreement is to outline the conditions under which C.T.N. will provide transportation for Work First clients, and for Medicaid recipients eligible and authorized for Medicaid under the North Carolina Medicaid Program to the nearest medical provider. Transportation shall be provided by the least expensive means.

2. C.T.N. agrees to transport Medicaid recipients from their respective homes in Chatham County to the nearest medical provider appropriate for the recipient's needs, and to pick them up at that facility and return them to their respective homes. Transportation for medical care under this Agreement is limited to those services covered by the North Carolina Medicaid State Plan. It is further agreed that during the term of this contract that C.T.N. shall be the sole provider of transportation for Medicaid recipients and shall, at its election, provide the service contracted for herein by its employees or by its subcontractors, whichever is the least expensive.

3. C.T.N. also agrees to provide transportation for Work First clients under the terms of this contract as from time to time authorized by Work First Employment case managers. Work First case managers will initiate arrangements for necessary Work First client transportation with C.T.N.

4. C. T. N. shall submit separate invoices for services to the Work First program separate from, and will not combine these charges with charges for Medicaid transportation. An invoice, based on the rates set forth in Exhibit A - Rate Schedule will be submitted when the arranged transportation has been provided.

5. C.T.N. agrees to complete such documentation as required by Chatham County Department of Social Services in accordance with training and instructions provided by Chatham County Department of Social Services and the Division of Medical Assistance Administrative Letter No. 01-95 dated July 1, 1994 and addenda (see attached).

6. Title XIX Transportation Log (DMA-2056) containing only Chatham County recipients shall be sent to Chatham County Department of Social Services monthly for receipt no later than the 5th day of the following month.

7. (a) The County will pay to C.T.N. for services rendered pursuant to this contract, those amounts called for by Exhibit A - Rate Schedule, which is attached hereto and incorporated herein by reference.

(b) Rates may be reviewed with a view toward re-negotiation if it is deemed necessary.

(c) When non-Medicaid passengers are transported along with Medicaid passengers, charges for each one-way trip shall be computed by dividing the number of Medicaid passengers by the total number of passengers being transported and multiplying the cost of the one-way trip by the resulting fraction.

(d) C.T.N. shall furnish to Chatham County Department of Social Services sufficient statistical documentation to establish the trip rate to be used for the next year. This

information should be transmitted to the Department of Social Services by March 15th of each year.

(e) C.T.N. agrees to protect, defend, indemnify and hold the County of Chatham and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, recoveries, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. C.T.N. further agrees to investigate, handle, respond to, provide defense for and respond to, any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

8. C.T.N. agrees to provide and maintain adequate insurance coverage as follows:

(a) Workers Compensation covering all employees, if any, meeting statutory requirements and in compliance with applicable state and federal laws.

(b) Comprehensive general liability coverage with minimum limits of \$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage coverage. This shall include premises and operations; independent contractors; products and completed operations, contractual liability; and broad form property damage.

(c) Business auto liability coverage with minimum limits of \$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage coverage. This shall include owned vehicles, hired or non-owned vehicles, and volunteer or employee non-ownership.

(d) Professional errors and omissions coverage, including civil rights coverage, with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

(e) To the extent feasible, the County shall be named as an additional insured on both the comprehensive general liability and business auto policies required hereby. Certification evidencing such coverage shall be furnished to the County upon request with a requirement that the County receive not less than thirty (30) days notice in the event of cancellation or modification of any stipulated coverage which falls below levels required in this agreement.

9. The Chatham County Department of Social Services agrees to reimburse C.T.N. at a rate shown upon exhibit A attached hereto.

10. C.T.N. agrees to provide such documentation as is required to support billing the Medicaid Program per each Medicaid recipient. C.T.N. will submit its charges for transportation of Medicaid eligibles monthly by the fifth day of the month following the month of service. C.T.N. must submit DMA-2056 log with each bill.

11. The Chatham County Department of Social Services agrees to reimburse C.T.N. within two weeks after receiving the statement for services rendered, with proper and complete documentation by forwarding payment to the following address:

Chatham Transit Network
P.O. Box 1032
Pittsboro, North Carolina 27312

If documentation is incomplete, no reimbursement shall be made until the documentation has been supplied to and accepted by Chatham County Department of Social Services.

12. C.T.N. agrees to provide all insurance, fuel, maintenance and repairs and all other operating expenses for each vehicle.

13. The term of this contract shall begin July 1, 2005 and shall continue until and including June 30, 2006. The parties contemplate renewal on a year to year basis under terms

mutually acceptable. This agreement represents the entire understanding of the parties in respect to the subject matter of this agreement; it may not be amended or modified except in writing signed by both parties hereto

14. This agreement may be terminated at any time by either party giving thirty (30) days written notice to the other party. This contract may also be immediately terminated by the County upon C.T.N.'s failure to comply with all terms of this agreement, or for fraud, misrepresentation or failure to comply with North Carolina Division of Medical Assistance Administrative Letter Number 01-95 and addenda, and it may also be terminated in case Federal, State or Local funding should be terminated or reduced to the point that sufficient funds are not available to fund the program.

15. C.T.N.'s records relating to transportation of Medicaid patients shall be open to inspection by employees and representatives of the Chatham County Department of Social Services, state or federal auditors and to agents of Division of Medical Assistance, Health Care Finance Administration and Office of Inspector General at all reasonable times. Chatham County Department of Social Services may select a sample from the monthly transportation log submitted by C.T.N. to assure accuracy of billing and transportation provided and compliance with the terms of DMA Administrative Letter 01-95 and addenda.

16. It is specifically understood and agreed that C.T.N. is an independent contractor and is not an agent or employee of the County.

17. The Director of Social Services shall be the contract administrator for this contract on behalf of Chatham County.

18. C. T. N. shall comply with Title VI and VII of the Civil Rights Act of 1964 and all

requirements imposed by or pursuant to the regulations issued pursuant to that Title.

19. Notices sent hereunder shall be sufficient if hand delivered, or mailed to the following addresses:

CHATHAM COUNTY DSS
P.O. Box 489
Pittsboro, North Carolina

CHATHAM TRANSIT NETWORK
P.O. Box 1032
Pittsboro, North Carolina 27312

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in duplicate originals by its duly authorized officials the day and year written above.

CHATHAM COUNTY

By: Betty Mays 8/15/05
Chairperson, Board of Commissioners

ATTEST:

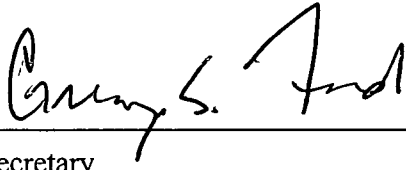
Sandra B. Sublett
Clerk, Board of Commissioners

CHATHAM TRANSIT NETWORK

By: [Signature]
Authorized Representative

(Corporate Seal)

ATTEST:



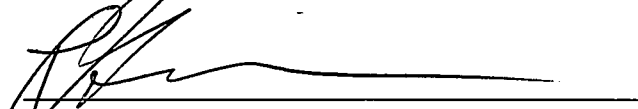
Secretary

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



County Finance Officer

Approved as to form and legality.


County Attorney

RATE SCHEDULE EXHIBIT
CONTRACT FOR TRANSPORTATION SERVICES
BETWEEN CHATHAM TRANSIT NETWORK ("Network")
AND CHATHAM COUNTY DEPARTMENT OF SOCIAL
SERVICES ("Agency")

DATED June 23, 2005

1. The Agency will pay the Network an Up-front Assessment of five hundred dollars (\$500) for the period beginning July 1, 2005 and ending June 30, 2006.

2. For the Network's fiscal year ending June 30, 2006, the Agency shall pay the Network for transportation services at the rates of:

\$.64 per mile and \$16.58 per hour

\$ 9.49 for a one way medical trip within the town limit or up to one (1) mile outside the town limit of Siler City or Pittsboro

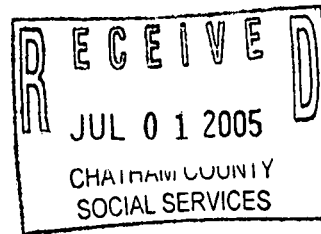
\$ 37.83 for a one way medical trip up to 55 miles in length

\$ 75.15 for a one way medical trip over 55 miles in length

\$16.58 per hour wait time

These rates are subject to change when and if the price of gasoline exceeds \$2.50 per gallon.

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM



AGREEMENT

This AGREEMENT made and entered into this 1st day of July, 2005 by and between CHATHAM TRADES, INC. a non-profit corporation organized and existing under and by virtue of the laws of the State of North Carolina, located at 909 Alston Bridge Road, Siler City, North Carolina, hereinafter sometimes referred to as "Contractor; and CHATHAM COUNTY acting through it's Department of Social Services, hereinafter sometimes referred to as "Department;

WITNESSETH:

WHEREAS, the Department has need of assistance by way of vocational evaluation services in connection with its Work First Program; and

WHEREAS, the Contractor has experience in providing vocational evaluation services in Chatham County; and

WHEREAS, the parties have reached agreement for the Contractor to provide vocational evaluation services to the Department, and wish to enter this agreement to memorialize their understanding.

NOW, THEREFORE, the parties hereby agree as follows:

1. This contract is effective July 1, 2005 and unless sooner terminated as hereinafter provided, shall continue until midnight, June 30, 2006.
2. Contractor will provide vocational evaluation services for each referred Work First participant, which shall include the following as a minimum:
 - a. Individualized goal plans will be developed by the Chatham Trades staff and agreed upon by Work First personnel and the Work First participant involved. The goal plan will include only vocational training goals to be met.

b. The participant's failure to attend will be reported to the referring Employment Case Manager immediately.

c. A written vocational evaluation report will be submitted to the referring Employment case Manager at the end of the agreed upon evaluation period.

d. Hold an exit staffing conference with each participant, representatives of the County DSS, the vocational evaluator, and others as appropriate.

3. Contractor will provide the Work First participant with transportation to and from Chatham Trades when requested by the referring agency.

4. Prior to the admission of the Work first participant for these services, CHATHAM COUNTY will provide the contractor:

- a. Completed application form
- b. Medical reports (if available)
- c. Psychological and/or Psychiatric evaluations (if available)
- d. Other pertinent client information (including present status of the applicant)
- e. Previous vocational evaluations (if available)
- f. The number of days approved for evaluation and transportation services

5. Contractor's record keeping, reporting methods, and financial transactions will be in accordance with regulations set forth under OMB 133-A for non-profit organizations and DSS.

6. For services provided pursuant to paragraph 2 of this contract, and with proper documentation, the Department will compensate Contractor in the amount of \$53.21 per day.

7. For transportation services provided pursuant to paragraph 3 of this contract, and with proper documentation, the Department will compensate Contractor in the amount of \$10.52 per day.

8. Contractor shall prepare and submit the bill for services by the 10th day of each month during the term of this contract.

9. All records and forms concerning the clients or the program will be available for inspection by the Department's duly authorized staff, monitors, and auditors. Contractor shall retain all records concerning performance and administration of this contract for at least three years, which records will be available to the Department at any reasonable time.

10. Contractor shall use generally accepted accounting procedures in maintaining complete financial records concerning administration of this contract.

11. Contractor shall comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to that Title.

12. Restrict the use or disclosure of information obtained in connection with the administration of North Carolina's programs for the provision of services concerning applicants for and recipients of those services to purposes directly connected with the administration of the service program

13. Department shall compensate Contractor monthly on a cost basis. Cost shall be reported to the Department of Social Services no later than the tenth (10th) of the month following delivery of the services.

14. This contract shall become effective July 1, 2005 and unless sooner terminated as hereinafter provided shall expire at midnight, June 30, 2006. This contract may be terminated or amended by mutual consent. It may also be terminated by either party giving the other 30 days prior notice in writing of its election to terminate or amend this agreement. Department of Social

Services may also terminate this agreement in the event reimbursement to Department of Social Services is not available or continued at an aggregate level sufficient to maintain this contract.

15. IN TESTIMONY WHEREOF, the parties have caused this contract to be executed by its appropriate officers as of the day and year first above written.

CHATHAM TRADES, INC.

By: [Signature] (SEAL)

CHATHAM COUNTY

By: [Signature] 8/15/05 (SEAL)
Chairman, Board of Commissioners

ATTEST:

[Signature] (SEAL)
Secretary

DATE: 8-15-05

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

[Signature] (SEAL)
VICKIE McCONNELL
Finance Officer

Date: 8/2/05

17. Approved as to form and legality.

[Signature] (SEAL)
ROBERT L. GUNN
Chatham County Attorney

STATE OF NORTH CAROLINA

CONTRACT AND AGREEMENT

COUNTY OF CHATHAM

This Contract and Agreement, made and entered into this 1st day of July, 2005, by and between the CHATHAM COUNTY DEPARTMENT OF SOCIAL SERVICES, hereinafter referred to as "DSS"; party of the first part; RICHARD H. WEBSTER, SHERIFF OF CHATHAM COUNTY, hereinafter referred to as "Sheriff"; party of the second part, and CHATHAM COUNTY, party of the third part.

WITNESSETH:

WHEREAS, DSS desires to contract with the Sheriff for services as a process server and other services as necessary for the agency; and

WHEREAS, DSS is the agency designated by the Chatham County Board of Commissioners to operate a Child Support Enforcement Unit and Program within Chatham County; and

WHEREAS, the parties have reached agreement for the Sheriff to provide certain services to DSS, and wish to enter this agreement containing all the terms and conditions herein, and agree that the same is fair, just, equitable, and reasonable, and wish to reduce their agreement to writing, as follows:

NOW, THEREFORE, to that end and in consideration of the mutual covenants and agreements contained hereinafter, the parties agree as follows:

1. This contract shall become effective the 1st day of July, 2005, and, unless earlier terminated as hereinafter provided, shall continue in effect through June 30, 2006, subject to the availability of funds for the provision of services, continued compliance by party of the second part with applicable standards for the stated services, and other terms of this agreement as stated herein.

2. The Sheriff shall provide a Deputy Sheriff who shall be available for the service of process papers and for arrest, location, and court appearance services as needed by the Chatham County DSS IV-D Unit. The Sheriff shall be responsible for service of process, for arrest services for assistance in location of persons, and for court appearances that arise under Sections 128-141 of Chapter 110 of the North Carolina General Statutes and United States Public Law 93-647 and the Federal Regulations lawfully promulgated pursuant thereto. He Sheriff will comply with all requirements of Sections 128-141 of the General Statutes of North Carolina and U.S. Public Law 93-647. These services shall be coordinated by the DSS (IV-D) Child Support Enforcement Unit.

3. That the Deputy Sheriff designated by the Sheriff to perform the services under this contract shall be flexible in his hours of work including, but not limited to, night duty when necessary as determined by the Sheriff, not to exceed 171 hours per 28 day work cycle. Should DSS determine that services performed by the Deputy Sheriff under the terms of this agreement are unsatisfactory, DSS shall immediately notify the Sheriff and the Sheriff shall make any necessary changes to correct the problem within thirty (30) days of notice.

4. That Chatham County shall be reimbursed by Federal Child Support Enforcement Financial Participation Funding at the rate allowed by law for the following items:

(a) The percentage of the salary of the Deputy Sheriff designated specifically to perform the services under this contract corresponding to the same percentage of time spent performing services under this contract;

(b) The mileage incurred by the Deputy Sheriff in his performance pursuant to this Contract at the prevailing Federal rate of reimbursement

(c) The percentage of the cost of employee benefits corresponding to the same percentage of time spent performing services under this contract to which the Deputy Sheriff shall be entitled including payment of health insurance, retirement, FICA, supplemental retirement, and any other benefits included in the County Personnel Policy and any taxes required to be paid by Chatham County; Chatham County shall be responsible for the remaining percent of these costs plus other costs. Nothing herein contained shall constitute a change of relationship of the Deputy Sheriff with that of the Sheriff;

(d) The percentage of any and all other expenses allowable under Federal Financial Participation for Child Support Services corresponding to the same percentage of time spent performing services under this contract.

5. Expenses incurred by the Sheriff under this agreement, inclusive of indirect costs and appropriate departmental supervision and administrative support are to be claimed on a monthly basis as set forth hereinafter, and be submitted for reimbursement at the current rate of Federal financial participation. Reimbursement received by the County for services provided within the scope of this agreement shall revert to the General Fund. The total amount for the period covered by the contract shall not exceed NINETY – SIX THOUSAND SIX HUNDRED FORTY-NINE DOLLARS AND NO/100 (\$96,649).

6. The following expense items are excluded from those which will qualify for federal reimbursement, and DSS shall not be responsible in whole or in part therefor:

(a) Paraphernalia for the Deputy Sheriff designated to perform services of this contract, including the cost of guns, handcuffs or other accoutrements;

(b) Uniform cost of the Deputy Sheriff designated to perform services under this contract;

(c) Maintenance and upkeep of any vehicle, or insurance cost related thereto, except as provided the prevailing Federal mileage reimbursement rate during official travel pursuant to this contract.

7. Following the end of each year fiscal year, the cost of services which were provided under the terms of this agreement shall be calculated on an annual basis through the indirect cost allocation plan, using audited costs for the preceding fiscal year. Said amount will incorporate a provision for a roll forward adjustment to compensate for any under-claimed or over-claimed amounts from the preceding year. The amount thus determined shall constitute the annual cost to be paid for this service for the next fiscal year, and shall be submitted at the rate of one-twelfth each month to the Director and be claimed by the Director for monthly reimbursement of the Federal share of costs.

8. That the Deputy Sheriff shall be provided the necessary forms by the County DSS IV-D Unit to maintain the log of daily mileage, hours worked, and any other information necessary in order to claim reimbursement. All forms/reports will be forwarded to DSS not later than the tenth (10) day of the month following the month that the expenses were incurred. The original of the required form(s) shall be authenticated by the Sheriff or his designee prior to being forwarded to the County IV-D Unit for processing in their normal fashion.

9. That the Deputy Sheriff and all vehicles used in performance of this contract shall be covered by the County's liability insurance policies.

10. That the Deputy Sheriff designated by the Sheriff to perform the services required by this contract shall attend IV-D staff meetings for informational purposes only when directed by the Sheriff after request from the IV-D Supervisor.

11. That the Deputy Sheriff will communicate regularly and at least twice weekly with the IV-D Supervisor and Agents and provide any documentation of services provided by the Deputy upon request of the IV-D Supervisor. This will include, but is not limited to, monthly report of clients contacted, constant feedback on service efforts, etc.

12. That the Sheriff will:

(a) Maintain records, documents and other evidence, which reflects all direct and indirect costs incurred in the performance of this contract.

(b) Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 which prohibits discrimination against persons with disabilities in employment and in the operations of programs and activities receiving federal funds.

(c) Comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations adopted pursuant to those Titles.

(d) Furnish worker's compensation, and other insurance as may be required or provided for other deputies.

(e) Accept fiscal responsibility for deviations from the terms of this contract as a result of acts of the Provider or any of its officers, employees, agents, or representatives.

(f) Agree to participate in program, fiscal and administrative monitoring, or audits, making records and staff time available to Federal, State, and County Staff.

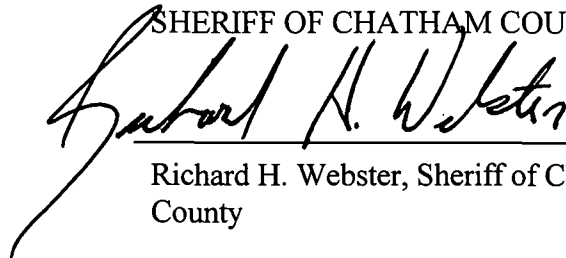
(g) Agree to restrict the use or disclosure of information obtained in connection with the administration of North Carolina's programs for the provision of services concerning applicants for and recipients of those services to purposes directly connected with the administration of the service program

13. All fiscal, program and client records are to be retained for three years after final payment or until all audits continued beyond this period are completed.

14. This agreement may be terminated or amended upon mutual agreement of both parties; or terminated by either party upon forty-five (45) days prior notice in writing to the other party, except that violation of State law or of established standards concerning provision of the services may result in termination of the agreement without forty-five (45) days prior notice. In the event reimbursement to the DSS is not available and/or continued at a level sufficient to allow for the continuation of this agreement, the agreement shall be terminated immediately upon receipt of a notice of termination from the DSS. DSS will pay to party of the second part the agreed upon amount under the terms of this agreement up to the effective date of the termination.

IN WITNESS WHEREOF, the parties have executed this Agreement in quadruplicate originals, one which is to be retained by the County, one by the Sheriff, one by DSS, and one by the IV-D Unit.

SHERIFF OF CHATHAM COUNTY

 Date: 7-5-05

Richard H. Webster, Sheriff of Chatham
County

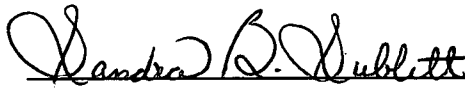
CHATHAM COUNTY DEPARTMENT OF
SOCIAL SERVICES

By:  Date: 7-26-05
John T. Tanner, Director

CHATHAM COUNTY

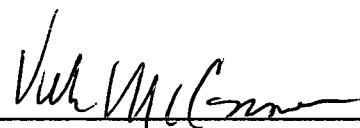
By:  Date: 8/15/05
Chairman, Board of Commissioners

ATTEST:


 Date: 8-15-05
Clerk, Board of Commissioners

(County Seal)

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

 Date: 8/2/05
Finance Officer

Approved as to form and legality.

 Date: 7/29/05
County Attorney

STATE OF NORTH CAROLINA

CONTRACT OF EMPLOYMENT

COUNTY OF CHATHAM

THIS CONTRACT, make and entered into this 1st day of July, 2005, by and between the CHATHAM COUNTY COMMISSIONERS and the CHATHAM COUNTY DEPARTMENT OF SOCIAL SERVICES, party of the first part; and JANE C. MALPASS of 413 Quail Corner Road, Ramseur, North Carolina, party of the second part;

W I T N E S S E T H:

THAT WHEREAS, the party of the first part desires to contract with the party of the second part as a consultant for the Adoptions and Foster Care programs, upon the following terms:

1. This contract shall begin July 1, 2005, and shall unless sooner terminated as hereinafter provided exist and continue through June 30, 2006, subject to the availability of funds for the provision of services, continued compliance by party of the second part with applicable standards for the stated services, and other terms of the agreement as stated herein.

2. Said party of the second part, upon reasonable notice, is to provide consultation, technical assistance, and training to the supervisors and social workers in the Adoption/Foster Care Programs of the Chatham County Department of Social Services.

3. For her services under this contract, the party of the first part agrees to pay party of the second part the sum of Fifty Dollars (\$50.00) per hour for up to sixty-four (64) hours per month to the party of the second part during the contract period. Such sum shall encompass all expenses, including but not limited to, those for salary, telephone service, travel, and preparation of reports, record keeping tools, and training tools. The maximum amount to be paid hereunder shall not exceed \$38,400.00 (thirty eight thousand four hundred dollars). Payments shall be made monthly beginning on the 30th day of June 2005, and continuing on the last day of each month thereafter

during the contract period, and shall be based on invoices submitted monthly by the party of the second part. Party of the second part shall document all time devoted to provision of consultation, technical assistance, and training pursuant to this contract and shall provide written evidence of same to party of the first part upon request.

4. Party of the second part shall comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to that Title.

5. Party of the second part agrees to restrict the use or disclosure of information obtained in connection with the administration of North Carolina's programs for the provision of services concerning applicants for and recipients of those services to purposes directly connected with the administration of the services programs.

6. This contract may be terminated or amended upon mutual agreement of both parties, or by either party upon 60 days prior notice in writing to the other party, except that violation of State law or of established standards concerning provision of the services may result in termination of the agreement without sixty (60) days prior notice. In the event reimbursement to the Department is not available and/or continued at a level sufficient to allow for the continuation of this agreement, the agreement shall be terminated immediately upon receipt of a notice of termination from the Department. The Department will pay the consultant the agreed upon amount under the terms of this agreement up to the effective date of the termination.

7. In the performance of this contract party of second part is an independent contractor and not in any sense an agent or employee of Chatham County.

IN TESTIMONY WHEREOF, said parties have executed this contract in triplicate originals.

CHATHAM COUNTY

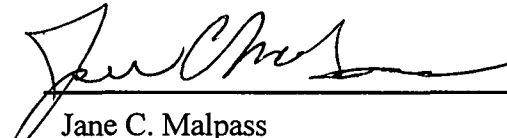
By:  Date: 8/15/05
Chairperson, Board of Commissioners

Attest:

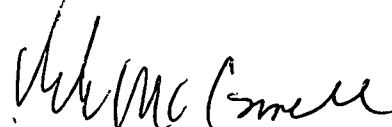
 Date: 8-15-05
Clerk to Board of Commissioners

CHATHAM COUNTY DEPARTMENT OF
SOCIAL SERVICES

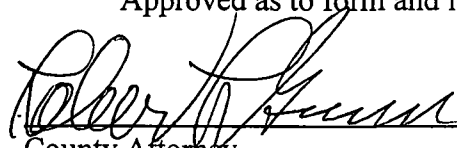
By:  Date: 7-26-05
John T. Tanner, Director

 Date: _____
Jane C. Malpass

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

 Date: 8/2/05
Finance Officer

Approved as to form and legality.

 Date: 7/29/05
County Attorney

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

CONTRACT

THIS CONTRACT, made and entered into this 1st day of July, 2005, by and between the CHATHAM COUNTY COMMISSIONERS and the CHATHAM COUNTY DEPARTMENT OF SOCIAL SERVICES, party of the first part; and CHATHAM COUNTY TOGETHER!, Chatham County, North Carolina, a partnership organized under the laws of the State of North Carolina engaging in the provision of social services, party of the second part;

W I T N E S S E T H:

THAT WHEREAS, the party of the first part desires to employ said party of the second part to provide social services, upon the following terms:

1. This contract shall begin July 1, 2005, and shall unless sooner terminated as hereinafter provided exist and continue through June 30, 2006, subject to the availability of funds for the provision of services, continued compliance by party of the second part with applicable standards for the stated services, and other terms of the agreement as stated herein.

2. Said party of the second part is to provide family advocacy for children with mental health needs, developmental disabilities, or involved with juvenile justice or court systems. Services will include parent-to-parent support. An average of forty (40) hours of service per month will be provided to these children and families by the party of the second part. Referrals and authorizations for services will be made by the party of the first part to the party of the second part. Party of the second part shall document all time devoted to provision of these services on a case-by-case basis pursuant to this contract and shall provide written evidence of same to party of the first part upon request.

3. For their services under this contract, the party of the first part agrees to pay party of the second part a sum of fourteen thousand five hundred dollars (\$14,500) from July 1, 2005 through June 30, 2006.

4. Party of the second part shall comply with Titles VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to these Titles.

5. Party of the second part agrees to restrict the use or disclosure of information obtained in connection with the administration of North Carolina's programs for the provision of services concerning applicants for and recipients of those services to purposes directly connected with the administration of the service programs.

6. This contract may be terminated or amended upon mutual agreement of both parties, or by either party upon 60 days prior notice in writing to the other party, except that violation of State law or of established standards concerning provision of the services may result in termination of the agreement without sixty (60) days prior notice. In the event reimbursement to the Department is not available and/or continued at a level sufficient to allow for the continuation of this agreement, the agreement shall be terminated immediately upon receipt of a notice of termination from the Department. The Department will pay the party of the second part the agreed upon amount under the terms of this agreement up to the effective date of the termination.

IN TESTIMONY WHEREOF, said parties have executed this contract in triplicate originals.

CHATHAM COUNTY

By: Berley May Date: 8/15/05
Chairperson, Board of Commissioners

Attest:

Sandra B. Sublett Date: 8-15-05
Clerk to Board of Commissioners

CHATHAM COUNTY DEPARTMENT OF
SOCIAL SERVICES

By: John T. Tanner Date: 7-26-05
John T. Tanner, Director

CHATHAM COUNTY TOGETHER!

Kim Caraganis Date: 07/08/05
By: Kim Caraganis, Executive Director

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

W. McConce Date: 8/2/05
Finance Officer

Approved as to form and legality.

Robert H. Hann Date: 7/29/05
County Attorney

COUNTY OF CHATHAM

THIS AGREEMENT, made and entered into this 1st day of July, 2005, by and between ROSEMARY STREET PROPERTIES, LLC., hereinafter sometimes referred to as "Lessor" and the COUNTY OF CHATHAM, a body politic and corporate of the State of North Carolina, hereinafter sometimes referred to as "Lessee";

WITNESSETH:

That for and in consideration of the premises, the mutual covenant set forth below and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree, covenant and bind themselves as follows:

Section I.

1. Definitions. The following terms shall have these meanings:
 - A. "Lessee" shall mean the County of Chatham.
 - B. "Lessor" shall mean Rosemary Street Properties, LLC.
 - C. "Premises" shall mean the office building and lot located at 89 Chatham Street, Pittsboro, NC, consisting of approximately 2232 square feet of office space, together with access driveway and parking area.
2. Construction. All other words and terms shall be construed in accordance with their ordinary and accepted meanings or trade usages, if appropriate, unless the context requires another meaning.

Section II.

1. Conveyance. Lessor hereby assigns, conveys, leases and Lessee hereby accepts a leasehold interest in the premises subject to the terms, conditions, and covenants set forth herein.. Lessee, upon paying the rent, and subject to all of the terms and covenants of this Lease, on Lessee's part to be kept, observed, and performed, shall quietly have and enjoy the leased premises during the term of this Lease without hindrance or molestation by any person. Lessor for himself, his heirs, successors and assigns, agrees that Lessee, its successors, and assigns, shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the entire premises during the term of this Lease. The Lessor covenants that at the time of the execution of this lease, Lessor has full right to lease the demised premises for the term aforesaid. and will put Lessee in actual possession of the premises hereinbefore provided.

2. Term. The terms of this lease shall be twenty four months (24) beginning July 1, 2005 and ending at midnight, June 30, 2007.

3. Assignment and Subletting. Lessee shall not assign any rights under this agreement or sublet any portion of said premises without the prior written consent of Lessor, which shall not be unreasonably withheld. Provided however, this shall not impair the right of Lessee to furnish said premises to any governmental or non-profit agency of its choosing.

4. Rent. Lessee covenants and promises to pay to Lessor rent in the amount of TWO THOUSAND DOLLARS (\$2000.00) per month for each month during the term of this lease. Rent is due on the first day of the month. Rent payments shall be mailed to Lessor at P.O. Box 1053, Siler City, North Carolina 27344.

5. Repair, Maintenance and Alterations. Lessee has inspected the premises, and the premises are now in habitable condition. Lessee shall not repair, or change the premises without the consent of Lessor. All alterations, improvements, and changes that Lessee may desire shall be done either by or under the direction of the Lessor. All damage or injury done to the premises by Lessee or any person who may be in or on the premises with the consent of Lessee shall be paid for by Lessee. Lessee shall, at the termination of this lease, surrender the premises to Lessor in as good condition as at the beginning of this lease, reasonable wear and tear excepted.

Lessor shall be responsible for making all repairs and for performing routine maintenance. Lessee shall permit Lessor and his agents to enter the premises at all reasonable times to inspect the premises, maintain the building and premises, make repairs, alterations, or additions to the premises, or any portion of the building when said repairs, alterations or additions have been requested by Lessee without any rebate of rent.

6. Utilities and Service Charges. Lessee shall pay for, all utilities and service charges incurred in connection with its use of the premises, including, but not limited to, charges for water, sewer, gas, electricity, and telephone services.

7. Compliance with Laws. The Lessee agrees to use the premises in accordance with all existing state laws and in conformity with all city and county building codes, ordinances and zoning laws. Lessor covenants that there is no zoning law or other governmental directive prohibiting or restricting the use of the premises for the intended purposes.

Section III

Rights Upon Default. In the event that the leased property shall be vacated, or if Lessee damages the premises, or commits any unlawful act, or if there shall be default in the performance of any covenant, agreement, or condition herein contained for more than twenty (20) days after written notice of such default by the Lessor, this lease, if Lessor so elects, shall thereupon become null and void, and the Lessor shall have the right to re-enter or repossess the leased property, in any manner provided by law.

In the event that Lessor defaults in the performance of any covenant, agreement or condition herein contained for more than twenty (20) days after written notice by Lessee of such default, Lessee may elect to terminate this lease immediately without any further liability to Lessor.

Section IV

1. Miscellaneous.

A. Notice. All notices required or permitted in this agreement shall be deemed sufficiently given when made in writing and deposited in the United States mail with first class postage prepaid and addressed to the parties at the following address:

Lessee: County Manager, P.O. Box 87, Pittsboro, NC 27312

Lessor: Rosemary Street Properties, LLC. PO Box 1053 Siler City, NC 27344

B. Waiver. No term, condition, or covenant of this agreement shall be deemed waived by any act, omission or forbearance, or any series of the same, on the part of either Lessor or Lessee, the only waivers that shall be effective hereunder shall be those which are in writing and signed by the parties to be charged. No prior notice of non-waiver need to be given either party who has previously forborne from exercising a right hereunder.

C. Amendment, Modification and Release. This agreement shall not be amended or modified, nor shall any rights created or conferred hereunder be released, except by a writing by the party to be charged.

D. Governing Law. The legal effect and consequences of this agreement shall be determined under the laws of the State of North Carolina.

E. Complete and Exclusive Agreement. Lessor and Lessee agree and understand that all prior negotiations, representations, understandings, and agreements are merged into and do not survive the execution of this agreement as the sole, complete and exclusive statement of the terms of the parties agreement, that no other negotiations, representations, understandings, or agreements exist, except as may appear herein.

F. Severability. If any provisions of this agreement be declared unconstitutional, void or unenforceable, such provision shall be severed from this agreement and the surviving terms, conditions and obligations shall continue in full force and effect; provided however, that is the severed portion is a material term, this agreement shall terminate.

G. Use. Lessee shall have the right to use the premises as an office building for operation of any type of office as an office building for operation of any type of office permitted under the laws of North Carolina. Lessee may provide said office building as office space for any governmental or non-profit agency as it deems appropriate.

H. Termination. In the event sufficient funds are not appropriated to cover, the rental, and if no other funds are available for said purpose, Lessee may terminate this lease by giving Lessor 120 days notice.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective names all as of the day and year first above written.

COUNTY OF CHATHAM, Lessee

BY: *Betty May* 8/15/05
Chatham County Chairman
Of Commissioners

ATTEST:

Sandra B. Sublett
Sandra B. ~~Lee~~ Sublett

Timothy J. Cunlup
Timothy J. Cunlup, Mgr.
Rosemary Street Properties, LLC.

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of July, 2005, by and between THE COUNTY OF CHATHAM, a political subdivision of the State of North Carolina, by and through its Department of Social Services, hereinafter referred to as "DSS"; and CHILD CARE NETWORKS, INC., a private non-profit corporation organized and existing under the laws of the State of North Carolina located at 117 Salisbury Street, Pittsboro, North Carolina 27312, hereinafter sometimes referred to as "Contractor".

WITNESSETH:

WHEREAS, Chatham County DSS was authorized by the Chatham County Board of Commissioners to contract with a private sector provider for eligibility determination and disbursement authorization of federal, state, and local funds for child care clients and said authorization has not been revoked; and

WHEREAS, the Chatham County Social Services Board has determined that all those funds (federal, state, and county) which in the past have been used for the purchase of child care services be allocated to Child Care Networks so that Child Care Networks will have responsibility for authorizing the distribution of those funds in accordance with existing federal, state, and local regulations.

NOW, THEREFORE, in consideration of the following, both parties hereby agree:

SECTION I. DSS RESPONSIBILITIES

A. DSS shall pay to Child Care Networks the compensation hereinafter set forth for services rendered hereunder.

B. DSS shall advise Child Care Networks in advance of the beginning of each fiscal year during the existence of this contract of the estimated amount of funds available to Child Care Networks for the purchase of child care services for eligible clients. DSS agrees to advise Child Care Networks promptly of any change in the amounts available for the purchase of such child care services and changes in the regulations governing the purchase of such services.

C. DSS shall promptly pay to Child Care Networks the invoices submitted for the purchase of child care services rendered by legally operating child care facilities for eligible clients. Such invoices shall be paid monthly by DSS no later than six working days from the date on which invoices are submitted verifying that such services have been provided.

SECTION II. CHILD CARE NETWORKS RESPONSIBILITIES

A. Child Care Networks shall determine the eligibility of clients for a complete or partial payment of child care services for such clients within the applicable governmental regulations governing eligibility for such services by using application Form No. DCD-0456. In furtherance of this responsibility, Child Care Networks shall have one employee designated as and qualified to perform duties of a child care coordinator.

B. Child Care Networks shall pay providers for authorized services within no more than ten (10) working days after the end of the calendar month in which services were provided.

C. Child Care Networks 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 authority.

D. Child Care Networks shall be responsible to stay within the budgeted amount of the SCC (Subsidized Child Care) allocation. Should it become necessary to reduce services to stay within the funds budgeted for this program or for any other reason, then Child Care Networks, in so doing, shall observe priorities established in the Child Day Subsidy Waiting List Policy adopted by the Chatham County Board of Social Services in April 2004.

E. Child Care Networks shall document the time of all workers performing work under this contract on a monthly basis. Time sheets shall be kept for each such worker which are sufficient for DSS to verify time spent on the program.

F. Child Care Networks shall comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant thereto.

G. Contractor shall be responsible for:

(1) Complying with policies and procedures set forth in the Federal Grant Regulations, the Division of Child Development, Child Care Subsidy Services Manual and Policy Notices, and all other written communication from the Division;

(2) Compliance 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.

(3) Maintaining program and fiscal records for this contract for three (3) years after final payment under this Contract or until such audits in progress at that time are completed whichever is later, and to turn these records over to DSS in the event this Contract is terminated or the Contractor dissolves or otherwise goes out of existence;

(4) Making available all records, papers, vouchers, books, correspondence or other documentation or evidence at all reasonable times for review, inspection or audit by duly authorized officials and auditors of DSS, the Division of Child Development of the N. C. Department of Health and Human Services or its agents, or the North Carolina Office of the State Auditor. The Contractor agrees that DSS and its agents have the right to audit the records of the Contractor pertaining to this Contract both during performance and after completion;

(5) Claims for payment and reports of client services and fees or program operation as specified by the Division;

(6) Keep on file a copy of the forms required by the Division of Child Development and the Chatham County Department of Social Services that are required for reports, monitoring, and audit. Some of these forms that must be kept on file are the signed Child Care Provider Agreement for contractors participating in the Child Care Subsidy Program and any local attachment to said Agreement; attendance records; client application; parent agreement; documentation of rates/rate changes submitted by the provider and rates authorized by Child Care Networks;

(7) Keep on file the Application for Enrollment to be a Provider of Subsidized Child Care Form DCD-0451, if applicable, for review by duly authorized officials of DSS and the Division and the North Carolina State Auditor;

(8) Submitting to DSS and the Division of Child Development any other plans, reports, documents or other products that the Division may specify;

(9) Determining eligibility status and amount of fee if any and to receive authorization for services which are claimed for reimbursement.

(10) Comply fully with parental freedom of choice provisions of 10 NCAC 46H.0109;

(11) Discuss amount of fee(s) with clients and establish a plan with each client to pay fee(s) on at least a monthly basis;

(12) Secure and maintain staff to perform the services under this contract and to ensure timely child care subsidy reimbursement to providers that are enrolled in the Child Care Subsidy Program;

(13) Submit copy of child care reimbursement summary to all providers and to subcontractors;

(14) Responsible for monitoring payments to providers, child attendance, and notifying providers of duplicate payments, under payments, and over payments;

(15) Provide training and written updates for providers enrolled in the Child Care Subsidy Program on local, state and federal policies, policy notices and other requirements.

H. (1) When Contractor believes a recipient or provider has inappropriately received child care subsidy services or payments and suspects that an overpayment exists, Contractor shall make a referral to the Program Integrity Unit of Chatham County Department of Social Services for action pursuant to Chapter 23 of the Child Care Subsidy Services Manual. The Program Integrity Unit will take all action indicated by Chapter 23 of said manual and as specified therein.

(2) If the error is an administrative error made by the Contractor, the Contractor shall correct the error and notify Chatham County Department of Social Services that the correction has been made and provide documentation of the correction. Chatham County Department of Social Services is responsible for paybacks that are required due to administrative error.

(3) If the error is an inadvertent error, fraudulent representation, or intentional program violation and an overpayment amount exists, the Program Integrity Unit will follow up on these cases and take appropriate action based on regulations contained in the Child Care Manual. Contractor will calculate the overpayment and transmit the information so derived to DSS. DSS will take such actions as are justified by the facts and in accordance with the provisions of the Child Care Subsidy Services Manual.

(4) Recouped funds may be retained by the County in accordance with existing state laws and federal cash management policies.

SECTION III. TRAVEL

The Contractor agrees not to exceed rates established in State regulations for reimbursement of travel mileage, meals and lodging in the performance of activities described in this contract.

SECTION IV. COMPENSATION & PAYMENT POLICIES

A. DSS shall pay to Child Care Networks ONE HUNDRED THIRTY - TWO THOUSAND AND NO/100 DOLLARS (\$132,000), in twelve equal monthly payments beginning July 1, 2005. Said payment shall constitute payments in full for services to be rendered pursuant to this contract, including, but not limited to fringe benefits, the direct cost of staff, the cost of administration, and bookkeeping services, training, equipment, supplies, and mileage for this program as well as any and all other expenses. In the event that the amount of funds budgeted by the State of North Carolina for this program for the fiscal year beginning July 1, 2005 shall exceed the sum of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00) resulting in the requirement of additional manpower, the parties agree to renegotiate the amount of compensation to be paid to Child Care Networks.

B. Payment under this contract shall be made in compliance with policies contained in the North Carolina Division of Child Development, Child Care Subsidy Services Manual and other Policy Notices which include, but are not limited to, the following:

(1) Payment for services shall be based on enrollment of eligible children for whom reimbursement is authorized.

(2) In determining the payment amount, imposed client fees shall be deducted from the amount to be paid to the facility or home by the Contractor.

(3) The total number of children which may be served by any facility with federal and/or state funds under this and all other agreements may not exceed the licensed capacity shown on the facility's Approval Notice.

(4) The Contractor shall reimburse local providers for authorized services within no more than 10 working days after the end of the calendar month in which services are provided.

(5) Upon execution of this Contract and upon receipt of a notarized copy of the Contractor's policy addressing conflict of interest in accordance with North Carolina law (see Section IX below) as required of all private non-profit agencies, the Contractor shall submit to the Division a monthly reimbursement request and, upon approval by the Division, receive payment within 15 days. If this contract is terminated, the Contractor is required to complete a final accounting report and to return any unearned funds to the Division within 60 days of the contract termination date. All payments are contingent upon fund availability.

**SECTION V.
SUPPLEMENTATION OF EXPENDITURES OF PUBLIC FUNDS**

The Contractor assures that funds received under this contract shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funds the

Contractor otherwise expends for services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

**SECTION VI.
SAFEGUARDING CLIENT INFORMATION - CONFIDENTIALITY**

Both parties hereto agree to comply strictly with any and all applicable regulations, laws and other directives concerning client confidentiality as applicable to all subsidized child care programs. These include, but are not limited to Title XX of the Social Security Act, Title IV-E, the North Carolina Comprehensive Social Services Plan, the Supplementary Security Income program established by Title XVI of the Social Security Act, Work First, Child Care Development fund and the State and local Smart Start Program for Children.

Client information obtained in the performance of this Contract is confidential, and use or disclosure of such information is restricted to purposes directly connected with the administration of state and federal assistance or service programs under N. C. G. S. Section 108A-80. Failure to comply is a misdemeanor, punishable by fine or imprisonment.

Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of DSS and the Division.

SECTION VII. ACCESS TO PERSONS AND RECORDS

The State Auditor and DSS auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with G.S. 147-64.7. Additionally, as the State funding authority, the Department of Health and Human

Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions. The Contractor shall retain all records for a period of three years following completion of the contract.

**SECTION VIII.
CHATHAM SUBSIDY CONTRACT POLICY REGARDING DSS RECORDS**

A. Employees of Child Care Networks will not have access to the records of clients of the Department of Social Services.

B. DSS will prepare for Child Care Networks a dummy file with the DSS case identification number for DSS clients who are referred to Child Care Networks for possible child care subsidy.

C. Child Care Networks will create a file regarding child care services that will be maintained in a locked file cabinet at the Child Care Networks office throughout the time that the case is open. Rules of confidentiality will be followed.

D. Child Care Networks agrees to retain all closed case files relevant to this Agreement for three years after final payment or until all audits continued beyond this period are completed. DSS agrees to provide Contractor with file cabinets for storage of said records.

SECTION IX. CONFLICT OF INTEREST

The Contractor expressly states that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor shall not employ any person having such interest during the performance of this contract. The Contractor further agrees to notify the Division and DSS in writing of any instance that might have the appearance of a conflict of interest. Upon execution of this contract and prior to disbursement of funds, the

Contractor shall submit to the Division a notarized copy of the Contractor's policy addressing conflict of interest in accordance with NCGS §143-6.1. Any Contractor that administers the State's subsidized child care program and is a provider of subsidized child care services must develop and implement a conflict of interest policy that shall include provision for:

- A. Parental choice for recipients of child care subsidy program; and
- B. Separate management of the child care subsidy program and the child care facility owned or operated by the Contractor.

SECTION X. CHILD CARE NETWORKS - CLIENT RELATIONSHIP

During the performance of the terms of this Agreement, Child Care Networks agrees to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations of the State of North Carolina, or the United States Department of Health and Human Services issued pursuant to said Title. Further, all persons served under this Agreement must be respected and treated as individuals with dignity and worth, and their rights as individuals must not be violated at any time.

A client wishing to appeal the decisions of a Child Care Networks child care eligibility specialist regarding their case, shall be granted a hearing with the Director(s) of Child Care Networks, who shall review the decision of the specialist. If said appeal is denied by the Director(s), the client may then appeal directly to the State Division of Social Services in accordance with the appeals process as described in the Child Care Subsidy Services Manual, Chapter 24.

SECTION XI. CLIENT FEES

Child Care Networks shall notify all applicable child care providers of the amount of the fee, if any, which is to be collected by providers from eligible clients in accordance with existing subsidized care regulations.

**SECTION XII. RECORDS AND REPORTS ON SUBSIDIZED
CHILD CARE SERVICES AND FAMILIES**

A. Child Care Networks will report to DSS on forms supplied by DSS any expenditures made in accordance with the terms of this Agreement by the seventh day of the month following the month in which the expenditures were made.

B. Child Care Networks agrees to make reports related to services rendered to children receiving subsidized child care as deemed necessary by DSS by the twentieth day of the month following the provision of services. Substantiating documentation is to be maintained by Child Care Networks and shall be subject to review by Chatham County or DSS at all reasonable times.

C. Child Care Networks agrees to maintain program records required by the federal, state, or county government and agrees that a program and facilities review may be conducted at any time by federal, state, or county personnel who are authorized to conduct such reviews.

D. For CPS and foster care records, case folders will be maintained in the child's name with the parents' case number assigned by DSS. If more than one child in a family is receiving child care services, then a separate case folder will be maintained for each child in the child's name, with the same parent's identifying case number. Copies of information pertaining to all siblings will be placed into each child's record and sibling records will be bound together with rubber bands and filed. When a parent applies for child care for other than protective services or foster care, one case record folder will be opened in the name of the parent to contain all pertinent information.

E. Child Care Networks agrees to maintain books, records, documents, and other evidence and accounting procedures which reflect all direct and indirect costs expended pursuant to this Agreement. A current complete inventory of all equipment purchased under the terms of this Agreement must be kept. Child Care Networks shall make these records available at all reasonable times for inspection, review, or audit by authorized federal, state, or county personnel.

F. Child Care Networks agrees to retain all books, records, and other documents relevant to this Agreement for a minimum of three years after completion of the contract, and until all audits continued beyond this period are completed. Federal, state, and county auditors shall have the right to examine any of these materials. In the event Child Care Networks dissolves or otherwise goes out of business or existence, records produced under this Agreement, office equipment, and furniture will be turned over to Chatham County DSS.

G. DSS may, unless otherwise prohibited by law, provide such information at its disposal as may be helpful to Child Care Networks in making licensing or certification decisions concerning potential providers.

SECTION XIII. SUBCONTRACTING

Child Care Networks shall not subcontract or assign any of the work contemplated under the Agreement. Provided, however, the contracting with providers of child care services for eligible clients shall not be deemed to be a violation of this section.

SECTION XIV. TERMINATION

A. This agreement may be terminated or amended by mutual agreement of both parties; and it may also be terminated by either party:

(1) By giving the other party 90 days written notice, delivered in person or by certified or registered mail addressed as follows:

Chatham County Director of
Social Services
Department of Social Services
P.O. Box 489
Pittsboro, N.C. 27312

The Director of
Child Care Networks
P.O. Box 1531
Pittsboro, N.C. 27312

(2) In the event that federal, state, or local funding is no longer available to DSS to continue this Agreement or any part thereof, this Agreement may be terminated by DSS on less than 90 days notice, but DSS shall, upon learning that said funding is no longer available, act diligently to notify Child Care Networks.

(3) Chatham County may terminate this contract without prior written notice if Chatham County or the federal or state government determine that Child Care Networks is in violation of any of the terms of this Agreement.

(4) If this Agreement is terminated, Chatham County may require Child Care Networks to transfer to Chatham County title and possession of any property purchased by Child Care Networks with Chatham County funds for the sole purpose of performance of this Agreement.

SECTION XV. STATE AND FEDERAL CERTIFICATIONS

The Contractor agrees to execute the following state and federal certifications:

- A. Assurance of Compliance with the Americans with Disabilities Act of 1990; and
- B. Child Care Provider Agreement for Contractors Participating in Child Care Subsidy Program.

SECTION XVI. CONDITIONS

This contract is subject to the following regulations and policies that have been approved by the Chatham County Department of Social Services and the local Social Services Board:

A. All providers and local purchasing agencies receiving child care services funding shall meet all child care services policies as defined in 10 NCAC 46 D; and

B. Division of Child Development, Child Care Subsidy Services Manual and Policy Issuances.

SECTION XVII. AMENDMENT

This agreement may be amended at any time with mutual consent of the parties hereto by a written instrument duly executed by the parties.

SECTION XVIII. INDEMNITY & INSURANCE

The officers, employees, subcontractors, agents, and all personnel of Child Care Networks, are the employees, agents, and subcontractors of Child Care Networks and are not employees of Chatham County, and Child Care Networks is an independent contractor of Chatham County. It is further agreed by Child Care Networks that it and its employees shall comply with all State and Federal Statutes, rules and regulations which are applicable to the operation of the program referred to herein.

Child Care Networks hereby releases Chatham County from, agrees that Chatham County and each commissioner, officer and employee thereof shall not be liable for, and agrees to indemnify and hold harmless Chatham County and each commissioner, officer, or employee thereof from any liabilities, obligations, claims, damages (including but not limited to, any civil or criminal penalties), litigation costs and expenses (including attorneys' fees and expenses) imposed on, incurred by or asserted against Chatham County or any commissioner, officer, and employee thereof for any reason whatsoever (including but not limited to accident or other occurrence causing injury or death, sickness or disease to any person or damage or destruction of property) pertaining to this Agreement or arising out of the activities of the Service Provider under this Agreement.

Child Care Networks agrees to take out and maintain insurance as indicated below with a company authorized to do business in North Carolina.

A. Automobile - Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury to each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage combined.

B. Comprehensive General Liability - Bodily injury and property damage liability insurance as shall protect Child Care Networks and any subcontractor performing work under this agreement from claims of bodily injury or property damage which arise from operations of this Agreement whether such operations are performed by Child Care Networks, any subcontractor or anyone directly or indirectly employed by either. The amounts of any such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract and broad form property damage stating if policy is written on a claim made or occurrence basis.

C. Workers' Compensation and Employers Liability - Meeting the statutory requirement of the State of North Carolina in the amount of at least \$100,000 each accident and disease - each employee and \$500,000 disease - policy limit.

D. Professional Liability - Insuring the entity and all professional employees in the amount of not less than \$1,000,000 stating if policy is written on a claim made or occurrence basis.

Copies of all certificates of such insurance, and all renewals and replacement policies will be furnished to Chatham County Department of Social Services and all policies shall contain a provision that Chatham County Department of Social Services be given thirty days written notice of any intent to amend or terminate by either Child Care Networks or the insuring company.

SECTION XIX. MISCELLANEOUS

It is understood and agreed that the provision of services pursuant to this Agreement shall be subject to the limitations and conditions contained in the laws, regulations, guidelines, and plans cited in this Agreement, and that this Agreement is subject to renegotiation or revision to meet any new or revised rules, regulations, or policies that may be issued by the federal, state, or county government, or any agency thereof.

SECTION XX. DURATION

This contract shall, continue in force from July 1, 2005 to June 30, 2006, unless sooner terminated as hereinabove provided.

COUNTY OF CHATHAM

BY: Betsy May Date: 8/15/05
Chairperson, Board of Commissioners

ATTEST:

Dandra B. Dublitt Date: 8-15-05
Clerk, Board of Commissioners

CHILD CARE NETWORKS, INC.

(Corporate Seal)

BY: Angie Webb Date: 8/3/05
TITLE: _____

Preaudited as required by the Local Government Budget and Fiscal Control Act of North Carolina.

Vicki McConner Date: 8/3/05
Finance Officer

Approved as to form and legality.

Robert [Signature] Date: 8/2/05
County Attorney

**CHATHAM COUNTY NATIONAL INCIDENT MANAGEMENT SYSTEM
ORDINANCE**

Ordinance Number _____

The Board of Commissioners of the County of Chatham ordains:

Section 1. Short Title

This ordinance shall be known and may be cited and referred to as "The National Incident Management System (NIMS) Ordinance for the County of Chatham".

Section 2. Intent and Purpose

1. It is the intent and purpose of this Ordinance to formally recognize the National Incident Management System (NIMS) and adopt the principles and policies of the NIMS that will insure the complete and efficient utilization of all of the County of Chatham's resources to combat disaster resulting from enemy actions or other disasters as defined herein.

2. The purpose of the NIMS is to provide a consistent nationwide approach for Federal, State, territorial, tribal, and local governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

3. The NIMS principles and policies are to be adhered to by all emergency management forces and across all functional disciplines within Chatham County to provide a comprehensive approach to incident management.

4. The NIMS provides a common foundation for training and other preparedness efforts; communicating and sharing information with other responders and with the public, ordering resources to assist with a response effort, and for integrating new technologies and standards to support incident management.

5. To institutionalize the use of the ICS, Incident Command System, outlined in Appendix A of the NIMS. The 9/11 Commission Report recommends the use of (NIMS) ICS to enhance command, control, and communications capabilities.

6. The Chatham County Office of Emergency Management, with guidance from the NIMS Integration Center (NIC), will be the coordinating agency for all activity in connection with NIMS, it will be the instrument through which the Chatham Board of Commissioners may exercise the authority and discharge the responsibilities vested in them during emergencies.

Section 3. Definitions

1. The following definitions shall apply in the interpretation of this Article:

a. "Coordinator shall mean the Coordinator of the Chatham County Emergency Management Agency, appointed as prescribed in the Chatham County Emergency Management Ordinance.

b. "Disaster" includes but is not limited to actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, accident, chemical spill or other impending or actual calamity endangering or threatening to endanger health, life or property of constituted government.

c. "Emergency Management" is the basic government functions of maintaining the public peace, health and safety during an emergency. This term shall include plans and preparations for protection and relief, recovery and rehabilitation from effects of an attack by the forces of an enemy nation or the agents thereof, or a disaster as defined herein. It shall not, however, include any activity that is the primary responsibility of the military forces of the United States.

d. "Emergency Management Forces" shall mean the employees, equipment and facilities of all County departments, boards, councils, institutions and commissions; and in addition, it shall include all volunteer personnel, equipment and facilities contributed by, or obtained from, volunteer persons or agencies that are assigned the duties of responding to emergencies within Chatham County.

e. "Incident Command System, ICS" shall mean the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in domestic incident management activities as outlined in the NIMS Document under Appendix A.

f. "National Incident Management System, (NIMS)", a document produced by The Department of Homeland Security under the direction of Presidential Directive -5 that strengthens response capabilities through a balance between flexibility and standardization, and use of common doctrine, terminology, concepts, principles, and processes.

g. "NIMS Integration Center (NIC)" federal agency established to provide strategic direction and oversight of the NIMS, supporting both routine maintenance and continuous refinement of the system and its components. Develops and facilitate national standards for the NIMS.

Section 4. Adoption of National Incident Management System (NIMS)

The National Incident Management System (NIMS) and the principles and policies of that system are hereby adopted and made applicable within the County of

Chatham to insure the complete and efficient utilization of all of the resources of the County of Chatham, and of each municipality in said county adopting this ordinance, to combat disaster resulting from enemy actions or other disasters as defined herein.

Section 5. Violations

It shall be a misdemeanor for any person to violate any of the provisions of this ordinance or plans issued pursuant to the authority contained herein, or to willfully obstruct, hinder or delay any member of the Emergency Management organization as herein defined in the enforcement of the provisions of this Ordinance or any plan issued hereunder. Each day that a violation of this ordinance continues shall constitute a separate offense. Any person convicted of violating this ordinance shall be punishable by a fine not to exceed the sum of \$500.00.

Section 6. Severability

Should any provision of this Ordinance be declared invalid for any reason, such declaration shall not affect the validity of other provisions of this Ordinance, as a whole, it being the legislative intent that the provisions of this Ordinance shall be severable and remain valid notwithstanding such declaration.

Section 7. Conflicting Ordinances, Orders Rules and Regulations Suspended

At all times when the orders, rules and regulations made and promulgated pursuant to this Article shall be in effect, they shall supersede all existing ordinances, orders, rules and regulations insofar as the latter may be inconsistent therewith.

This ordinance shall become effective upon the 15th day of August, 2005.

The foregoing ordinance was duly adopted by the Board of Commissioners of the County of Chatham at a regular meeting of said Board on the ____ day of August, 2005.

COUNTY OF CHATHAM

(SEAL)

By: Bunkey Morgan
Bunkey Morgan, Chairman of the
Board of Commissioners

Maureen F. Collins, Deputy Clerk

The governing body of the Town of Siler City ratified the foregoing ordinance and adopted it as its own including all forms and conditions as specified therein, at a regular meeting of said body held on the _____ day of _____, 2005, and shall become effective this date.

TOWN OF SILER CITY

(SEAL)

By: Charles L. Turner

Name:

Title:



Town of Siler City

POST OFFICE BOX 769
311 NORTH SECOND AVENUE
SILER CITY, NORTH CAROLINA 27344-0769

PHONE: (919) 742-2323
FAX: (919) 663-3874

CHARLES L. TURNER
MAYOR

JOHN GRIMES
PROTEM

COMMISSIONERS
SAM ADAMS
HELEN M. BUCKNER
LARRY CHEEK
PATRICIA PERRY
TONY SILER
GUY D. SMITH

JOEL J. BROWER
TOWN MANAGER

WILLIAM C. MORGAN, JR.
TOWN ATTORNEY

September 28, 2005

Mr. Charles Horne, County Manager
County of Chatham
Post Office Box 87
Pittsboro, North Carolina 27312

Dear Charlie:

The Siler City Town Board of Commissioners at their regular meeting on Monday, September 19, 2005 adopted both the Chatham County National Incident Management System Ordinance and the Chatham County Emergency Management Ordinance. The Board had a question with the NIMS Ordinance, Section 3-1(d) which defines "Emergency Management Forces". This definition does not appear to include the available resources from the municipalities in Chatham County. Chatham County Emergency Services Director Tony Tucker was with us at the meeting and explained that it was the intent that the municipalities be included. The Board has asked that I bring this matter to your attention for clarification. I have enclosed executed copies of both documents. If you have questions or need additional information, please advise.

Sincerely,

TOWN OF SILER CITY

Joel J. Brower
Town Manager

JJB:ka

Enclosures: NIMS Ordinance
Chatham County Emergency Management Ordinance

cc: Tony Tucker, Chatham County Emergency Services Director
Files

RESOLUTION OF TOWN OF PITTSBORO BOARD OF COMMISSIONERS
ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM FOR USE AT
EMERGENCY SITUATIONS

WHEREAS, In Homeland Security Directive (HSPD)-5, the President directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which will provide a consistent nationwide approach for federal, state, and local governments to work together more efficiently and effectively to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity; and

WHEREAS, to facilitate the most effective and efficient incident management it is critical that federal, state, and local governments utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising comprehensive resource management, and designation incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities, and resources will improve the Town of Pittsboro, Chatham County, and the State's ability to utilize federal funding to enhance readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the State, including current emergency management training programs; and

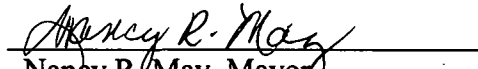
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the TOWN OF PITTSBORO, in its regular session duly assembled, that it does hereby mandate the National Incident Management System be utilized for all incident management in the TOWN in its use in daily operations as well as disaster operations.

BE IT RESOLVED FURTHER that the Town Manager, or his designee, be responsible for implementation of NIMS.

This 26th day of September, 2005.

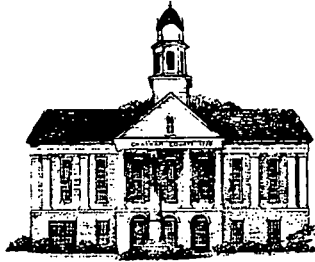
ATTEST:


Alice F. Lloyd, CMC, Town Clerk


Nancy R. May, Mayor

COUNTY OF CHATHAM

Res. #2005-47



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 OF SUPPORT FOR THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT FOR ECONOMIC DEVELOPMENT

Water System Improvements to serve Southern Supreme Chatham County, North Carolina

WHEREAS, the Chatham County's Board of Commissioners has previously indicated its desire to assist in economic development efforts within the County; and,

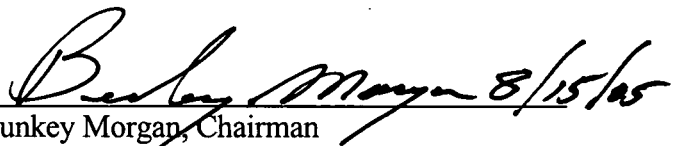
WHEREAS, the Board of Commissioners has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit Southern Supreme; and,

WHEREAS, the Board of Commissioners wishes the County to pursue a formal application for Community Development Block Grant funding to benefit Southern Supreme; and will invest monies in the amount of \$179,238 into the project as committed to in the application.

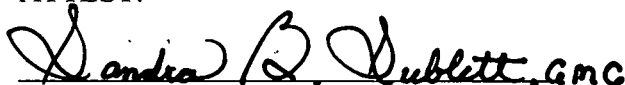
WHEREAS, the Board of Commissioners certifies it will meet all federal regulatory and statutory requirements of the Small Cities Community Development Block Grant Program,

NOW, THEREFORE BE IT RESOLVED, by the Chatham County Board of Commissioners that the County is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant for Economic Development to benefit Southern Supreme.

Adopted this the 15th day of August, 2005.

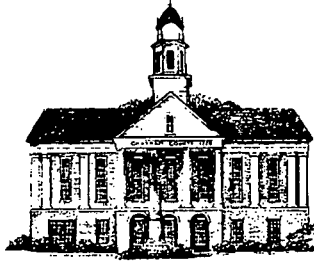

Bunkey Morgan, Chairman

ATTEST:


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

COUNTY OF CHATHAM

Res. #2005-48



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 TO EXECUTE COMMUNITY DEVELOPMENT BLOCK GRANT RELATED DOCUMENTATION

Water System Improvements to serve Southern Supreme Chatham County, North Carolina

WHEREAS, Chatham County is submitting a grant application for Community Development Block Grant funds for a Water System Improvements project; and

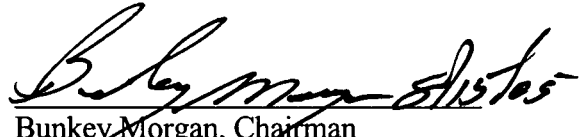
WHEREAS, Chatham County realizes the importance of prompt action with regard to Community Development Block Grant related documentation, and in the interest of maintaining satisfactory work progress;

NOW THEREFORE BE IT RESOLVED by the Chatham County Board of Commissioners that:

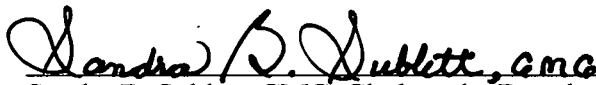
Upon receipt of the Grant Agreement and Funding Approval for the 2005 Water System Improvements – CDBG Economic Development project by the N.C. Department of Commerce, Commerce Finance Center, the Chairman and/or the County Manager are hereby authorized to proceed with the execution of these documents and return them to the Commerce Finance Center in the interest of proceeding with grant execution.

The Chairman and/or County Manager are hereby authorized to execute daily Community Development Block Grant related documentation which includes documentation such as the environmental review record, grant agreements, general correspondence between the County and the proposed businesses and/or the Commerce Finance Center (as necessary). Any documentation, which reflects a change in the original scope of work and/or amendment related activities, must be brought before the Chatham County Board of Commissioners for approval.

Adopted this the 15th day of August, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

SEPTEMBER

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
SEPTEMBER 06, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 9:00 AM on September 06, 2005.

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

Absent: Clerk to the Board, Sandra B. Sublett

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.

The Chairman asked that the minutes of the August 15, 2005 Board of Commissioners' work session be removed from the Consent Agenda.

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

CONSENT AGENDA

1. **Minutes:** Consideration of a request for approval of Board Minutes for regular meeting held August 15, 2005 and ~~Work Session held August 15 2005~~

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.	J. McCrimmon Lane	B.	Copeland Road
C.	Wisteria Lane		

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

3. **Health Department FY 03-04 Debt Write-Off:** Consideration of a request to approve the FY 03-04 Debt Write-Off for the Chatham County Health Department in the amount of \$45,365.89

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

4. **Funds Acceptance for Health Department:** Consideration of a request to accept funds in the amount of \$30,135 awarded to the Chatham County Health Department by the University of North Carolina at Chapel Hill

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

5. **Funds Acceptance for Health Department:** Consideration of a request to accept funds in the amount of \$700 awarded to the Chatham County Health Department for Childhood Lead Poisoning Prevention from the North Carolina Department of Environment and Natural Resources (NCDENR)

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

6. **Funds Acceptance for Health Department:** Consideration of a request to accept funds in the amount of \$500 awarded to the Chatham County Health Department's Environmental Health Division from the North Carolina Division of Environmental Health

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

7. **Notification of Change in Medicaid Rates:** Notification of change in Medicaid rates for public health departments

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

8. **Tax Collector's Annual Settlement and 2005 Order of Collection:** Consideration of a request to approve annual settlement and 2005 Order of Collection, attached hereto and by reference made a part hereof

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

9. **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).

10. **Charging Off 1995 Tax Bills:** Consideration of a request to approve charge-off of 1995 tax bills, attached hereto and by reference made a part hereof.

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

11. **Department of Social Services Contract:** Consideration of a request to approve a contract for the Fiscal Year July 01, 2005 – June 30, 2006 for the Chatham County Department of Social Services as follows:

1. Carol Holcomb Attorney –CPS/APS

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

12. **Library Board Correction:** Consideration of a request to appoint Edith Calhoun, 295 Blackwig Road, Pittsboro, NC, to the Chatham County Library Board for a term expiring on June 30, 2009

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

13. **Southern Supreme Project Ordinance:** Consideration of a request to approve project ordinance for Southern Supreme as proposed by staff, attached hereto and by reference made a part hereof

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

14. **Resolution Confirming Appointment of Area Director of Orange-Person-Chatham Mental Health, Developmental Disabilities and Substance Abuse Authority:** Consideration of a request to adopt Resolution #2005-49 confirming Appointment of Area Director of Orange-Person-Chatham (OPC) Mental Health, Developmental Disabilities and Substance Abuse Authority, attached hereto and by reference made a part hereof

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

15. **Resolution Authorizing Orange-Person-Chatham Mental Health, Developmental Disabilities and Substance Abuse Authority to Acquire and Hold Title to Real Property:** Consideration of a request to adopt **Resolution #2005-50 Authorizing Orange-Person-Chatham Mental Health, Developmental disabilities and Substance Abuse Authority to Acquire and Hold Title to Real Property**, attached hereto and by reference made a part hereof

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

END OF CONSENT AGENDA

PUBLIC INPUT SESSION

Robert Eby, 19 E. Madison Street, Pittsboro, NC, urged the Board to find construction funds for new schools. He stated that Chatham County may increase their sales tax by 1%; that this would be the revenue for the third school needed; that the impact fee increased to \$2,900 recently and that that fee would provide sufficient funds to proceed with all three new schools. He asked three questions: 1) What was the basis for the \$2,900 impact fee? 2) Why is the Board delegating this issue to the legislature over whom we have little control? 3) Why not do what they already have the power to do?

Rita Spina, 12 Matchwood, Pittsboro, NC, stated that the CCEC Board would like to know why there is not a commercial corridor ordinance that covers the major highway corridors. She stated that in October 2003, there was a formal request to the Planning Board from CCEC for this ordinance to help prevent commercial sprawl, provide guidance for developers, and provide for proactive consideration for this request; that in December 2003, Commissioner Morgan stated that developers should not be punished for past sins of omission; that CCEC asked for a public hearing on this matter; that commercial decisions are being made incrementally; and that CCEC would be happy to work with the Planning Board. She further questioned what is going on with the ordinance urging the Board of Commissioners to seriously look at this issue. She stated that CCEC would like to preserve Chatham County's uniqueness along its most busy corridors.

PLANNING AND ZONING

CDBG Scattered Site Bid Award: Consideration of a request to award FY 04 CDBG Scattered Site bid for housing rehabilitation

Keith Megginson, Planning Director reviewed the bid submittals for the CDBG Scattered Site Housing Rehabilitation program.

Commissioner Emerson moved, seconded by Commissioner Cross, to award the FY 04 CDBG Scattered Site bid for housing rehabilitation to Johnson-Lee-Harnett Community Action and to award the heating systems bid to Davis Heating and Air Conditioning. The motion carried five (5) to zero (0).

BOARD OF COMMISSIONERS' MATTERS

Resolution Honoring Ruth Horton: Consideration of a request to adopt **Resolution Honoring Ruth Horton for Her Years of Service on the Occasion of Her Impending Retirement from Chatham County**

Chairman Morgan read the Resolution Honoring Stella Ruth Horton and thanked her for her years of dedicated service to Chatham County and its citizens.

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt **Resolution #2005-51 Honoring Ruth Horton for Her Years of Service on the Occasion of Her Impending Retirement from Chatham County**. The motion carried five (5) to zero (0).

Chapel Ridge: Report from Chapel Ridge on DENR violations

David Edwards, Vice President of Jordan Lake Preserve Corporation, owner and developer of the Chapel Ridge Subdivision located on Old Graham Road, stated that they had asked for the meeting with the Board so that they could present information about a recent erosion control failure that they had at their property while they were approaching the finishing stages of construction of the golf course which resulted in the State issuing Notices of Violation. He stated at the heart of the problem was a failure to install sod on several golf holes prior to decreasing the size of sedimentation basins located down-gradient of the fairways; and that Mark Ashness is in attendance to give more particulars about what happened and what is being done to rectify the situation.

He apologized and expressed his sincere regret for the mistake on their part. He stated that they have taken their responsibilities to the County and to the State very seriously; that they have worked very hard to achieve an excellent record of compliance with environmental laws and regulations; that at Chapel Ridge, the State had inspected their project on several occasions and found them to be in compliance with all requirements; that many times they have been accused of wrongdoing where there was none; that despite that, they also have to admit an error when it occurs on their watch; that while they had no control over the 4.75 inches of rain that fell on July 29, 30, 31, 2005, they did have control over the status of their golf course construction operation and accept full responsibility for it; that having acknowledged their mistake, the key thing now is moving forward with diligence and speed to correct the violations and restore the situation; that they are well on the road to doing so; that for the last several weeks, they have undertaken a massive effort to correct all violations at the site, to repair damaged sedimentation control measures, to document the extent of impacts, and to complete sodding and seeding of all exposed areas; and that all of this work is essentially complete.

Mark Ashness, 30020 Village Park, Chapel Hill, NC, stated that the site was canvassed within days of notice of violations; that several of the structures were compromised; that structures along Dry Creek were sound; that along the two buffer channels, there were more compromises; that the golf corridor had been sodded; that the problem areas have been built up or mucked out; that two State agencies, the Division of Land Quality and the Division of Water Quality have been present; and that the problem was the decision to shrink the traps before the golf course stabilized.

BOARD AND COMMITTEES

Pittsboro-Siler City CVB Advisory Committee: Consideration of a request to appoint/reappoint members to the Pittsboro-Siler City CVB Advisory Committee

Commissioner Barnes moved, seconded by Commissioner Outz, appointed Ms. Phoebe Lockley-Fox, 2000 Ferrington Village, Pittsboro, NC; Mr. Guy Loeffler, 466 Vineyard Ridge, Siler City, NC; Ms. Jane Wrenn, 1609 East Eleventh Street, Siler City, NC; and reappointed Ms. Wendy Dufour, PO Box 1775, Pittsboro, NC to the Pittsboro-Siler City CVB Advisory Committee. The motion carried five (5) to zero (0).

MANAGER' S REPORTS

The County Manager reported on the following:

Grants and Special Projects Manager:

The County Manager introduced Debra Henzey, Grants and Special Projects Manager. He stated that Ms. Henzey has worked with the North Carolina Association of County Commissioners, the North Carolina General Assembly, and most recently the School of Government at UNC-Chapel Hill. He informed the Board that Ms. Henzey began work on September 1, 2005 and will be focusing on securing grant funding for various departments and other special projects.

Architectural Review Committee:

The County Manager requested that the Board appoint one of its members to sit on the Architectural Review Committee which will review the proposed capital projects provided for in the budget.

Commissioner Emerson moved, seconded by Commissioner Cross, to appoint Commissioner Barnes as the Board's representative on the Architectural Review Committee. The motion carried five (5) to zero (0).

Business Park Water Update:

Fred Hobbs, with Hobbs Upchurch & Associates, described the proposed business park. He stated that as they began the design, they completed the wetland and stream surveys; that there is a lot of interference with regulatory streams; that they tried to select an alignment that had less of an impact; that the main corridor runs north-south; that the latest iteration has been shared with the hospital's architects; that it is the best they can do to minimize impact on regulatory areas. He further stated that they visited with the North Carolina Juvenile Justice regarding lot #19; that there are 5.5 buildable acres that would suit their needs; that lot #9 is slated for Central Carolina Community College; and that there are several options available for the college.

He stated that there will be a crossing over Loves Creek; that the Corps of Engineers is coming to concur in the survey and mapping process; that water and sewer will run with the road; that there will be a pump station at the southernmost end; that the issue to work out with the hospital will be construction access to the hospital site; that they will coordinate the critical times for construction for the roads and hospital; and that the eastern boundary has moved east to allow for more buildable alignment after the road adjustment.

Commissioner Emerson moved, seconded by Commissioner Cross, that the road be relocated per the engineer's recommendation. The motion carried five (5) to zero (0).

Jordan Lake West Intake Update:

Mr. Hobbs continued and provided an update on the Jordan Lake west side intake project.

Fred Hobbs, with Hobbs Upchurch & Associates, stated that several years ago they had discussions with the Division of Water Quality (DWQ), Durham and OWASA about a west side intake; that the Corps has an agreement with DWQ that there will be only two intakes on the lake; that a multi-jurisdictional entity could control the other intake; that what has been discussed has been initiating the discussions about a west side intake; that they can enlist the support of Durham, maybe OWASA; that the agreement would try to quantify some of the things needed to move this process along; that if we don't do it now, that the east side participants may increase their intake; and that there is enough west side interest to balance the scales.

Commissioner Emerson moved, seconded by Commissioner Cross, that management secure the services of Hobbs Upchurch and Associates to pursue the Jordan Lake west side intake. The motion carried five (5) to zero (0).

Fuel Update:

The County Manager provided a report on the measures taken by County staff to reduce fuel consumption stating that only mandatory training and travel is approved and that departments have been asked to supply plans on steps taken to reduce fuel consumption.

Silk Hope Water Line:

The County Manager asked the Board to set a date for the groundbreaking of the Silk Hope water project.

By consensus, the Board agreed that the groundbreaking would be on Monday, September 12, 2005 at 8:30 AM at Silk Hope School.

COMMISSIONERS' REPORTS

Chairman Morgan announced that Commissioner Cross had been elected as the District representative on the North Carolina Association of County Commissioners Board.

Volunteer Awards Ceremony:

Chairman Morgan announced that he would be unable to attend the Chatham County Volunteers awards ceremony on September 25, 2005 at 3:00 PM and asked for another Commissioner to represent the Board and distribute awards.

Commissioner Emerson agreed to attend the awards ceremony on behalf of the Board of Commissioners.

Soil Survey:

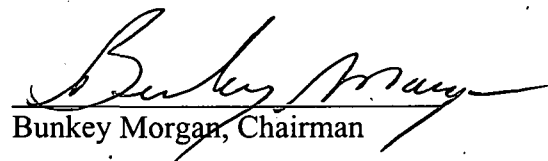
Commissioner Outz stated that the soil survey was completed, but there was no funding to provide for the printing and distribution of the survey. He asked that a letter be sent to Representative Bob Ethridge and Representative David Price for assistance in securing the necessary funding.

Department of Transportation:

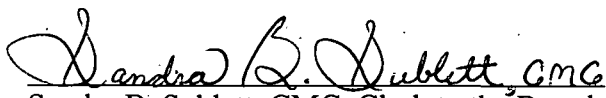
Commissioner Outz requested that a letter be sent to the G. R. Kindley with the North Carolina Department of Transportation requesting that the shrubbery along US Highway #64 East over Jordan Lake be trimmed.

ADJOURNMENT

Commissioner Barnes moved, seconded by Commissioner Cross, to adjourn the regular meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 11:00 AM.


Bunkey Morgan, Chairman

ATTEST:


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

Chatham County Public Health Department

Attachment A

Debt Write-Off

7-1-02 - 6-30-03

Program	FY 03-04			FY 03-04		
	Patient Fees	02-03 Write-Off	% Change	Medicaid	02-03 Write-Off	% Change
Adult Health	\$ 18,827.76	\$ 21,039.46	89%	\$ 879.53	\$ 128.00	14%
Child Health	\$ 7,763.08	\$ 8,642.77	89%	\$ 1,056.00	\$ 504.00	47%
Child Service	No Charge			\$ 2,142.00	\$ 613.00	29%
Comm. Dis.	None	\$ 61.00	0%		\$ 96.18	0%
Family Plan.	\$ 11,971.30	\$ 18,134.55	66%	\$ 256.28	\$ 355.47	72%
Maternal Hlth	\$ 1,425.60	\$ 9,565.19	15%	\$ 584.27	\$ 59.22	10%
MOW	No Charge	No Charge		None	\$ 405.00	0%
MCC	No Charge	No Charge		\$ 234.40	\$ 304.30	77%
Tuberculosis	\$ 225.67	\$ 464.98	48%	None	None	0%
STD	No Charge	No Charge		None	None	0%
Totals						
	\$ 40,213.41	\$ 57,907.95	-69%	\$ 5,152.48	\$ 2,465.17	48%
Total W/O for 03-04	\$ 45,365.89					
Total W/O for 02-03	\$59,907.12					
M. Perkins 8/8/2005						

CHANGES IN MEDICAID RATES FOR LOCAL HEALTH DEPARTMENTS
Effective Date 06-15-05

CPT CODE	DESCRIPTION	NEW MEDICAID RATE	OLD MEDICAID RATE	DIFFERENCE
90471	Immunization Adm.	27.42	20.00	\$ 7.42
90201	Office Visit	62.10	60.00	2.10
99202	Office Visit	93.15	90.00	3.15
99203	Office Visit	132.48	128.00	4.48
99204	Office Visit	194.58	188.00	6.58
99205	Office Visit	244.26	236.00	8.26
99211	Office Visit	34.16	33.00	1.16
99212	Office Visit	56.93	55.00	1.93
99213	Office Visit	78.66	76.00	2.66
99214	Office Visit	122.13	118.00	4.13
99215	Office Visit	182.16	176.00	6.16
S9442	Childbirth class	19.09	21.50	-2.41
T1016	Child Service Coord.	21.74	21.00	0.74
90465	*Imm.Adm. >8 yrs	27.42		27.42
	(New code-Eff. 07-01-05			
		Total Overall Changes		\$ 73.78

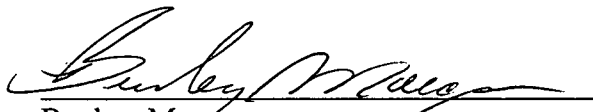
State of North Carolina

County of Chatham

To the Tax Collector of Chatham County:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Tax Assessor and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Chatham, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this the 6 day of September, 2005.

 (Seal)
Bunkey Morgan
Chairman, Board of Commissioners of
Chatham County



Sandra B. Sublett
Clerk to the Board of Commissioner of Chatham County

Tax Collector's Monthly Report
July 1, 2004 - June 30, 2005

BEGIN. A/R BALANCES

Revenue Group 100	1,798,208.63
Revenue Group 150	2,101.58
Revenue Group 200	975,219.42
Totals	2,775,529.63

Revenue Group Codes

100 - Real Estate & Personal Property
150 - Public Utilities
200 - Motor Vehicles

YEAR TO DATE TOTALS

LEVY ADDED

Original Bills

Revenue Group 100	33,860,416.48
Revenue Group 150	1,527,026.37
Revenue Group 200	3,322,989.34
Totals	38,710,432.19

Discoveries

Revenue Group 100	929,939.79
Revenue Group 150	15,911.12
Revenue Group 200	44,930.74
Totals	990,781.65
Total Levy	39,701,213.84

COLLECTIONS

Revenue Group 100	34,196,042.76
Revenue Group 150	1,526,187.79
Revenue Group 200	3,251,657.59
Totals	38,973,888.14

LEVY ADJUSTMENT

Abatements

Revenue Group 100	1,266,970.85
Revenue Group 150	16,749.70
Revenue Group 200	135,632.66
Totals	1,419,353.21

Non-Discoveries

Revenue Group 100	828,347.47
Revenue Group 150	45,700.67
Revenue Group 200	874,048.14
Totals	874,048.14
Net Adjustment	-545,305.07

END. A/R BALANCES

Revenue Group 100	1,529,264.92
Revenue Group 150	2,101.58
Revenue Group 200	979,233.16
Totals	2,510,599.66

Other

Interest	273,562.78
Advertisement	10,099.28
Over/Short	-456.89
Refunds	365,552.58
Prepaid	5,088.92
Garnishment Fees	14,348.66
Copies & Maps	4,646.25
Returned Checks	23,581.72
Returned Check Fees	1,544.89
Foreclosure Costs	3,536.82
Adjustments	3.74
Miscellaneous	2,748.04
Total Other Collections	704,256.79
Totals	39,678,144.93

Deposits

Official Payments Corp-Credit Cd.	273,326.13
FCB - Lockbox	17,233,123.05
CCB Daily Deposits	22,171,695.75
Total Deposits	39,678,144.93

Percentage of Collection

Group 100 (Real Estate)	98.08%
Group 150 (Public Utilities)	100.00%
Group 200 (Motor Vehicles)	90.21%
All Groups	97.50%

Tax Collector's Annual Settlement
Insolvent Accounts

TCTXID	CFYEAR	CFRGCD	CFRECP	CFTXOW
1006165	1996	200	6061123	11.92
1006718	1996	200	7022128	20.21
1009211	1997	200	140402	34.53
1010890	2000	200	462847	23.11
1011049	1997	200	7050504	72.18
1011049	1997	200	7083227	139.82
1011205	1996	200	6103014	32.21
1011958	1996	200	6052161	30.81
1013818	1996	200	6103463	2.12
1015006	1996	200	6112627	14.98
1019768	1996	200	6122209	8.12
1025596	1996	200	6120795	182.59
1027534	1997	200	155566	26.72
1028983	1997	200	160601	18.90
1029951	1996	200	6081317	19.78
1031383	1999	200	355570	44.27
1035601	2000	200	413716	75.38
1043793	1999	200	262888	116.67
1044336	1998	200	258663	18.87
1048898	1997	200	7093327	13.53
1051157	1996	200	7031891	132.53
1056812	1997	200	142045	26.38
1062074	1997	200	148871	14.93
1063262	1997	200	150155	38.68
1063778	1997	200	150685	23.81
1068088	1999	200	338832	84.09
1069291	1998	200	250423	36.67
1069675	1997	200	162937	13.07
1073179	1997	200	171981	14.37
1073867	1999	200	338964	27.60
1073867	2000	200	409956	128.70
1074287	1998	200	176428	28.10
1119352	2000	100	374135	20.38
1171613	1998	200	185429	25.23
1172131	1998	200	185961	23.04
1172703	1998	200	229301	13.52
1174216	1998	200	234702	12.33
1175058	1998	200	238983	35.75
1175844	1998	200	243140	182.94
1176674	2000	200	445373	145.27
1176674	2000	200	449255	120.43
1177549	1998	200	251312	2.61
1180783	2000	200	411136	89.37
1184362	1999	200	914940	9.55
1189820	2000	200	363329	46.87
1189820	2000	200	411418	94.65
1189820	2000	200	416697	74.98
1190024	2000	200	363548	243.02
1193068	2000	200	427365	349.35

Tax Collector's Annual Settlement
Insolvent Accounts

1197002	2000 200	450083	288.20
26800	2000 100	390726	39.44
35706	1998 100	211282	172.38
35706	1999 100	298111	173.32
35706	2000 100	394137	162.95
			3,801.23 Insolvent

1025668	1995 200	6021208	35.54
1025668	1996 200	7031470	11.04
1072700	1999 200	342759	106.11
1072700	2000 200	459229	82.18
1126601	1995 200	5101837	7.49
36905	1999 100	298310	83.63
36905	2000 100	394328	78.99
			404.98 Discharged by Bankruptcy

Total			4,206.21
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DATE 8/10
TIME 8:49:
USER TINA

BOARD REVIEW OF CORP AND RECEIPTS REPORT
CHATHAM COUNTY

1
CL2182

DEPOSIT DATES 7/01/2005 THROUGH 7/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
1995	BREWER JOSEPH L	7/22/2005	66481 101		19.56				MH MOVED
** YEAR TOTALS **					19.56				
1996	BREWER JOSEPH L	7/22/2005	9821 101		21.60				MH MOVED
** YEAR TOTALS **					21.60				
1997	BREWER JOSEPH L	7/22/2005	103929 101		26.28				MH MOVED
1997	RAMSEY MILTON MONTARAY	7/13/2005	123250 107		208.51				BILLED IN ERROR
** YEAR TOTALS **					234.79				
1998	BREWER JOSEPH L	7/22/2005	190377 101		25.15				MH MOVED
1998	RAMSEY MILTON MONTARAY	7/13/2005	210442 107		195.29				BILLED IN ERROR
1998	TAYLOR RAY WOODY	7/12/2005	206836 201		36.85				MH DBLST W/1210303
** YEAR TOTALS **					257.29				
1999	BREWER JOSEPH L	7/22/2005	274752 101		25.83				MH MOVED
1999	RAMSEY MILTON MONTARAY	7/13/2005	297238 107		192.24				BILLED IN ERROR
1999	TAYLOR RAY WOODY	7/12/2005	293698 201		38.15				MH DBLST W/1210303
** YEAR TOTALS **					256.22				
2000	BREWER JOSEPH L	7/22/2005	367764 101		24.33				MH MOVED
2000	RAMSEY MILTON MONTARAY	7/13/2005	393318 107		179.88				BILLED IN ERROR
2000	TAYLOR RAY WOODY	7/12/2005	389820 201		36.09				MH DBLST W/1210303
** YEAR TOTALS **					240.30				
2001	AIKINS KELLY	7/12/2005	496241 107		55.47				MH DBLST W/00430
2001	BREWER JOSEPH L	7/22/2005	484558 101		18.08				MH MOVED
2001	KIDD ROGER D	7/18/2005	491008 106		1.95				BOAT STOLEN REPORT/PD
2001	RAMSEY MILTON MONTARAY	7/13/2005	513314 107		133.50				BILLED IN ERROR
2001	SORIANO SARA	7/12/2005	525746 202		7.33				MH DBLST W/1033864
2001	TAYLOR RAY WOODY	7/12/2005	509982 201		26.66				DBLST W/1210303
** YEAR TOTALS **					242.99				
2002	WALDEN ANDREA SCOTTON	7/01/2005	926709 202	87.33					NO DW/REBILL SW
2002	WALDEN ANDREA SCOTTON	7/05/2005	932314 202	87.33					REBILL AS SW PER MG
2002	AIKINS KELLY	7/12/2005	596965 107		52.22				MH DBLST W/00430
2002	BREWER JOSEPH L	7/22/2005	585754 101		15.68				MH MOVED
2002	KIDD ROGER D	7/18/2005	591977 106		2.37				BOAT STOLEN REPORT/PD
2002	RAMSEY MILTON MONTARAY	7/13/2005	617144 107		123.31				BILLED IN ERROR
2002	SORIANO SARA	7/12/2005	628862 202		7.11				DBLST W/1033864
2002	TAYLOR RAY WOODY	7/12/2005	613917 201		24.96				MH DBLST W/1210303
** YEAR TOTALS **					174.66	225.65			
2003	AIKINS KELLY	7/12/2005	700596 107		48.80				MH DBLST W/00430

DATE 8/10
TIME 8:49
USER TINA

BOARD REVIEW OF CORRECTED RECEIPTS REPORT
CHATHAM COUNTY

2
CL2182

DEPOSIT DATES 7/01/2005 THROUGH 7/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2003	BREWER JOSEPH L	7/22/2005	689850	101		16.24				MH MOVED
2003	HOLMES CAROLYN D	7/18/2005	727000	107		61.30				DBLST/W ACC# 1211641
2003	KIDD ROGER D	7/18/2005	744130	106		2.33				BOAT STOLEN REPORT /PD
2003	RAMSEY MILTON MONTARAY	7/13/2005	722963	107		114.85				BILLED IN ERROR
2003	SORIANO SARA	7/12/2005	733994	202		7.11				MH DBSLT W/1033864
2003	TAYLOR RAY WOODY	7/12/2005	719820	201		38.96				MH DBLST W/1210303
** YEAR TOTALS **						289.59				
2004	BOY SCOUT TROOP # 924 OFFIRSTS	7/26/2005	875907	202			24.83			TAX EXEMPT/VEH
2004	AIKINS KELLY	7/12/2005	830408	107		43.82				SEE ACCT# 00430
2004	BREWER JOSEPH L	7/22/2005	820459	101		15.24				MH MOVED
2004	DAY GIL THOMAS	7/26/2005	903966	107			15.54			SENT BACK TO ORANGE CO
2004	HOLMES CAROLYN D	7/18/2005	858040	107		51.76				DBLST W/ACC# 1211641
2004	HOYNE GAIL MIZE	7/27/2005	925535	201			107.54			IN MILITARY/LES ON FIL
2004	HUFFMAN ROBIN L	7/14/2005	859006	103		50.37				MH DBLST W/0075970
2004	JOHNSON WILBUR JR	7/19/2005	818695	104	917.26				115.00	VALUE REDUCTION/PER KI
2004	KIDD ROGER D	7/18/2005	826186	106		2.39				BOAT STOLEN RPORT /PD
2004	MEETZE JAMES MICHAEL	7/11/2005	826905	106		29.60				MH SOLD MOVED TO WILMI
2004	MOFFITT MARGARET	7/14/2005	863035	101		12.50				MH REMOVED
2004	POE DEXTER REID	7/22/2005	918809	103			133.51			BOAT TRAILER 24FT
2004	RAINES CHARLES S	7/12/2005	849643	105		16.47				MH SOLD IN 1999
2004	RAMSEY MILTON MONTARAY	7/13/2005	854367	107		107.47				BILLED IN ERROR
2004	SORIANO SARA	7/12/2005	864410	202		8.60				MH DBLST W/1033864
2004	TAYLOR RAY WOODY	7/12/2005	851455	201		36.71				MH DBLST W/1210303
2004	THOMPSON ANTONIO RODRIGUEZ	7/18/2005	912348	107			64.28			SHOULD BE DURHAM COUNT
2004	WAGNER DANIEL SCOTT	7/22/2005	893201	109			137.82			TAG TURNED IN 3/2/05
2004	WAGNER DANIEL SCOTT	7/22/2005	912520	109			78.54			TAG TURNED IN 3/2/05
2004	WRENN JORDAN DOUGLAS	7/18/2005	919541	107			136.26			SHOULD BE WAKE COUNTY
** YEAR TOTALS **						917.26	374.93	698.32	115.00	
2005	HORTON PERCY W & NANCY B	7/19/2005	932430	107	1531.92					BILLED ON WRONG VALUE
2005	FULBRIGHT FRED ERWIN	7/12/2005	931694	101			48.82			SHOULD BE MECKLENBURG
2005	HORTON PERCY W & NANCY B	7/19/2005	932431	107	1531.92					BILLED ON WRONG VALUE
2005	ALSTON MALCOLM DANGELO	7/26/2005	933033	107			33.20			MC TRAILER
2005	ARBOR ENTERPRISES INC	7/26/2005	937601	107			11.30			HIGH MILEAGE 59,000
2005	BEAL JOHNNIE MAC	7/26/2005	932526	109			13.35			WRONG VALUE ON KRAF TL
2005	BREWER BARBARA BLAKE	7/19/2005	931471	113			12.80			WRONG VALUE ON CADI
2005	BREWER BARBARA BLAKE	7/19/2005	931472	113			11.77			WRONG VALUE ON DODGE/V
2005	BYNUM RUPERT LLOYD JR	7/26/2005	934495	107			7.60			HIGH MILEAGE
2005	COMER DONALD RAY	7/25/2005	933095	107			17.66			UTILITY TRAILER
2005	DICKSON RENEE FULLER	7/25/2005	933141	202			11.79			HIGH MILEAGE 160,000
2005	DUCKWALL MICHAEL LOUIS	7/27/2005	933028	109			1457.51			CT INCORRECTLY DESCRIB
2005	DURHAM VALERIE LOWE	7/01/2005	930586	107			49.09			SHOULD BE MECKLENBURG
2005	FOWLER PAUL ALAN	7/26/2005	932827	201			17.46			WRONG VALUE/DEDUCT MIL
2005	FROST ASHLEY ELIZABETH	7/25/2005	935221	107			22.17			HIGH MILEAGE 140,000
2005	HORTON PERCY W & NANCY B	7/19/2005	932432	112	1618.66					BILLED ON WRONG VALUE
2005	JONES KAREN DEGRAFFENREIDT	7/25/2005	932537	202			3.58	5.00		WRONG DIST/OUTSIDE CIT
2005	LAMBETH JOHN D	7/21/2005	937933	106	239.50					WRONG DUE DATE
2005	LYFORD LISA KAY	7/22/2005	932310	108			18.18			SHOULD BE WAKE
2005	MOORE THOMAS WAYNE	7/22/2005	933283	105			87.83			TAGS TURNED IN 4/26/05

DATE 8/10
TIME 8:49:
USER TINA

BOARD REVIEW OF CORRECTED RECEIPTS REPORT
CHATHAM COUNTY

3
PRG# CL2182

DEPOSIT DATES 7/01/2005 THROUGH 7/31/2005

TAX		DEPOSIT		REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
YEAR	TAXPAYER NAME	DATE	RECEIPT DIST						
2005	MORRIS TAMMY JOHNSON	7/29/2005	928521 104			69.70			SITUS IN MOORE CO
2005	PICKERAL JAMES REISO JR	7/26/2005	937151 110			23.29			VEH SITUS IN RANDOLPH
2005	PLANFIELD FRIENDS MEETING	7/14/2005	930249 109			35.96			TAX EXEMPT/VERIFIED
2005	POLLOK JAMES DAVID	7/12/2005	926990 202			9.70	5.00		OUTSIDE CITY
2005	POLLOK JAMES DAVID	7/12/2005	932421 101				5.00		NO CITY TAX
2005	POWERS PAUL CLARK	7/22/2005	933265 113			25.07			SHOULD BE RANDOLPH CO
2005	PSNC ENERGY	7/27/2005	936109 202			251.23	5.00		TAX EXEMPT/DELETED
2005	PSNC ENERGY	7/27/2005	936110 202			251.23	5.00		TAX EXEMPT/DELETED
2005	ROBINSON WILLIE LEE	7/01/2005	930163 202			13.43			IS NOT INSIDE SILER CI
2005	ROCKETT GREGORY STEPHEN	7/28/2005	937178 107			11.78			WRONG VALUE ON MERZ/PD
2005	SMITH CYNTHIA GLENDORA	7/27/2005	936505 107			77.63			UTILITY TRAILER
2005	SOUTHERN ASSISTED LIVING INC	7/29/2005	935445 107			52.70			SITUS IN ROWAN CO
2005	STRICKLAND JOHN WESLEY	7/01/2005	927532 104			15.21			WRONG VALUE ON SIL TK
2005	WALTERS THURMAN HART	7/22/2005	934048 202			75.78			ANTIQUE TAG
2005	WILSON BOBBY EUGENE	7/12/2005	926846 113			50.44			WRONG VAL
** YEAR TOTALS **					4922.00	2787.26	25.00		
*** FINAL TOTALS ***					6013.92	2162.92	3485.58	25.00	115.00

*** NORMAL END OF JOB ***



Chatham County Board of Commissioners
Agenda Item Abstract

Item No.

Meeting Date: 9/20/04

Part A

SUBJECT: Charging off 1995 tax bills

ACTION

REQUESTED: Motion to approve charging off 1995 tax bills

ATTACHMENTS: None

Submittal & Review:

Francis Guilson

Date 8-11-05

Tax Collector

Bonbeely D Herder

Date 8-12-05

Tax Administrator

Assistant to the
County Manager
Review

Signature

Date

Finance Officer
Review

Signature

Date

County Attorney
Review

Charlene Hone
Signature

Date

County Manager
Review

Charlene Hone
Signature

8-12-05
Date

Chatham County Board of Commissioners
Agenda Item Abstract

Part B

INTRODUCTION AND BACKGROUND:

Since July 1, 1972, all taxing units in the State have been under the time limitations of G. S. 105-378, which sets up a continuing ten-year statute of limitations against the enforcement of any remedy for the collection of property taxes or the foreclosure of property tax liens. The ten years are measured from the September 1 due date. The 1995 tax bills will be barred from collection procedures on September 1, 2005.

DISCUSSION & ANALYSIS:

As of August 11, 2005 our accounts receivables balance for the 1995 taxes is \$55,253.69. Real estate & personal property - \$11,520.70 (includes solid waste disposal and availability fees, interest and other charges. Motor vehicles - \$43,732.99. The NC General Statutes will not allow us to use forced collection measures after August 31, 2005 to collect the 1995 taxes. We have attempted to use enforcement remedies to collect all past due taxes, but have been unable to collect the remaining 1995 taxes.

RECOMMENDATION:

A motion to approve charging off the 1995 property taxes.

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

CONTRACT OF EMPLOYMENT

THIS CONTRACT, made and entered into this 1st day of July, 2005, by and between the CHATHAM COUNTY COMMISSIONERS and the CHATHAM COUNTY DEPARTMENT OF SOCIAL SERVICES, party of the first part; and CAROL J. HOLCOMB, Attorney At Law, a partner with Northen Blue, L.L.P., Orange County, North Carolina, a partnership organized under the laws of the State of North Carolina engaging in the practice of law, party of the second part;

W I T N E S S E T H:

THAT WHEREAS, the party of the first part desires to employ said party of the second part as its attorney and counselor at law, upon the following terms:

1. This contract shall begin July 1, 2005, and shall unless sooner terminated as hereinafter provided exist and continue through June 30, 2006, subject to the availability of funds for the provision of services, continued compliance by party of the second part with applicable standards for the stated services, and other terms of the agreement as stated herein.

2. Said party of the second part, upon reasonable notice, is to be available for consultation, legal advice, and representation of those legal matters arising from the duties of the party of the first part under Article 44, Chapter 7B of the North Carolina General Statutes. This representation shall be for the Child Protective Services, Foster Care, and Adoption programs administered by the Chatham County Department of Social Services and for Appellate work, as needed.

3. Said party of the second part, upon reasonable notice, is to be available for consultation, legal advice and representation in those legal matters arising from duties of the party of the first part under N.C.G.S. 108A-99. This representation shall be for the Adult Protective

Services Program in Chatham County, in those instances where Robert L. Gunn, Attorney at Law, has a conflict or for other reasons is unable to represent the Department.

4. For her services under this contract, the party of the first part agrees to pay party of the second part an hourly rate of One Hundred Ten Dollars (\$110.00) per hour from July 1, 2005 through June 30, 2006. The party of the first part agrees to pay all court costs and filing fees, which are required to be paid in conjunction with services provided by the attorney under this agreement, subject to paragraph 6 below. Party of the second part shall document all time devoted to provision of legal services on a case-by-case basis pursuant to this contract and shall provide written evidence of same to party of the first part upon request. The maximum amount to be paid hereunder as attorneys fees is estimated to be \$98,000.00

5. The attorney shall also be compensated for and reimbursed at the hourly rate as set forth above for travel to and from the attendance at programs, meetings, and seminars relating to Social Services law, and for any training provided to the Department's employees, and shall be reimbursed for lodging and transportation necessary for attendance at those programs, meetings, seminars, and presentations.


6. The attorney shall also be compensated for and reimbursed for the services of clerks and legal assistants hired by them in the performance of their duties to the party of the first part and the cost of faxing, telephone, copying, and postal expenses at a flat rate of Three Hundred Dollars (\$300.00) per month. Costs and expenses advanced by the Attorney on behalf of party of the first part shall be reimbursed to the attorney.

7. Party of the second part shall comply with Titles VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to these Titles.

8. Party of the second part agrees to restrict the use or disclosure of information obtained in connection with the administration of North Carolina's programs for the provision of services concerning applicants for and recipients of those services to purposes directly connected with the administration of the service programs.

9. This contract may be terminated or amended upon mutual agreement of both parties, or by either party upon 60 days prior notice in writing to the other party, except that violation of State law or of established standards concerning provision of the services may result in termination of the agreement without sixty (60) days prior notice. In the event reimbursement to the Department is not available and/or continued at a level sufficient to allow for the continuation of this agreement, the agreement shall be terminated immediately upon receipt of a notice of termination from the Department. The Department will pay the attorney the agreed upon amount under the terms of this agreement up to the effective date of the termination.

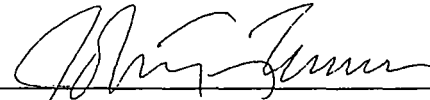
CHATHAM COUNTY

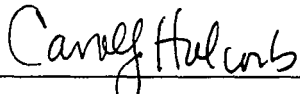
By:  Date: 9/7/05
Chairperson, Board of Commissioners

Attest:


 Date: 9-07-05
Clerk to Board of Commissioners

CHATHAM COUNTY DEPARTMENT OF
SOCIAL SERVICES

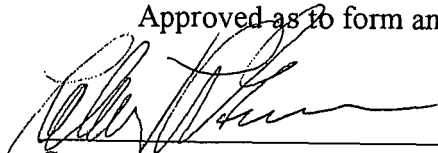
By:  Date: 7-26-05
John T. Tanner, Director

 Date: 6-15-05
Carol J. Holcomb, Attorney at Law

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

 Date: 8/31/05
Finance Officer

Approved as to form and legality.

 Date: 7/29/05
County Attorney

**Project Ordinance Concerning the
Southern Supreme Water Main Extension**

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

Section 1. The project authorized consists of the construction of a water main extension to serve "Southern Supreme."

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

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

Construction	\$321,967
Engineering	25,700
Administration	20,000
Inspections	19,320
Contingency	<u>32,252</u>
	\$419,239

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

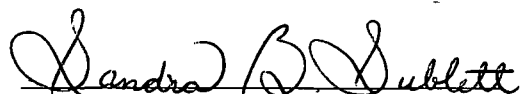
CDBG-ED Grant	\$240,000
Transfer from General Fund	<u>179,239</u>
Total Revenue	\$419,239

Section 5. The County Manager is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

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

ADOPTED, this 6th day of September 2005.


Bunkey Morgan, Chairman
Chatham County Board of Commissioners


Sandra Sublett, Clerk to the Board
Chatham County

**RESOLUTION CONFIRMING APPOINTMENT OF AREA
DIRECTOR OF ORANGE PERSON CHATHAM MENTAL
HEALTH, DEVELOPMENTAL DISABILITIES AND SUBSTANCE
ABUSE AUTHORITY**

WHEREAS, N.C.G.S. §122C-111(7) authorizes the Board of Directors of Orange Person Chatham Mental Health, Developmental Disabilities and Substance Abuse Authority to appoint an area director; and

WHEREAS, following a search, the report of the search committee and evaluation, the Board of Directors of Orange Person Chatham Mental Health, Developmental Disabilities and Substance Abuse Authority have voted unanimously to appoint Judy R. Truitt as its area director; and

WHEREAS, N.C.G.S. §122C-111(7) requires the approval of this appointment by the Boards of County Commission of Orange, Person and Chatham Counties unless the authority to approve has been waived; and

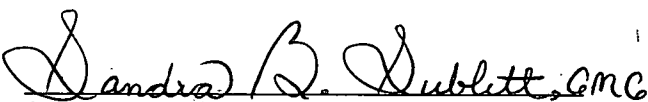
WHEREAS, the Board of Directors of Orange Person Chatham Mental Health, Developmental Disabilities and Substance Abuse Authority have voted unanimously to request that the Boards of County Commission of Orange, Person and Chatham Counties to approve the appointment of Judy R. Truitt as its area director at their next meetings;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Chatham County, North Carolina does hereby approve the appointment of Judy R. Truitt as area director of Orange Person Chatham Mental Health, Developmental Disabilities and Substance Abuse Authority.

Adopted this, the 6th day of September, 2005.


Bunkey Morgan, Chairman

ATTEST:


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

**RESOLUTION AUTHORIZING ORANGE PERSON CHATHAM MENTAL HEALTH,
DEVELOPMENTAL DISABILITIES AND SUBSTANCE ABUSE AUTHORITY TO
ACQUIRE AND HOLD TITLE TO REAL PROPERTY**

WHEREAS, N.C.G.S. §122C-147 provides that real property can be purchased for the use of Orange Person Chatham Mental Health, Developmental Disabilities and Substance Abuse Authority; and

WHEREAS, N.C.G.C. §122C-147(c) provides that Orange Person Chatham Mental Health, Developmental Disabilities and Substance Abuse Authority may acquire and hold the title to said real property; and

WHEREAS, Orange Person Chatham Mental Health, Developmental Disabilities and Substance Abuse Authority currently leases real property located at:

211 Webb Street, Roxboro
4400 White Oak Lane, Hillsborough
1011 N. Mineral Springs Road, Durham
5824 Hadrian Drive, Durham

and currently has an option to purchase each of the above mentioned property for the cost of one hundred dollars from the Chrysalis Foundation; and

WHEREAS, Orange Person Chatham Mental Health, Developmental Disabilities and Substance Abuse Authority desires to exercise its option and acquire and hold title to the above mentioned property that it currently leases; and

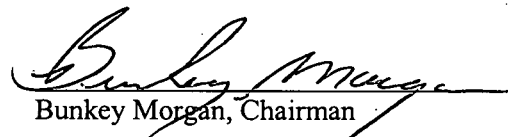
WHEREAS, N.C.G.S. § 122C-147 provides that to acquire and hold title to said real property, the Boards of the Commissions that comprise the catchment Orange Person Chatham Mental Health, Developmental Disabilities and Substance Abuse must by resolution approve the acquisition and titling of such property; and

WHEREAS, the Boards of Orange County, Person County and Chatham County comprise the catchment area of Orange Person Chatham Mental Health, Developmental Disabilities and Substance Abuse Authority;

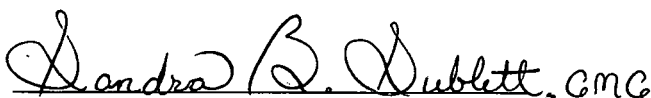
NOW, THEREFORE, BE IT RESOLVED, that the Board of Commission of Chatham County, North Carolina does hereby approve the acquisition and titling of the above mentioned property by Orange Person Chatham Mental Health, Developmental Disabilities and Substance Abuse Authority; and

BE IT FURTHER RESOLVED that upon dissolution of Orange Person Chatham Mental Health, Developmental Disabilities and Substance Abuse Authority legal title to said property shall transfer in accordance with the terms and conditions set forth in the Interlocal Cooperation Agreement for the Provision of Mental Health, Developmental Disability and Substance Abuse Services between Orange, Person, and Chatham Counties.

Adopted this the 6th day of September, 2005.


Bunkey Morgan, Chairman

ATTEST


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

RESOLUTION

HONORING THE SERVICE OF STELLA RUTH HORTON

WHEREAS, in August 1978, at an age when many people are contemplating retirement, Stella Ruth Horton began a second career with the Chatham County Department of Social Services as an in-home aide; and

WHEREAS, in her 27 years with Chatham County, Ms. Horton has played a major role in fulfilling the mission of DSS: to help elderly and disabled adults continue living at home as long as they can; and

WHEREAS, Ms. Horton assists her clients with tasks vitally important to independent living, such as grocery shopping, medical visits, and paying household bills; and

WHEREAS, Ms. Horton is known to her co-workers and her clients as a person who has strong endurance for hard work, loves the people she serves, and continuously exhibits a positive outlook, a good spirit, and a bright smile; and

WHEREAS, never ending her workday at 5 o'clock, Ms. Horton frequently goes the extra mile for her clients and, in doing so, has become like a member of many of her clients' families; and

WHEREAS, as a person who can be counted on for her determination and insight into clients needs, Ms. Horton is a very valuable and respected member of the DSS Adult Services team, and she will be missed by all of her colleagues for her important contributions to maintaining the independence of elderly and disabled adults;

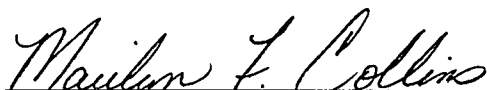
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Chatham, North Carolina, that we do honor and commend Stella Ruth Horton for 27 years of service to Chatham County; and

BE IT FURTHER RESOLVED that we extend our best wishes to Ms. Horton on the occasion of her retirement.

Adopted this, the 6th day of September, 2005.


Bunkey Morgan, Chairman

ATTEST:


Marilyn F. Collins, Deputy Clerk to the Board
Chatham County Board of Commissioners

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
SEPTEMBER 19, 2005

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 September 19, 2005.

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

Absent: Clerk to the Board, Sandra B. Sublett

The meeting was called to order by the Chairman at 5:59 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 the minutes of the September 6, 2005 Board of Commissioners' work session be removed from the Consent Agenda for consideration at a later date.

The Chairman asked that Item #5, Preliminary Approval of "Henry's Ridge", be removed from the Consent Agenda and placed on the Regular Agenda.

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 for regular meeting held September 6, 2005 and Work Session held August 15, 2005.

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. Burkes Farm Drive
- B. Coble Boys Drive
- C. Glenn Routh Road
- D. Papou Lane
- E. Trout Lily Lane

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

3. **Vehicle Purchase:** Consideration of a request to award vehicle purchase for Department of Social Services and Fire Marshal's Office

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

4. **Preliminary Approval of "Colvard Farms, Phase VIII":** Consideration of a request by Jeff Hunter on behalf of Colvard Farms, Development Co., LLC for subdivision preliminary approval of "Colvard Farms, Phase VIII" consisting of four (4) lots on approximately four (4) acres, located off Highway #751, Williams Township

As per the Planning Department and Planning Board recommendation, preliminary design approval of Colvard Farms, Phase VIII was granted as submitted.

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

5. ~~**Preliminary Approval of "Henry's Ridge":** Consideration of a request by Ricky Spoon for subdivision preliminary approval of "Henry's Ridge" consisting of 40 lots on approximately 4 acres, located off SR #1823, Henry Webster Road, (US #64 Service Road), New Hope Township~~

This item was removed from the Consent Agenda and placed on the Regular Agenda for discussion.

6. **Preliminary and Final Approval of "Bobcat Point, Phase IV:** Consideration of a request by Ricky Spoon for preliminary and final approval of "Bobcat Point, Phase IV", Lots #119-126, consisting of eight (8) lots on approximately 44 acres, located off SR #1558, Henderson-Tanyard Road and Poplar Forest Lane, Hadley Township

As per the Planning Department and Planning Board recommendation, preliminary and final approval of Bobcat Point Subdivision, Phase IV (Lots #119-126) were granted as submitted.

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

7. **Final Approval of "Cedar Grove, Phase III":** Consideration of a request by Mac Development for final approval of "Cedar Grove, Phase III" consisting of five (5) lots on approximately twelve (12) acres located off SR #1540, Jones Ferry Road, Baldwin Township

As per the Planning Department and Planning Board recommendation, final approval of Cedar Grove, Phase III 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).

8. **Final Approval of "Shambley Meadows, Phase II:"** Consideration of a request by H & A Properties for final approval of "Shambley Meadows" consisting of eleven (11) lots on approximately 23 acres, located off SR #2167, Jay Shambley Road and SR #2165, Hickory Mountain-Hadley Mill Road, Hickory Mountain Township

As per the Planning Department and Planning board recommendation, final approval of "Shambley Meadows, Phase II" 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).

9. **Final Approval of "Valley Meadow" (formerly Midfield):** Consideration of a request by Coffey Grounds, Inc. for final approval of "Valley Meadow"

consisting of 26 lots on 75 acres, located off SR #1532, Mann's Chapel Road, Baldwin Township

As per the Planning Department and Planning Board recommendation, final plat approval of Valley Meadow was granted with the following conditions:

1. The plat shall not be recorded until the County Attorney has approved the financial guarantee.
2. The plat shall not be recorded until staff has received documentation from the Chatham County Public Works Department that the water lines have been completed, testing done, as-built plans received, and water tap fees paid.
3. Declaration of Covenants, conditions, and Restrictions for Valley Meadow shall include language regarding maintenance and restrictions of pond on lots #23, 24, 25, and 26 and shall be recorded in the Office of the Register of Deeds.

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

10. **NCDENR:** Consideration of a request to approve contract with North Carolina Division of Forest Resources, attached hereto and by reference made a part hereof

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

11. **Jail Telephone Contract:** Consideration of a request to approve contract for Jail Inmate Communication system, attached hereto and by reference made a part hereof

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

END OF CONSENT AGENDA

PUBLIC INPUT SESSION

Peter Theye, 1065 Boothe Hill Road, Chapel Hill, NC, stated that until recently he felt indebted to the Board of Commissioners who serve the community; that his respect for donating time has been replaced with contempt; that 25 years ago the Corp of Engineers offered the Board of Commissioners a deal that cost the County; that the myopic look at development has caused a great need for infrastructure; that we really need the ½ cent sales tax; that tax increases are a result of short sightedness; that the development has not helped increase sales tax revenue; that there is value in caring about where and how you live; that it is important to be good stewards of the land; and that this is the last time he plans to address this Board about these issues.

Robert Sears, 454 Lewter Shop Road, Apex, NC, stated that he would like to speak about three items; that the Sedimentation and Erosion Control position is critical; that Chapel Ridge has already had violations; that the position is partially funded by the state; that the person must have teeth; that they must have the control/authority to stop projects and enforce the ordinance; that the County needs to talk to the Cary City Council; that Cary is slowing encroaching into Chatham County; and that the Board of Commissioners should consider a moratorium on any development with more than 25 units.

George Lucier, 628 Redbud, Pittsboro, NC, stated that the commercial/residential development on Highway #15-501 is explosive; that development by itself is a financial risk; that he asks why there is not a plan for the growth along the major corridors; that these concerns can be balanced by a plan that considers all stakeholders; that the County can either use the Land Use Plan or revise it; that the County has the capacity for responsible planning; that the Compact Communities Ordinance is a good example; that developments must address concerns up front; that he urges a major corridor ordinance that addresses Highway #15-501 to start, but also looks at Highways #64 and #421; that the County does not need a two-year process; that it must be a priority; that the Planning Board should draft an ordinance and involve municipalities; that the ordinance should be flexible and adaptable to change;

that it should provide a template for bringing in good jobs and preserving the way of life; and that the Planning Board should appoint a sub-committee that operates under strict guidelines and a schedule.

Loyse Hurley, 16 Matchwood, Pittsboro, NC, President of CCEC, stated that some Board of Commissioner members may be under the wrong impression that CCEC's request for a commercial corridor ordinance is for only Highway #15-501; that it is for all 4-lane highways in the County; that Rita Spina's comments at the last meeting were not her personal opinion but were the view of CCEC; that comprehensive planning is needed now; and that Commissioner Cross suggested a moratorium on development until the County could catch up.

Jeffrey Starkweather, 890 Old Goldston Road, Pittsboro, NC, stated that he wanted to talk about the commercial corridor ordinance; that people are angry and frustrated about what has happened and what will happen on Highway #15-501; that people are stuck in traffic; that every time there is an entrance onto Highway #15-501 traffic is slowed; that if developments are considered one-by-one, the big picture is not being looked at; that the Highway #15-501 corridor needs to move traffic; that first impressions are lasting impressions; that if all companies see is strip commercial, it needs to be remedied as soon as possible; that the County needs to be working on the 10/70 rule in order to be ahead of the game; that changing the zoning process is putting the cart before the horse; that the plan needs to come first; that the highway corridor ordinance is the plan; that the Land Use Plan outlined discouraging strip development in sensitive areas; that it encouraged commercial development on side roads, not on main thoroughfares; that the County needs to be serious about planning; and that the 10/70 plan needs to be put aside until this plan is in place.

PLANNING AND ZONING

Preliminary Approval of "Henry's Ridge": Consideration of a request by Ricky Spoon for subdivision preliminary approval of "Henry's Ridge" consisting of 40 lots on approximately 4 acres, located off SR #1823, Henry Webster Road, (US #64 Service Road), New Hope Township

Chairman Morgan noted that the above description should read "consisting of 40 lots on approximately 84 acres", instead of the listed 4 acres.

As per the Planning Department and Planning Board recommendation, Commissioner Cross moved, seconded by Commissioner Outz, to grant preliminary approval of Henry's Ridge as per the noted change. The motion carried five (5) to zero (0).

CHATHAM COUNTY VOLUNTEERS

Resolution Honoring Chatham County's Outstanding Volunteers of 2005: Consideration of a request to adopt **Resolution Honoring Chatham County's Outstanding Volunteers of 2005**

Chairman Morgan read the resolution and recognized the volunteers in attendance.

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt **Resolution #2005-52 Honoring Chatham County's Outstanding Volunteers of 2005**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

PLANNING AND ZONING

Other Planning Items:

Sketch, Preliminary and Final Approval of "Chatham Downs": Consideration of a request by Lat Purser & Associates, Inc. on behalf of ITAC 92, LLC for subdivision sketch, preliminary and final approval of "Chatham Downs", consisting two (2) lots on approximately two (2) acres, located off US Highway #15-501 North and SR #1721, Lystra Road, Williams Township

As per the Planning Department and Planning Board recommendation, Commissioner Outz moved, seconded by Commissioner Cross, to grant sketch, preliminary, and final approval of the plat entitled "Chatham Downs shopping Center" with the following conditions:

1. The plat shall not be recorded until staff has received the following documents:
 - a. Revised Operations Permits for the Collins and Oakley tracts from the Chatham County Health Department,, Environmental Health Division
 - b. Recorded copy of the cross parking easement from tracts Two and Three
 - c. Recorded copy of all utility easements as required by the Chatham County Health Department, Environmental Health Division
2. The final plat shall show the approximate location of the two cemeteries located on the parent tract along with pedestrian easement(s) for access.

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

Public Hearings:

The Chairman administered the oath to those in attendance who wished to make public comments.

Proposed Revisions to Watershed Protection Ordinance: Public hearing to receive public comments on 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

There was no one present who wished to make public comments.

Revision to Existing Conditional Use Permit by Danny Franklin Thomas: Public hearing to receive public comments on a request by Danny Franklin Thomas to (a) to allow a one-year extension of time and revision to condition # 17 to allow a five-year (5) completion date and a revision to the existing signage allowed on the property

There was no one present who wished to make public comments.

Modification of Existing Conditional Use Permit for a Planned Unit Development by Gaines Brothers of Chatham, LLC: Public hearing to receive public comments on a request by Mark Ashness on behalf of Gaines Brothers of Chatham, LLC for a modification to a RA-40 zoning district with a Conditional Use Permit for a Planned Unit Development, "The Homestead", to add 50.6 acres of land to the RA-40 zoning district and nine (9) additional residential lots to the Planned Unit Development, located off SR #1716, Big Woods Road, New Hope Township

Mark Ashness, 30020 Village Park, Chapel Hill, NC, stated that he was representing the developer; that this project was approved in March 2004; that at the time of approval, the Gaines Brothers were encouraged to look at the DeLoach property; that they have acquired that property; that the property had been used for timber management; that the upper limits of the Parkers Creek tributary is in the upper corner; that the meadows associated with Phase I has been seeded; that wastewater permits have been approved; that there are almost no wetlands; and that they are requesting to add 50 acres and 9 additional lots.

Cynthia Perry, 179 Hillsboro Street, Pittsboro, NC, stated that this modification keeps in line with the original plan; that there is no significant change in the plan; and that she is more than happy to answer any questions.

Commissioner Barnes voiced concern with regard to the drainage into Jordan Lake. He stated that he was against The Homestead and would vote against it.

Doug Brown, 1525 Hatley Road, Pittsboro, NC, stated that he is an adjacent property owner; that the project has a pleasing appearance that hopefully will generate adequate tax revenue; that this project is a closed system; that it requires extensions to public utilities; that currently the build-out is a collection of closed communities; that the adjacent property owners have to put in long extensions; that it may not be the best for long-range planning for the County; that he asks for utility easements; that he is concerned about the quality of Jordan Lake's water; and that there are issues with storm run-off.

Conditional Use Permit for Various Uses by Baycorp Development, Inc.: Public hearing to receive public comments on a request by Baycorp Development, Inc. on behalf of Clarence M. Walters for a Conditional Use B-1 Business District with a Conditional Use Permit for various uses, consisting of one (1) lot on approximately 4.6 acres, located off US Highway #15-501 North and SR #1532

Nick Robinson, representing Baycorp Development, stated that the proposed use for the site is a bank; that the property is currently owned by the Walters; that it has had a Conditional Use Permit for small appliance repair; that this parcel is a natural fit for business; that this parcel is designated for restricted business uses; that there are negotiations for a bank proposal; that he has submitted materials as items of record; that they met with the Appearance Commission; that this project will blend well with the other commercial uses at this site; that it meets the requirements of the Land Use Plan; that commercial development exists on all four quadrants of the intersection now; that it is certainly an economic development center and commercial crossroads area. He further stated that the proposed business use is beneficial to the area and County in tax revenue; that the prospect of this area as a residential area is diminished based on the widening of the intersection and increased commercial development; that estimated tax revenue is ten-fold what it is now; that demands on County services will be minimal; that there will be 10-15 employees; that it will not be a detriment to the community; that the Department of Transportation's recommended improvements will provide for minimal traffic impact; that impervious surfaces are 21.2%; that the soils are suitable for sub-surface septic system; and that it is an opportunity to guide commercial projects to the appropriate area.

Robert Eby, 19 E. Madison, Pittsboro, NC stated that he is representing CCEC; that this proposal is straightforward; that it requests rezoning; that the rezoning to B-1 makes sense; that the Conditional Use Permit is another story; that the presentation is misleading; that the accompanying text request does not have a commitment to build a bank; that the proposal asks that when Baycorp decides what it wants to build, it doesn't have to have another public hearing on an amendment; that no specific site plan has been submitted; and that approving the request would freeze out an opportunity for the public to comment later. He urged the Board of Commissioners to wait for a specific site plan.

Nick Robinson stated that the options in Chatham County are limited; that they could ask for B-1 and allow anything at all, but that they are asking for a more restrictive list.

Jeffrey Starkweather, 890 Old Goldston Road, Pittsboro, NC stated that people of Chatham County would like to have a specific development before approval; that the list is too broad; that the Land Use Plan encourages entrances on side roads; that the entrance off of Highway #15-501 would cause congestion; and that the only entrance should be off of Mann's Chapel Road.

Nick Robinson stated that the Department of Transportation recommended the driveways; that there is a median on Highway #15-501 now; and that will allow for safer access.

Conditional Use Permit Request by North Chatham Investments, Inc.: Consideration of a request by North Chatham Investments, Inc. for a Conditional Use Permit for a Planned Unit Development and daycare facility with 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, Williams Township

Norman Block, 2213 Winpost Lane, Apex, NC, spoke in support of the proposal. He stated that there is tremendous pressure on Chatham; that Travis Blake is a local resident;

that he has tried to do something the right way and listen to the community; that this hard work should not be lost in the midst of all the negative talk about development in general.

Travis Blake, owner of the property, stated that he has tried to build a thoughtful project; that this project takes into careful consideration responsible growth; that it is environmentally sound; that he has taken effort to include many stakeholders; that it will meet the Phase II guidelines for stormwater runoff; that the wastewater treatment facility is state-of-the-art; that the tenant mix is designed to encourage traffic from Orange County; that this has been conceived by business people in the area; and that there is medical office space included.

Loyse Hurley, 16 Matchwood, Pittsboro, NC, President of CCEC; stated that they would like to compliment Travis Blake for his outreach to the community; that he was always open to suggestions; that he wanted this development to be a model; that he has made changes based on concerns and considered other recommendations; that he plans to have an office within the development; that this project attempts to meet the needs of the community; that this project should be an asset to the community; that the reuse of the wastewater will lessen the impact on Jordan Lake; and that it will still meet the impervious surface requirements. She further stated that CCEC has one main reservation and that is the traffic burden; that it is not located at a four-way intersection; that Mr. Blake has attempted to get a full entrance on Lystra Road but has been stymied by the Department of Transportation; that southbound traffic will have difficulty entering the project; that the alternative is to enter at the second Lystra Road entrance but that would compromise safety in the development; and that traffic aside, CCEC recommends approval of the project.

Travis Blake stated that he is trying to work with the adjacent property owner to combine driveways; that they have relocated the day care; that they are working with all interested parties; that as they move forward he is trying to work with other developers; and that he has a bus stop included that will be serviced by Chapel Hill Transit.

BOARD AND COMMITTEES

Appearance Commission: Consideration of a request to appoint three members to the Appearance Commission.

Chairman Morgan moved, seconded by Commissioner Outz, to reappoint Sue Schwartz, 312 Shady Grove, Pittsboro, NC, to the Appearance Commission. The motion carried five (5) to zero (0).

MANAGER' S REPORTS

FY 2006-07 Budget Calendar: Consideration of a request to adopt the FY 2006-07 Budget Calendar.

Commissioner Emerson moved, seconded by Commissioner Outz to adopt the FY 2006-2007 Budget Calendar, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Ernest Ramsey Gym:

The County Manager stated that the Chatham County Schools is interested in selling the Ernest Ramsey Gym located in Siler City, and by General Statute, the Board of Education must offer first refusal to the County.

Commissioner Emerson moved, seconded by Commissioner Cross to refuse the purchase of the Ernest Ramsey Gym in Siler City. The motion carried five (5) to zero (0).

Lease for Office Space:

The County Manager stated the office space is needed for the Grants and Special Projects Manager and that space had been located on Hillsboro Street in Pittsboro.

Commissioner Emerson moved, seconded by Commissioner Outz to approve the lease for office space for the Grants and Special Projects Manager. The motion carried five (5) to zero (0). The lease is attached hereto and by reference made a part hereof.

COMMISSIONERS' REPORTS

Combustible Products Management Offer:

Commissioner Cross stated that he was approached by a gentleman offering to build a golf course for the Moncure area; that the company mixes fly ash from the coal plant with soil to make the golf course; that fly ash is a by-product of generating electricity from burning coal; that it exceeds EPA standards for taste and odor for drinking water; and that he recommended that the Board not entertain this offer.

Commissioner Cross moved, seconded by Commissioner Emerson, that the Board of Commissioners not pursue the CPM Virginia offer to construct a Moncure-area golf course and recreational area. The motion carried five (5) to zero (0).

Affordable Housing Task Force:

Commissioner Cross stated that his interest in an Affordable Housing Task Force began with the discussions around Briar Chapel, and that there is a group of 14 people that have been organized to look at this issue.

Commissioner Cross moved, seconded by Commissioner Emerson, to create the Chatham County Affordable Housing Task Force as an official Chatham County Board.

It was discussed that the Planning Board appoint a representative for this board. The Planning Director voiced concern about a Planning Department staff member being an official board member of the committee but stated that he did not see any problems with a staff member attending meetings to represent the Planning Department.

The motion was amended to include a Planning Board appointee to the Chatham County Affordable Housing Task Force and that the County and municipal staff be in advisory capacity only.

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

Commissioner Cross stated that he appreciated the concern expressed to the family of Evelyn Cross on the death of her husband this last week.

Sedimentation and Erosion Control Position:

After considerable discussion, Commissioner Barnes moved, seconded by Commissioner Cross; that the soil and erosion control positions remain or be placed in the Health Department.

Commissioner Emerson stated that he opposed the motion, stating that the management of personnel should remain with the County Manager.

The motion carried three (3) to two (2), with Commissioners Morgan and Emerson opposing.

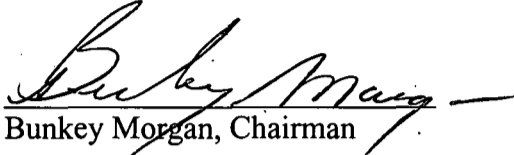
Commissioner Barnes stated that he was not comfortable with the language in the budget ordinance allowing the County Manager the authority to create, terminate, and transfer positions.

Soil Survey:

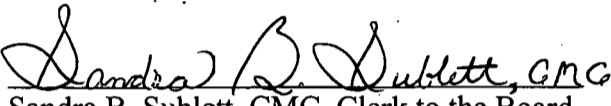
Commissioner Outz stated that the soil survey was completed, but there was no funding to provide for the printing and distribution of the survey. He asked that a letter be sent to Representative Bob Ethridge and Representative David Price for assistance in securing the necessary funding in this matter.

ADJOURNMENT

Commissioner Emerson moved, seconded by Commissioner Barnes, to adjourn the regular meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 8:25 PM.


Bunkey Morgan, Chairman

ATTEST:


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

LEASE AGREEMENT
NORTH CAROLINA, CHATHAM COUNTY

THIS LEASE, made this the Fifteenth day of September, 2005, by and between
T.C.A. COMPANIES first party, ("LANDLORD")
AND
Chatham County Managers Office
~~Renee Dickson~~ *Bunky Morgan* ("TENANT").

This lease will replace all previous leases between the above two parties.

WITNESSETH

Landlord, hereby leases to Tenant and Tenant hereby takes and leases from Landlord the premises described ("LEASED PREMISES"), for the term established, at the rent stated as set out in Schedule A attached hereto and made a part hereof, and in consideration of which Landlord and Tenant covenant and agree as follows:

1. **Possession.** Possession will be as described in Schedule A attached.
2. **Use.** Tenant shall use the Leased Premises only for the purpose indicated on Schedule A and shall occupy the Leased Premises in a careful manner in connection with the normal operation of his business. No change in use of the Leased Premises by Tenant or Tenant's heirs, successors or assigns shall be allowed without the prior written consent of Landlord. No unlawful or offensive use shall be made of the property. Tenant agrees to comply with all laws, ordinances, and governmental regulations relating to the use of said property. Tenant shall not permit a nuisance to exist upon the Leased Premises, resulting from the creation of a nuisance or other use of the Leased Premises prohibited by law. Tenant shall maintain and keep the area surrounding the Leased Premises clean and free of all debris and agree to comply with any rules or regulations adopted by Landlord for maintaining or preserving the appearance of the Leased Premises.
3. **Rental.** Tenant shall pay to Landlord for the use and occupancy of the Leased Premises and appurtenances thereto rental as hereinafter provided. For the purposes of this paragraph, the term "Lease Year" shall mean the period of twelve months commencing with the term commencement date and ending on the anniversary date one year later, and each successive period of twelve months thereafter during the term, and the final period of twelve months commencing with the anniversary date immediately preceding the expiration of the term.
 - (a) **Minimum Rent.** Minimum rent shall be paid in the amounts and at the time and places stated in Schedule A.
 - (b) **Utility Bills.** Tenant shall pay telephone, telegraph bills. Landlord will pay water, sewer, electrical, gas and garbage pick up. If the Landlord deems that the Tenant is using excessive amounts of the Landlord paid utility bills, Tenant shall pay upon demand as additional rent Tenant's pro rata share of the water, sewer, gas, electricity, fuel, light heat and power bills. The proration of utility and other charges among the tenants under this paragraph shall be made by the Landlord based on the relative square footage of the premises occupied by the tenants bearing in mind the actual usage of the utilities or services by the tenants, the computations of Landlord being binding and conclusive on the tenants.

LANDLORD _____

TENANT _____

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4. **Repairs and Maintenance.** (a) Landlord agrees that during the term of the lease, it will, at its own expense, keep and maintain the roof, foundation, and exterior walls of the building in good condition and repair, provided, however that Landlord shall not be responsible for or required to make repairs necessitated by any damage thereto caused by the negligence, misuse of the Leased Premises or willful or wrongful acts on the part of Tenant, tenant's agents, employees, customers or invites, or any damage thereto caused by operation of Tenant's business other than ordinary wear and tear. It is hereby understood and agreed that Landlord shall not in any event be obligated to make any repairs pursuant to this subparagraph until notice of the necessity thereof has been given in writing to Landlord by Tenant and Landlord shall have a reasonable time after such written notice to make such repairs. Tenant agrees that the acceptance and occupancy of the building and the Leased Premises by and under this Lease shall constitute agreement by Tenant that at the beginning of the term hereof the said roof, foundation and exterior walls of the building are in good condition. Tenant shall promptly report in writing to Landlord any defective condition known to Tenant which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects. Landlord shall have the right to enter the Leased Premises at any time to make repairs required of Landlord under this Lease, or to make repairs to Landlord's adjoining property.

(b) Tenant shall, throughout the initial term of this lease and all renewals thereof, at Tenant's expense, maintain in good order and repair the Leased Premises including but not limited to doors, windows and other improvements located therein, and shall supply proof of such maintenance and repairs if required by Landlord.

(c) Tenant agrees to return said Leased Premises to Landlord at the expiration, or prior termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty beyond the control of Tenant alone excepted. Landlord may, at its option, enter into a contract or contracts for the maintenance of the Leased Premises including any equipment servicing or pest control servicing required.

5. **Insurance.** Subject to the provisions of Paragraph 3, Landlord shall pay all premiums for and maintain in effect fire insurance and extended coverage on the building of which the Leased Premises constitutes a part; provided, however, that Tenant shall reimburse Landlord for any increase in insurance expense incurred by reason of a change in use or negligence of Tenant. Tenant agrees to indemnify and hold Landlord harmless from any liability whatsoever arising out of Tenant's use of the Leased Premises, and Tenant will at all times during the term of this Lease at Tenant's own expense, maintain and keep in force, a policy of general public liability insurance against claims for personal injury, death or property damage occurring in, on, or about the Leased Premises, or on or about the streets, sidewalks or premises adjacent to the Leased Premises. The insurance shall be in an insurance company approved by the State of North Carolina. The policy shall provide that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) day's prior written notice. If Tenant fails to pay insurance premiums as they become due, Landlord may, at its option, pay the same and charge Tenant for such costs as additional rent. Tenant agrees that Tenant shall bear the full risk of any loss or damage to his property located on, within or in the vicinity of the Leased Premises and tenant shall maintain fire insurance and extended coverage on such property at his sole cost and expense. Landlord shall not be liable for any loss or damage to Tenant's property, it being understood that such loss or damage is Tenant's risk.

LANDLORD _____

TENANT _____

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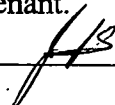
6. **Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Leased Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Leased Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest, or invite of Tenant, and from all costs, attorney's fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises, from any cause other than Landlord's negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Leased Premises. Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing works therein or from the roof, street, or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants, or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Leased Premises.

7. **Improvements and Fixtures.** Tenant shall not, except with the prior written consent of Landlord, make any improvements, structural alterations or additions to the Leased Premises, building, building fixtures or land improvement provided under this Lease. All structural alterations, additions and improvements shall comply with all applicable codes and inspections and proof of such compliance shall be given to Landlord. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension thereof, remove all trade fixtures and trade equipment which he has placed in the Leased Premises, provided Tenant repairs all damage to the Leased Premises caused by such removal. If Tenant abandons improvements made to the Leased Premises, Landlord may, at its option, either accept said improvements, which shall then become the sole property of Landlord, or remove said improvements and repair all damage to the Lease Premises caused by such removal, the cost of said removal and repairs being payable by Tenant upon demand by Landlord.

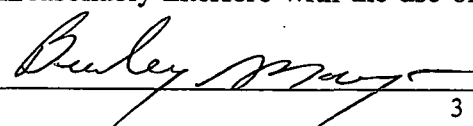
8. **Changes and Additions to Building, Common Areas, and Parking Areas.** Landlord hereby reserves the right at any time to make alterations or additions to, and to build additional units on the building in which the Leased Premises are contained and to build adjoining the same.

Landlord also reserves the right to construct and remove other buildings or improvements located on the property of the Landlord from time to time and to make alterations thereof or additions thereto and to construct parking facilities. Landlord further reserves the right to enter and use the Leased Premises and adjacent property for the purpose of installing, repairing and removing work related to such construction, alteration, or addition to the Leased Premises or other buildings on his property, provided that Landlord shall not unreasonably interfere with the use of the Leased Premises by Tenant.

LANDLORD _____



TENANT _____



LEASE AGREEMENT
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9. **Parking.** Landlord covenants that a parking lot will be maintained at the sole discretion of the landlord and the landlord will not be responsible for accidents, damage to vehicles, personal property damages, losses or injury to those parking in the assigned space/spaces provided or to persons injured by those parking in the parking lot. See Schedule D for space location.

(a) Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and subtenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and subtenants, to use their assigned parking areas and ingress and egress to those areas the entire terms of this lease, or any extension thereof, for ingress and egress, and automobile parking.

(b) Tenant, in the use of said parking areas, agrees to comply with such reasonable rules and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common parking areas. Such rules may include but shall not be limited to the following: (1) The restricting of employee parking to a limited, designated area or areas; and, (2) The regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expenses of Tenant.

10. **Condemnation.** If, during the term of this Lease, any part of the whole of the Leased Premises shall be taken by any competent authority under the power of eminent domain, Landlord may execute such conveyances as may be required; and this Lease shall be affected as follows:

(a) If such taking shall be street widening purposes and only a minor portion of the access areas of the Leased Premises are taken and access is substantially unimpaired, then such taking shall have no effect on this Lease.

(b) However, in the event of greater taking resulting in substantial impairment of access, or if a substantial portion of the Leased Premises be taken, Tenants access to parking space may be reduced or eliminated.

(c) In the event the whole of the Leased Premises shall be taken, then in that event upon notice from any competent authority for such taking, this Lease may be canceled upon notice in writing by either party, and this Lease shall terminate on the date when title to the Leased Premises vests in the condemning authority.

(d) Tenant shall have no claim against Landlord or the condemning authority for any portion of the amount that may be awarded as damages as a result of such taking or condemnation or for the value of any unexpired term of this Lease.

LANDLORD _____

_____ TENANT _____

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11. **Destruction of Damage.** In case of damage by fire or other hazard to the building in which the Leased Premises are located that is so extensive or of such nature that Landlord elects within a reasonable length of time after such damage or destruction to cancel all leases in the building and tear down, rebuild or reconstruct said building, then Landlord may cancel this Lease, whereupon the term hereby demised shall terminate and Tenant shall surrender the Leased Premises. Tenant shall continue to pay the full rent called for under this Lease until the date of surrender of the Leased Premises.

In the event there is damage by fire or other hazard to the building and Landlord decides not to cancel all leases in the building, then Landlord shall repair the damage with reasonable diligence after he has been notified thereof. In the event that the damage or destruction prevents use of the Leased Premises by Tenant, there shall be an abatement of rent corresponding to the time and extent the Leased Premises cannot be used by Tenant. Tenant shall, however, continue to pay the full rent called for under this Lease and Landlord shall, within a reasonable length of time after the completion of the repairs, rebate the abated portion of the rent payments.

If the damage by fire or other hazard is caused by the negligence or default of Tenant or Tenant's agents, service providers, employees or guests, Tenant shall not be entitled to any abatement of rent during the term of the Lease for the time or extent that the Leased Premises cannot be used by Tenant, and Landlord shall be entitled to all other remedies allowed by law.

No claim for compensation, other than the abatement of rent under this section of the Lease, shall be made by Tenant against Landlord by reason of loss, damage, inconvenience or annoyance arising from the necessity of repairing any portion of said building, however such necessity of repairs may occur.

12. **Assigning and Subletting.** Tenant shall not, without the prior written consent of Landlord endorsed herein, assign this lease or any interest hereunder, or sublet the Leased Premises or any part thereof, or permit the use of the Leased premises by any party other than Tenant. No assignment, sublet or transfer of this Lease effectuated by operation of law or otherwise shall be allowed without the prior written consent of Landlord. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder. Landlord may, at its option, increase the security deposit required by this Lease as a prerequisite to its consent to any assignment, sublease, or other transfer.

13. **Licenses and Signs.** Tenant may affix a sign, solely at the Tenant's expense only after receiving written permission from the Landlord that a sign is permissible and if so as to location, size, color and type. No other sign is allowed. All required license and permit fees are the responsibility of Tenant.

14. **Displays.** Tenant may not display, store, use or sell merchandise, equipment, supplies or any other items or services outside the defined exterior walls and permanent doorways of the leased Premises. Tenant further agrees not to use any amplifiers, or sound producing equipment that may be disturbing to the other Tenants or Landlord.

LANDLORD _____ TENANT B. M. May

LEASE AGREEMENT
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15. **Auctions.** Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Leased Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceedings.

16. **Security Deposit.** Tenant will pay to Landlord upon execution of this Lease the sum set forth in Schedule A as security for the performance of Tenant's obligations hereunder, including the payment of any rentals. In the event of a default by Tenant, Landlord, at its option, may apply such part of the deposit as may be necessary to cure the default, and if Landlord does so, Tenant shall thereupon redeposit with Landlord an amount equal to that so applied so that Landlord will have the full security deposit on hand at all times during the term of this Lease. In the event of a sale of the land and building or leasing of the building, of which the Leased Premises form a part, Landlord shall have the right to transfer the deposit to the transferee. Tenant shall thereupon release landlord from all liability for the return of such deposit and Tenant agrees to look to the new Landlord solely for the return of said deposit. It is agreed that the provisions hereof shall apply to every transfer or assignment made of the deposit to a new Landlord. Upon the termination of this Lease, Landlord shall deduct from the security deposit amounts for damage to the Leased Premises, nonfulfillment of rental period, unpaid bills which become a lien against the Leased Premises due to Tenant's occupancy, cost of reletting the Leased Premises after Tenant's breach, court costs and attorneys' fees, and nonpayment of rent. Landlord shall refund to Tenant any then remaining balance of the deposit without interest.

Tenant hereby agrees not to look to the mortgagee, as mortgagee, mortgagee in possession, or successor in title to the property, for accountability for any security deposit required by the Landlord hereunder, unless said sums have actually been received by said mortgagee as security for the tenant's performance of this Lease.

17. **Liens.** Tenant agrees that tenant will not permit the lien of any contractor, subcontractor, mechanic, laborer, or material man to be an remain a lien upon the Leased Premises or upon the right, title or interest of the Tenant created by this Lease, after the indebtedness secured by such lien shall have become due, unless the same is in process of being actually contested in good faith on the part of Tenant and that in any event Tenant will protect, indemnify and save harmless Landlord from and in respect to any and all such liabilities, expenses or losses incurred by Landlord as a result of such lien.

18. **Default.** The happening of one or more of the following listed events (hereinafter referred to singularly as ("event of default")) shall constitute a breach of this Lease on the part of Tenant:

(a) Failure of Tenant to pay any installment of the rent reserved under this Lease and such failure shall continue for a period of twenty (20) days after the date such installment rent was due.

(b) Filing by or on behalf of Tenant in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for trustee of all or a portion of Tenant's property.

LANDLORD _____

TENANT _____

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(c) Filing against Tenant in any court pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee of all or a portion of Tenant's property, if within forty-five (45) days after the commencement of any such proceeding against Tenant such petition shall not have been dismissed.

(d) The insolvency of Tenant, a transfer in fraud of creditors, or the assignment by Tenant of all or any part of his property or assets for the benefit of creditors.

(e) Tenant deserts, abandons, or vacates the Leased Premises.

(f) Other than subparagraphs (a), (b), (c), (d) and (e) of this paragraph 18 which require no written notice of default by Landlord, failure of Tenant to perform fully and promptly any act required of him by this Lease or to comply with any term or provision hereof or of the Rules and Regulations, and the same is not cured within ten (10) days after written notice thereof to Tenant.

If any of the above-mentioned events of default shall occur, Landlord may enforce the performance of this Lease in any modes provided by law, including, but not limited to, the following:

(i) Re-enter and take possession of the Leased Premises by legal proceedings or otherwise without terminating this Lease, and relet the Leased Premises in whole or in part for and conditions to such tenant or tenants as Landlord may deem proper and for a longer or shorter period than the balance of the term of this lease. Landlord shall receive all proceeds and rents accruing from such reletting of the Leased Premises, and apply the same to the costs of re-entering, taking possession and reletting the Leased Premises, including without limitation reasonable attorneys' fees and collections fees; then to the reasonable cost of repairs necessary in Landlord's opinion to enable Landlord to relet the leased Premises; and finally to the payment of all such amounts as may be due or may become due under the provisions of this lease; and the balance remaining, if any, at the expiration of the full term of this Lease or upon the sooner termination thereof shall be paid to Tenant. If the proceeds or rentals so received by Landlord under the provisions of this paragraph are insufficient to pay all such expenses and all amounts due and becoming due hereunder, Tenant shall pay to Landlord upon demand by Landlord such deficiency as may from time to time exist, and Landlord need not wait until the termination of this Lease to recover such deficiency by legal or other action.

(ii) Terminate this Lease at once, including any interest of Tenant hereunder, and immediately re-enter and take possession of the Leased Premises by legal proceedings or otherwise.

LANDLORD _____

TENANT _____

LEASE AGREEMENT
NORTH CAROLINA, CHATHAM COUNTY

(iii) In the event of any re-entry, Landlord may remove all persons from the Leased Premises and all property located in or about the Leased Premises. At Landlord's option, it may either place such property in a public warehouse at the cost and risk of Tenant, or sell such property in whole or in part in the manner and after giving the notices required by the laws of the State of North Carolina to the highest bidder for cash, with or without such property being present at the sale. The proceeds shall be applied first to the payment of all reasonable costs and expenses incurred by Landlord in taking and removing such property, including without limitation reasonable attorneys' fees, then to the payment of any rent, or other charges owing to the Landlord and finally the balance remaining, if any, shall be paid to Tenant.

(iv) No re-entry or reletting of the Leased Premises shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant; and notwithstanding any such reletting without terminating this Lease, Landlord may at any time thereafter elect to terminate this Lease in the event that Tenant remains in default hereunder.

(v) Tenant waives all claims or demands for damages that may be caused by Landlord in re-entering and taking possession of the Leased premises as hereinabove provided and all claims or demands for damages resulting from the destruction of or injury to the Leased Premises and all claims or demands for damages or loss of property belonging to Tenant or any other person that may be in or about the Leased Premises at the time of such re-entry.

(vi) In addition to all rights of Landlord specified herein, Landlord shall be entitled to all other rights provided in law or equity. The various rights, options and remedies of Landlord contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any other.

19. **Notice of Termination or Request for Renewal.** At lease sixty (60) days prior to the date of expiration of this Lease, Tenant agrees to give Landlord written notice of either his intent to vacate the Leased Premises at the expiration of the terms set forth in Schedule A or his intention to renew. Within thirty (30) days after written notice of intent to renew, a written lease agreement must be executed or Landlord will proceed with carding of the Leased Premises and showing the Leased Premises to prospective tenants. If Tenant fails to give such notice, Landlord will proceed with carding of the Leased Premises and showing the Leased Premises to prospective tenants.

20. **Carding.** Landlord may card premises "For Rent" or "For Sale" sixty (60) days before the termination of this Lease. Landlord may enter the Leased Premises at reasonable hours to exhibit same to prospective purchasers or tenants.

LANDLORD _____



TENANT _____

LEASE AGREEMENT
NORTH CAROLINA, CHATHAM COUNTY

21. **Rules and Regulations.** Tenant, its agents and employees shall abide by and observe the rules and regulations attached hereto as Schedule B. Tenant, its agents and employees, shall abide by and observe such rules or regulations as may be promulgated from time to time by landlord for the operation and maintenance of the building in which the Leased Premises is located, provided that the same are not inconsistent with the provisions of this Lease and a copy thereof is sent to Tenant. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or terms, conditions or covenants contained in any other lease, as against any other tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, his employees, agents, business invites, licensees, customers, clients, family members or guests.

22. **Inspection and Repairs.** Tenant agrees that Landlord, its agents or other representatives shall have the right to enter upon the Leased Premises, or any part thereof, at any reasonable time for the purpose of inspecting, examining and making repairs to the same.

23. **Non-Recordation.** It is expressly agreed and understood that filing of record, by or through the act or effort of Tenant or his heirs, successors, legal representatives or assigns, in any manner whatsoever as an exhibit or attachment to any other instrument so filed or otherwise, of this Lease Agreement in the public records without the prior written consent of Landlord shall be deemed a default by Tenant under the terms and conditions of this Lease.

24. **Hazardous Waste.** Tenant hereby agrees not to handle, store or dispose of any hazardous or toxic waste or substance upon the premises which is prohibited by any federal, state, or local statutes, ordinances or regulations. Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liabilities or cleanup costs arising out of Tenant's use, handling, storage or disposal of any such hazardous or toxic wastes or substances on the premises.

25. **Successors.** Landlord and Tenant agree that all provisions hereof shall bind and inure to the benefit of the parties hereto, their respective heirs, legal representatives, assigns, successor or successors. The provisions of the foregoing sentence shall not be construed as granting Tenant the right to assign any of his rights under this lease without the prior written approval of Landlord.

26. **Entire Agreement.** This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. This Lease may not be amended except in writing signed by Landlord and Tenant.

LANDLORD _____

TENANT _____

LEASE AGREEMENT
NORTH CAROLINA, CHATHAM COUNTY

SCHEDULE (A)

IN WITNESS WHEREOF, the parties herein have hereunto executed this Lease Agreement in duplicate, for the purpose herein expressed the day and year first above written.

T.C.A. COMPANIES _____ AS LANDLORD

140 East Street, P.O. Box 1250
Pittsboro, NC 27312

Telephone: 919-542-6602

~~Bunkey Morgan~~
~~Renee Dickson~~

Chatham County Manager's Office
Pittsboro, NC 27312

Bunkey Morgan
_____ AS TENANT
Telephone: 919-542-8272

PREMISES

That space located in Pittsboro, NC as described in Schedule C attached hereto, said premises being situated at 72 Hillsboro Street. The premises consist of approximately 150 square feet.

TERM

The term of this Lease shall be Two Years commencing on the twenty first day of September 2005 and ending on the 30th day of September, 2007.

MINIMUM RENT

Tenant Shall pay to Landlord as Minimum Rent for the Leased Premises during said term, a sum equal to Two Thousand Nine Hundred and Eighty Eight dollars and no cents as annual rent, payable in monthly installments of Two Hundred and Forty Nine Dollars (\$249.00). Rent shall be paid in advance on the first day of the calendar month.

A late fee of 10% of the monthly rent will be due if rent is not paid before 15 days past the due date on any given month.

Rent shall be prorated for any fraction of a month in the event that the term of the Lease shall begin on other than the first day of the month or end on other than the last day of the month. Rent to be paid by Tenant to Landlord will be sent to P.O. Box 1250, Pittsboro, NC 27312 or such other address as Landlord may from time to time direct.

SECURITY DEPOSIT

Tenant will pay to Landlord one-month rent as Security Deposit upon signing the Lease, as provided in paragraph 16 of the Lease. NOTE: Will transfer Sec Dep from 107. No additional due.

Debra T. Spiller
_____ T. C. A. Companies

Date: 9-22-05

Date: 9-21-05

LANDLORD _____

TENANT _____

LEASE AGREEMENT
NORTH CAROLINA, CHATHAM COUNTY
SCHEDULE (B)
RULES AND REGULATIONS

(a) The entrances, corridors and passages shall be under the exclusive control of Landlord and shall not be obstructed, nor used by Tenant for any purpose other than ingress and egress to and from the Leased Premises.

(b) No materials, supplies, machines or other items may be stored on the outside of the Leased Premises or building and any damage caused by such storage shall be repaired at Tenant's expense.

(c) Tenant shall not operate any engine, heating or cooking device, boiler, dynamo or machinery of any kind nor carry on any mechanical business in the Leased Premises, or place any explosive therein, nor use any kerosene or oils, or burning fluids in Leased Premises without first obtaining the written consent of Landlord.

(d) If any Tenant shall desire a safe for depositing valuables and securities, Landlord shall have the right to prescribe its weight, size and proper position. No equipment or anything whatsoever shall be brought into the building by Tenant, its agents, employees, or visitors which shall have a weight of more than 100 pounds per square foot.

(e) No nails are to be driven and the Leased Premises are not to be defaced in any way, and no boring or cutting for wires or other purpose if to be done, and no change in electric fixtures or other appurtenances of the Leased Premises is to be made without the written consent of Landlord.

(f) If Tenant desires telephonic or telegraphic connections, Landlord will direct the electricians as to where and how the wires are to be introduced, and without such written directions, no boring for wires will be permitted.

(g) The Leased Premises shall not be used for the purpose of lodging or sleeping rooms, for child care of tenant or any other persons' children, including after school care, nor in any way to damage the reputation of the building; and Tenant shall not disturb, nor permit the disturbance of other tenants by the use of musical instruments or any unseemly noises, objectionable odors, or by any interference whatsoever and nothing shall be placed or permitted upon the outside of the Leased Premises.

(h) Landlord shall have the right to exclude or eject from the building all animals, birds, bicycles and all canvassers and other persons who conduct themselves in such a manner as to be, in the reasonable judgment of Landlord, an annoyance to the tenants or detriment to the building.

(i) No additional locks shall be placed upon any doors of the Leased Premises without first obtaining the written consent of Landlord, and Tenant will not permit any duplicate keys to be made (all necessary keys are furnished by Landlord) but if more than two keys for any door are desired, the additional number shall be paid for by Tenant. Upon termination of this Lease, Tenant shall surrender all keys to the Leased Premises and the building.

LANDLORD _____

TENANT _____

LEASE AGREEMENT
NORTH CAROLINA, CHATHAM COUNTY

(j) Tenant shall have a non-exclusive right to use, in the manner in which they were intended, all driveways and parking areas adjoining the building. Landlord shall have the authority to assign parking areas for Tenant and Tenant's employees, if deemed necessary by Landlord.

(k) Tenant shall not remove window blinds furnished by Landlord. If additional drapes or window decorations are desired by Tenant, they shall be approved by Landlord and installed at Tenant's expense under the direction of Landlord.

(l) The toilet rooms, water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed; and no sweepings, rubbish, rags, or other injurious substances shall be thrown therein. Paper towels will not be used or disposed of in the bathroom or commode. The cost of repair of any damage resulting from such misuse or abuse shall be borne by the Tenant by whom, or by whose employees, it shall be caused.

(m) Landlord shall have the right to make such other and further reasonable rules and regulations as, in the judgment of landlord, may from time to time be needed for the safety, care and cleanliness of the Leased Premises and for the preservation of good order therein.

(n) Truck, delivery vans, or other heavy vehicles may use only the street parking and shall not block access to the building. Violation of this rule shall be borne by the Tenant by whom, or by whose employees, invites, customers, licensee, agents, and visitors it shall be caused.

(o) Tenant will enforce no smoking in the building.

(p) Office chairs and all roller furnishings will be supported by a good quality chair mat. If the carpet is damaged due to negligent or the lack of proper protection the carpet will be replaced at the tenants expense.

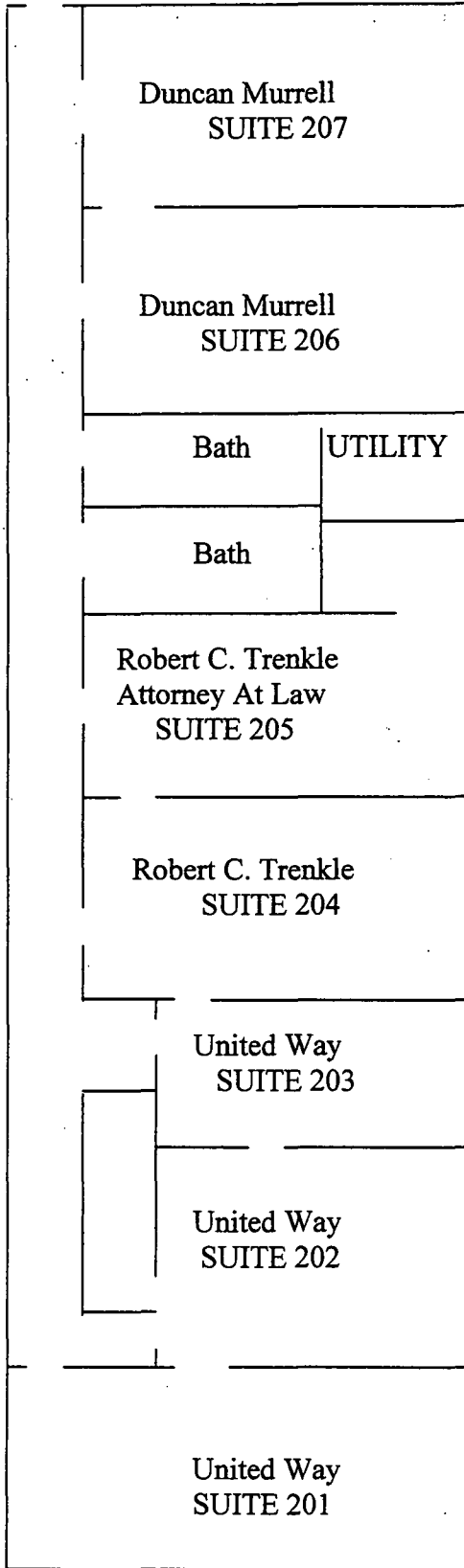
(q) Building Entrance / Exit Security:
The tenant will lock all outside doors when leaving at or after 5:00 PM daily. Should any tenant work later than 5:00 PM or earlier than 8:00 AM week days or at any time on Saturday or Sunday will be responsible for securing all outside doors when leaving the premises.

LANDLORD _____

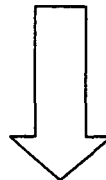
TENANT _____

LEASE AGREEMENT
NORTH CAROLINA, CHATHAM COUNTY

(SCHEDULE C)



UPPER LEVEL 72 HILLSBORO STREET



WEST

FACING HILLSBORO STREET

LANDLORD

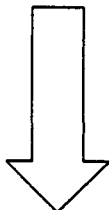
TENANT

LEASE AGREEMENT
NORTH CAROLINA, CHATHAM COUNTY

(SCHEDULE C)
72 HILLSBORO STREET, STREET LEVEL

SUITE 107 Chatham County Debra Henzey	
SUITE 106 Bright & Clear Floor Care	
BATH	UTILITY
BATH	
SUITE 105 Hospice of Wake Co.	
SUITE 104 Hospice of Wake Co.	
SUITE 103 Quality Life Home Care	
SUITE 102 Becky Whitley Aflac	
SUITE 101 Becky Whitley Aflac	

FACING HILLSBORO STREET
WEST



LANDLORD

TENANT

Form **W-9**
(Rev. November 1999)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do NOT
send to the IRS.

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)
T.C.A. COMPANIES

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.)
140 EAST STREET, P.O. Box 1250

City, state, and ZIP code
PITTSBORO NC 27312

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) *52-1631747*

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the Instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
| | + | + | | |

OR

Employer identification number
5241631747

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

List account number(s) here (optional)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 2.)

Sign Here

Signature ▶ *John T. Miller* **Date** ▶ *10-22-05*

Purpose of form. A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-8.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



North Carolina
Department of Environment and
Natural Resources

Michael F. Easley, Governor
William G. Ross Jr., Secretary



North Carolina
Division of Forest Resources

Stanford M. Adams, Director

September 26, 2005

SF-FC
Counties
Agreement

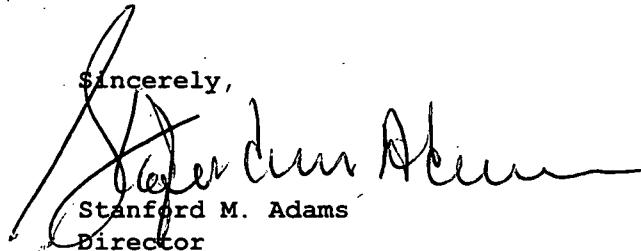
Chatham County Finance Office
P.O. Box 622
Pittsboro, N. C. 27312-0622

Dear Sir:

Your County's copy of the agreement with the Department of Environment and Natural Resources is enclosed. This is the basis for our cooperation for the 2005-2006 fiscal year. The original has been retained for our Department records, and the third copy has been sent to our District Office. I am confident that our excellent cooperative relations of the past will continue through the new fiscal year, which should see continued improvement in our State's Forestry Program.

Your County's cooperative efforts are proof of the increasing interest in the Forestry Program. Please contact your County Ranger, the local District Forester, or this office if there are any questions about the Cooperative Program.

Sincerely,



Stanford M. Adams
Director

Enclosure

cc: District 3

FC-42
(2-90)

STATE OF NORTH CAROLINA
Department of
Environment and Natural Resources

DIV. FOREST RESOURCES
DIST. 3

SEP 22 2005

RECEIVED

\$217,009
Total Cooperative
Appropriation

\$130,205 60%
State

\$86,803 40%
County

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

THIS AGREEMENT, made under the authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management, "(Section 113-59 of the General Statutes of North Carolina - 1943), and also under authority of another Section of the General Statutes, namely Section 113-54, by the North Carolina Department of Environment and Natural Resources (hereinafter called the Department), party of the first part, and the Board of commissioners of CHATHAM County in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

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

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

Part I. THE DEPARTMENT AGREES:

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

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

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

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

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

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **One hundred thirty thousand two hundred five** dollars (**\$130,205**) as its share of an annual budget of **\$217,009** for carrying on the work in said County.

Part II. THE BOARD AGREES:

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

2. To appropriate annually the sum of **Eighty six thousand eight hundred three** dollars (**\$86,803**), which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget.

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

1. That this Agreement becomes effective **July 1, 2005**.

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

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

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

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

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

For the Board of County Commissioners of CHATHAM County.

Date 9/20/05 Burley May Chairman

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

Date 9/20/05 Vicki McConnell County Finance Officer

For the North Carolina Department of Environment and Natural Resources.

Date 9/27/05 Stephen Adams Signature
Director, Division of Forest Resources



November 16, 2005

Lieutenant Michael Roberson
Chatham County Sheriff's Office
P. O. Box 429, 295 West Street
Pittsboro, NC 27312

Dear Lieutenant Roberson:

Enclosed please find two (2) signed addendums to the current inmate phone contract per your request.

As we discussed, I anticipate installation and training to be completed within ninety (90) days. The equipment has been ordered. Hopefully the upcoming holidays will not cause a problem.

Also, please discuss with the Sheriff whom you want to be trained and where you want the workstations placed. If necessary we can come back to make sure we train everyone.

During our last phone conversation, I ask who would be our contact person at the office for the pre-paid phone cards, if you plan to use that feature. If you are going to use phone cards, it helps us to speak with that person and make sure they know how the program works and what to do and expect. It is really not that manpower intensive and can help the inmates whose family cannot accept collect calls.

Please call me if you have any questions or concerns. I will keep in touch and let you know the date of installation when it becomes known to me.

Again thank you for allowing Pay-Tel to provide your inmate phone service. I know you and the staff will like and benefit from the new technology.

Sincerely,

Phil H. Ellis
Pay-Tel Communications, Inc.

Enclosure

INMATE TELEPHONE AGREEMENT Addendum Number 1

This Addendum, entered into the 25th of August 2005, between Chatham County of the one part, hereinafter "County," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel," modifies the Inmate Telecommunications Agreement (hereafter referred to as the "Agreement") dated February 1, 2001.

For and in consideration of the mutual promises and covenants contained herein, Pay Tel and County, parties to an existing Agreement, hereby agree to modify the Agreement as follows:

1. **3.1 TERM.** The current term ending January 10, 2007 will be extended five (5) years, to and including January 12, 2012. This Agreement shall be automatically renewed for successive five (5) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term..
2. **5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL.** Pay Tel will provide inmate telephone equipment that will provide the ability to monitor and record calls, two (2) administrative workstations, ability for Hot Number Notification of numbers identified by the Sheriffs' Office and use of prepaid calling cards provide by Pay Tel.

CHATHAM COUNTY JAIL:

By: Bunkey Morgan (Seal)

By: Bunkey Morgan (Printed)
Authorized Agent for County

Attest: Dandra B. Dublett

Date: October 7, 2005

PAY TEL COMMUNICATIONS, INC.:

By: Vincent Townsend (Seal)

By: Vincent Townsend (Printed)

Attest: Wanda Thompson

Date: 11/10/05

Account Representative: Phil Ellis

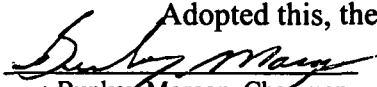

**RESOLUTION HONORING CHATHAM COUNTY'S
OUTSTANDING VOLUNTEERS of 2005**

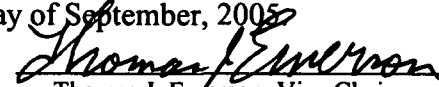

WHEREAS, these outstanding Chatham County Volunteers have distinguished themselves by their sustained commitment of time, talent and good will for the betterment of Chatham County.

NOW, THEREFORE, BE IT RESOLVED by the Chatham County Board of Commissioners that we do hereby honor and commend these outstanding volunteers for their dedication and service:

- Arlene Ash**
- Chatham Outreach Alliance (C.O.R.A)**
- Keith Bastow-Cox**
- Rosie Batcheller**
- Bertha Bruton**
- Mary Bullington**
- Edith Cox**
- Christine DeGraffenreidt**
- Pauline Eaves**
- Bob Emery**
- Gene Galin**
- Wallace Goldston**
- Roxane Gwyn**
- Christian Hackney**
- Victoria Hackney**
- Joe Hardister**
- Bob Hoogstoel**
- Bill Patchett**
- Dee Reid**
- Linda Staley**
- Nancy Sweet**
- Dr. Beverly Wiggins**
- Dr. Jim Wiggins**

Adopted this, the 19th day of September, 2005


Bunker Morgan, Chairman

Patrick Barnes, Commissioner


Thomas J. Emerson, Vice Chair

Mike Cross, Commissioner


Carl Outz, Commissioner



**CHATHAM COUNTY
BOARD OF COMMISSIONERS
AGENDA ABSTRACT**

ITEM NUMBER:
MEETING DATE: 9/19/05

PART A

Subject: FY 07 Budget Process
Action Requested: Adopt the proposed budget calendar and criteria
Attachments: A. FY 06-07 Budget Process
 B. Budget Criteria

Submitted By:

 Renee F. Dickson
 Assistant County Manager

 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:

Planning for Chatham County's FY 06-07 budget has started. In order to ensure adequate information, it's important to establish deadlines and targets for the process.

Discussion & Analysis:

The FY 06-07 proposed budget calendar keeps to roughly the same timeframe as the FY 05-06 process.

The proposed budget criteria are used by staff to rank "expansion" requests or requests for new funding. The proposed criteria have been in use for the past nine years.

The Board of Commissioners asked that staff include time for discussion of fire districts. We will include that as part of the retreat agenda in January.

PLEASE BRING YOUR CALENDARS WITH YOU SO THAT WE CAN SET RETREAT DATES.



**CHATHAM COUNTY
BOARD OF COMMISSIONERS
AGENDA ABSTRACT**

ITEM NUMBER:

MEETING DATE: 9/19/05

Budgetary Impact:

None.

Recommendation:

Approve the proposed FY 2006-07 Budget Calendar and Budget Criteria.

Suggested Motion:

See above.

FY 2006-2007 Budget Process

Calendar

Deadline	Actions
1 December 2005	<ul style="list-style-type: none"> Proposed CIP and Major Issues submitted to Board of Commissioners
5 December 2005 and 3 January 2006 work sessions	<ul style="list-style-type: none"> Budget presentations/discussion
January 2006 (Retreat)	<ul style="list-style-type: none"> Board of Commissioners sets goals and guidelines for upcoming budget, and acts on CIP; <i>special discussion on Fire Districts</i>
Early January 2006	<ul style="list-style-type: none"> Forms distributed to departments/agencies
15 March 2006	<ul style="list-style-type: none"> Budgets due from departments and agencies
1 May 2006	<ul style="list-style-type: none"> Budget submitted to Board of Commissioners and public
15 May 2006	<ul style="list-style-type: none"> Official public hearing held
Late May and June 2005	<ul style="list-style-type: none"> Board of Commissioners holds budget work sessions
By 30 June 2006	<ul style="list-style-type: none"> Board of Commissioners adopts budget (legal deadline)

Goals of Budget Process:

- Commissioner leadership:** We ask for spending priorities and revenue guidelines up front (at the retreat) before budget preparation gets underway.
- Input and active participation from all agencies and departments receiving funding:** We provide the opportunity for departments and other agencies we fund to submit their needs to the Board of Commissioners to use in setting priorities.
- Team approach to budget development:** The Manager's Recommended Budget is developed by a team of department heads, working in conjunction with the Manager and Assistant Managers. The team prioritized the requests based on whether the request met the following criteria (listed in order of priority):
 - Commissioner Goals
 - Mandate
 - Safety
 - Operating Budget Impact
 - Maintain Current Service Levels
 - Efficiencies
 - Consistency with Long-range plans/Community Support & Impact
 - Economic Impact
 - Service/Access Improvement
 - Service Additions
 - Functional Area Ranking

This approach is designed to minimize "last-minute" lobbying by departments. It also helps departments see "the big picture" and how their requests affect the county as a whole.

- Community input:** We prepare the budget well before the legally required deadline to give the public an opportunity to review the budget thoroughly. The public meeting is held in May so that the public has the opportunity to make comments and the Board has the opportunity to make changes.
- Full information for all participants, including Commissioners, departments/ agencies, and public:** The budget process and document is designed to provide all parties with sufficient information from which to make decisions. The document includes numerous ways of presenting information (graphs, tables, summaries, etc.).
- Performance-based budgeting:** All departments are required to provide information on how well they are performing, so that the Board of Commissioners can use this information to determine appropriate levels of service and how best to allocate resources.

Long-term Financial Goals (from Financial Policy)

- **Budget:** 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.
- **Debt:** 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.
- **Fees & User Charges:** 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.
- **Capital Improvements Program:** The County will plan for its capital needs at least five years into the future in order to address needs and to earmark revenues.
- **Fund Balance:** 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.
- **Capital Reserves:** 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.
- **Cash Management:** The County shall effectively manage its cash resources in order to maximize interest earnings and minimize loss of revenue.
- **Accounting & Financial Reporting:** 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.

Budget Criteria

Goals and Objectives: Does a request meet the stated priorities of the Commissioners? Requests which meet one or more of the Commissioners' stated priorities are given priority.

Safety: Does a request eliminate, prevent, or reduce an eminent safety hazard? A hazard should be thought of as a serious condition that will result in injury or death to citizens or employees or significant property damage to citizen-owned or County-owned property. Example: purchasing a backup generator for the dispatch system.

Mandate: Does a request help the County provide a new or existing mandated service. The request itself could also be mandated. Example: complying with HIPPA regulations.

Timing/Linkages: How crucial the is request's timing? Factors that impact timing include whether the request is currently underway, how close it is to completion, whether it is related to another request, and whether it has any special timing concerns. Requests that have crucial timing issues are given priority. Example: furniture for a new school.

Economic Impact: Does a request enhance economic development in the County in such a way as to protect the environment? Factors include adding to the property tax base, sales tax base, and job market. Example: incentives for new industry.

Efficiencies: Does the request save the County money (i.e., total costs, including those of the project, are lower) over time? The request can do this by saving operating or capital expenses. Example: investing in technology to decrease man hours.

Maintain Current Service Levels: Is the request necessary for the County to continue providing the services at the same quality and quantity it is currently? Example: the cost of a contract (such as property insurance) increases.

Improve Access: Does the request give customers, residents, etc. better access to current services or information? Example: accessibility improvements to county buildings.

Service Improvement: Does a request improve the quality of existing services, in the categories of public safety, public health, quality of life, internal departments, etc.? Requests which address public safety and health are given priority. Example: additional public health nurse to increase the number of students that can be sent at the Adolescent Health Center.

Service Additions: Does the request increase the quantity of service provided in the categories of public safety, public health, quality of life, internal departments, etc.? Requests which address public safety and health are given priority. Example: additional public health nurse to start an Adolescent Health Center at Chatham Middle.

Operating Budget Impact: What is the net cost of the request? Requests with lower or negative (savings) net costs are given priority.

Community Support/Impact: To what degree is the project consistent with long-range plans, has community support, and or has widespread impact/benefit. Requests that have demonstrated community support and affect more people are given priority. Example: petitions for water lines.

Financing: What funding sources, besides the county's general fund, are available to pay for this? Example: a position funded through grants.

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
WORK SESSION
SEPTEMBER 19, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 2:00 PM on September 19, 2005.

Present: Chairman Bunkey Morgan; Vice Chair, Tommy Emerson; Commissioners Patrick Barnes, Mike Cross, and Carl Outz; County Manager, Charlie Horne; Assistant County Manager, Renee Dickson; and Finance Officer, Vicki McConnell

Absent: County Attorney, Robert L. Gunn; and Clerk to the Board, Sandra B. Sublett

The meeting was called to order by the Chairman at 2:00 PM.

Work Session

1. **Tax Releases and Discovery Penalty (Bowers, Stevens, Mann, and Manco Farm)**
2. **Closed Session to Discuss Personnel Issues**
3. **JOCCA**
4. **Impact Fee**
5. **update on Revenue Neutral Tax Rate Calculation**
6. **Proposed meeting date change in December**

The County Manager reviewed the Work Session agenda.

TAX DEPARTMENT

The Board heard comments from Kim Horton, Chatham County Tax Administrator, regarding discoveries and penalties related to State Statutes. The Board also heard comments from the Stevens and Bowers. After some discussion about tax discoveries and penalties and legal implications, the Board deferred a decision and asked that the County Attorney give a legal opinion on the matter.

Discovery Penalty on Business Personal Property: Consideration of a request to approve relief of discovery penalty on business personal property for James N. & Sharon Bowers

No action was taken on this matter.

Discovery Penalty on Business Personal Property: Consideration of a request to approve relief of discovery penalty on business personal property for Donald & Teresa Stevens

No action was taken on this matter.

Discovery Penalty on Business Personal Property: Consideration of a request to approve relief of discovery penalty on business personal property for Jesse Lynn Mann

No action was taken on this matter.

Discovery Penalty on Business Personal Property: Consideration of a request to approve relief of discovery penalty on business personal property for Manco Farm, Inc.

No action was taken on this matter.

CLOSED SESSION

Chairman Morgan moved, seconded by Commissioner Emerson, to go out of Regular Session and convene in Closed Session for the purpose of discussing personnel. 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).

JOCCA

The Board heard a follow-up report from Commissioner Emerson, the Finance Officer, and Assistant County Manager regarding JOCCA's financial condition.

After considerable discussion, Commissioner Cross moved, seconded by Commissioner Barnes, to approve JOCCA funding in the amount of \$22,238.00. The motion carried four (4) to one (1) with Commissioner Outz opposing.

The Board deferred action on JOCCA's expansion request until next fiscal year when more data could be gathered on the program on which funding was requested.

IMPACT FEES

The Board discussed the Impact Fee and its application on mobile homes as per Commissioner Cross' previously voiced concerns. The discussion centered around opportunities that might be available to assist lower income homeowners who can afford a modest dwelling but have a hard time paying or cannot pay the \$2,900 Impact Fee and own a home. Keith Megginson, Planning Director, and Jenny Williams, Central Permitting Director, discussed tracking and administrative issues in conjunction with potential changes and how the impact fee was handled.

Paul Messick, Attorney, offered a written memo giving his opinion on the statute authorizing the County to levy impact fees and how amendments might take place. A copy of the memo is attached hereto and by reference made a part hereof.

After some discussion, the Board asked that Central Permitting and the Planning Department return at the November 21, 2005 work session and present options for administrative coverage. The Board will also look at options that might lessen the burden on lower income citizens.

UPDATE ON REVENUE NEUTRAL TAX RATE CALCULATION

The Board heard a presentation from the Assistant County Manager on the difference between revenue neutral projections and the actual collections that have been done. She reported that the Tax Office was within a quarter of one percent of the June projections. The Board thanked staff for the hard work and the accuracy of the calculations.

WATER TAPS

Tim Carpenter, Hobbs, Upchurch & Associates Project Manager, stated that Chatham County recently advertised and solicited contractors to install the water district taps for customers that reside in the Southeast or Southwest Water Districts and live adjacent to an existing Chatham County water main; that the fees to the customers are \$500.00 for the taps; that on September 9, 2005, there were two bids received; that because of the estimated value of the contract, this was done as an informal process; that the bids received were from Burlington Mechanical at \$211,000.00 and Thomas Construction at \$143,900.00; that the project bids included the 50 - 3/4" short taps, 40 - 3/4" long taps, 2 - 2" short taps and 2 - 2" long taps.

He stated that upon review of the bids, Hobbs, Upchurch & Associates began to review the most recent tap list and found that there are approximately 110 - ¾" taps and 2 - 2" taps; that they also discussed with Thomas Construction the possibility of negotiations of the unit cost for each; that Thomas Construction did offer to deduct of 2% of the project cost and with a change of material for the 2" taps the total cost was reduced an additional \$576.00; that with the negotiations and the reductions in number of total taps, they were able to reduce the total project cost to \$120,284.20 which is a reduction of \$23,615.80; that these negotiations equate to an average cost of \$1,054 for the ¾" taps and \$2,812 for the 2" taps; that based upon the negotiated contact price and the tap fees collected by the County at \$500.00 per tap, the differential or the additional cost to the County is approximately \$64,284.20.

A detailed bid tabulation and a spreadsheet showing the negotiations are attached hereto and by reference made a part hereof.

Commissioner Emerson moved, seconded by Commissioner Barnes, to award the contract for water taps in the Southeast and Southwest Water Districts on existing water lines to Thomas Construction in the amount of \$120,284.20. The motion carried five (5) to zero (0).

BUSINESS PARK

Tim Carpenter asked the Board of Commissioners to consider an additional fee for a geotechnical proposal for work at the Business Park. He stated that this work is necessary for the structural design of the roadway and bridges; that NCDOT requires this work if they are to assume the ownership and maintenance of the roadway; that the proposal is for Environmental Soils Consultants who will be performing the work; and that this was a fee that was not included in Hobbs, Upchurch, and Associate's Engineering Service Contract.

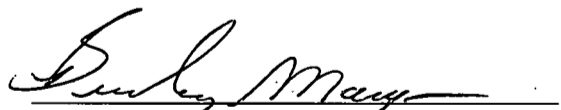
Commissioner Emerson moved, seconded by Commissioner Barnes, to approve the geotechnical investigation for the business park roadways and bridges in the amount of \$53,000.00. The motion carried five (5) to zero (0).

DECEMBER MEETING


Commissioner Emerson moved, seconded by Commissioner Cross, to change the December 5, 2005 Board of Commissioners' meeting date to December 12, 2005 to allow citizens to complete various land use issues prior to the end of the year. The motion carried five (5) to zero (0).

ADJOURNMENT

Commissioner Emerson moved, seconded by Commissioner Barnes, to adjourn the meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 5:15 PM.


Bunkey Morgan, Chairman

ATTEST:


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

GUNN & MESSICK, LLP

90 West Salisbury

P.O. Box 880

Pittsboro, NC 27312

(919) 542-3253 - Telephone

(919) 542-0257 - Facsimile

Memo

To: Rene Dickson

From: Paul S. Messick, Jr.

CC:

Date: Monday, September 19, 2005

Re: Education Impact fee exemptions

We have reviewed the provisions of the County's Educational Facilities Impact Fee Ordinance with respect to your question concerning relocation of an existing dwelling unit within Chatham County. The ordinance requires the impact fee be paid prior to issuance of a building permit for all residential dwelling units constructed within the County. There are certain exceptions, including the replacement of one dwelling unit with another, but we are of the opinion that your situation is dissimilar. In the event a dwelling unit is moved from an existing lot and replaced, the new unit is exempted from the impact fee. The dwelling unit that is being replaced is not subject to any exemption if relocated upon a lot within Chatham County unless the school impact fee has previously been paid for the new lot. The ordinance focuses on dwelling units newly constructed or placed upon lots in Chatham County. It does not exempt existing dwelling units that might happen to be moved from one location to another within the county.

Please advise if you need further information in this regard.



Hobbs, Upchurch & Associates, P.A.

Consulting Engineers

300 S.W. Broad Street • Southern Pines, NC 28387

September 19, 2005

Mr. Charlie Horne, Manager
Chatham County
Po Box 87
Pittsboro, NC 27312

RE: Chatham County Water Districts
Contractor Proposals for Service Taps
HUA No. CH0205.100

Dear Mr. Horne:

In regard to the above referenced project Chatham County recently advertised and solicited contractors to install the water district taps for those customers that reside in Southeast or Southwest Water Districts and live adjacent to an existing Chatham County Water Main. The fees to the customers are \$500.00 for the taps. On September 9, 2005 proposals were received at the office of Chatham County Utilities. As mentioned above the project was advertised and with direct solicitations to six contractors.

On September 9, 2005 there were two bids received, because of the estimated value of the contract this was done as an informal process. The bids received were from Burlington Mechanical at \$211,000 and Thomas Construction at \$143,900. The project bids included the 50 - 3/4" short taps, 70 - 3/4" long taps 2 - 2" short taps and 2 - 2" long taps.

Upon review of the bids Hobbs, Upchurch & Associates began to review the most recent tap list and found that there are approximately 110 - 3/4" taps and 2 - 2" taps. We also discussed with Thomas Construction the possibility of negotiations of the unit cost for each. Thomas construction did offer a deduct of 2% of the project cost and with a change of material for the 2" taps the total cost was reduced an additional \$576.00. With the negotiations and the reductions in number of total taps we were able to reduce the total project cost to \$120,284.20, which is a reduction of \$23,615.80. These negotiations equate to an average cost of \$1,054 for the 3/4" taps and \$2,812 for the 2" taps.

Based upon the negotiated contact price and the tap fees collected by the County at \$500.00 per tap the differential or the additional cost to the County is approximately \$64,284.20.

During the negotiations with the low bidder we inquired as to what contributed to what we felt were high unit prices. The contractor offered the following:

- ❖ The taps to be made in the southwest area of the County would be difficult due to the potential of rock.
- ❖ The taps were on existing mains and the mains material and location is for the most part unknown.
- ❖ The taps were scattered throughout the southern portion of the county and this contributed to additional mobilization costs.

Hobbs, Upchurch & Associates, P.A. is very familiar with Thomas Construction, as they have completed several projects in Chatham County. Thomas Construction is also an "on-call" contractor for the County and has assisted the County in repairing several water main breaks and tap installations for the County. Coupled with Thomas Construction's experience in Chatham County along with their ability to complete projects in a timely manner with quality workmanship, Hobbs, Upchurch & Associates recommends that Chatham County award the water service taps project to Thomas Construct based on the negotiated price of \$120,284.20.

A detailed Bid Tabulation and a spreadsheet showing the negotiations is attached to this letter.

If you have any questions or need any additional information please feel free to contact me at this office (910) 692-5616.

Sincerely,
HOBBS, UPCHURCH & ASSOCIATES; P.A.



Tim Carpenter, Project Manager.

Copy to: Mr. Will Baker, Director, Chatham County Utilities

**CHATHAM COUNTY WATER DISTRICTS
WATER SERVICE TAPS
BID TABULATION**

	Item Description	Item Quantity	Unit	Thomas Construction		Burlington Mechanical	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost
1.	3/4" x 5/8" Water Service Tap - Short Services:	50	EA	\$950.00	\$47,500.00	\$1,150.00	\$57,500.00
2.	3/4" x 5/8" Water Service Tap - Long Services:	70	LS	\$1,200.00	\$84,000.00	\$1,950.00	\$136,500.00
3.	2" Water Service Tap - Long Services:	2	LS	\$2,700.00	\$5,400.00	\$3,750.00	\$7,500.00
4.	2" Water Service Tap - Short Services:	2	LS	\$3,500.00	\$7,000.00	\$4,750.00	\$9,500.00
TOTAL BID					\$143,900.00		\$211,000.00

**CHATHAM COUNTY WATER DISTRICTS
WATER SERVICE TAPS
"BID NEGOTIATIONS"**

	Item Description	Item Quantity	Unit	Thomas Construction		Negotiated Price	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost
1.	3/4" x 5/8" Water Service Tap - Short Services:	60	EA	\$950.00	\$57,000.00	\$931.00	\$55,860.00
2.	3/4" x 5/8" Water Service Tap - Long Services:	50	LS	\$1,200.00	\$60,000.00	\$1,176.00	\$58,800.00
3.	2" Water Service Tap - Short Services:	1	LS	\$2,700.00	\$2,700.00	\$2,495.40	\$2,495.40
4.	2" Water Service Tap - Long Services:	1	LS	\$3,500.00	\$3,500.00	\$3,128.80	\$3,128.80
TOTAL BID					\$123,200.00		\$120,284.20

1 Total Taps Bid 124
 2 Actual Taps (based on approximate sign-ups) 113
 3 Original Low Bid \$143,900.00

Provisions of the Contractor Negotiations

4 Contractor allowed a deduct of 2% for bonds
 5 Contractor allowed a deduct for changing from copper to PE pipe on the 2" services

Negotiated Final Price with Deducts and reduction of total services is: \$120,284.20

OCTOBER

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
OCTOBER 03, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 9:00 AM on October 03, 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.

Commissioner Emerson moved, seconded by Commissioner Cross to approve the Agenda and Consent Agenda. The motion carried five (5) to zero (0).

1. **Minutes:** Consideration of a request for approval of Board Minutes for regular meeting held September 6, 2005, work session held September 19, 2005 and regular meeting held September 19, 2005

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. Rocky Top Trail	B. Farmers Drive
C. Abdulaville Lane	D. Salih Circle
E. Tripp Cottages Drive	F. John Henry Way
G. Miss Jane Way	H. Cerasi Circle

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).

END OF CONSENT AGENDA

PUBLIC INPUT SESSION

Bob Knight, 406 Chimney Rock Lane, Sanford, NC, stated that the attack of the Board at their September 19, 2005 Board of Commissioners' Public Input Session prompted him to speak; that he simply had to get his comments off his chest; that he is sick of people claiming to speak for the Chatham County citizens; that they do not speak for him; that he doubts that the Chatham Citizens for Effective Communities members number three thousand as they boast; that there are no more than twenty-five to thirty Chathamites in the

group; that most of them moved to the county from other areas and have sucked the County for all they can; that before they came, there was a lovely rural county with dairy farms, cropland, and low taxes; that once the development monster started, it caused property values to rise which raised taxes to the point that local people had to sell; that this caused even more development; that it is a vicious circle and now there is no way that the monster can ever be beheaded; that if those people are so unhappy, he suggests that they either live with the situation they helped create or move on; and that would please a lot of people.

He stated that infrastructure for development in the eastern part of Chatham County has been paid for by taxing all Chatham County citizens; that now that they have theirs, some of those people want a moratorium put on development; that the time a moratorium should have been put in place was before the first development was built; that as to their demands for a moratorium on development until the infrastructure is built, these same people opposed the water districts, one of which was defeated; that he has come to accept the inevitable reality of growth in Chatham County and that the real growth is just beginning; and that he likes the idea of having large developers help to pay for the infrastructure needed for that growth.

He further stated that the way some folks speak to the Board is, in his opinion, reprehensible; that he has his suspicions as to why some folks act the way that they do; that by demanding things, the way those folks did, should awaken every voter in the County as to what they and their group stand for; that he hopes that come election time, their actions cause an automatic "no" vote for whomever they endorse; that Commissioners Morgan, Emerson, and Outz who have been targeted by CCEC for defeat in the next election would have nothing to lose by approving every upscale development that comes before them; that he recommends that they do this because upscale development will increase the tax base and create jobs; that not everyone agrees with all the decisions the Commissioners make, including himself; that they are, however, the County's elected officials and deserve more respect than the CCEC group has shown; and that the fact that the crowd left after the public input session shows that they are only interested in their own selfish goals and not the rest of Chatham County. He apologized if he had ever been rude and harsh and thanked the Board for their time.

Loyse Hurley, 16 Matchwood, Pittsboro, NC, stated that on behalf of CCEC, she would like to say that she agrees with some of Mr. Knight's comments; that she does believe, as the speaker for CCEC, some of his comments were inaccurate; that CCEC has never been disrespectful to the Board; that they have never opposed development but made suggestions for improvements; that at the September 19, 2005 meeting, there were, and still are, some concerns about the commercial corridor; that they basically did not oppose the water districts; that they do have 3,000 members and they are growing daily; that some are newcomers but some of their representatives have been residents of Chatham County all of their life; that one of the reasons newcomers have come is how Chatham handles growth and all of its delights and joys; that CCEC is not endorsing any candidates; that individual members of the group may make endorsements; and that she does not feel that they are selfish.

BOARD OF EDUCATION

Purchase of Property by Board of Education: Consideration of a request by the Chatham County Board of Education to purchase 4.48 acres of land adjacent to the Chatham Central High School; and Consideration of a request to purchase a modular unit for Perry Harrison School

Paul Joyce, Assistant Superintendent of Chatham County Schools, explained that the Chatham County Board of Education has been approached concerning the purchase of 4.48 acres of land adjacent to Chatham County High School. He stated that the land is located on the east side of the bus parking lot; that the landowner has asked for an independent appraisal of the property to set a fair market price; and that the Board of Education requests the Board of Commissioners' permission to seek an appraisal or pursue the purchase of this property.

Commissioner Emerson moved, seconded by Commissioner Barnes, to grant approval to seek an appraisal for the 4.48 acres of land adjacent to Chatham County High School. The motion carried five (5) to zero (0).

Mr. Joyce, stated that the Chatham County Board of Education requests the release of approximately \$30,000 from Impact Fees for the purchase of one (1) mobile unit to be placed at Perry W. Harris School. He explained that since the beginning of school, the enrollment of first and second grade students has exceeded the maximum allowed class size set by the State of North Carolina; that if they do not meet the State requirements, they will receive an audit exception; that with the addition of another mobile unit, they will have sufficient space for three (3) kindergarten classes of twenty-one students each; and that it is their understanding that the space for additional growth could be funded from Impact Fees.

Commissioner Emerson moved, seconded by Commissioner Outz, to approve the purchase of the mobile unit to be placed at Perry W. Harrison School. The motion carried five (5) to zero (0).

***See amendment to above motion on the October 3, 2005 Work Session Minutes.**

COMMUNITY DEVELOPMENT BLOCK GRANT

Public Hearing:

Community Development Block Grant (CDBG): Public hearing to receive public comments on a Community Development Block Grant (CDBG) change from rehabilitation to demolition

Keith Megginson, Chatham County Planning Director, explained that when the State approved the County's Community Development Block Grant (CDBG), the rehabilitation houses have to be identified as one of the requirements. He stated that there were ten houses approved in the project; that since that time, one of the houses has burned; that the damage was so extensive that it now needs to be changed from a rehab project to a demolition project; and that the purpose of the public hearing is to receive comments about the proposed application to the State.

Conrad Wrencher, Rehabilitation Specialist with Hobbs, Upchurch & Associates Rehabilitation Specialist, stated that Mrs. Siler, the homeowner, requested that the house be demolished. He stated that the home was so old that she did not plan to repair it as she now lives in another house.

The floor was opened for public comments.

There was no one present who wished to make public comments.

The Chairman closed the public comments session.

BOARD AND COMMITTEES

Appearance Commission: Consideration of a request to appoint a member to the Appearance Commission by Commissioner Outz

Commissioner Outz deferred his appointment to the Appearance Commission until a later date.

Recreation Advisory Board: Consideration of a request to appoint two members to the Recreation Advisory Board by Commissioner Emerson (1) and Commissioner Barnes (1)

Commissioner Emerson and Commissioner Barnes deferred their appointments to the Recreation Advisory Board until a later date.

MANAGER' S REPORTS

The County Manager asked for a closed session during the work session to discuss property acquisition and potential litigation.

COMMISSIONERS' REPORTS

Siler City Water:

Chairman Morgan stated that Siler City is approaching critical water shortage. He stated that they are talking about activating their lines up Highway #421; that they are desperate for relief if no rain is received; that he would like to discuss the possibility of taking the County's western line that will be connected to the Group B; that expectation for this project is November 1, 2005; and that funding has been approved but final bids have not been received; that he would like for the Board to entertain the idea of looking at the possibility of Siler City hooking on to the western line.

Chairman Morgan asked for an update from Hobbs Upchurch for cost on the western line.

Soil Survey:

Commissioner Outz thanked the County Manager and staff for work on making the soil survey available by compact disk within a year.

Bynum Sewage Plant:

Commissioner Outz stated that he had received a telephone call regarding the noise and odor of the sewage plant at Bynum.

The County Manager stated that this problem had been resolved, but that he would recheck the situation.

School Funds:

Commissioner Outz stated that he had received e-mails regarding who controls the funds for the building of schools, cafeterias, etc.

The County Manager stated that once the building process begins (Capital Improvements Program), the Finance Officer will be part of the school's advisory committee on construction.

Taxes:

Commissioner Outz asked about taxing farm property.

The County Attorney explained that the County is subject to State laws; that there are advisories received from the Property Tax Commission that the law is not clear; that it is covered by the Machinery Act which is found in Chapter 105 of the General Statutes. He stated that the problem is that if taxes are waived for one citizen and not for another, in addition to creating legal problems, it is terrible from a political standpoint. He stated that the position that the Board has taken over the years has served well.

Water Taps:

Commissioner Cross asked if water taps would include the meter.

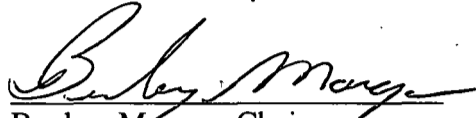
The County Manager stated that this issue would be addressed at the work session.

Early Sign-Ups:

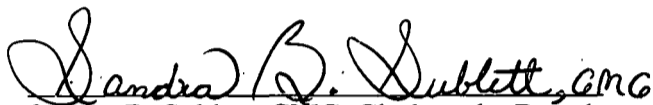
Commissioner Cross asked about having a second early sign-up in the County.

ADJOURNMENT

Commissioner Outz moved, seconded by Commissioner Cross, to adjourn the regular meeting to the scheduled work session. The motion carried five (5) to zero (0), and the meeting was adjourned at 9:40 AM.


Bunkey Morgan, Chairman

ATTEST:


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

DATE 9/20
 TIME 10:13
 USER TINA

BOARD REVIEW OF COLLECTED RECEIPTS REPORT
 CHATHAM COUNTY

DEPOSIT DATES 8/01/2005 THROUGH 8/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2000	COLLINS JOHN D II	8/30/2005	401654 105	215.56					SQ FT CORRECTION
2000	COLLINS JOHN D II	8/30/2005	993130 105	385.82					SQ FT CORRECTION
** YEAR TOTALS **				601.38					
2001	COLLINS JOHN D II	8/30/2005	521203 105	212.11					SQ FT CORRECTION
2001	MAROLD ALLEN D &	8/09/2005	490055 107	217.76					CORRECT VALUE PER PTC
2001	NEWBY ARNOLD	8/23/2005	500563 202	262.01					NO DW ONLY SW SAME ACC
2001	POE MAE C	8/03/2005	507489 105	9.44					REFUND/REBILL #0011302
2001	SPARROW JOHN E & DEBORA T	8/23/2005	509373 107					100.00	OLD HSE NOT LIVABLE/KH
** YEAR TOTALS **				701.32				100.00	
2002	CITICAPITAL COMMERCIAL	8/26/2005	604103 104		1000.17				TAX EXEMPT/POLLUTION E
2002	COLLINS JOHN D II	8/30/2005	624648 105	213.65					SQ FT CORRECTION
2002	MAROLD ALLEN D &	8/09/2005	591078 107	217.76					CORRECT VALUE PER PTC
2002	NEWBY ARNOLD	8/23/2005	601335 202	262.01					NO DW ONLY SW SAME ACC
2002	PEGRAM EDDIE &	8/26/2005	603210 111	389.72				100.00	DBLST WITH 1209512
2002	POE MAE C	8/03/2005	611544 105	9.51					REFUND/REBILL 0011302
2002	SPARROW JOHN E & DEBORA T	8/23/2005	613336 107					100.00	OLD DWG NOT LIVABLE/KH
** YEAR TOTALS **				1092.65	1000.17			200.00	
2003	CITICAPITAL COMMERCIAL	8/26/2005	747494 104		886.68				TAX EXEMPT/POLLUTION E
2003	COLLINS JOHN D II	8/30/2005	755777 105	220.47					SQ FT CORRECTION
2003	FARMER ALLIANCE STORE	8/30/2005	695755 202		217.09				AMENDED PER DEPRECIAS
2003	FARMER ALLIANCE STORE	8/30/2005	695756 202		17.87				AMENDED PER DEPREC SCH
2003	JACKSON AARON JOSEPH	8/01/2005	807666 106			85.46			TAGS TURNED IN 5/7/04
2003	MAROLD ALLEN D &	8/09/2005	695170 107	217.76					CORRECT VALUE PER PTC
2003	NEWBY ARNOLD	8/23/2005	704312 202	262.01					NO DW ONLY SW SAME ACC
2003	PEGRAM EDDIE &	8/26/2005	747173 111	388.10				115.00	DBLST WITH 1209512
2003	POE MAE C	8/03/2005	751285 105	9.82					REFUND/REBILL 0011302
2003	RAMOS JOSE LUIS SATURNINO	8/12/2005	707617 101		114.85				REBILL TO ACCT# 120663
2003	SPARROW JOHN E & DEBORA T	8/23/2005	719263 107					115.00	OLD DWG NOT LIVABLE/KH
** YEAR TOTALS **				1098.16	1236.49	85.46		230.00	
2004	CLINE WILLIAM DICKEY	8/26/2005	869396 106			66.67			BOAT TRAL PP \$575
2004	CLINE WILLIAM DICKEY	8/26/2005	993108 106			66.67			WVAL PP \$575
2004	ANDREWS WAYNE E	8/31/2005	829631 101		54.04				REFUND DBLSTED/W AC#04
2004	BROWN WILLIAM SCOTT	8/10/2005	925143 109			59.25			SITUS IN RANDOLPH CO
2004	CHEROKEE SANFORD GROUP LLC	8/04/2005	821581 105	336.31					REFUND ON SQ FT PER KH
2004	CITICAPITAL COMMERCIAL	8/26/2005	836280 104		781.93				TAX EXEMPT/POLLUTION E
2004	CLARK MICHAEL JOHN	8/09/2005	925396 106			101.57			MILITARY HOR IS NOT NC
2004	COLLINS JOHN D II	8/30/2005	860874 105	222.03					SQ FT CORRECTION
2004	CORTES CLARA MARIE VILLALOBOS	8/31/2005	886892 201			60.38			OUT OF COUNTY
2004	DEBUSSEY CRAIG SHELLEN	8/26/2005	894778 107			95.01			SITUS IN ORANGE CO
2004	DORRANCE MARGUERITE P	8/24/2005	892400 107			27.62			SHOULD BE ORANGE
2004	EMERSON SANDRA B	8/29/2005	825814 107	681.68					CIP TO #0080359
2004	FARMER ALLIANCE STORE	8/30/2005	825934 202		250.55				AMENDED PER DEPREC SCH
2004	FARMER ALLIANCE STORE	8/30/2005	825935 202		19.53				AMENDED PER DEPRECI SC
2004	HAVENS ANNE FITCH	8/08/2005	912201 101			6.20			TAGS TURNED IN 8/5/05

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BOARD REVIEW OF COLLECTED RECEIPTS REPORT
 CHATHAM COUNTY

DEPOSIT DATES 8/01/2005 THROUGH 8/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2004	HELBIG GREGORY KEITH	8/04/2005	891801 107			64.00			BOAT TRAILER
2004	HERNANDEZ GABRIEL ALMANZA	8/10/2005	830841 107		31.80				MH SOLD TO AC# 1243971
2004	HOLLAND KENNETH WADE	8/31/2005	919071 107			112.67			SHOULD BE IN ORANGE
2004	LEWIS DOUGLAS DEALTON	8/25/2005	831942 107		37.69				SAME ACCT
2004	MAROLD ALLEN D &	8/09/2005	825391 107	217.76					CORRECT VALUE PER PTC
2004	NEWBY ARNOLD	8/23/2005	833759 202		444.29				NO DW ONLY SW SAME ACC
2004	PEGRAM EDDIE &	8/26/2005	835334 111		705.43				DBLST WITH 1209512
2004	POE MAE C	8/03/2005	849330 105	9.89					REFUD/REBILL 0011302
2004	RIDDLE ROY MRS	8/10/2005	849830 104					115.00	REFUND SWFEE/MH STORAG
2004	SANTORO EMMA	8/02/2005	908286 105			9.68			SHOULD BE LEE COUNTY
2004	SPARROW JOHN E & DEBORA T	8/23/2005	850951 107					115.00	OLD DWG NOT LIVABLE/KH
** YEAR TOTALS **				1467.67	2325.26	669.72		230.00	
2005	BATCHELOR ROBERT LEE	8/29/2005	932180 111	770.30					APPLIC MAILED LATE
2005	BATCHELOR ROBERT LEE	8/29/2005	932181 111	767.10					APPLIC MAILED LATE
2005	ALLEN DAVID RICHARD JR	8/17/2005	991163 103			63.36			SITUS IN RANDOLPH CO
2005	BAILEY DAVID LEE	8/08/2005	933069 101			24.60			PAID 5800 IN 2001
2005	BATCHELOR CAROLYN ANN	8/29/2005	932182 111	543.73					APPLIC MAILED LATE
2005	BEAUDRY RICHARD PAUL	8/04/2005	932921 107			40.54			WRONG VALUE ON LEXUS 3
2005	BONOMOLO JOSEPH F	8/19/2005	935680 107			5.11			HIGH MILES 88,000
2005	BROOKS ENERGY LLC	8/31/2005	921582 105		1280.19				CORRECT VALUE PER APPE
2005	BROWN MICHAEL DEAN	8/18/2005	987823 106			55.62			UTILITLY TRL CORRECT V
2005	CARGILL ROLAND LESLIE	8/18/2005	989958 107			397.23			04 BILL HAD 7874.00
2005	CHATHAM FAMILY RESOURCE CENTER	8/24/2005	992221 202			33.26	5.00		TAX EXEMPT
2005	CLINE WILLIAM DICKEY	8/22/2005	936378 106			60.78			INSURED FOR 575.00
2005	CRABTREE THOMAS JOHNS	8/31/2005	937174 107			31.57			SITUS IS ORANGE CO/TRA
2005	CRAMER ELLIOT MYRON	8/23/2005	933914 107			6.36			HIGH MILES 120424
2005	CUCCHIARA MICHAEL JAMES	8/31/2005	936048 107			1.95			HAS 72000 MILES
2005	DAVIDSON KAREN PAULINE	8/19/2005	989555 109			5.35			HIGH MILEAGE
2005	DICKERSON JAMES HAROLD JR	8/25/2005	991521 105			19.77			UTILITY TRAILER
2005	ENTERPRISE LEASING CO SE	8/30/2005	992144 107			163.18			EXEMPT/ UDR VEHICLE
2005	EVERAGE KAY QUILLEN	8/31/2005	933284 202			.55			HAS 23981
2005	FISHER CHRISTINA LEE	8/24/2005	935479 105			4.66			HIGH MILES 114000
2005	FROST ASHLEY ELIZABETH	8/26/2005	937960 107			29.71			HAS 146,000 MILES
2005	GAINES DANIEL WESLEY SR	8/24/2005	988194 200			8.52			FIRE DIST WRONG
2005	GAINES RONNIE LYNN	8/29/2005	932553 109			1.50			HAS 183000 MILES
2005	GILLESPIE TODD ALAN	8/25/2005	993049 107			7.77			PAID 1900.00 IN 2004
2005	GRAVES ENOS	8/24/2005	988307 101			1.84			OCNTY RELEASE TO RANDO
2005	HAIG WILLIAM GERALD	8/31/2005	988827 107			15.54			VAL IS 300 PER TAXPAYE
2005	HAITHCOCK JOHN ALLEN	8/19/2005	987404 107			54.03			WRONG VALUE
2005	HAITHCOCK JOHN ALLEN	8/19/2005	992939 107			54.03			2004 VAL 7874 NEEDS RE
2005	HILB JOSEPH JOHN	8/19/2005	989752 109			24.00			PAID 300 IN 1991
2005	HOLDEN ROBERT JOHN	8/18/2005	992565 109			2.15			VALUE TOO HIGH
2005	HOLLOWAY BRADLEY EDWARD	8/03/2005	932462 107			15.54			CAMPER TRL
2005	JONES ROY ANDERSON	8/18/2005	991522 107			63.36			ONLY PAID 800.00 IN 20
2005	JONES WALTER HERBERT JR	8/05/2005	937629 113			16.84			SHOULD BE RANDOLPH CTY
2005	KENNEDY JACOB SHANE	8/05/2005	935378 105			7.27			HIGH MILES 145000
2005	LEWTER BILLY BROADWELL	8/30/2005	991537 107			67.41			WRONG VALUE ON COACH C
2005	LUMMUS ARLEN DON	8/24/2005	988770 107			343.80			TAG TRANSFERE/NEW TAG
2005	MUIRHEAD JESSE RICHARD	8/19/2005	992041 107			43.50			HAS DAMAGE OF 6159.00
2005	MULLEN GEORGE FRANCIS JR	8/17/2005	990536 107			20.13			HIGH MILES 205768

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2005	PAGE HAYWOOD JERROD	8/11/2005	932808 106			11.89			HIGH MILES 219252
2005	PAGE HAYWOOD JERROD	8/11/2005	932809 106			14.07			HIGH MILES 154699
2005	PENDERGRAPH JOSEPH MICHAEL	8/30/2005	934247 105			1.54			HIGH MILES 107000
2005	PERFORMANCE FIBERS, INC	8/30/2005	988741 105			99.93			WRONG VALUE ON 87 VN
2005	PHILLIPS BETTY WISMER	8/16/2005	934792 107			2.47			HIGH MILES 110000
2005	PICKARD RONNIE MELVIN	8/26/2005	991540 110			52.56			TRAILER PP 14,800 YR 2
2005	POE RUSSELL DARRELL	8/19/2005	937667 103			6.53			HIGH MILES 80000
2005	POE RUSSELL DARRELL	8/19/2005	992624 103			18.54			HIGH MILES 111283
2005	POWERS JOSEPH LUNDY	8/31/2005	990031 106			6.74			WRONG VALUE ON FOR EXP
2005	POWERS PAUL CLARK	8/17/2005	987571 113			147.65			SITUS IN RANDOLPH CO
2005	POWERS PAUL CLARK	8/17/2005	992917 113			147.65			SITUS IN RANDOLPH CO
2005	PRICE JOSEF BRYANT	8/22/2005	992446 101			36.73			4X6 UTILITY TRAILER
2005	ROGERS BEVERLY ANN	8/16/2005	987024 201			13.68			REBILL W/CORRECT VALUE
2005	RUZIECKI ELEANOR CLINE	8/18/2005	991231 107			2.22			HAS 123000 MILES
2005	SAGE KATHLEEN JOANNE	8/03/2005	936703 103			10.97			WRONG VALUE ON ACURA T
2005	SCOTT MICHAEL CHARLES	8/22/2005	990156 107			4.49			HIGH MILEAGE 163,000
2005	SLATE DAVID BRUCE	8/31/2005	937494 107			56.65			SHOULD BE IN WAKE
2005	SMITH MARCILYNN MICHELE RENE	8/10/2005	936479 107			10.96			WRONG VALUE ON JEEP
2005	SOUTHERN ASSISTED LIVING	8/31/2005	988596 107			56.02			SHOULD BE IN RUTHERFOR
2005	SOUTHERN ASSISTED LIVING	8/31/2005	988597 107			56.02			SHOULD BE IN WAKE
2005	SOUTHERN ASSISTED LIVING	8/31/2005	988598 107			56.02			SHOULD BE IN PASQUOTAN
2005	SOUTHERN ASSISTED LIVING INC	8/31/2005	988357 107			50.94			SHOULD BE IN WAKE
2005	TILLMAN ERNEST FLOWERS	8/05/2005	937462 202			64.59			PAID 500.00 4/05
2005	TIRANGLE TURF WORKS	8/19/2005	991346 107			13.42			UTILITY TRL WRONG VALU
2005	VANNESS MILLICENT LAING	8/30/2005	937300 107			143.17			TAG TURNED IN 5/20/05
2005	WALKER CHRISTOPHER HARLAN	8/19/2005	988959 107			4.43			HIGH MILEAGE
2005	WRENN JORDAN DOUGLAS	8/30/2005	988733 107			32.77			VEH SITUS WAKE CO/TRAN
2005	ABERNATHY MOZELLE C	8/22/2005	939415 107	431.74					SCE QUALIFICATION
2005	ADDISON JAMES D	8/11/2005	983074 107	43.34					VALUE DIFF FROM INF NO
2005	ALBIN ARTHUR	8/24/2005	963493 107	175.90				34.00	1 STRY HOME
2005	ALSTON JOHNNIE JR TRUSTEE	8/31/2005	964082 106	247.86					NO SCE GIVEN/CORRECT 0
2005	ALSTON SALMON D	8/09/2005	940068 106	67.20					SCE NOT GIVEN/CORRECT
2005	ANDREWS DARRELL RAY	8/23/2005	940133 101	33.86					POOL FILLED IN
2005	ANDREWS WAYNE F	8/31/2005	949831 101		49.75				DBLSTED/W AC# 04405
2005	APPERSON MICHAEL	8/22/2005	986926 107		106.24				BOAT LOCATED PENDER CO
2005	ARRINGTON BOBBY L	8/16/2005	940177 107		21.68				VALUE IN ERROR
2005	BASIC METAL PRODUCTS INC	8/08/2005	940449 101		180.44				AMENDED 8/8/2005
2005	BASIC METAL PRODUCTS INC	8/08/2005	940450 101		17.61				AMENDED 8/8/2005
2005	BASIC METAL PRODUCTS INC	8/08/2005	940451 101		40.51				AMENDED 8/8/2005
2005	BATCHELOR CAROLYN ANN	8/29/2005	961323 111	640.23					L/U GIVEN BACK PER KIM
2005	BEAL JERRY A	8/04/2005	940492 113	253.40				115.00	DBLST AS PERSONAL M268
2005	BEAL JOHNNIE MAC	8/11/2005	956028 110		15.34				WRONG VALUE ON CHEV TK
2005	BEAVERS WILLIAM W JR	8/03/2005	939567 103		17.08				SOLD
2005	BEAVERS WILLIAM W JR	8/03/2005	939573 103		2.63				JUNKED 2 YRS AGO
2005	BENNETT OAKLEY	8/11/2005	950874 201		58.76				LISTED IN LEE CO #1092
2005	BERGERON J SCOTT	8/31/2005	966844 107		361.35				DBLST WITH 1245706
2005	BLACKBURN JOHN	8/24/2005	981473 107					115.00	HOUSE NOT LIVABLE
2005	BLUM ROBERT LEON JR	8/24/2005	953355 107		65.04				BOAT IN VIRGINIA
2005	BOWERS JAMES N	8/26/2005	992963 109		63.52				REMOVE LATE LIST
2005	BREWER TERESA GAIL	8/16/2005	954584 113		354.65				MH DBLST SAME W/M2859
2005	BROOKS ENERGY LLC	8/31/2005	966718 105		1099.80				CORRECT PER APPEAL
2005	BROOKS JAMES PATRICK	8/24/2005	944322 107		33.06				BILL OF SALE SHOWS \$75

DATE 9/20
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BOARD REVIEW OF COLLECTED RECEIPTS REPORT
 CHATHAM COUNTY

PROG# CL2182

DEPOSIT DATES 8/01/2005 THROUGH 8/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	BROOKS LARRY SPENCER	8/29/2005	941218 104		2.20				54 DODGE DISMANTLED
2005	BROWN DONNA R HARRISON	8/11/2005	949274 106		211.69				BOAT DBLST W/1068337
2005	BROWN IRENE	8/18/2005	941336 201	1338.60					LOT OVERVALUED AS 25 L
2005	BROWN PRISCILLA H	8/16/2005	955746 109		3.67				IN RANDOLPH SINCE 7/04
2005	BROWN PRISCILLA H	8/16/2005	955747 109		3.67				IN RANDOLPH SINCE 7/04
2005	BROWN PRISCILLA H	8/16/2005	955748 109		28.53				IN RANDOLPH SINCE 7/04
2005	BUCKNER HERBERT H	8/24/2005	955431 109					115.00	PROPERTY VACANT
2005	CALISTO THOMAS J	8/16/2005	954983 107		33.61				SOLD IN 2003
2005	CASHMAN JUSTIN MATTHEW	8/24/2005	963892 107		91.06				BOAT SOLD IN 2004
2005	CAVINESS JOSHUA WAYLON	8/11/2005	943796 107		26.38				DBSLT SAME ACCT
2005	CHANG JEFFREY H	8/12/2005	957059 107	53.02					VALUE DIFF FROM INF NO
2005	CHATHAM CO BOARD OF ED	8/16/2005	976152 109					115.00	TAX EXEMPT
2005	CHATHAM CO BOARD OF ED	8/16/2005	976153 109					115.00	TAX EXEMPT
2005	CHATHAM CO BOARD OF ED	8/16/2005	976168 106					460.00	TAX EXEMPT
2005	CHATHAM DEVELOPMENT CORP	8/04/2005	961252 107	59.96					CORRECT ACREAGE PER LH
2005	CHEEK JOHN WESLEY	8/19/2005	942088 103					115.00	DLIST WITH 1231488
2005	CHEROKEE SANFORD GROUP LLC	8/22/2005	942123 105	612.23					TRANSFER ERROR REBILL
2005	CITICAPITAL COMMERCIAL	8/26/2005	955958 104		622.33				TAX EXEMPT/POLLUTION E
2005	CITICAPITAL COMMERCIAL	8/12/2005	962656 107		84.88				CORRECT VALUE PER LIST
2005	COCKMAN JAMES L	8/17/2005	942344 109					115.00	NO ONE LIVES THERE
2005	COCKMAN LARRY WAYNE	8/17/2005	942351 103		9.11				DBLST WITH 1229388
2005	COLE ERNEST M	8/11/2005	948490 101	3.70					VALUE CORRECTION
2005	COLE ERNEST MICHAEL	8/11/2005	942396 101	39.92					VALUE CORRECTION
2005	COLE ERNEST MICHAEL	8/11/2005	951748 101	5.04					VALUE CORRECTION
2005	COLE ERNEST MICHAEL	8/11/2005	951749 101	42.84					VALUE CORRECTION
2005	COLE RICKY LEE	8/22/2005	957470 107		120.33				DBLST WITH 1245628
2005	COLLINS JOHN D II	8/12/2005	983083 105	321.63					SQ FT CORRECTION
2005	CONNECTED OFFICE PRODUCTS	8/22/2005	962817 106		189.51				NAME CHG 1242876 & 77
2005	CREEK RIVER FARMS INC	8/10/2005	979468 109		720.36				CORRECT VALUE PER LIST
2005	CURRAN BRIAN J	8/11/2005	982166 107	42.57					VALUE DIF FROM INF NOT
2005	D'ERRICO ANDRIA	8/15/2005	966865 107		42.27				BOAT DBLST W/1245635
2005	D'ERRICO JAMES C	8/15/2005	966953 107		327.52				CORRECT VALUE PER BOS
2005	DAVENPORT SHAWN A	8/30/2005	960708 107		81.30				SOLD TO CHATLEE IN 200
2005	DOUBLIER RENE M	8/31/2005	960882 107		37.08				AIRPLANE IN MANASSAS V
2005	DOWDY ROBERT L	8/24/2005	953472 107		70.83				NOW IN WAKE & PD IN WA
2005	DRAKE & ASSOCIATES, LTD	8/10/2005	963324 107		.22				CORRECT PER LISTING
2005	DRAKE & ASSOCIATES, LTD	8/10/2005	963325 107		5.91				CORRECT PER LISTING
2005	DRAKE & ASSOCIATES, LTD	8/10/2005	966240 107		2.88				DBLST W/1233243
2005	DRAKE & ASSOCIATES, LTD	8/10/2005	966241 107		6.54				DBLST W/1233243
2005	DRAKE & ASSOCIATES, LTD	8/10/2005	966242 107		9.44				DBLST W/1233243
2005	DRAKE & ASSOCIATES, LTD	8/10/2005	966243 107		.66				DBLST W/1233243
2005	EDWARD HILL FRIENDS MEETING	8/26/2005	948411 103	967.73					TAX EXEMPT
2005	ELLIS FLORENCE C	8/12/2005	955629 106	14.53					CORRECT ACREAGE PER MR
2005	ELLIS H DONALD	8/24/2005	978937 103					115.00	ONLY 1 HOUSE LIVABLE
2005	ELLIS H DONALD	8/24/2005	993074 103					115.00	ONLY 1 HOUSE LIVABLE
2005	F V R C	8/10/2005	982030 201					144.00	NO FEE PER ALICE
2005	FAIRWAY OUTDOOR ADVERTISING	8/23/2005	978771 106		9.92				DELETE PER LISTING
2005	FAMILY VIOLENCE RAPE CRISIS	8/10/2005	949405 201					144.00	NO FEE PER ALICE
2005	FARMER ALLIANCE STORE	8/30/2005	946342 202		262.26				AMENDED PER DEPRECI SC
2005	FARMER ALLIANCE STORE	8/30/2005	946343 202		19.69				AMENDED PER DEPRECI SC
2005	FARMER ALLIANCE STORE	8/30/2005	993153 202		12.20				AMENDED PER DEPRECI SC
2005	FARRELL JAMES M	8/17/2005	946386 106		25.51				DOES NOT OWN ABATED 03

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TAX YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	FARRELL JAMES M	8/17/2005	992896 106		25.51				DOES NOT OWN ABATED 03
2005	FENNELL DEBORAH	8/22/2005	962714 201		6.79				RENTAL HSE SOLD 7/9/04
2005	FERRELL NOLIE CAROLYN	8/25/2005	966122 107		19.88				DBLST W/1181671
2005	FERSTENBERG LISA BETH	8/31/2005	954365 107		149.60				SAILBOAT SOLD/2004
2005	FERSTENBERG LISA BETH	8/31/2005	993170 107		149.60				BOAT SOLD/05
2005	FISCHER MARK C	8/12/2005	963080 109					230.00	3 CHARGED ONLY 1 HOUSE
2005	FLOWERS E PAUL	8/18/2005	951139 107					34.00	REMOVE DISP PD CEDAR C
2005	GABARD SHIRLEY T	8/19/2005	984493 109					115.00	LAND ONLY HAS VAC OLD
2005	GAINES BEN PHILIP JR	8/11/2005	985197 103		3.62				NEVER OWNED
2005	GAINES DANIEL W SR	8/17/2005	950906 104		41.08				DBLST WITH0009649
2005	GAINES DANIEL WESLEY SR	8/17/2005	949907 124					115.00	ONLY 1 MH
2005	GAINES MAE W LIFE ESTATE	8/24/2005	965614 104					115.00	TRACT IS VACANT
2005	GAINES MARY LISA O	8/11/2005	950187 103					345.00	BUSINESS/ELOIS RESTAUR
2005	GARNER BILLY W	8/15/2005	949841 101		108.41				SOLD IN 2004
2005	GARNER BILLY W	8/15/2005	949842 101		150.16				PER BILL OF SALE
2005	GENERAL SHALE BRICK INC	8/22/2005	966744 106	18.34					TRANSFER ERROR REBILL
2005	GENERAL SHALE BRICK INC	8/22/2005	992996 106	18.34					TRANSFER ERROR REBILL
2005	GLOSSON THOMAS W	8/17/2005	963096 109				122.72		CORRECT PER LISTING
2005	GODFREY LOUIS FELTON	8/26/2005	956760 104		408.44				REPOS IN 2004 (F WILSO
2005	GONZALEZ-POSADAS DAVID GILBERT	8/15/2005	943371 103		98.09				DBLST WITH 00071048
2005	GOODWIN TERRY NEAL	8/24/2005	958351 105		6.23				VAL IN ERROR
2005	GOODWIN TERRY NEAL	8/24/2005	993064 105		6.23				OWNER SAYS NOT MORE \$5
2005	GRACE RICHARD ROBERT	8/12/2005	943494 111					115.00	ONLY 1 DWG ON PROPERTY
2005	GRAEF WILLIAM	8/16/2005	948869 107		165.50				DOES NOT OWN
2005	GRAHAM KELLY MICHELE	8/16/2005	957554 107		9.92				DBLST WITH 1245685
2005	GREEN JUSTIN VINCENT JR	8/11/2005	945333 103		37.22				DBLST W/12836
2005	GRIFFIN BILLIE GUY	8/30/2005	947696 107		45.09				OCNTY STANLEY COUNTY
2005	GRIFFIN BILLIE GUY	8/30/2005	947697 107		13.23				OCNTY STANLEY COUNTY
2005	HACKNEY BEULAH H TRUSTEE	8/29/2005	963665 107					115.00	1900 HOUSE NOT LIVEABL
2005	HALL LOIS M	8/15/2005	967527 105					115.00	VACANT PROPERTY
2005	HAMAN DAVID V & FRANCES W	8/29/2005	939376 103	1068.06					L/U NOT GIVEN/CORRECT/
2005	HARGROVE PEARL MRS	8/24/2005	967628 101	261.46					REBILL DW TO ACCT# 504
2005	HATLEY CLINTON	8/12/2005	967852 107		18.14				IS IN WAKE COUNTY
2005	HATLEY CLINTON	8/12/2005	967853 109		12.47				IS IN WAKE COUNTY
2005	HEARNE WALTER LEE & ARETTA	8/16/2005	939766 106		5.38				REBILL TO ACCT# 123222
2005	HEARNE WALTER LEE & ARETTA	8/16/2005	939767 106		5.67				REBILL TO ACCT# 123222
2005	HEARNE WALTER LEE & ARETTA	8/16/2005	939768 106		3.09				REBILL TO ACCT# 123222
2005	HEARNE WALTER LEE & ARETTA	8/16/2005	939769 106		4.90				REBILL TO ACCT# 123222
2005	HEARNE WALTER LEE & ARETTA	8/16/2005	939770 106		5.67				REBILL TO ACCT# 123222
2005	HEARNE WALTER LEE & ARETTA	8/16/2005	939771 106		5.95				REBILL TO ACCT# 123222
2005	HELBERT SHANNON TROY	8/30/2005	947603 106		307.11				MH DBLST W/M2492
2005	HENDERSON GLENN LEE	8/12/2005	966190 109		46.49				FARM EQUIP IN ALAMANCE
2005	HENRY JOHN C	8/16/2005	949653 107		2.63				ONLY HAVE 1973 STARCRA
2005	HERNANDEZ JOSE	8/10/2005	962236 104					115.00	VACANT PROOPERTY MH JU
2005	HERNDON FRANCES W	8/29/2005	968029 106		251.59				MH DBLST W/M3167
2005	HILLIS STEPHEN MICHAEL	8/17/2005	968113 104	200.10				115.00	ONLY 1 DWELLING
2005	HINSHAW ROBERT GLENN	8/17/2005	959658 101	48.25					TOPO ADJ NOT GIVEN
2005	HOLLIMAN JOSEPH	8/18/2005	987085 107		36.35				CONDITION OF MH
2005	HOLT RUBY LOIS	8/10/2005	968262 101					115.00	MOBILE HOMES STORAGE
2005	HORONETZ DAVID L	8/12/2005	951601 103		146.84				CORRECT VALUE
2005	HORTON LILLIE G	8/12/2005	958870 108	119.32				115.00	MH NOT OCCUPIED
2005	HORTON TRUBY W	8/22/2005	968396 107	9.39					SHOP HAS NO HEAT

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TAX YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	HOWARD DONALD WESLEY	8/10/2005	953553 107		42.27				BOAT SOLD OUT OF CHATH
2005	HUMPHREYS MICHAEL EVAN	8/17/2005	967012 107		16.62				DBLST WITH 1245558
2005	JACOBS JOHN W	8/12/2005	968581 124					115.00	ONLY 1 DWG ON PROPERTY
2005	JANICE L PARRY LIVING TRUST	8/12/2005	966971 107		2.65				DBLST W/1200565
2005	JOHNSON JOHN	8/30/2005	966887 107		24.21				DOES NOT OWN
2005	JOHNSON JOHN FRANCIS	8/17/2005	953499 110		23.07				SOLD 10/3/04
2005	JONES RICHARD R & MARGRET B	8/16/2005	976744 107		32.88				DOES NOT OWN
2005	JORDAN DENNIS PARKER	8/10/2005	966972 103		3.20				DBLST W/1061019
2005	JOSEPHUS DAVID ALLEN	8/16/2005	951060 201		16.43				WRONG DIST
2005	JOURDAN BILLY WAYNE	8/30/2005	976947 103		31.00				SOLD IN 2003
2005	KARNS CHARLES B	8/11/2005	982817 107	54.09					VALUE DIFF FROM INF NO
2005	KAUFMAN PAUL DANIEL	8/17/2005	946056 109		149.77				DBLST WITH 1217679
2005	KERNICK EDWARD T JR	8/16/2005	966890 107		95.39				DBLST WITH 1189522
2005	KING VAUGHN M	8/24/2005	955653 104		13.94				SOLD 10/04
2005	KROMBACH THOMAS	8/17/2005	948650 106		6.00				DBLST WITH 1214989
2005	KUNAL ENTERPRISES LLC	8/17/2005	964708 107	3190.38				115.00	BLDS FROM 0069091
2005	LABARBERA DEAN	8/15/2005	966897 107		176.34				BOAT DBLST W/1210331
2005	LANDRY KENNETH D	8/25/2005	966900 107		177.07				DBLST WITH 1181192
2005	LANGE DAVID J	8/24/2005	985222 107		24.65				MOVED IN 2003
2005	LASALLE NATIONAL LEASING CORP	8/17/2005	960875 107		917.69				ABATE PER LISTING
2005	LASALLE NATIONAL LEASING CORP	8/17/2005	960876 107		618.34				ABATE PER LISTING
2005	LAWS DEBORAH FRENCH	8/24/2005	979198 106		302.73				CORRECT PER TAXPAYER
2005	LEBUHN ELAINE LINDLEY	8/24/2005	956304 109					115.00	HAS NOT HOUSE
2005	LEE RAYMOND	8/11/2005	959203 105	222.40					REBILL WITH SCE PER AP
2005	LESTER ALLEN LYNN	8/10/2005	946515 104		56.79				BOAT SOLD/DIDN'T RESPO
2005	LEWIS DOUGLAS DEALTON	8/25/2005	952001 107		31.58				SAME ACCT
2005	LEWIS DOUGLAS DEALTON	8/25/2005	952002 107		31.55				SAME ACCT
2005	LIBERTY CHAPEL UNITED	8/04/2005	987059 105	282.05					DBLSTED/SEE RPT# 97627
2005	LINGERFELDT T H	8/23/2005	969691 107					115.00	HOUSE NOT LIVEABLE
2005	LOUV JILL STUMPE	8/18/2005	966903 107		31.52				BOAT IN DURHAM COUNTY
2005	LOWE JAMES B	8/25/2005	969757 109	302.04					DW DBLST W/M2884
2005	LOWE MICHAEL H	8/11/2005	966998 202		26.07				DBLSTED/W ACC# 1016389
2005	MADDOX ANTHONY W	8/10/2005	959188 103					115.00	ONLY 1 HOME ON PROP
2005	MANESS RICHARD MICHAEL	8/09/2005	981294 113		325.88				DBLST W/57043
2005	MARLIN LEASING	8/10/2005	952971 201		42.21				AMENDED LISTING 8/10/2
2005	MARLIN LEASING	8/10/2005	956853 103		15.00				AMENDED LISTING 8/10/20
2005	MARLIN LEASING	8/10/2005	962881 107		9.43				ERROR PER AMENDED 8/10
2005	MAROLD ALLEN D &	8/09/2005	945822 107	434.95					CORRECT VALUE PER PTC
2005	MARQUIS-HENKE DONNA MARGUERITE	8/17/2005	961232 107		44.45				SOLD/ABATED IN 2004
2005	MASHBURN JAMES L	8/17/2005	970147 104					115.00	NOT LIVED IN SINCE 199
2005	MASHBURN MARICE GAINES	8/10/2005	943396 104		16.50				JUNKED VEH UNLIC
2005	MASON ELLEN	8/25/2005	970168 107	216.89					REBILL W/SCE
2005	MATTIACE MICHAEL DEAN	8/19/2005	967006 107		74.05				DBLST WITH 1245107
2005	MAYNOR STEVEN DALE	8/17/2005	958446 111					115.00	NO DWELLING ON TRACT
2005	MCDANIEL TRAVIS LAMAR	8/17/2005	943726 107		37.94				WVAL INFO FROM CHATLEE
2005	MCDOWELL DAVID RICHARD	8/19/2005	945009 202		3.29				DELETED 2004 OCNTY
2005	MCDOWELL DAVID RICHARD	8/19/2005	945010 107		3.62				OCNTY DELETED 2004
2005	MCGREGOR ALASDAIR ERNEST	8/16/2005	957586 107					115.00	LAND VACANT
2005	MCLAURIN TIMOTHY L	8/17/2005	965219 113					115.00	ONLY 1 DWELLING
2005	MCRAE OFFICE SOLUTIONS	8/22/2005	966314 201		246.48				DBLST W/1232255
2005	MERONEY UNITED METHODIST CH	8/25/2005	952109 103					115.00	TAX EXEMPT
2005	MILLS RALPH C	8/12/2005	954802 107		176.34				CORRECT YR AND VALUE

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2005	MOFFITT WALKER B	8/23/2005	948808	107		7.23				DO NOT OWN BOAT
2005	MOLDENHAUER MARK JOHN	8/24/2005	947629	107		33.25				SOLD IN 2004
2005	MONCURE VOLUNTEER FIRE DEPARTM	8/12/2005	979084	105	370.86					TAX EXEMPT
2005	MOODY BETTY E	8/11/2005	959553	202	108.54					VAL NOT UPDATED INF HR
2005	MOONS CHAPEL BAPTIST CHURCH	8/12/2005	945928	101	924.43					TAX EXEMPT
2005	MORAN AMY L	8/19/2005	983262	105		3.73				DBLST WITH 1076057
2005	MORAN AMY LEE	8/19/2005	947874	105		3.73				DBLST WITH 1076057
2005	MORAVA DANIEL A	8/08/2005	970886	107		12.66				CHG VALUE PER KIM
2005	MORRIS CLARENCE	8/16/2005	970902	107		8.55				REMOVE LATE LIST PER L
2005	MORRIS CLARENCE C &	8/16/2005	982320	101	311.30				115.00	DW DBLS W/M2583
2005	MORRIS CLARENCE C &	8/16/2005	982324	101		29.50				CORRECT DESCRIPTION
2005	MORRIS CLARENCE C &	8/16/2005	982326	101		248.05				CORRECT DESCRIPTION
2005	MORRIS CLARENCE C &	8/16/2005	992849	101					115.00	ONLY 7 MH SPACES IN PA
2005	MORRISSEY CAROL E	8/18/2005	948373	107					115.00	LAND IS VACANT
2005	MT SINAI UNITED HOLY CHURCH	8/26/2005	945560	202	792.64					TAX EXEMPT
2005	MUEHLBACH JAMES JOSEPH	8/19/2005	947424	109		41.09				DBLST WITH 03712
2005	MUEHLBACH JAMES JOSEPH	8/19/2005	966837	103		44.53				DBLST WITH 03712
2005	NEON IMPRESSIONS, INC	8/31/2005	980460	108	947.72					CONDO COMMON AREA
2005	NEWBY ARNOLD	8/18/2005	953609	202		305.45				NO DWMH LISTED BY TAXP
2005	NOLAN STEVE	8/26/2005	960762	107		46.54				OCNTY SHOULD BE ORANGE
2005	NORTH CAROLINA DEPT	8/17/2005	984575	106					115.00	PROPERTY IS EXEMPT
2005	NORTH CHATHAM VOL FIRE DEPT	8/11/2005	947656	107	529.95					TAX EXEMPT
2005	OLAH ROBERT D	8/22/2005	953593	107		58.22				YR IS 1983 NOT 2003
2005	OLDHAM JOE E & SALLY S	8/10/2005	971245	103		1.97				BOAT NOT USED IN 5YRS
2005	PALMER NELLIE L	8/30/2005	971399	105	339.89					SCE NOT GIVEN/CORRECT
2005	PARKER ANGELA THOMAS	8/11/2005	963441	106	826.91					NOT GIVEN LU/CORRECTED
2005	PARKS COLBY SCOTT	8/11/2005	945637	106		3.42				DOUBLE LISTED
2005	PARKS COLBY SCOTT	8/11/2005	987162	106		3.42				DBLSTED ON SAME ACC#
2005	PARTIN RONALD W	8/18/2005	971481	112					34.00	HAS SERVICE REPUBLIC W
2005	PARTIN RONALD W	8/18/2005	971485	112					81.00	ONLY ONE DWELLING ON S
2005	PASCHAL DENISE LEE	8/11/2005	965963	101					115.00	DWG NOT LIVABLE
2005	PEGRAM EDDIE &	8/26/2005	955112	111		459.27				DBLST WITH 1209512
2005	PEKAR JAROSLAW	8/17/2005	948847	107		11.06				DBLST WITH 948848
2005	PHILLIPS JONATHAN LEE	8/11/2005	962097	104	640.45				115.00	HSE REMOVED/ON 0080933
2005	PRITCHARD STEPHEN GILBERT	8/04/2005	952969	113		361.33				DBLST SAME ACCT
2005	PURVIS JAMES L	8/23/2005	963480	107		86.21				DBLST WITH 1235042
2005	QWEST COMMUNICATIONS CORP	8/16/2005	947201	124					115.00	PUBLIC UTILITY
2005	R & G BOOKKEEPING SVC	8/22/2005	982991	107		2.21				OUT OF BUSINESS 5/1/20
2005	R & G BOOKKEEPING SVC	8/22/2005	982992	107		.26				OUT OF BUSINESS 5/1/20
2005	RAHIMTOOLA DANIAL ARIF	8/30/2005	963564	112		82.81				IN ORANGE COUNTY
2005	RENKOW MITCHELL A	8/12/2005	963460	107	.01				115.00	ORANGE CO PER KH
2005	RIDDLE ROY MRS	8/10/2005	972580	104					115.00	MH USED FOR STORAGE/3Y
2005	ROBERTS MARIAN LESLIE	8/24/2005	949902	107					34.00	HAS WASTE IND
2005	ROBERTS MARIAN LESLIE	8/25/2005	993069	107						ADD BACK AVF
2005	RODE ENTERPRISES INC	8/24/2005	951874	105					115.00	PAID UNDER 0061969
2005	ROGERS RACHEL R	8/22/2005	962628	124	231.05					SCE QUALIFICATION
2005	ROUSE JOHN R	8/24/2005	966931	107		56.38				BOAAT IN WAKE TAX PD W
2005	RUBY JANET L	8/26/2005	966933	107		89.62				DBLST WITH 1177153
2005	RUTHERFORD MICHAEL W	8/15/2005	966934	107		249.34				BOAT DBLST W/1200690
2005	SANDY BRANCH BAPTIST CHURCH IN	8/26/2005	947623	103					115.00	EXEMPT PROPERTY
2005	SCHANZ ROBERT K	8/23/2005	950933	107		117.72				DBL LISTED ACCT 119171
2005	SCOTT DOUGLAS G &	8/11/2005	951279	107		102.44				BOAT SITUS WAKE CO

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2005	SEAGROVES JULIOUS W	8/17/2005	961810 107	764.74				115.00	MOVE IMPROVS TO 007002
2005	SEARS, ROEBUCK AND CO	8/22/2005	948162 201		3.93				DELETE PER LISTING
2005	SESSOMS JEFFREY D	8/17/2005	983882 103					115.00	VACANT LAND
2005	SHELDEN KENNETH W	8/15/2005	966966 107		22.77				DBLST WITH 1211606
2005	SHIVERS NORMA	8/18/2005	958691 201					144.00	HOUSE VACANT
2005	SIDOR DAVID J	8/12/2005	948893 107		58.91				CORRECT YEAR AND VALUE
2005	SILER CITY TOWN OF	8/12/2005	976451 101	32.85					TAX EXEMPT
2005	SILER CITY TRAILER REPAIR INC	8/11/2005	973251 101		12.22				LICENSED VEHICLE
2005	SILK HOPE ELEMENTARY SCHOOL	8/15/2005	976271 109					690.00	TAX EXEMPT
2005	SMITH SIMON LAWS	8/15/2005	943936 107		1.97				SOLD PER LISTING FORM
2005	SMITH WILLIAM R	8/17/2005	966457 105		31.11				DOES NOT OWN
2005	SPARROW JOHN E & DEBORA T	8/23/2005	973650 107					115.00	OLD HSE UNLIVABLE
2005	SPARROW W CECIL	8/17/2005	973655 107					115.00	CHGD 7/SHOULD BE 6
2005	SPRINTCOM, INC	8/16/2005	948176 105		247.14				CORRECT SCHEDULE
2005	SPRINTCOM, INC	8/16/2005	953050 104		117.88				CORRECT SCHEDULE
2005	SPRINTCOM, INC	8/16/2005	953054 202		82.33				CORRECT SCHEDULE
2005	SPRINTCOM, INC	8/16/2005	953058 101		79.61				CORRECT SCHEDULE
2005	SPRINTCOM, INC	8/16/2005	953062 103		153.64				CORRECT SCHEDULE
2005	SPRINTCOM, INC	8/16/2005	953066 101		70.19				CORRECT SCHEDULE
2005	SPRINTCOM, INC	8/16/2005	953070 107		64.60				CORRECT SCHEDULE
2005	SPRINTCOM, INC	8/16/2005	956677 107		68.69				CORRECT SCHEDULE
2005	SPRINTCOM, INC	8/16/2005	956680 107		4.07				CORRECT SCHEDULE
2005	STAFFORD GREGORY W &	8/11/2005	983240 107	415.76					CORRECT SQFT PER KH
2005	STEPHENS SHARON	8/30/2005	950554 107	353.79				115.00	MH DBLST W/M2476
2005	STONE MARY Z	8/31/2005	973858 106		5.78				VEH JUNKED/IN THE WOOD
2005	STREBEL PAUL	8/10/2005	953583 107		59.13				BOAT OUT OF CHATHAM
2005	STUBBS JOHN P	8/11/2005	950776 201	549.94					REBILL WITH SCE
2005	STURDIVANT RICHARD L &	8/10/2005	947395 109	122.85					LU AUDIT INCORRECT INF
2005	STYSLINGER THOMAS	8/30/2005	966923 107		42.64				PAID 2200 IN 2004
2005	SUTTON PAMELA JANE	8/26/2005	958014 103		62.15				IN ALA SINCE 2004
2005	T&S INVESTORS LLC	8/17/2005	947343 101					1150.00	THIS IS VACANT LAND
2005	TARKENTON JAMES	8/24/2005	963244 107					34.00	PVT HAULER/WASTE INDUS
2005	TEANDER JEFFREY S	8/26/2005	963838 107		30.81				YEAR OF BOAT IN ERROR
2005	TEANDER JEFFREY S	8/26/2005	966940 107		41.56				DBLSTY WITH 1235035
2005	TEANDER JEFFREY S	8/26/2005	993103 107		41.56				DBLST WITH 1235035
2005	TECHNOLOGY CAPITAL PARTNERS	8/10/2005	962988 101		63.47				CORRECT PER LISTING FO
2005	THOMPSON DOROTHY MAE	8/26/2005	955404 107					972.00	MH PARK SOLD 0081691
2005	THOMPSON DOROTHY MAE	8/26/2005	993114 107						THERE SHOULD BE 1 AVF
2005	THOMPSON GARY	8/11/2005	966509 107		7.68				CORRECT PER LISTING
2005	THUENTE DAVID	8/24/2005	963842 107		34.84				THIS BOAT IN MI
2005	TOTTEN WILLIAM S JR & SANDRA	8/22/2005	981340 107		7.37				SOLD
2005	TOTTEN WILLIAM S JR & SANDRA	8/22/2005	981341 107		2.17				CANOE JUNKED
2005	TOWN OF CARY	8/16/2005	954600 203	622.40					TAX EXEMPT
2005	TOWN OF SILER CITY	8/15/2005	976315 101	406.46					TAX EXEMPT
2005	TOWN OF SILER CITY	8/15/2005	976316 101	940.76					TAX EXEMPT
2005	TRIANGLE LAND CONSERVANCY	8/22/2005	976418 103					115.00	VACANT PROPERTY
2005	TROTTER SHARON P	8/10/2005	979285 104	576.06					CORRECT TO REFLECT L/U
2005	TULLIS BUDDY & PEGGY	8/15/2005	974633 106					34.00	PVT HAULER/CHATHAM DIS
2005	TYSONS CREEK BAPTIST CHURCH PA	8/15/2005	976074 103	737.93				115.00	TAX EXEMPT
2005	U.S. BANCOR-OLIVER ALLEN	8/16/2005	948098 107		72.38				CORRECT PER LISTING
2005	UNIQUE EMBROIDERY	8/22/2005	986452 103		65.85				SOLD 12/04 PER LISTING
2005	UNIQUE EMBROIDERY	8/22/2005	986453 103		4.73				SOLD 12/04 PER LISTING

DATE 9/20/05
TIME 10:13:22
USER TINA

BOARD REVIEW OF COMPLETED RECEIPTS REPORT
CHATHAM COUNTY

9
G# CL2182

DEPOSIT DATES 8/01/2005 THROUGH 8/31/2005

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON
2005	VERDON ROBERT J	8/24/2005	948686 107		15.31				SOLD 4/21/04
2005	VICKERS KELLY LYNN POPP	8/12/2005	962408 107	137.97					CORRECT ACRAGE PER MR
2005	WAGNER FRANCES &	8/15/2005	955499 201					144.00	HSE VACANT PER ALICE L
2005	WALLACE KENNETH WAYNE	8/29/2005	944789 201		5.35				DOES NOT OWN
2005	WALZ GEORGE ORIN	8/11/2005	957767 110		15.59				REBILL WITH FD 101
2005	WARD JERRY DON	8/12/2005	945092 202		45.13				DBLST W/26986
2005	WATSON JAMES S	8/11/2005	961411 106					115.00	HSE BURNED REL SWFEE
2005	WAUGH MORGAN S	8/11/2005	950729 107		37.65				BOAT MOVED TO FLORIDA
2005	WEBSTER D NORTON	8/12/2005	952275 106					115.00	ONLY 2 DWGS ON PROPERT
2005	WELLS FARGO FINANCIAL	8/25/2005	963019 110		34.15				CORRECT PER LISTING
2005	WELLS FARGO FINANCIAL	8/25/2005	963020 110		18.16				CORRECT PER LISTING
2005	WELLS FARGO FINANCIAL	8/25/2005	966532 103		60.70				CORRECT PER LISTING
2005	WETHERINGTON ERIC DANIEL	8/26/2005	966948 107		98.29				VALUE IN ERROR DUE TO
2005	WILLIAMS B WADE	8/23/2005	986392 101		3.40				BOAT SOLD
2005	WILLIAMS SHERRIE ANN	8/22/2005	967026 107		128.77				DBLST W/1235112
2005	WILLS CHARLES FRANKLIN	8/24/2005	948384 107		3.00				IN FORSYTH COUNTY
2005	WILLS CHARLES FRANKLIN	8/16/2005	948385 107		13.09				LISTED IN FORSYTHE
2005	WILSON JERRY P	8/11/2005	975574 103					115.00	PROPERTY IS VACANT
2005	WILSON MARTIN JOSEPH	8/24/2005	967022 107		52.13				DBLST WITH 1235080
2005	WISE LARRY V	8/19/2005	960374 105	707.84					SQ FT OVERSTATED
2005	WOOD STEPHEN FRAZIER	8/16/2005	966952 107		40.47				VALUE AND YEAR OF BOAT
2005	WOODLAND RICHARD ALLEN & GAIL	8/22/2005	982337 107	652.26				81.00	REMAINDER IN ORANGE CO
2005	WOODLAND RICHARD ALLEN & GAIL	8/22/2005	982338 107		14.45				SITUS IN ORANGE CO
2005	WOODLAND RICHARD ALLEN & GAIL	8/22/2005	993000 107	15.87					SITUS IN ORANGE CO
2005	WOODY WILLIAM DAVID	8/29/2005	975767 106	134.40					NO SCE GIVEN
2005	WOOLLEY MICHAEL E &	8/24/2005	950977 107		3.62				NOT IN CHATHAM SINCE 2

** YEAR TOTALS ** 27118.12 17716.19 2813.48 5.00 10539.00

*** FINAL TOTALS *** 32079.30 22278.11 3568.66 5.00 11299.00

*** NORMAL END OF JOB ***

MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
WORK SESSION
OCTOBER 03, 2005

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 9:50 AM on October 03, 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 9:50 AM.

Work Session

1. Presentation on Regional Jail Concept
2. Revision to the Solid Waste Decal Policy
3. Water Taps

The County Manager reviewed the work session agenda.

PRESENTATION ON REGIONAL JAIL CONCEPT

The County Manager explained that the County is not in dire need of new jail space at the present time, but stated that the County is growing and that as the County grows, the need for additional jail space will increase. He turned the meeting over to Mr. Stephen Allan.

Stephen Allan, Solutions for Local Government, Inc., gave a slide presentation on the regional jail concept. He gave cost basis, project costs, cost scenarios, basis for decisions, and project duration and focused on participating counties. He stated that thinking "regional" is becoming more and more important when counties look at how county funds are used. A copy of Mr. Allan's presentation is attached hereto and by reference made a part hereof.

Sheriff Webster stated that the feasibility study would help no matter which way they go.

Commissioner Emerson moved, seconded by Commissioner Barnes, that management be authorized to contract with Stephen Allan for a regional jail feasibility study, not to exceed \$7,800.00 pending approval by the County Attorney. The motion carried five (5) to zero (0). The contract is attached hereto and by reference made a part hereof.

REVISION TO THE SOLID WASTE DECAL POLICY

Bob Holden, Solid Waste Manager, explained a proposed change to the current decal policy. He stated that the decals will only be used as a means to utilize the collection centers and will not affect use of other services such as Household Hazardous Waste, Environmental Enforcement and Education.

Commissioner Barnes stated that Waste Management Staff, Tax Collection Staff, and the Solid Waste Advisory Committee have spent a lot of time on this proposed policy.

Details discussed regarding the proposed policy are as follows:

Current Policy:

- Decals distributed to any County resident whether they pay the Solid Waste Fees or not
- Does not require residents to have a decal
- Decals distributed via collection centers
- Decals do not have an expiration date

New Policy:

- Requires residents to display their decal to use the collection centers
- Maintains ban on out-of-county and business use
- Distributed only to residents in the unincorporated areas of Chatham County who pay the Solid Waste Fee(s) (Availability: \$81 + Disposal: \$34) that is billed through the Tax Office
- Town residents wishing to use the collection centers (strictly voluntary) will have the option of paying the Availability Fee (\$81) and receiving a decal through the Waste Management Office in person or by mail
- Since the bulk of the decals will be distributed through a mail service based on information from Tax Office no additional staff should be required
- Replacement decals will be available through the Waste Management Office

The Board asked that staff present the proposed policy to town officials and report back to the Board at their November 7, 2005 Board of Commissioners' meeting.

BUSINESS PARK

The County Manager informed the Board that the State had inquired about the Board of Commissioners approving Lot #20 in the Chatham County Business Park for their medical facility instead of Lot #19 as previously discussed because it was too small for their building needs.

Commissioner Emerson moved, seconded by Commissioner Barnes, to approve the gift of Lot #20 in the Chatham County Business Park to the State of North Carolina for the location of their medical facility. The motion carried five (5) to zero (0).

TAP FEES

After considerable discussion, Chairman Morgan moved, seconded by Commissioner Emerson, to approve a tap fee in the amount of \$500.00 each for existing residential customers while the water line is being run to the Silk Hope School. The motion carried five (5) to zero (0).

WATER DISTRICTS:

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

See minutes of the Southeast Chatham Water District Board for action taken.

See minutes of the Southwest Chatham Water District Board for action taken.

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

IMPACT FEES

The County Manager stated that there are 3,895 mobile homes located in the County according to the Tax Office; that they are still looking at how to manage them in terms of a serial number, application process, etc.; and that staff will have options to review at a later date.

BOARD OF COMMISSIONERS' RETREAT

The County Manager asked that Board members bring their calendars to the next meeting in order to set the date for their January retreat.

CLOSED SESSION

Commissioner Cross moved, seconded by Commissioner Outz, to recess from Regular Session and convene in Closed Session for the purpose of potential litigation and the sale of property. The motion carried five (5) to zero (0).

REGULAR SESSION

Commissioner Emerson moved, seconded by Commissioner Cross, to adjourn from Closed Session and reconvene in Regular Session. The motion carried five (5) to zero (0).

Commissioner Emerson moved, seconded by Commissioner Outz, to approve the purchase of the mobile unit to be placed at Perry W. Harrison School. The motion carried five (5) to zero (0).


BOARD OF EDUCATION

The Assistant County Manager asked for clarification of the Board's intent on the motion to purchase a mobile unit to be placed at Perry W. Harrison School.

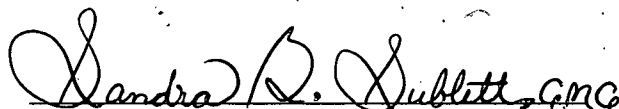
Commissioner Emerson moved, seconded by Commissioner Barnes, to approve the purchase of the mobile unit to be placed at Perry W. Harrison School in the amount up to \$35,000 to be taken from Impact Fees. The motion carried five (5) to zero (0).

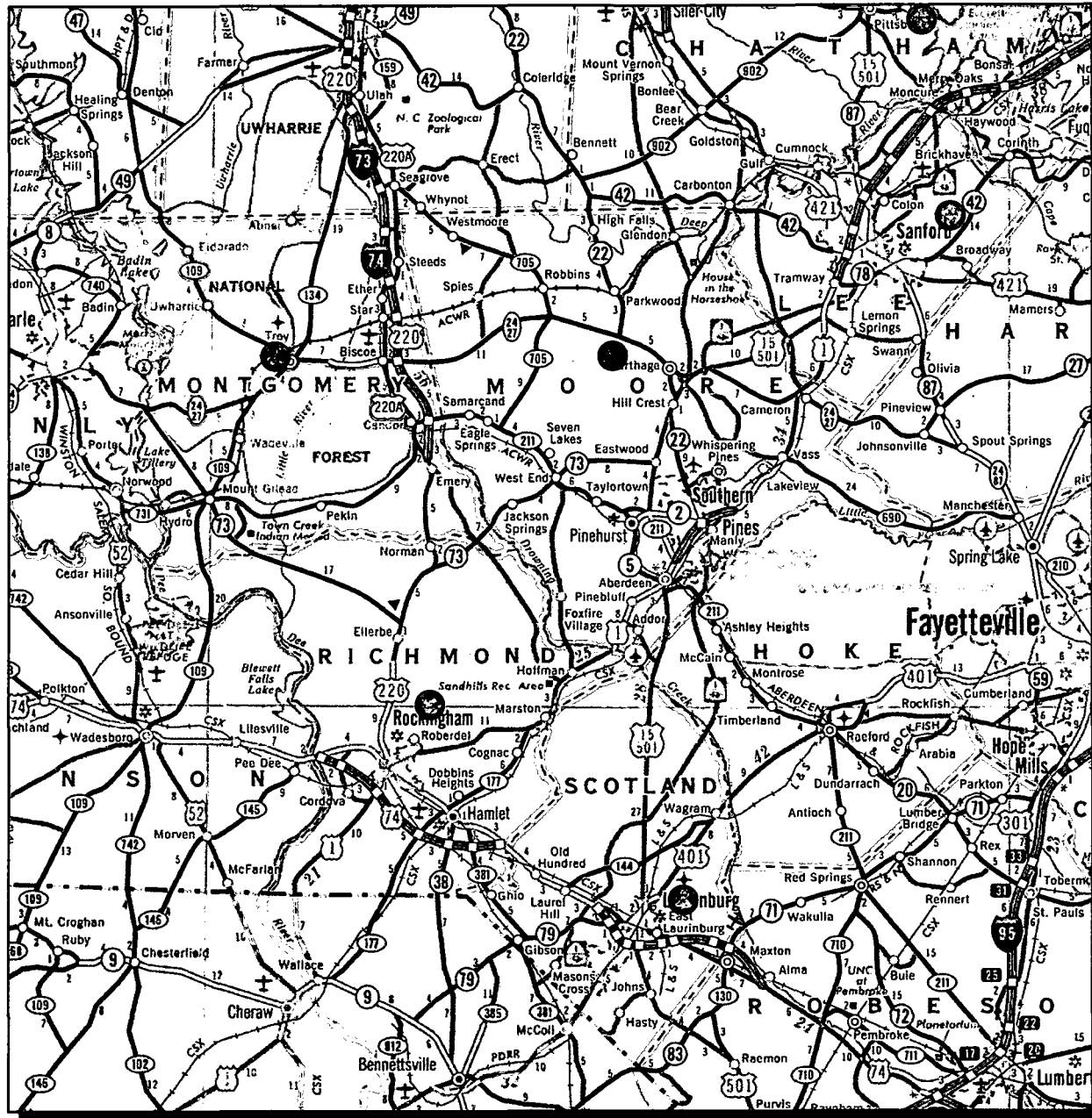
ADJOURNMENT

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 12:08 PM.


Bunkey Morgan, Chairman

ATTEST:


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



Why?

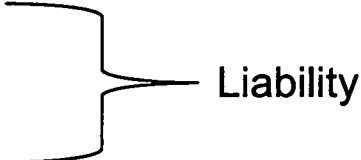
1. Money

Will participation offset costs we now incur individually?

- Personnel
- Operations
- Maintenance
- Capital

2. Headaches

Will participation reduce my day-to-day hassles with inmate issues?

- Complaints
 - Injury
 - Escape
- 
- Liability

3. Politics

Will participation make sense politically?

- Constituent tax dollars
- Thinking regional
- Focus of LE efforts

Why Not?

1. Money

Will participation offset costs we now incur individually?

- Personnel
- Operations
- Maintenance
- Capital

Depends on what our share of the contract is

2. Headaches

Will participation reduce my day-to-day hassles with inmate issues?

- Complaints
- Injury
- Escape

Road time & transportation of inmates

3. Politics

Will participation make sense politically?

- Constituent tax dollars
- Thinking regional
- Focus of LE efforts

We're just sending our problems elsewhere

The Numbers

COUNTY	2005	2010	2015	2020	2025	2030	Beds?
CHATHAM	56,274	61,987	68,002	73,924	80,120	86,095	110
LEE	50,493	53,433	56,306	59,648	62,627	66,238	100
MONTGOMERY	27,278	28,408	29,477	30,749	31,858	33,211	60
MOORE	80,497	86,801	92,948	99,470	105,521	111,856	160
RICHMOND	46,447	46,662	46,720	46,928	46,894	46,938	90
SCOTLAND	37,060	37,874	38,519	39,162	39,606	39,976	80
Total:	298,049	315,165	331,972	349,881	366,626	384,314	600

Cost Basis

Area (square feet) per Inmate

Inmate Capacity		Area per Inmate Bed
50	100	325-350 sf/inmate
150	300	300-325 sf/inmate
350	500	250-300 sf/inmate

32,500 sf

125,000 sf

Caveats:

Male/Female

Sentenced/Pretrial

Felon/Misdemeanant

Security Classification

Cost per Square Foot

Inmate Capacity		Costs/sf-2nd Qtr. 2006
50	100	\$250/sf
150	300	\$225/sf
350	500	\$200/sf

\$8,000,000

\$25,000,000

Caveats:

NC Standards

Federal/Constitutional

Quality of Construction

Project Costs

<i>Construction</i>		
Building Construction		\$8,000,000
Site Development	0.015	\$120,000
<i>Total Construction Cost</i>		<i>\$8,120,000</i>
<i>Project Related</i>		
Facility Program	0.005	\$40,600
A/E Design	0.08	\$649,600
Reimbursable Expenses	0.01	\$81,200
Materials Testing	<i>Lump Sum</i>	\$20,000
Furnishings & Equipment	0.04	\$324,800
Contingencies	0.1	\$812,000
<i>Total Project Related Cost</i>		<i>\$1,928,200</i>
Total Project Cost		\$10,048,200

Project Duration

Process/Phase	Principal Activity	Duration	Total Time
Study Phase	Needs Assessment Feasibility Studies	1.5-2 months	
Planning Phase	Facility Program Site Master Plan	3-4 months	
Design Phase	Design Development Building Specifications	9-12 months	
Construction Phase	Bidding & Award Construction	1.5-2 months 18-20 months	
Transition Phase	Transition Planning Plan Activation	6-8 months* 1-2 months	
Occupation	Total Elapsed Time	2.5-3.5 years	

Basis for Decision

Current Conditions

- Need; current + projected
- Individual Costs
 - Capital
 - Operational

Regional Jail Requirements

- Total Size & Cost
- Capital Costs/County
 - No. Beds
 - Cost Basis
- Operational Costs/County
 - Regional Staffing

Continuing Costs/County

- Inmate Transportation
- Personnel

Cost Scenario

Individual County Jail: (90 beds)

Capital/Project Costs: \$6,200,000

Annual Operating Costs: \$ 800,000

Continuing Annual Costs: \$ (EXISTING)

\$ 800,000

Cost Scenario

Regional Jail: What IF?

Capital/Project Costs: \$4,200,000

Annual Operating Costs: \$ 550,000

Continuing Annual Costs:

\$

Average Miles/Transport?

County	City	Regional Jail	Miles
CHATHAM	Pittsboro	Carthage	28
LEE	Sanford	Carthage	15
MONTGOMERY	Troy	Carthage	30
RICHMOND	Rockingham	Carthage	35
SCOTLAND	Laurinburg	Carthage	41

Continuing Annual Costs

EXAMPLE

Category	Rate/Number	% Transported	Time/Transport	Cost/Mile	Category Cost
Arrests	1,500	1,200			
Deputy Salary	\$35,000/ yr. \$16.83/hr.		1.5 hours		\$30,294
Vehicle/Operations	60 miles RT			\$0.90	\$64,800

Continuing Annual Costs: \$95,094

Cost Scenario

EXAMPLE

Regional Jail:

Capital/Project Costs: \$4,200,000

Annual Operating Costs: \$ 550,000

Continuing Annual Costs: \$ 95,094

\$ 545,094

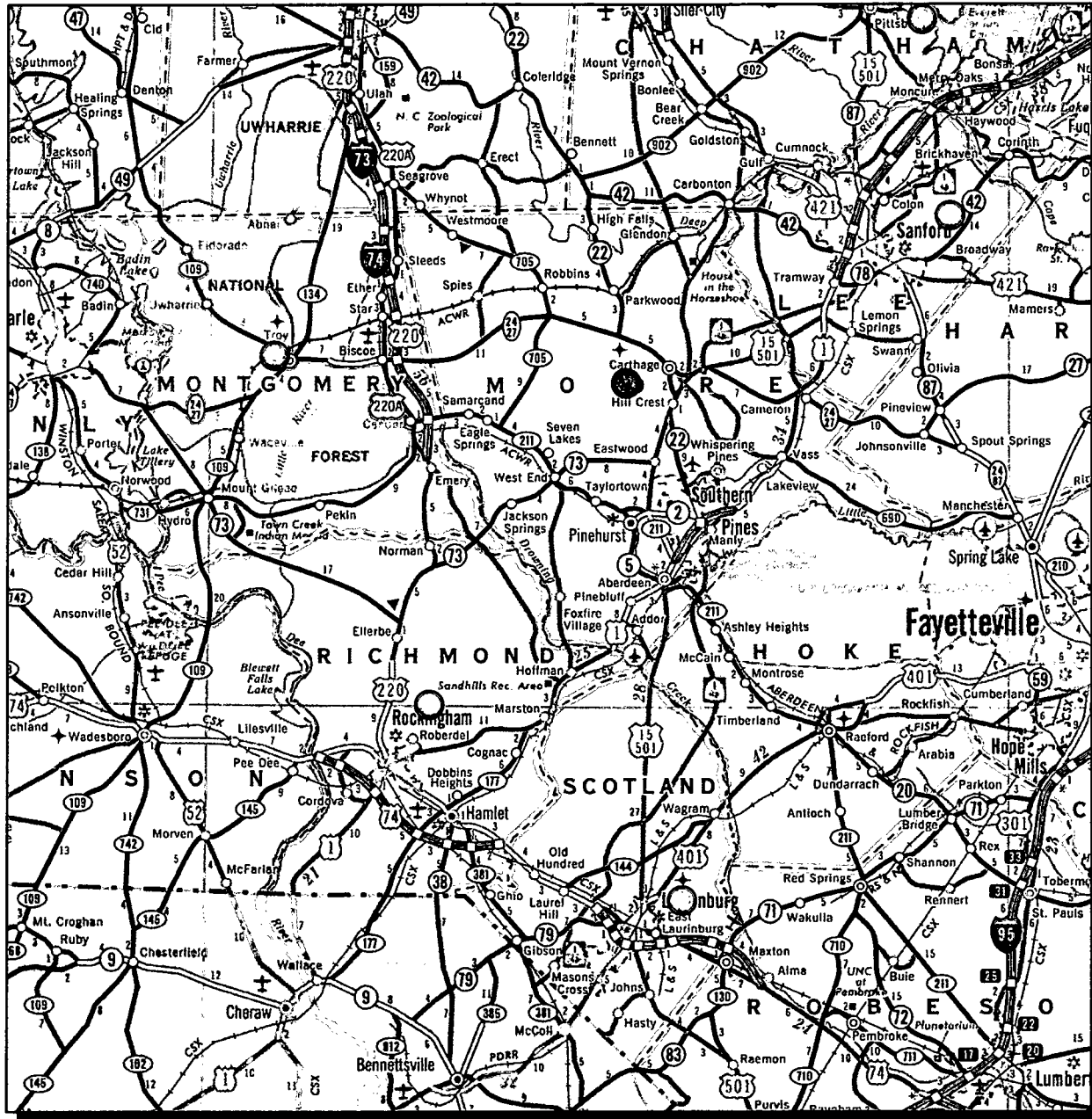
Cost Scenario

EXAMPLE

Regional Jail:

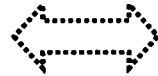
Individual County Jail: (90 beds)

Capital/Project Costs:	\$4,200,000	Capital/Project Costs.	\$6,200,000
Annual Operating Costs:	\$ 550,000	Annual Operating Costs.	\$ 800,000
Continuing Annual Costs:	\$ 95,094	Continuing Annual Costs:	\$ (EXISTING)
<hr/>		<hr/>	
	\$ 645,094		\$ 800,000



Feasibility Study

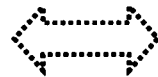
1. Site Visit



Regional Jail

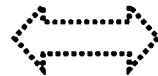
- Size
- Concept
- Costs

2. General Conditions



3. Inmate Projections

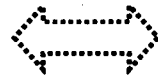
- Bed Requirements
- Security Classification



- Development
- Capital
- Operations
- Life Cycle

4. Cost Analysis

- Annual/Personnel
- Annual/Operations

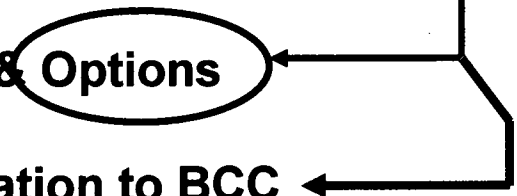


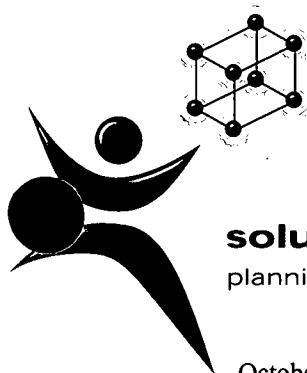
5. General Status & Options

✓ **Local Confinement Reports**

✓ **FY2004-2005 Budget**

6. Formal Presentation to BCC





solutions 4 local government
planning • operations • training • facilitation

October 7, 2005

Ms. Renee F. Dickson
Assistant County Manager
12 East Street
P.O. Box 87
Pittsboro, NC 27312

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

**Re: Regional Jail Feasibility Study Agreement Letter; and
Scope of Services/Consultant Performance Criteria**

Dear Ms. Dickson:

The enclosed Scope of Services narrative and outline highlight the primary tasks and activities necessary to identify and adequately document the information and study requirements for the above referenced study.

The principal objectives of the study as outlined include "... the provision of a specific platform of information regarding *your* jail facility, it's current and projected inmate populations, and your options for addressing those populations"; among them of course is the feasibility of participation in a regional jail project. The scope outlines the tasks to be undertaken to determine the costs involved as well as the feasibility of Chatham County's involvement in such an undertaking. It is intended that the tasks and activities described provide the performance criteria for this agreement.

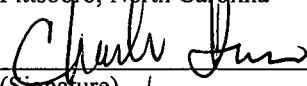
At this time I anticipate completion of the tasks identified in the enclosed outline to take approximately 5-6 weeks. You might also note that several tasks in the outline include time with you and/or your designated staff and the Sheriff to review the findings and preliminary conclusions, probable costs, and recommendations prior to final document production.

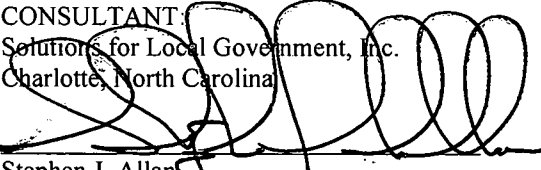
Our fee to produce this study and provide Chatham County with the required and necessary documentation, including all identified tasks and on-site meetings, related project expenses for travel, per diem and document production is, *and will not exceed*, \$7,800.00. Services will be billed monthly based on the percent of work complete.

If the foregoing terms meet with your approval, please sign and return one copy of this letter at your convenience, to the address listed below.

I am very much looking forward to working with you and with Chatham County.

Sincerely,
SOLUTIONS FOR LOCAL GOVERNMENT, INC.

OWNER:
Chatham County
Pittsboro, North Carolina

(Signature)
Title: County Mgr
Date: 10/12/05

CONSULTANT:
Solutions for Local Government, Inc.
Charlotte, North Carolina

Stephen J. Allan
President
Date: 10/7/05

Enclosure: Scope of Services

Scope of Services: Regional Jail Feasibility Study

CHATHAM COUNTY

This Scope of Services outlines the major tasks and activities that will be undertaken to address current and projected future County Jail inmate populations and associated facility needs as well as the potential opportunities, including probable costs, available to each County should they choose to participate in the Regional Jail Project discussed September 8th in Carthage/Moore County.

At this time the outline that follows is being distributed to the counties that participated in the referenced meeting: Chatham, Lee, Montgomery, Moore, and Scotland.

Of course, each County will have different specific needs, and will have varying interests with regards to their respective levels of involvement in a Regional Jail. This is understood. Subsequently, the initial on-site meeting (see Task 1, Phase I) in each County will seek to identify those specific needs and concerns accordingly.

At this point, the principal study objectives are to:

- Provide each County with a specific platform of information regarding *their* Jail facility and its current and projected inmate populations
- Provide individual *in-county* options for addressing the needs identified
- Identify probable costs of the options described
- Identify the probable costs of a regional jail project
- Identify the potential opportunities/benefits that might be afforded each County should they choose to participate in the Regional Jail project

The information required that will eventually determine the potential size of a regional jail and the eventual costs associated with it will largely be determined by accumulating each of the participating County's current and projected needs. Some of the tasks identified below will occur or be taking place in conjunction with those of the individual county studies; others will not be able to occur until the individual County studies are complete or nearly complete.

In every case, each county participating in the Feasibility Study will receive a copy of the completed report (in written and electronic format) and a formal, in person presentation of findings and recommendations to each of their County Board of Commissioners.

PART I: COUNTY JAIL STUDY

Site Visit

1. Meet with County Manager and Sheriff to address;
 - Existing concerns, questions, and issues unique to the county and of concern to them individually
 - Specific scope requirements and time frame
 - Owner/user ideas regarding future needs, expansion, options for development, etc.
2. Collect available data and reports for analysis and use;
 - FY 2004-2005 Jail Budget
 - FY 2005-2006 Jail Budget
 - Monthly *Local Confinement Reports* for calendar years 2000-2005 (year to date)
 - Other data as appropriate; demographics, school enrollments, etc.

Assess Current Conditions

1. Tour existing Jail facility(s)
2. Review existing/available floor plans and/or facility drawings
3. Review existing/pending plans in progress (if any) regarding
 - Inmate population(s)
 - Facility needs
 - Facility development

Inmate Projections

1. Collect and analyze historical data; (minimum past 5 years)
 - County population
 - County arrests
 - Jail average daily population (ADP)
2. Prepare baseline projections; 2005-2025
3. Convert calculated jail ADP to *bed needs*
 - Calculate and document *inmate management factor* for conversion
4. Review Inmate records to determine legal status and potential security assessment/risk
5. Prepare at least two (2) alternative projection scenarios for review by the county

Options for Development/Expansion

1. Identify options available to the County to address jail needs and inmate projections
 - Facility expansion
 - New construction
 - Program opportunities

Management Review

1. Meet with County Manager and Sheriff regarding
 - Findings to date
 - Options for development specific to County

Cost Analysis

1. Provide narrative and, as necessary, graphic illustrations of current conditions and experienced/budgeted costs
 - Personnel/security staffing
 - Operational costs
2. Provide summary of individual, *in-county* development options
 - Capital/construction costs
 - Project related costs
 - Personnel
 - Operations

PART II: REGIONAL JAIL

Potential Size

1. Based on participant county numbers (current and projected)
 - Identify potential size; i.e., number of beds
 - Facility operations concept (general)
 - Site requirements; land, parking, etc.

Probable Costs

1. Based on facility and site requirements, identify probable costs of development and operation
 - Capital/construction
 - Project related
 - Personnel/staffing
 - Operations

Regional Jail Concept

1. Research & analyze relevant data regarding Regional jail operations in North Carolina and document key findings for review and comparison
 - Legal issues and requirements
 - Governance; including authority structure(s)
 - Options regarding operations; i.e. inmate transportation

Individual County Participation

1. Identify options and potential benefits to individual counties
 - Comparison of costs with individual in-county options previously identified
 - Cost sharing/buy-in options
 - Initial benefits/opportunities vs. 20-25 year life cycle costs

Draft Reports

1. Prepare individual draft reports for each County
 - Current conditions
 - Projected needs
 - Probable costs
 - Local, in-county options
 - Regional Jail participation options
 - Observations/Recommendations
2. Distribute draft reports for review by each county
3. Meet with each county to receive comments and address questions
(Individually or as a group)

PART III: FORMAL PRESENTATION TO BOARD OF COUNTY COMMISSIONERS

A slide presentation summarizing the study findings and recommendations will be prepared for each County and formally presented to the Board of County Commissioners at such time and place as requested by the County, following completion of the study.

PROJECT DELIVERABLES

1. On-site visits, as required, to collect and assess the information necessary to perform study tasks identified; estimate minimum of 2-3 days per County.
2. Participation in and presentation of information at initial on-site meeting with County Manager and Sheriff. Management Review Meeting with County Manager.
3. Development, production, and delivery of three (3) bound copies of the Regional Jail Feasibility Study; including PART I; the individual and specific County Jail Needs Assessment Study for *each* participating County.
4. Participation in and presentation of information at Management Review Meeting with County Manager and Sheriff to review individual County report draft documents.
5. Formal presentation of Study findings to *each County's* Board of Commissioners.

FEES

The costs associated with the development of this study are based on

- Man-hours; both on-site and in-office; and
- Project Related Expenses for travel, per diem, communications, materials preparation, and document production

At this time, based on the stated project requirements and major tasks identified; our fee to produce this study, *including* all related project expenses is, ***and will not exceed***, \$7,800.00 **per County**.

It is our practice to bill monthly (typically on or about the 1st.) based upon the percentage of work completed during the previous month. Once the fee is agreed upon, we do not add service or administrative fees, or any form of miscellaneous or overhead charges to our billing at any time during the project.

In addition, we will withhold the final 10 percent of our fee until you have received the agreed upon copies of the report document and are satisfied with the work that has been done.

SCHEDULE

If all five (5) Counties choose to participate in the Study, project duration will be 8-10 weeks from *notice to proceed* through completion of Parts I & II (draft documents).

Fewer than five (5) participating Counties may reduce the total time required for completion.

ADDITIONAL FIRM INFORMATION

Solutions for Local Government, Inc. is a legal, Sub-Chapter 'S' Corporation, authorized and registered with the North Carolina Secretary of State; SOSID: 0624915

Federal IRS Employer Identification Number: 81-0546253

Our business location is:

2301 Valencia Terrace
Charlotte, NC 28226

Telephone: 704-366-9719
Toll Free: 866-300-3545

S4LG/sja

**MINUTES
CHATHAM COUNTY BOARD OF COMMISSIONERS
WORK SESSION
OCTOBER 17, 2005**

The Board of Commissioners ("the Board") of the County of Chatham, North Carolina, met in the Agricultural Auditorium Building, 45 South Street, located in Pittsboro, North Carolina, at 3:00 PM on October 17, 2005.

Present: Chairman Bunkey Morgan; Vice Chair, Tommy Emerson; Commissioners Patrick Barnes, Miké 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

1. Conservation Easement Discussion

Planning issues for discussion – No action to be taken:

2. Public hearing on November 21, 2005 to consider proposed text amendments to the Chatham County Zoning Ordinance to replace conditional use zoning with conditional zoning
3. Public hearing on November 21, 2005 to consider proposed text amendments to the Watershed Protection Ordinance to include the 10/70 provision in the WS-IV Protected Area

Other:

4. Ag Advisory Presentation

The County Manager reviewed the Work Session agenda stating that Item #4, Ag Advisory presentation, was deferred until the November 07, 2005 Board meeting.

CONSERVATION EASEMENT DISCUSSION

Kevin Brice, Executive Director of the Triangle Land Conservancy, stated that the Triangle Land Conservancy (TLC) is a local charity incorporated as a non-profit in 1983; that its mission is to protect important open-space including farms, forests, fields, and natural areas to help keep the region a healthy place in which to live and work; that all the money that TLC raises for conservation stays in the community; that there are very generous conservation-minded supporters that have contributed thousands of dollars to protect land in the triangle and in Chatham County; that Chatham is one of their most active counties; that TLC has been able to attract millions of dollars from the State in conservation funds for conservation in Chatham County particularly along the Deep River; that one of which they are especially proud is the White Pines Nature Preserve at the confluence of the Deep and Rocky Rivers; that Tandy Jones, a Chatham County resident and cattle farmer, is a valuable member of TLC; that having a person like Mr. Jones is a great benefit to the kind of work that TLC attempts to do; that they are based in Raleigh but are rarely found there as they are usually out in the various counties working with land owners; that he wanted to thank the Board for their decision to form a committee within the Ag Advisory Board that will explore ways to keep productive farms and forests as part of Chatham's landscape; that the TLC shares the Commissioners' position that working farms and forests have a place in the

County's economic base; that forests and farms generate wealth from the food and fiber produced on them and support a web services as equipment sales, etc. that provide services and products to farms and forestland owners; that it is also a relatively inexpensive way to keep water and air clean; that there is an option to either protect the clean waters or clean up the dirty waters produced; that protecting land with productive farms and forests is a great way to keep air and water at a high quality in not having to spend the money to clean them up afterward; that protecting farms and forests cultivates a quality of life that attracts people to the community; that people enjoy the kinds of things that farms and forests provide including local produce and the views as one drives through the area; that this generates a workforce that attracts more businesses; that they want to strike a balance; that they want to grow and have places where they can live and work and achieve things important to them; that in order to do that, they need a balance for those things that conservation provides; that he is very happy to see that with the committee looking at ways to keep farms and forests in Chatham County, that balance can be achieved; that in keeping productive farms and forest as part of Chatham's landscape, has broad policy implications that may include having to look at the way that conservation easements are viewed from the property tax side of things; that he would like to offer and pledge Triangle Land Conservancy's support as local land trust to help the County navigate some of those waters and address some of those broader County-wide policy implications. He thanked the Board for the opportunity to speak with them and asked for any questions that they might have.

Mr. Tandy Jones distributed caps to the Board.

After considerable discussion, Commissioner Emerson moved to have a board certified general appraiser to look at the property.

The County Attorney explained that the appraiser would determine the value of the property. He stated that it is a question of valuation; that it is not a question of whether it is exempt; that the procedure is, that if one does not agree with the value of the Tax Assessor, it is carried to the Board of Equalization and Review; that if one does not agree with the Board of Equalization and Review, they have the right to go to the State Property Tax Commission for a hearing; that it is his understanding that in the proceedings this issue is now on the Phillips' land; that it is in another jurisdiction at this time on the question of valuation; that he feels that the land with the conservation easement on it would not bring as much as it would if a subdivision were built on it; that those are valuation issues; that it is not a question of whether it is taxable or whether it is exempt; that that is an open and shut question; that he feels that the County is in the proper location to get that decision from the Property Tax Commission; that many times the Property Tax Commission staff will contact local officials and land owners and attempt to reach a mutual agreement on values prior to their being an official hearing with the Property Tax Commission; that he is satisfied that that will be what happens; that he doesn't feel that anyone can say that the property in question is worth nothing; and that the laws and resolution of the Board put the burden on the Phillips to establish the value in accordance with established principals and guidelines. He stated that he feels that there is an orderly way to resolve the issue and it is being pursued; that several years ago the County valued some land and other property at less than its fair market value and the Utilities Commission said that since the County was charging taxes based on a percentage of the value, they were entitled to the same percentage because the Constitution states that all property will be taxed equally; that if a policy is made and someone challenges it, the County might be in the same boat; that the statute states that it has to be valued at its fair market value.

After further discussion, Commissioner Emerson withdrew his motion.

BREAK

The Chairman called for a short break.

PLANNING AND ZONING ISSUES

The Planning Director reviewed the proposed text amendments to the Chatham County Zoning Ordinance to replace conditional use zoning with conditional zoning and the proposed text amendments to the Watershed Protection Ordinance to include the 10/70 provision in the WS-IV Protected Area.

The Board directed the Planning Department to proceed with the public hearings to be held on November 21, 2005.

AMERICAN MOULDING UPDATE

The County Manager updated the Board on American Moulding stating that they were involved in a court proceeding filing Chapter 11. He stated that for the County, it means that the sewer lines which the Board had planned for that business and for Goldston in the future is at a standstill; that commerce will not continue to match the County's money to get the line in place until such time that American Moulding becomes stable and out of bankruptcy; that the question is, since this is a million dollar project, does the Board wish to pursue it as a Chatham County project to get sewer to the area or do they want to see what unfolds with American Moulding or some other company that might come.

Chairman Morgan stated that he had received an update that the court had approved their Chapter 11 plan; that both Sanford and Goldston would be in operation by the coming Friday; that their economics say that they are going to need the plant at Goldston; that they will still have their Goldston employees and will continue to grow as anticipated; that they will probably come out stronger after having been through Chapter 11; that the question is since the Department of Commerce is going to pull their portion of the grant, does the County want to continue; that they could possibly indemnify American Moulding for the 75 employees; that if American Moulding maintains at least 72 employees throughout, it would take until approximately spring or summer to finish, the County could be liable if American Moulding did not maintain the 75 employees; and the court has approved their total operation as of last Friday.

The County Manager stated that the County would have to borrow money if it was done; and that the County is very close to the funding process as it meets with the LGC this coming Wednesday.

Commissioner Emerson asked if they would be adding another \$750,000 to the total debt funding which might make the difference on the bond funding and the rating. He asked if the Board had to make a decision on the matter today stating that it would have to be financially feasible and that he would like to see some performance before the matter is decided.

Chairman Morgan stated that if the County does not participate in getting the line to Goldston, then Goldston will never be able to afford having waste water run.

The County Manager stated that there was now a "pump and haul" permit which would not last forever.

Commissioner Cross stated that even if the American Moulding effort falls through, the County is fortunate to have the four-lane highway which will be completed in approximately eighteen months; that he does not think that investing that money in the sewer would be a bad idea; and that it may be the only opportunity that there will be to have sewer along that road.

Chairman Morgan stated that he had talked with Tim Cunnup and asked him about the possibility that, if the County invested the money in the sewer lines, if Goldston could pay back a portion of the money.

Commissioner Cross asked if the Board might want to take on the project as an Economic Development area and have a chance to get sewer that would be financially feasible.

Chairman Morgan stated that there had been some talk with regard to a joint industrial park venture between Lee and Chatham Counties.

Commissioner Barnes stated that two things that govern Economic Development are water and sewer. He stated that the Board might have a hard time explaining why an additional three quarters of a million dollars in funds would be obligated to American Moulding when they had filed bankruptcy; and that he would want some recourse.

Chairman Morgan stated that when the owner returns from California, they will definitely talk with him so that they can have some further information by the next Board of Commissioners' meeting. He suggested that Mr. Cunnup meet with his board to pursue the matter.

Commissioner Emerson asked if the County Attorney could obtain copies of the financial papers filed with the court.

Commissioner Outz asked if the County could use their politicians in this matter.

BOARDS AND COMMITTEES

Recreation Advisory Board: Consideration of a request to appoint two members to the Recreation Advisory Board by Commissioner Emerson (1) and Commissioner Barnes (1)

Commissioner Emerson moved, seconded by Commissioner Outz, to appoint Art Kennedy, 1005 Parkwood Drive, Siler City, NC, to the Recreation Advisory Board. The motion carried five (5) to zero (0).

Commissioner Barnes deferred his appointment until a later date.

Human Relations Board: Consideration of a request to appoint a member to the Human Relations Board by Chairman Morgan (1)

Chairman Morgan moved, seconded by Commissioner Emerson, to appoint Kerri Bryant Erb, 105 Durham Eubanks Road, Pittsboro, NC, to the Human Relations Board. The motion carried five (5) to zero (0).

Appearance Commission: Consideration of a request to appoint a member to the Appearance Commission by Commissioner Outz (1)

Commissioner Outz stated that Mr. Phil Dark had agreed to serve on this committee if it does not meet on Wednesday nights. He is to check to see when the board meets and report back to the Board of Commissioners.

Affordable Housing Committee: Consideration of a request to appoint a member to the Affordable Housing Committee as per the Planning Board recommendation

This appointment was deferred until a later date.

OTHER:

Sheriff's Office Vehicles:

Commissioner Outz asked about the Sheriff's request to purchase seven vehicles for the Chatham County Sheriff's Office from Capital Ford under State contract totaling \$106,885.38. He asked how they received such a deal.

He was informed that the purchase was made on State contract and saved a lot of money on them.

Recreation Fees:

Commissioner Outz asked if the County could change the recreation fee so that they could get at least 25 or 30% to use as they see fit in other areas on recreation.

The County Attorney stated that he would research the matter.

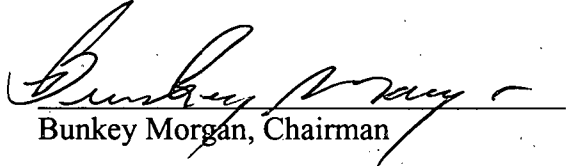
MPO Meeting:

Commissioner Cross stated that the American Tobacco Trail was the only Chatham County topic on the MPO agenda at their meeting during the prior week. He stated that Durham felt that they should receive all of the money and wanted more from Chatham; that

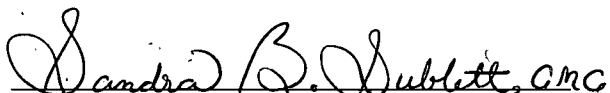
he told them that Chatham had no more to give; and that if they would like for the trail to stop at the Durham-Chatham line, that he was not going to be "hung" spending tax payers money on the American Tobacco Trail when Chatham does not have any citizens living close to it.

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 4:59 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
OCTOBER 17, 2005

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 October 17, 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 6:00 PM.

PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Morgan invited everyone present to stand and recite the Pledge of Allegiance after which Commissioner Barnes 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 explained that Item #14, Consideration of a request by the Chatham County Watershed Review Board for revisions to Sections 102, 301(F), and 304 (A) of the Chatham County Watershed Protection Ordinance will be considered at a later date; 15 Consideration of a request to appoint a member to the Appearance Commission by Commissioner Outz (1) that Item #17, Consideration of a request to appoint a member to the Affordable Housing Committee will be deferred until a later date; Item #16, Consideration of a request to appoint a member to the Human Relations Board by Chairman Morgan and Item #18, Consideration of a request to appoint two members to the Recreation Advisory Board by Commissioner Emerson (1) and Commissioner Barnes (1) were made during the afternoon Work Session.

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:

October 03, 2005 Regular Meeting
October 03, 2005 Work Session
October 03, 2005 Southeast Water District Board
October 03, 2005 Southwest Water District Board

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

2. **Resolution Setting Time and Place of Board of Commissioners' Meetings for 2006:** Consideration of a request to adopt a **Resolution #2005-53 Setting the Time and Place of Its Regular Meetings for the Chatham County Board of Commissioners for Calendar Year 2006**, attached hereto and by reference made a part hereof.

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

3. **Vehicle Purchase for Sheriff's Office:** Consideration of a request to approve the purchase of seven vehicles for the Chatham County Sheriff's Office from Capital Ford under State contract totaling \$106,885.38

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

4. **Preliminary Subdivision Approval of "Millcroft Cluster Homes" in Fearington:** Consideration of a request by Dan Sears, Sears Design Group on behalf of Fitch Creations, Inc. for subdivision preliminary review and approval of "Millcroft Cluster Homes (Fearington Section XV)", consisting of 37 lots on 15 acres, Williams Township

As per the Planning Department and Planning Board recommendation, preliminary approval of "Millcroft Cluster Homes" was granted with the following conditions:

1. Construction of the water lines shall not commence until staff has received a copy of the NCDWQ water line plan approval.
2. The final plat shall show an emergency, fire lane access with a minimum 12-foot wide travel way, from the end of the cul-de-sac in Cluster #1 to East Camden.
3. Curb and gutter of private streets shall stop at the right-of-way of Millcroft.

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

5. **Final Subdivision Approval of "Millcroft Cluster Homes, Close Two" in Fearington:** Consideration of a request by Fitch Creations for final subdivision review and approval of "Millcroft Cluster Homes, Close Two", consisting of three (3) lots, on .941 acres, located off Millcroft (public road), Williams Township

As per the Planning Department and Planning Board recommendation, final approval of "Millcroft Cluster Homes", Close Two" was granted as submitted.

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

6. **Final Subdivision Approval of "The Cottages at Stonegate, Phase II":** Consideration of a request by Pittman-Korbin, Inc. for final subdivision review and approval of "The Cottages at Stonegate, Phase II", consisting of 15 lots on 46 acres, located at the intersection of SR #1535, Gilmore Road and SR #1534, Poythress Road, Baldwin Township

As per the Planning Department and Planning Board recommendation, the final plat of "The Cottages at Stonegate, Phase II" was granted with the following conditions:

1. The plat not be recorded until the County Attorney has approved the financial guarantee.
2. The mylar copy of the plat shall display a voluntary agriculture district certificate.

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

7. **Final Subdivision Approval of "Windfall Creek, Phase I":** Consideration of a request by Van R. Finch, Surveyor on behalf of Contentnea Creek Development Company for final subdivision review and approval of "Windfall Creek, Phase I", consisting of 14 lots on 57 acres, located off SR #1716, Big Woods Road, New Hope Township

As per the Planning Department and Planning Board recommendation, final approval of "Windfall Creek, Phase I" was granted as submitted.

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

8. **Final Subdivision Approval of "Colvard Farms, Phase VIII":** Consideration of a request by Jeff N. Hunter for final subdivision review and approval of "Colvard Farms, Phase VIII", consisting of four (4) lots on 4 acres, located off NC Highway #751 and Colvard Farms Road, Williams Township

As per the Planning Department and Planning Board recommendation, final approval of "Colvard Farms, Phase VIII" was granted as submitted.

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

9. **Resolution to Exempt:** Consideration of a request to adopt **Resolution #2005-54 to Exempt Chatham County Sewer Feasibility Study Project From the Provisions of GS 143-64-31**, attached hereto and by reference made a part hereof.

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

END OF CONSENT AGENDA

PUBLIC INPUT SESSION

Joe Fraser, 4 Matchwood, Pittsboro, NC, stated that in the Chatham County Land Use Plan, there is a stipulation of specific nodes designated for commercial and retail development along the 15-501 Corridor; that the idea is that development should be at designated "nodes" along these roadways and not one strip mall after another; that the County needs a "Commercial Corridor Ordinance" for all three major roadways in the County on Highways #15/501, #64, and #421; that in the past few years, there has not been one proposal that was not approved; that he thinks the last rejection was Briar Chapel I; that he is asking the Board to put a moratorium on development until there is a Commercial Corridor Ordinance in place; that having such an ordinance would serve several purposes as follows: 1) Prevent commercial sprawl; 2) Offer guidelines to potential developers; 3) Reduce the amount of time, money, and effort that goes into individual requests; 4) Provide an opportunity for proactive consideration of this type of growth; that on December 11, 2003 in an e-mail, the Planning Director expressed his ideas and ended with, "I am confident that if first given the charge to proceed with such an effort by the Board of Commissioners, that the Planning Board under consensus will accomplish the task quite successfully."; that on December 12, 2003, George Lucier's e-mail expressed, "I think that your comments are right on target. We need to keep the whole county in mind as we embark on any planning activity. As we've discussed before, 64 and 421 corridors along with our southern section of 15/501 are ripe for development and we could hopefully get ahead of the curve and prevent some problems rather than just reacting to them." He further stated that preparedness and having a plan is essential for effective growth and development; that the Planning Board drafted the stream buffer requirements and it worked well; that he would like to ask the Board to consider the recommendation by Commissioner Cross for a moratorium on development until the County has the necessary infrastructure of a "Commercial Corridor Ordinance"; that in the December 10, 2003 discussion regarding Chatham Downs, Commissioner Morgan stated that "We (the Board of Commissioners) have not done the planning we should have for the 15/501 Corridor, but the developer should not be penalized for our sins of omission in the past." He asked that the Board not penalize the good citizens of Chatham County and issue a moratorium on development until the County has in place a "Commercial Corridor Ordinance.

PLANNING AND ZONING

Zoning and Ordinance Amendment:

Land Addition to Existing Business District: Consideration of a request by Rode Enterprises, Inc. to add .311 acres (13,548 square feet) to the existing B-1 Business District, located at the intersection of US Highway #1 and SR #1012, Pittsboro-Moncure Road in Haw River Township

The Board heard from the applicant and a couple of citizens regarding this issue.

After considerable discussion and as per the Planning Department recommendation, Commissioner Cross moved, seconded by Commissioner Barnes, to adopt **An Ordinance Amending the Zoning Ordinance of Chatham County**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Issues from September 19, 2005 Public Hearings:

Revision to Existing Conditional Use Permit: Consideration of a request by Danny Franklin Thomas for a revision to his existing Conditional Use Permit to condition #1 (a), to allow a one-year extension of time and revision to condition #17 to allow a five (5) year completion date and a revision to the existing signage allowed on the property

Commissioner Emerson moved, seconded by Commissioner Outz, to adopt **Resolution #2005-55 Approving an Application for a Conditional Use Permit Amendment for a Request by Danny Thomas**, attached hereto and by reference made a part hereof. The motion carried five (5) to zero (0).

Modification to Zoning District with Conditional Use Permit: Consideration of a request by Mark Ashness on behalf of Gaines Brothers of Chatham, LLC for a modification to a RA-40 zoning district with a Conditional Use Permit for a Planned Unit Development, "**The Homestead**", to add 50.6 acres of land to the RA-40 zoning district and nine (9) additional residential lots to the Planned Unit Development, located off SR #1716, Big Woods Road, New Hope Township

Commissioner Barnes stated that at the public hearing held on "The Homestead", he made a comment regarding how he felt on the issue; that the following day, Attorney Cindy Perry threatened the County with a lawsuit if he was allowed to vote; that she requested that he not be allowed to be in the room when the vote took place; that he was asked by the Chairman and County Manager in Closed Session to not vote on "The Homestead"; that he is not leaving the room; that the reason for his being asked to leave the room was so that he would not influence the vote; and that he thinks this shows the outlandish power that the developers have in the County, but that he will refrain from voting on the issue.

Commissioner Emerson moved, seconded by Commissioner Outz, to excuse Commissioner Barnes from voting on "The Homestead". The motion carried three (3) to one (1) with Commissioner Cross dissenting.

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 zero (0).

Commissioner Emerson moved, seconded by Commissioner Outz, to make the five required findings and adopt **Resolution #2005-56 approving an Application for a Conditional Use Permit for a Request by Gaines Brothers, LLC for The Homestead**, attached hereto and by reference made a part hereof. The motion carried four (4) to zero (0).

Cindy Perry, Attorney, stated that she appreciated the support of the Board; that she would like it to be known that she did not communicate any threat to sue the County; that she did deeply regret Mr. Barnes' statement at the public hearing and did question whether it communicated an appropriate vehicle for voting on the Board since he had expressed an opinion beforehand; that she would like for the record to state that she never threatened to sue the County nor that Mr. Barnes be asked to leave the room.

Conditional Use Business District with Conditional Use Permit: Consideration of a request by Baycorp Development, Inc. on behalf of Clarence M. Walters for a Conditional Use B-1 Business District with a Conditional Use Permit for various uses, consisting of one

(1) lot on approximately 4.6 acres, located off US Highway #15-501 North and SR #1532, Mann's Chapel Road, Baldwin Township

As per the Planning Department and Planning Board recommendation, Commissioner Emerson moved, seconded by Commissioner Cross, to adopt **An Ordinance Amending the Zoning Ordinance of Chatham County** and make the five required findings and adopt **Resolution #2005-57 Approving An Application for a Conditional Use Permit for a Request by Baycorp Development Inc.** The motion carried five (5) to zero (0). The ordinance and resolution are attached hereto and by reference made a part hereof.

Proposed Revisions to Watershed and Buffer Areas: Consideration of a request by the Chatham County Watershed Review Board for revisions to Sections 102, 301(F), and 304 (A) of the Chatham County Watershed Protection Ordinance

This item was deferred until a later date.

BOARDS AND COMMITTEES

Appearance Commission: Consideration of a request to appoint a member to the Appearance Commission by Commissioner Outz (1)

Commissioner Outz moved, seconded by Commissioner Emerson, to appoint Mr. Phil Dark, 9985 US Highway #64 West, Siler City, NC, to the Appearance Commission. The motion carried five (5) to zero (0).

Human Relations Board: Consideration of a request to appoint a member to the Human Relations Board by Chairman Morgan (1)

Action on this item was taken in the afternoon Work Session.

Affordable Housing Committee: Consideration of a request to appoint a member to the Affordable Housing Committee as per the Planning Board recommendation

Action on this item was deferred until a later date.

Recreation Advisory Board: Consideration of a request to appoint two members to the Recreation Advisory Board by Commissioner Emerson (1) and Commissioner Barnes (1)

Action on this item was taken in the afternoon Work Session.

MANAGER' S REPORTS

The County Manager had no reports.

COMMISSIONERS' REPORTS

Western Water Line:

Chairman Morgan asked about the western water line improvements by Hobbs, Upchurch, & Associates.

The County Manager stated that it would be ready at the next Board of Commissioners' meeting.

Capital Improvements:

Chairman Morgan stated that he would like to have an update, by the November 21, 2005 Board of Commissioners' meeting, on all County capital improvements, timing, and funding.

Water Status:

Commissioner Outz asked the status of water and if the trenching had been started.

The County Manager stated that it was targeted to begin the first of November.

Small Business Loans:

Commissioner Barnes stated that the Economic Development Commission has approved a committee for small loans to start small businesses. He stated that it is composed of three members on the Economic Development Board and three public members; that they will begin taking applications for small businesses up to \$5,000.00; and that he encourages anyone interested to bring it before that board.

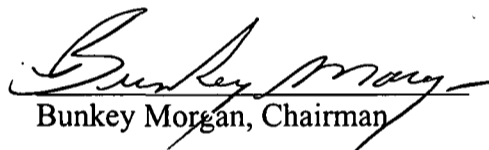
Sedimentation and Erosion Control Officer Position:

Mr. Bob Eby asked about the progress of the Sedimentation and Erosion Control position in the County.

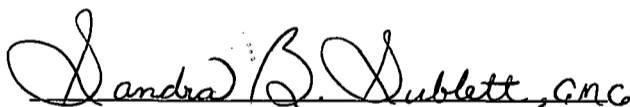
He was informed that the position was filled and would begin work on November 14, 2005.

ADJOURNMENT

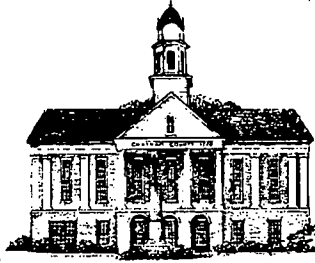
Chairman Morgan moved, seconded by Commissioner Emerson, to adjourn the regular meeting. The motion carried five (5) to zero (0), and the meeting was adjourned at 6:59 PM.


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 SETTING THE TIME AND PLACE OF ITS REGULAR MEETINGS FOR THE CHATHAM COUNTY BOARD OF COMMISSIONERS FOR CALENDAR YEAR 2006

WHEREAS, G. S. 153a-40 provides the manner by which the Board of Commissioners may establish regular meeting dates; and

WHEREAS, in order that the Board, staff and public may plan as far in advance as is practical and reasonable the Board of Commissioners has deliberated the establishing of a meeting schedule for calendar year 2006; and

WHEREAS, the Board believes that this is the most appropriate manner to schedule the meetings to conduct the public's business.

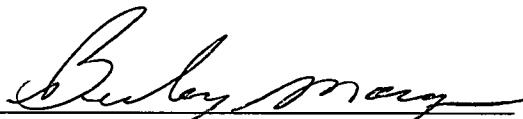
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Chatham, North Carolina that:

SECTION 1. The meeting schedule shown as Attachment A to this resolution shall be the official schedule of regular meetings for the Chatham County Board of Commissioners for calendar year 2006.

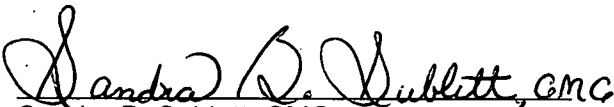
SECTION 2. Such schedule shall be posted in a location at or near the District Court Room at the Courthouse Annex, the place of the Board of Commissioners regular meetings; be distributed to the local news media, and be kept on file by the Clerk to the Board of Commissioners in the County Manager's Office.

SECTION 3. Any Subsequent changes to those schedule shall be made, posted, and distributed in accordance with G. S. 153A-40 and G. S. 143-318.12.

Adopted this, the 17th day of October, 2005.

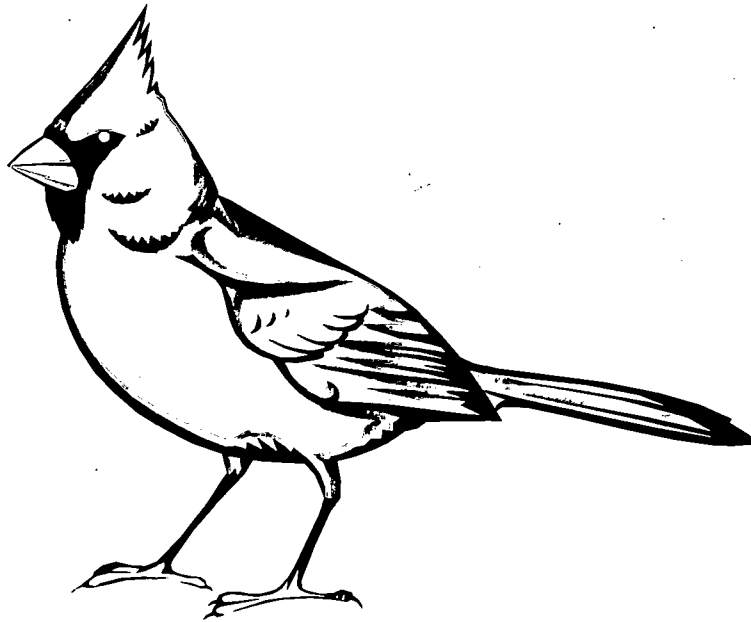

Bunkey Morgan, Chairman

ATTEST:


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

**Chatham County Board of Commissioners
Official Schedule for Regular Meetings
For Calendar Year 2006**

<u>Date</u>	<u>Day</u>	<u>Time</u>	<u>Location</u>
January 3, 2006	Tuesday	9:00 AM	Agriculture Building Auditorium, Pittsboro, NC
January 17, 2006 (M. L. King, Jr. B'day-16 th)	Tuesday	6:00 PM	District Courtroom, Courthouse, Pittsboro, NC
February 6, 2006	Monday	9:00 AM	Agriculture Building Auditorium, Pittsboro, NC
February 20, 2006	Monday	6:00 PM	District Courtroom, Courthouse, Pittsboro, NC
March 6, 2006	Monday	9:00 AM	Agriculture Building Auditorium, Pittsboro, NC
March 20, 2006 NACo Legislative Conf.- March 4-8, 2006	Monday	6:00 PM	District Courtroom, Courthouse, Pittsboro, NC
April 3, 2006	Monday	9:00 AM	Agriculture Building Auditorium, Pittsboro, NC
April 17, 2006	Monday	6:00 PM	District Courtroom, Courthouse, Pittsboro, NC
May 1, 2006	Monday	9:00 AM	Agriculture Building Auditorium, Pittsboro, NC
May 15, 2006	Monday	6:00 PM	District Courtroom, Courthouse, Pittsboro, NC
June 5, 2006	Monday	9:00 AM	Agriculture Building Auditorium, Pittsboro, NC
June 19, 2006	Monday	6:00 PM	District Courtroom, Courthouse, Pittsboro, NC
July 17, 2006 Summer Conf. July 15-19, '06	Monday	6:00 PM	District Courtroom, Courthouse, Pittsboro, NC
August 7, 2006	Monday	9:00 AM	Agriculture Building Auditorium, Pittsboro, NC
August 21, 2006	Monday	6:00 PM	District Courtroom, Courthouse, Pittsboro, NC
September 5, 2006 Labor Day - Sept. 4, 2006	Tuesday	9:00 AM	Agriculture Building Auditorium, Pittsboro, NC
September 18, 2006	Monday	6:00 PM	District Courtroom, Courthouse, Pittsboro, NC
October 2, 2006	Monday	9:00 AM	Agriculture Building Auditorium, Pittsboro, NC
October 16, 2006	Monday	6:00 PM	District Courtroom, Courthouse, Pittsboro, NC
November 6, 2006	Monday	9:00 AM	Agriculture Building Auditorium, Pittsboro, NC
November 20, 2006	Monday	6:00 PM	District Courtroom, Courthouse, Pittsboro, NC
December 4, 2006	Monday	9:00 AM	Agriculture Building Auditorium, Pittsboro, NC
December 18, 2006	Monday	6:00 PM	District Courtroom, Courthouse, Pittsboro, NC
January 02, 2007 New Year's Day, Jan. 01, '07	Tuesday	9:00 AM	Agriculture Building Auditorium, Pittsboro, NC



State of North Carolina
Holiday Schedule
2006

2006 Holiday Schedule		
Holiday	Observance Date	Day of Week
New Year's Day	January 2, 2006	Monday
Martin Luther King, Jr's Birthday	January 16, 2006	Monday
Good Friday	April 14, 2006	Friday
Memorial Day	May 29, 2006	Monday
Independence Day	July 4, 2006	Tuesday
Labor Day	September 4, 2006	Monday
Veteran's Day	November 10, 2006	Friday
Thanksgiving	November 23 & 24, 2006	Thursday & Friday
Christmas	December 25 & 26, 2006	Monday & Tuesday



ADMINISTRATIVE OFFICE OF THE COURTS
HUMAN RESOURCES

HON. RALPH A. WALKER
DIRECTOR

PO BOX 2448
RALEIGH, NC 27602

KENNETH W. WILLIAMS
HUMAN RESOURCES OFFICER

DAVID F. HOKE
ASSISTANT DIRECTOR


PHONE: (919) 662-4300
FAX: (919) 662-4310

March 7, 2005

RECEIVED
HUMAN RESOURCES DIVISION
MARCH 10 2005

MEMORANDUM

TO: Elected Officials and Hiring Authorities of the
Judicial Branch of Government

FROM: Hon. Ralph A. Walker 

SUBJECT: Calendar Year 2006 Holiday Schedule

The holiday schedule for the Judicial Branch of Government for 2006 is the same as for the Executive Branch, allowing for eleven holidays.

New Year's Day	January 2, 2006	Monday
Martin Luther King, Jr.'s Birthday	January 16, 2006	Monday
Good Friday	April 14, 2006	Friday
Memorial Day	May 29, 2006	Monday
Independence Day	July 4, 2006	Tuesday
Labor Day	September 4, 2006	Monday
Veteran's Day	November 10, 2006	Friday
Thanksgiving	November 23 & 24, 2006	Thursday and Friday
Christmas	December 25, & 26, 2006	Monday and Tuesday

Please remember that any variation in this schedule could result in overtime and premium pay costs, for which funds have not been budgeted. For this reason, any adjustment or change in this holiday schedule must be approved in advance by me. After receiving such approval, should court be held on a scheduled holiday requiring some of your employees to work, the employees will be granted an alternate day off, plus holiday premium pay. Please contact the AOC Human Resources Division if this occurs to determine who is eligible for holiday premium pay, and the procedures necessary to make appropriate payments.

Please inform all employees of this new schedule. In an office or courthouse where a bulletin board exists, please display this schedule for the benefit of all employees.

RAW/cjl

**RESOLUTION TO EXEMPT
CHATHAM COUNTY SEWER FEASIBILITY STUDY PROJECT
FROM THE PROVISIONS OF GS 143-64-31**

WHEREAS, North Carolina General Statute 143-64.32 provides the unit of local government may, in writing, exempt particular projects where an estimated professional fee for architectural, engineering, and/or surveying services is in an amount of thirty thousand dollars (\$30,000) or more from the provisions of North Carolina General Statute 143-61.31 stating the reasons therefore and the circumstances attendant thereto; and


WHEREAS, the estimated professional fee for these services for this project is as follows:

- Chatham County Sewer Feasibility Project \$80,000

WHEREAS, the work involved will be closely interconnected to the water lines currently installed throughout the County of which Hobbs and Upchurch has been involved with the water system and has provided engineering services throughout, therefore bringing continuity in proceeding with the new project.

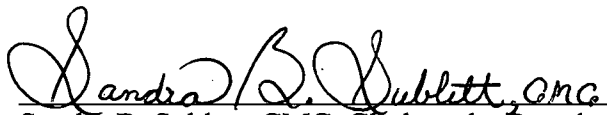
NOW THEREFORE, BE IT RESOLVED that the Chatham County Board of Commissioners exempts this project for the provisions of North Carolina General Statute 143-64.31.

Adopted this 17th day of October 2005.



Bunkey Morgan, Chairman

ATTEST:


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

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF CHATHAM COUNTY**

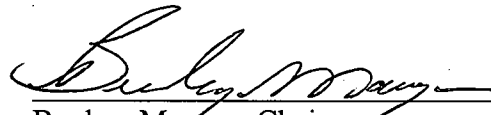
WHEREAS, the Chatham County Board of Commissioners has considered the application of Rode Enterprises, Inc. to amend the zoning map of Chatham County to rezone the property described on Exhibit A attached hereto and incorporated herein by reference from RA-40, Residential-Agricultural District (.311 acres) to B-1, Business District and finds that the amendment is consistent with the comprehensive plans of Chatham County; and

WHEREAS, the Board finds that the uses allowed would be suitable for the property proposed for rezoning;

BE IT ORDAINED by the Board of Commissioners of Chatham County as follows:

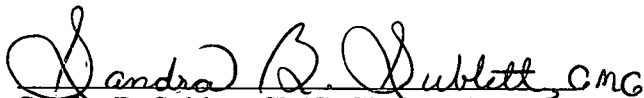
1. The Application to rezone the property described in Exhibit A attached hereto and incorporated herein by reference and generally referred to as being .311 acres located at the intersection of US Highway 1 and SR 1012, Pittsboro-Moncure Road be rezoned from RA-40, Residential-Agricultural District to B-1, Business District be approved.
2. This ordinance shall become effective upon its adoption.

Adopted this 17th day of October, 2005.



Bunkey Morgan, Chairman

ATTEST:



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

A RESOLUTION APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT AMENDMENT FOR A REQUEST BY DANNY THOMAS

WHEREAS, Danny Thomas, has applied to Chatham County for an amendment to a conditional use permit for a certain tract or parcel of land containing approximately 1.435 acres on Highway 64 East for use as a self-storage facility mini-warehouse storage facility with related retail and services (moving truck rental) as indicated in the Application; and

WHEREAS, the Chatham County Board of Commissioners, based upon the competent, substantial and material evidence in the record 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 an amendment to 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 Danny Thomas attached hereto and incorporated herein by reference with specific conditions as listed below:


Stipulations Specific to the Application

That the 17 conditions approved as part of the original application approved on August 16, 2004 remain in force with the following exceptions

1. Condition #1 is revised to allow a one-year extension of time.
2. Condition #17 is revised to allow a five (5) year completion dates.
3. The signage may be allowed to be increased after a recommendation by the Appearance Commission and action by the Board of County Commissioners.

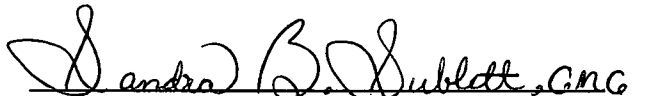
BE IT FURTHER RESOLVED that the Board of Commissioners of the County of Chatham hereby approves the application for a conditional use permit in accordance with the plans and conditions listed above.

Adopted this the 17th day of October, 2005.



Bunkey Morgan, Chairman

ATTEST:



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

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF CHATHAM COUNTY**

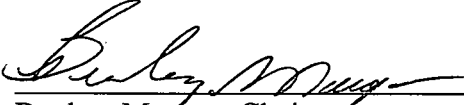
WHEREAS, the Chatham County Board of Commissioners has considered the application of Gaines Brothers of Chatham, LLC to amend the zoning map of Chatham County to rezone the property described on Exhibit A attached hereto and incorporated herein by reference from RA-5, Residential-Agricultural District to RA-40, Residential-Agricultural District and finds that the amendment is consistent with the comprehensive plans of Chatham County; and

WHEREAS, the Board finds that all of the uses allowed would be suitable for the property proposed for rezoning;

BE IT ORDAINED by the Board of Commissioners of Chatham County as follows:

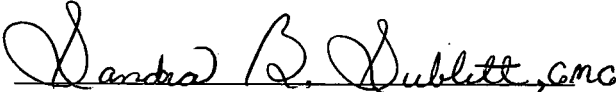
1. The Application to rezone the property described in Exhibit A attached hereto and incorporated herein by reference and generally referred to as being 50.6 acres located off of SR 1716, Big Woods Road be rezoned from RA-5, Residential-Agricultural District to RA-40, Residential-Agricultural District be approved.
2. This ordinance shall become effective upon its adoption.

Adopted this 17th day of October, 2005.



Bunkey Morgan, Chairman

ATTEST:



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

EXHIBIT A

Section titled Legal Description in the Modification to Application for Conditional Use Permit, Planned Unit Development, Chatham County, North Carolina, The Homestead at Jordan Lake dated August 22, 2005 and attached hereto and incorporated herein by reference.

A RESOLUTION APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT FOR A REQUEST BY GAINES BROTHERS, LLC FOR THE HOMESTEAD

WHEREAS, Gaines Brothers, LLC has applied to Chatham County for a conditional use permit for a certain tract or parcel of land containing approximately 50.6 acres on SR 1716, Big Woods Road for use as a Planned Unit Development as indicated in the Homestead Application for a modification to an existing conditional use permit; and

WHEREAS, the Chatham County Board of Commissioners, based upon the competent, substantial and material evidence in the record 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 revised plan of The Homestead attached hereto and incorporated herein by reference with specific conditions as listed below:

Stipulations Specific to the Application

1. A the time of subdivision preliminary review, public utility access easements shall be shown to the adjoining properties to the west.

Stipulations Specific to the Development

2. Construction Deadlines. This permit shall automatically expire on the second anniversary of its issuance unless (a) construction has commenced; or (b) a timely filed application for an extension of time has been approved by the County.
3. Land Use Intensity. This special use permit approves:

i. Gross Land Area	627.6 Acres (50.6 Added)
ii. Maximum Number of Dwelling Units	463
4. 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.
5. Storm Water Management. A storm water management plan shall be approved by the County prior to issuance of a Zoning Determination Permit, and the developer is required to provide the County with final plans and an impervious surface calculation sheet. The developer shall construct storm water management control measures sufficient to serve the project area prior to issuance of a Certificate of Occupancy.
6. Fire flow. A fire flow report indicating adequate design shall be approved by the Chatham County Fire Marshal. Adequate fire flow shall be demonstrated prior to issuance of a certificate of occupancy. Any final plan shall indicate adequate access for pumper trucks.
7. 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 State and Federal Government Approvals

8. Permits. Any required State or Federal permits or encroachment agreements, including a commercial driveway permit(s) from NC DOT be obtained and copies submitted to the County Planning Department prior to the issuance of a Zoning Determination Permit.

9. Improvements. Off-site improvements required by N.C. DOT or any other agency shall be constructed at no cost to the County including the traffic improvements as stated in the most recent Traffic Impact Analysis and others as deemed warranted by the NCDOT following its analysis.

Stipulations Regarding Required Improvements

10. Utilities.

- a. The developer shall demonstrate availability of adequate water and wastewater supplies to serve the property and plans for provision of the same shall be approved by the County prior to issuance of a Zoning Determination Permit. Such plans shall be in conformity with any County policies then in effect and the developer shall pay all fees and charges associated with the project, including then current utility fees, review and inspection charges prior to issuance of a Zoning Determination Permit or final subdivision plat approval, whichever is earlier. The entire cost of extending public utility services if desired or required under County regulations shall be borne by the developer.
- b. Adequate wastewater service for the project area shall be determined and approved by the appropriate regulatory agency prior to final subdivision plat approval.

11. Stages. If desired, the applicant may construct the project in stages or phases. Each such stage shall be subject to approval by the County pursuant to its subdivision regulations. No final plat of a stage or phase of the development shall be approved if there is any uncorrected violation of any provision of this permit.

12. Erosion Control. An erosion and sedimentation control plan 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 preliminary subdivision plat approval.

13. Silt Control. The applicant shall take appropriate measures to prevent and remove the deposit of wet or dry silt on adjacent paved roadways.

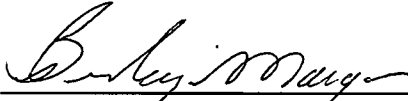
14. Appeal. The County shall be under no obligation to defend any action, cause of action, claim, or appeal involving the decision taken herein. In the event a response is authorized by the County concerning this resolution, or any action to enforce the provisions hereof, the applicant, its successors 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.

15. 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.
16. Continued Validity. The continued validity and effectiveness of this approval was expressly conditioned upon the continued Determination with the plans and conditions listed above.
17. Non-Severability. If any of the above conditions is held to be invalid, this approval in its entirety shall be void.
18. 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.

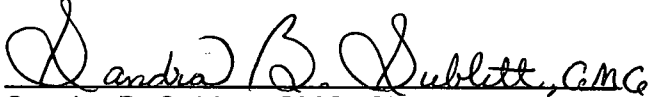
BE IT FURTHER RESOLVED that the Board of Commissioners of the County of Chatham hereby approves the application for a conditional use permit in accordance with the plans and conditions listed above.

Adopted this the 17th day of October, 2005.



Bunkey Morgan, Chairman

ATTEST:



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

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF CHATHAM COUNTY**

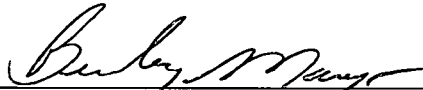
WHEREAS, the Chatham County Board of Commissioners has considered the application of Baycorp Development, Inc. to amend the zoning map of Chatham County to rezone the property described on Exhibit A attached hereto and incorporated herein by reference from RA-40, Residential-Agricultural District (4.6 acres) 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 4.6 acres located off U.S. Highway 15-501 North and SR 1532, Mann's Chapel Road 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 October, 2005.



Bunkey Morgan, Chairman

ATTEST:



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

EXHIBIT A

Property identified as a tax parcel #2641 and comprising approximately 4.6 acres.

A RESOLUTION APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT FOR A REQUEST BY BAYCORP DEVELOPMENT INC.

WHEREAS, Baycorp Development, Inc., has applied to Chatham County for a conditional use permit for a certain tract or parcel of land containing approximately 4.6 acres off of U.S. Highway 15-501 North and SR 1532, Mann's Chapel Road for various uses 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 Baycorp Development, Inc. attached hereto and incorporated herein by reference with specific conditions as listed below:

Stipulations Specific to the Application

1. The following uses shall require a conditional use site plan review: automobile repair garages - automobile sales and service - automobile service stations - bait and tackle shops - boat, trailer and other utility vehicle sales and service - feed, seed, fertilizer retail sales - landscaping and grading business – motorcycle sales and service - open air sales and service of accessory buildings and gazebos and like free-standing structures - self-storage facility – and swimming pool and related items sales and service.
2. The following uses shall be prohibited:
Amusement enterprises such as pool, bowling, roller rink when housed entirely with a permanent structure - Bus passenger stations - Funeral homes, embalming, crematoria - Fur storage - Hotels, motels, inns - Laundries, laundromats and dry cleaning - Mobile home sales and service – Pawnshops – Radio and television stations and their towers
3. Prior to any land disturbing activities, other agency permits, if applicable, must be obtained and copies furnished to staff, i.e. Chatham County Environmental Health Permit, NCDOT commercial driveway permits, NCDENR erosion control permit, Chatham County Public Works water line plan approval and NCDWQ authorization to construct, etc.
4. All lighting must conform to the Chatham County Draft Lighting Ordinance.
5. Signage shall have a maximum height of 20 feet above the ground at its base and shall otherwise conform to Section 13.7, Signs Permitted in the B-1, Business District, of the Chatham County Zoning Ordinance.
6. A revised site plan shall be furnished to staff prior to issuance of a building permit to include specific signage location(s) and size and shall include a 15 foot wide, type A, Opaque landscape buffer or a 10 foot wide enhanced landscape buffer on the southern property boundary, except where natural vegetation exist that provides an opaque buffer. The revised plan shall also include a 10 foot wide, Type B, Semi-opaque buffer on the northern property boundary adjacent to the Citgo/Pantry property. If in the future, the natural, existing vegetation as shown on the site plan is reduced in size to the minimum 15 foot wide buffer, and under story plantings do not provide an opaque screening, applicant shall be required to install plantings to provide said opaque screening. All required landscaping shall be installed prior to the issuance of a certificate of occupancy for the structure. Landscaping shall be property maintained and replaced when needed.
7. A paved driveway connection from the applicant's property to the southern property line of the Citgo/Pantry property to the north is required. The Planning staff encourages applicant and the owner of the Citgo/Pantry property to work

together to open and complete the driveway connection so as to allow for interior traffic movement between the properties. The location of the driveway stub to the property line shall be shown on the revised site plan.

8. Storm water management plan shall be as specified in the application.
9. This permit shall automatically expire on the second anniversary of its issuance unless (a) construction has commenced after the issuance of a Zoning Determination and Building Permit; or (b) a timely filed application for an extension of time has been approved by the county.

Stipulations Specific to the Development

10. 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.
11. 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

12. 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.
13. Silt Control. The applicant shall take appropriate measures to prevent and remove the deposit of wet or dry silt on adjacent paved roadways.
14. 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.

15. 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.
16. Continued Validity. The continued validity and effectiveness of this approval was expressly conditioned upon the continued Determination with the plans and conditions listed above.
17. Non-Severability. If any of the above conditions is held to be invalid, this approval in its entirety shall be void.
18. 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 October, 2005.



Bunkey Morgan, Chairman

ATTEST:


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

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.

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