

MINUTES
TOWN OF PITTSBORO
BOARD OF COMMISSIONERS
SPECIAL MEETING
MONDAY, AUGUST 6, 2007
7:00 P.M.

Mayor Randolph Voller called the meeting to order and asked for a moment of silence.

ATTENDANCE

Members present: Mayor Randolph Voller, Commissioners Max G. Cotten, Pamela Baldwin, Clinton E. Bryan, III, Gene T. Brooks and Chris Walker.

Other staff present: Clerk Alice F. Lloyd and Attorney Paul S. Messick, Jr.

Mayor Voller asked that items 2 thru 7 be conducted before item 1 (closed session).

Motion made by Commissioner Walker seconded by Commissioner Baldwin to move item 2 thru 7 before item 1 (closed session).

Vote Aye-5 Nay-0

FISCAL YEAR 2006-2007 AUDIT CONTRACT

Attorney Messick stated the previous contract was with Bobby Wood, he was a sole proprietor although Mrs. Ward was the person primarily involved in the audit. Since he is no longer with us it seems appropriate to have a contract with the new firm which is called Ward and Foust, CPA, PA. It is for the same price and terms.

Motion made by Commissioner Cotten seconded by Commissioner Brooks to accept the contract with Ward and Foust, CPA as presented.

Vote Aye-5 Nay-0

SEWER JET PURCHASE

Attorney Messick stated this is to replace the existing sewer jet that we have, only this one is much larger. The lowest of the three bids is the one from Rodders and Jet Supply Company. It has 4 or 5 hours of service on it and that would be Mr. Poteat's recommendation. It was included in the budget. Mr. Poteat would like to go ahead and order this. We are supposed to be doing a sufficient amount of work the remainder of this fiscal year and apparently the existing jet is not adequate to do a substantial amount of work. (Bids - Rodders and Jet Supply Company - \$51,300.00 plus tax; J. F. McDermott Corp - \$55,000.00 plus tax and Bahr Sales, Inc. - \$54,900.00 plus tax).

Motion made by Commissioner Brooks seconded by Commissioner Walker to accept the lowest bid for the sewer jet as recommended by Mr. Poteat.

Vote Aye-5 Nay-0

INTERLOCAL RECREATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING WITH CHATHAM COUNTY

Mayor Voller stated he understands they have the check waiting for us.

Attorney Messick stated Chatham County has revised the previous Memorandum of Understanding that the board approved. Attorney Messick went over the changes. He stated the changes are mostly superficial except that in the Memorandum of Understanding they would like to be able to use the facility for some public recreation programs but they would be notifying the town no later than the 20th day of each month with dates and time of activities they wish to conduct. The Town would agree to use its best efforts to assist the County in coordinating the use of the facility. In regards to the Interlocal Agreement there are no changes.

Commissioner Cotten asked about item #8.

Attorney Messick stated we have proposed that it end in 2009. They wanted a longer term and proposed 2017, and that it would automatically renew in 2 year increments but may be terminated by either party on 90 days notice. The only change is to extend it from 2009.

Mayor Voller asked what would happen if while sponsoring a program at the facility there was substantial damage. Attorney Messick stated if it was their program, they would be responsible for it.

Motion made by Commissioner Cotten seconded by Commissioner Walker to approve the Interlocal Recreation Agreement and Memorandum of Understanding with Chatham County. He stated they have added enough that it can be nullified.

Vote Aye-5 Nay-0

Agreements:



STATE OF NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

COUNTY OF CHATHAM

FOR RECREATION FACILITIES

To preserve the agreements and undertakings for facilitating a mutual cooperation regarding recreational facilities and programs, THE TOWN OF PITTSBORO ("Town") and the COUNTY OF CHATHAM ("County") enter into this MEMORANDUM OF UNDERSTANDING FOR RECREATIONAL FACILITIES, and agree as follows:

1. The Town has certain property located at the corner of McClennahan and Pittsboro Elementary School Roads ("the Facilities") which is developed for recreation purposes and specifically for use as public tennis courts and basketball facilities.

2. The Town is currently engaged in the renovation and improvements of the Facilities with a cost in excess of \$122,000.00.

3. The County is interested in providing recreational facilities and programs for its citizens and has offered to assist the Town in providing recreation programs and facilities for the Town's citizens, in return for allowing citizens of the County to have access to the Town's Facility at McClennahan Road.

4. The County will assist the Town by reimbursing the Town for \$60,000.00 for capital expenditures in renovating and constructing the Facility in consideration of the terms and conditions set forth herein.

5. The Town shall offer to the County the opportunity to use the Facilities for its public recreation programs and services. To exercise this opportunity, the County shall contact the Town's recreation director no later than the 20th day of each month with specific dates, times and recreational activities the County desires to conduct at the Facilities. The Town agrees to use best efforts to assist the County in coordinating the County's use of the Facilities.

6. The Town shall maintain the Facilities in good working order and will keep them in a clean, safe and useful condition for the public's use.

7. The Town will erect appropriate signage recognizing the contributions of the Chatham County Board of Education, Chatham County and the Town of Pittsboro

STATE OF NORTH CAROLINA

INTERLOCAL RECREATION AGREEMENT

COUNTY OF CHATHAM

THIS AGREEMENT entered into this _____ day of _____, 2007 by and between TOWN OF PITTSBORO, a North Carolina municipal corporation organized and existing under N.C.G.S. Chapter 160A ("Town) and COUNTY OF CHATHAM, a North Carolina body politic and corporate created under N.C.G.S. Chapter 153A ("County");

WITNESSETH:

WHEREAS, the Town owns recreation facilities and property within the Town's limits that are being developed and used for purposes of providing parks and recreation facilities to its residents of all ages. These facilities are managed and maintained by the Town; however the facilities are used by many individuals and groups from outside the municipal limits of the Town of Pittsboro; and

WHEREAS, the County currently has an established recreation program designed to provide recreation services to all of the people within its territorial boundaries, including the residents of the Town; and

WHEREAS, the County and Town would like to maintain a mutually beneficial relationship regarding recreational facilities by which they may work together to reach common objectives without duplicative effort and expense;

NOW, THEREFORE, for good and valuable consideration as is set forth in that certain Memorandum of Understanding of even date, the Town and the County, acting pursuant to N.C.G.S. § 153A-444, N.C.G.S. § 160A-355 and N.C.G.S. § 160A-460 et seq., thereby agree as follows:

1. The County authorizes the Town to have a representative appointed to the County Recreation Advisory Board.

2. The County shall exercise due consideration and attention in the coordination of the development of its recreational facilities and programs to compliment the existing recreational facilities and programs of the Town.

4. The parties may elect to jointly fund and operate certain recreation programs or facilities.

5. Future requests for services may originate with either party and shall be approved by the governing bodies of both parties and evidenced by a written memorandum of understanding or addendum to this agreement.

6. The staff of the parties shall be encouraged to cooperate in the provision of any services established under subsequent memoranda or addenda.

7. Additional parties may be included in this agreement.

8. This Agreement shall commence as of the date hereof for a term ending June 30, 2017. This Agreement shall be automatically renewed for consecutive two (2) year terms, but may be terminated by either party upon 90 days notice. Termination of this Agreement shall not automatically terminate: a). any future contract between the parties for the provision of services; b). construction of facilities; or c). the operation of programs and facilities. The parties must specify the future status any such contract upon termination.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the day and year first above written.

**MEMORANDUM OF UNDERSTANDING
THE ABUNDANCE FOUNDATION**

Ms. Tami Schwerin was present. Ms. Schwerin stated a draft report has been prepared and will be reviewed by Town Staff. They did find some things that would save energy/money.

Commissioner Cotten stated he still hasn't changed his mind. He feels it was a waste, because you will have to have money to implement the changes recommended. What did you find out about the motors.

Ms. Schwerin stated that they are mostly variable speed motors, which is what is recommended. She stated John Poteat is very highly regarded by the experts.

Motion made by Commissioner Walker seconded by Commissioner Bryan to approve the Memorandum of Understanding with the Abundance Foundation.

Vote Aye-5 Nay-0

Memorandum of Understanding:

This Memorandum of Understanding is entered into this the 11 day of July, 2007, by and between the Town of Pittsboro, North Carolina ("Town"), a North Carolina Municipal Corporation, and the Abundance Foundation, Inc. ("Foundation"), a not-for-profit charitable corporation as defined by North Carolina corporation as defined in North Carolina General Statute Sec. 55A-1-40(4).

WHEREAS, the Foundation was established in 2007 to "increase public awareness of sustainable energy usage, fund projects to harness, use and benefit from sustainable energy sources, and to encourage conservation and alternative energy paradigms"; and

WHEREAS, the Foundation has made a proposal to the Town Board for a program to conduct an audit of the Town's energy usage in order to provide suggestions for changes in the town's energy consumption that will allow the Town to realize energy savings; and

WHEREAS, the Foundation has arranged for the Town to receive the energy audit for a reduced fee by the National Center for Appropriate Technologies ("NCAT"); and

WHEREAS, Town has agreed to accept the Foundation's proposal and to participate in the energy audit and to implement the suggested changes.

UNDERSTANDING OF THE PARTIES

NOW, THEREFORE, the undersigned have reached the following understanding regarding the energy audit:

1. The Foundation shall pay the full cost of the energy audit to NCAT, which is the sum of Two Thousand Dollars (\$2,000.00).
2. The Town shall provide the following information to NCAT and the Foundation by July 9, 2007 for each facility owned, leased or maintained by the Town:
 - Name and address of facility
 - Square footage
 - Copies of actual bills for the previous twelve (12) months for electric, natural gas, propane, water and/or other fuel costs
 - Photographs of each facility, all elevations (sides) of the building
 - Date of construction and major renovations (if any) for each building
 - Contact information for each facility maintenance person (name, address, phone, email)
3. The Foundation shall coordinate with NCAT and cause the energy audit to be conducted on July 13, 2007.
4. The Town shall make available the appropriate personnel to meet with the NCAT engineer and the Foundation on July 13, 2007 so that the audit may be conducted.
5. The Town shall undertake to implement the changes suggested by the NCAT audit for energy consumption, provided that such changes are practical and affordable.
6. Upon the Town's documentation that it has realized savings of One Thousand Dollars (\$1,000.00) pursuant to the implemented energy consumption changes recommended by NCAT, the Town shall make a donation to the Foundation in the amount of One Thousand Dollars (\$1,000.00).

IN WITNESS WHEREOF, the undersigned accept the terms of this Memorandum of Understanding as of the day and year first above written.

**APPOINTMENT OF TOWN REPRESENTATIVE FOR
CHATHAM COUNTY CENSUS DRESS REHEARSAL**

Commissioner Cotten stated he would serve if the board would agree to it.

Motion made by Commissioner Walker seconded by Commissioner Baldwin to appoint Commissioner Cotten as the Town's representative for Chatham County Census Dress

Rehearsal.

Mayor Voller asked if there were any stipulations on the appointee, whether they had to be a board member or citizen. Attorney Messick said it was not a stipulation.

Vote Aye-5 Nay-0

**APPOINTEMENT OF TOWN REPRESENTATIVE FOR
CHATHAM COUNTY HUMAN RELATIONS DIRECTOR
SELECTION PROCESS**

Commissioner Baldwin said she would like to serve.

Motion made by Commissioner Brooks seconded by Commissioner Walker to appoint Commissioner Baldwin as the Town's Representative for the Chatham County Human Relations Director Selection Process.

Vote Aye-5 Nay-0

HUA

Attorney Messick stated short of a regular agenda he would like to have a workshop with HUA. It would probably take a couple of hours.

Commissioner Cotten stated the quicker the better.

Attorney Messick stated he had gotten some dates from HUA, Tuesday August 21 and Wednesday August 22. Commissioner Walker stated the 15th and 21st are out for him. Mayor Voller asked what about Thursday August 23rd. Attorney Messick stated they said they have August 21 and 22 open. Commissioner Cotten stated Thursday's are out for him. It was requested that Attorney Messick see if they could do it on August 23rd.

Commissioner Brooks stated he would like for them to provide the Board, in writing:

1. Services they have provided to the Town.
2. Rationale behind them and were they required by the State
3. Cost of the services

Commissioner Cotten stated he has questions about all six contracts.

Commissioner Baldwin stated she thinks Commissioner Brooks' questions were great.

Mayor Voller stated he would like for the report to show where we are at this point. He would like to have this information in advance.

Attorney Messick stated he knew they were planning to have a power point presentation.

Jim Hinkley stated he was walking down in front of Realty World on First Sunday and the trash cans had not been emptied. He got trash bags and emptied the cans – there were roaches and maggots everywhere. There were cans and bottles throughout the trash (which he took out). This was on the West Side of Hillsboro. He would like for us to look at doing something about this. They said the trash cans were not emptied on Friday. He also would like to see some recycling bins on the sidewalk.

Attorney Messick stated we can not impede the sidewalk too much.

The Board asked that staff check into recycling bins for downtown and to periodically check on the trash cans downtown to see if they need emptying. That we look into providing the businesses with rollouts that will be placed on the Capital Bank end for pick up.

Mayor Voller stated he received a request from Chatham Together to host a 3 on 3 Basketball Tournament on the Tennis Courts on August 17. He would like to get board approval.

Attorney Messick stated the rules say that one court has to be open for the public at all times.

Attorney Messick stated to have them get in touch with him.

CLOSED SESSION

Motion made by Commissioner Cotten seconded by Commissioner Baldwin to go into closed session pursuant to GS 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of the Manager for the Town of Pittsboro.

Vote Aye-5 Nay-0

Motion made by Commissioner Walker seconded by Commissioner Cotten to come out of closed session.

ADJOURNMENT

Motion made by Commissioner Walker seconded by Commissioner Cotten to adjourn.

Vote Aye-5 Nay-0

Randolph Voller, Mayor

ATTEST:

Alice F. Lloyd, CMC, Town Clerk