

MINUTES  
TOWN OF PITTSBORO  
BOARD OF COMMISSIONERS  
REGULAR MEETING  
MONDAY, JANUARY 27, 2014  
7:00 PM

Mayor Bill Terry called the meeting to order and called for a moment of silence.

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was led by Commissioner Farrell.

**ATTENDANCE**

Members present: Mayor Bill Terry, Mayor Pro Tem Pamela Baldwin, Commissioners Jay Farrell, Michael Fiocco, Bett Wilson Foley and Beth Turner.

Staff present: Manager Bryan Gruesbeck, Clerk Alice F. Lloyd, Attorney Paul S. Messick, Jr., Planner Stuart Bass, Finance Officer Mandy Cartrette, Police Chief Percy Crutchfield and Engineer Fred Royal.

**CONSENT AGENDA**

Motion made by Commissioner Fiocco seconded by Commissioner Turner to approve the consent agenda with the corrections submitted for the minutes  
The Consent Agenda contains the following items:

Approve minutes of the November 25, 2013 Regular Meeting, December 9, 2013 with correction to page 25 7<sup>th</sup> paragraph from bottom to read ... Chatham Park as an indicator...; Regular Meeting, December 19, 2013 with the correction on page 12 third paragraph to read ...so it would not be r-o-w; page 13 fourth paragraph to read ...undeveloped land if it has no demand for services; and to add the following to the discussion on annexation: To him it's a no brainer. If you didn't want to annex raw land then you could delay the annexation until some effective date. He thinks the language in the plan protects the town and allows the town to grow in an orderly and consistent basis.

Attorney Messick said if there are any services to be provided to the developer's property they are going to provide them. The streets, water and sewer and we will provide police and fire protection.

Attorney Messick said he don't think you can delay it unless there is a separate agreement as to when it is going to be effective. He doesn't exactly remember what the exact time is (maybe one year) but it would be in the new near future.

Commissioner Fiocco stated he heard recently that Durham has now established that annexations can be effective ten years out.

Attorney Messick said it is usually effective when the property is developed and that is what they are going to be asking for when they come in with subdivision/site plans.

Mayor Terry said there are costs associated with annexing forested land. We don't know how many miles of roads are out there. We don't know what conditions those roads are in. We don't know which are private or which are state roads or if the town will get maintenance responsibilities on them.

Attorney Messick said no sir there are still private and state maintained roads. They are not your road until you accept them. No one has offered them. They are going to build new roads.

Commissioner Farrell said we are not going to annex until there is something there to annex, correct. Attorney Messick said on day one there may not be anything there yet. It would be in anticipation of development.

Mr. Culpepper said they will put the petition before the town and the town will make the decision on the effective date.

Mayor Terry said a cost benefit analysis should be done before we commit to annexing forested land on day one. Attorney Messick said you don't have to say yes.

Commissioner Fiocco said in the Master Plan the idea of the small area plans which are to be developed prior to development beyond the threshold of 15% the development proposed for any particular area. There are 27 small areas in the plan. They have to do a financial analysis as a part of the small area plan; Workshop, January 11, 2014 Strategic Planning Session and January 13, 2014 Regular Meeting with the following corrections page one from Beth to Bett (under attendance); page 10 third paragraph from bottom ...walkway as part... We have an encroachment agreement... and on page 12 second paragraph from bottom ...possible from Hillsboro Street...

Motion carried 5-0

2. Adopt Ordinance Amending the FY 2013-2014 Budget for Unemployment Charges.

Motion carried 5-0

3. Adopt Ordinance Amending the FY 2013-2014 Budget for General Fund Charges to Water and Sewer Fund for Administrative Support.

Motion carried 5-0

4. Adopt Ordinance Amending the FY 2013-2014 Budget for Recreation Fee in Lieu of Dedicated Park Space.

**AN ORDINANCE AMENDING THE FY 2013-2014 BUDGET FOR UNEMPLOYMENT CHARGES IS RECORDED IN THE BOOK OF ORDINANCES NUMBER ONE, PAGE 6**

**AN ORDINANCE AMENDING THE FY 2013-2014 BUDGET FOR GENERAL FUND CHARGES TO WATER AND SEWER FUND FOR ADMINISTRATION SUPPORT IS RECORDED IN THE BOOK OF ORDINANCES NUMBER ONE, PAGE 7**

**AN ORDINANCE AMENDING THE FY 2013-2014 BUDGET FOR RECREATION FEE IN LIEU OF DEDICATED PARK SPACE IS RECORDED IN THE BOOK OF ORDINANCES NUMBER ONE PAGE 8**

Ordinances read as follows:

ORDINANCE AMENDING THE  
TOWN OF PITTSBORO  
2013-2014 OPERATING BUDGET

Be it ordained by the Board of Commissioners of the Town of Pittsboro in regular session assembled on the 27th day of January, 2014.

**Appropriation of Funds for Unemployment Charges**

Section 1. That the following **GENERAL FUND REVENUE** be increased by the amount indicated:

103990010	Fund Balance Appropriated	\$5,600.00
<b>TOTAL</b>		<b>\$5,600.00</b>

Section 2. That the following **GENERAL FUND EXPENDITURES** be increased by the amount indicated:

104200080	Unemployment Compensation	\$1,350.00
104800080	Unemployment Compensation	300.00
104900080	Unemployment Compensation	450.00
105100080	Unemployment Compensation	2,800.00
105400080	Unemployment Compensation	700.00
<b>TOTAL</b>		<b>\$5,600.00</b>

Section 3. That the following **WATER AND SEWER FUND REVENUE** be increased by the amount indicated:

303990010	Fund Balance Appropriated	\$ 4,100.00
<b>TOTAL</b>		<b>\$4,100.00</b>

Section 4. That the following **WATER AND SEWER FUND EXPENDITURES** be increased by the amount indicated:

307200080	Unemployment Compensation	\$ 250.00
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308100080	Unemployment Compensation	1,450.00
308200080	Unemployment Compensation	1,000.00
308300080	Unemployment Compensation	1,400.00
<b>TOTAL</b>		<b>\$4,100.00</b>

ORDINANCE AMENDING THE  
TOWN OF PITTSBORO  
2013-2014 OPERATING BUDGET

Be it ordained by the Board of Commissioners of the Town of Pittsboro in regular session assembled on the 27th day of January, 2014.

**Appropriation of Funds from General Fund Balance to Recreation Fee Paid in Lieu of Dedicated Park Space to Account for Restricted General Fund Balance**

Section 1. That the following **GENERAL FUND REVENUES** be increased by the amount indicated:

103990010	Fund Balance Appropriated	\$2,000.00
103650001	Recreation Fee-Pay in Lieu of	2,000.00
<b>TOTAL</b>		<b>\$4,000.00</b>

ORDINANCE AMENDING THE  
TOWN OF PITTSBORO  
2013-2014 OPERATING BUDGET

Be it ordained by the Board of Commissioners of the Town of Pittsboro in regular session assembled on the 27th day of January, 2014.

**Elimination of Transfer of Funds from Water & Sewer Fund to General Fund and Adjustment of Salary Expenditures**

Section 1. That the following **GENERAL FUND REVENUE** be decreased by the amount indicated:

103720000	Administrative Fees	\$192,466.00
<b>TOTAL</b>		<b>\$192,466.00</b>

Section 2. That the following **GENERAL FUND EXPENDITURES** be decreased by the amount indicated:

104200020	Salaries	\$192,360.00
104800020	Salaries	34,155.00
<b>TOTAL</b>		<b>\$226,515.00</b>

Section 3. That the following **GENERAL FUND EXPENDITURE** be increased by the amount indicated:

105400020	Salaries	\$34,049.00
<b>TOTAL</b>		<b>\$34,049.00</b>

Section 4. That the following **WATER AND SEWER FUND EXPENDITURES** be decreased by the amounts indicated:

308100025	General Fund Admin Support	\$109,706.00
308200025	General Fund Admin Support	82,760.00
308300020	Salaries	6,968.00
<b>TOTAL</b>		<b>\$199,434.00</b>

Section 5. That the following **WATER AND SEWER FUND EXPENDITURES** be increased by the amount indicated:

307200020	Salaries	\$199,434.00
<b>TOTAL</b>		<b>\$199,434.00</b>

### **REGULAR MEETING AGENDA**

Motion made by Commissioner Turner seconded by Commissioner Fiocco to approve regular agenda as presented.

Vote Aye-5 Nay-0

### **CITIZENS MATTERS**

Esta Cohen – 688 Van Thomas Road, Pittsboro read the following into the record: I am Esta Cohen, Chair of the Chatham County Ag Advisory Board. I reside on Van Thomas Rd., Pittsboro.

I am here once again to address the potential impact of the Chatham Park Development on our shared water resources, and its impact on Agriculture.

In 2013, The Chatham County BOC voted unanimously to approve Targeted Employment and Farmland Preservation as the long term directional planning strategy for the County. There is a reason that the Chatham County Commissioners voted to preserve our farmland... We provide food, locally, regionally and nationally.

We are a significant economic presence.

For Agriculture to survive, we need our underground water resources. Agriculture needs water; our communities need water. A large number of Chatham County homes and businesses rely on wells.

To ignore the possibility of putting any of this in jeopardy without the appropriate impact studies being done before the plan as it is presently written is accepted, cannot be justified.

The impact that Chatham Park will have on our shared underground water resources is simply not addressed in the Chatham Park Master Plan, and I do not see how we can go forward without concrete information.

Page 13 of the plan tells us that there will be water towers, and the map shows us that there will be at least two of them. It does not say how large they will be, or where the water will be coming from. It does state, however, that the Town of Pittsboro will be responsible for providing that 4.4 mgd of drinkable water.

The master plan projects an additional 2 mgd for non-potable uses. We would like to ensure that our underground water resources will not be tapped for this; simply put no wells. And if you are looking at wells to supply any portion of the needs of Chatham Park, that nothing be considered without those impact studies being done first.

Do not forget, that the 70% impervious surface on a 7200 acre development will in itself significantly divert an awful lot of rainfall from its usual path.

Take a look at Page 18 of the plan, where stormwater controls are discussed; you can picture that the rainfall which now falls evenly on 7200 acres, finding its way down to wherever it's been going, will now be collected and go I don't know where.

But you should know; and you should at least be asking those questions, before approving this Master Plan.

Dr. Frans Verhagen – 321 Carolina Meadows- Chapel Hill, NC stated it was very important to have the proper process for public engagement and the town should have a policy engagement policy. He recommended that the Mayor and Board of Commissioner hire a consultant for the public engagement policy.

### **OLD BUSINESS**

### **ABC BOARD OPERATIONS REPORT AND 2<sup>ND</sup> QUARTER DISTRIBUTION CHECKS (JIM NASS)**

Mr. Nass said on behalf of his fellow board member Ned Kelly, General Manager Nancy Gooch, Financial Officer Faye Ward, and our entire staff, he was pleased to provide you with a report at the half way point of the fiscal year.

Financial Revenues:	This year	Last Year	Difference	%change
Pre liquor tax	\$613,161	\$518,780	\$94,381	plus 18%
With liquor tax	\$575,857	\$496,093	\$79,764	plus 16%

Taxes paid				
Total Tax	\$168,553	\$135,127	\$33,326	plus 25%
Operating Expenses	\$ 74,852	\$ 84,074	(\$ 9,222)	-12%
Distributions	\$ 43,839	\$ 15,399	\$ 28,440	

Mr. Nass stated in addition to their operating accounts, they still have not touched their savings account in the amount of \$64,000 despite their sales floor building rehab last year and their support space building rehab this year.

He stated they just replaced the last of the very old fragile galvanized plumbing from the parking lot into the building and within the building. In addition they capped off and removed the old plumbing fixtures in the back of the store and installed a water shut off valve in the event of an emergency.

Mr. Nass said they continue to monitor what is happening in and around Pittsboro so that they can be prepared to respond to customer needs.

He said last year was the first year of living with the new landscaping at the store. All in all, they thought it went well and added to the appearance of the store. They continue to believe that the appearance of the store exterior is important to the image projected for both those who shop at the store and those visiting or transiting through Pittsboro, especially those entering town from the south. They are reviewing their experience last year and will be removing some plants and adding others and trying to develop a better system for day to day maintenance.

He said the 2<sup>nd</sup> quarter distribution checks for the town total \$10,795 and he presented them to the Mayor.

Mr. Nass said if there is any feedback from the Commissioners or staff, they would be pleased to receive it.

Commissioner Turner said she rode by today and the mural on the window looks fantastic! She said it is really eye catching.

Commissioner Foley said she went in the store before the holidays and she thought it was great how you had a section of local distillery's products.

Mr. Nass said they try to support the NC beverage industry. He said that is growing leaps and bounds.

Mayor Terry said he would like to thank Mr. Nass and his fellow board members for their great success over the last year and a half.

Mayor Terry said for those of you who do not know it our ABC Store had come under fire and we come very close to losing it a couple times over the last 5-6 years.

Mayor Terry thanked them for the turnaround at the store.

## **CORNWALLIS COMMONS POCKET SUBDIVISION (SD-2012-02) (STUART BASS)**

Planner Bass stated this is a subdivision proposal based on the design that is specified in the Pocket Neighborhood amendment to the zoning ordinance. Pocket neighborhoods are clustered groups of neighboring houses or apartments gathered around a shared open space, a garden courtyard, a pedestrian street, or a series of joined backyards. They can be in urban, suburban or rural areas. Residents surrounding this common space take part in its care and oversight, enhancing a felt and actual sense of security and identity.

Planner Bass stated this amendment was approved June 25<sup>th</sup>, 2012. The original concept plan for this particular development was presented and discussed at that time.

Planner Bass said the Town Board of Commissioners voted to approve a request for wastewater allocation on November 13, 2012. At the time it was broken down into four 4-bedroom homes and six 3-bedroom homes and 480 gallons of wastewater per day.

Planner Bass said Hydrostructures, PA has reviewed the plan and provided comments. The Fire Marshall and Fire Chief have also reviewed the plan, also the Town Engineer and Utilities Director. Revisions were made based on the comments provided. The layout shown and planned improvements are acceptable and the proposal meets the terms of the Pocket Neighborhood ordinance amendment.

Planner Bass said staff recommended approval and the Town Planning Board recommended approval on January 6, 2014.

Planner Bass said the board was provided the following description by the applicant:

### **Cornwallis Commons Narrative from Orange Communities, LLC**

Cornwallis Commons is a "Pocket Neighborhood" being proposed on a 3.36 acre tract at the current terminus of E. Cornwallis Street, east of the intersection with Windsong Drive. At the time of this narrative, the site contains three lots; one previously developed single-family residence, a second single-family residence currently under construction, and a third larger lot which is undeveloped and will be sub-divided as part of this project. The proposed development will consist of a total of 12 single-family residences, common open space and community amenities, a twenty-seven space parking area, and all associated utilities and storm water facilities.

Orange Communities, LLC introduced this conceptual preliminary plan to the Planning Board and Board of Commissioners in 2012, and in June of that year the Board of Commissioners approved the "Pocket Neighborhood Ordinance" under which these construction drawings are submitted. Pittsboro's PNO allows and encourages smaller, closer neighborhoods that will enhance the character and livability of our community. The housing units prescribed by the ordinance and planned for this development provide a smaller alternative to those typically being offered in new conventional subdivisions.

Our thoughtful, collaborative approach to this project has resulted in a plan that captures both the spirit and letter of the ordinance. Our emphasis on low-impact development techniques, sustainable design and construction, and beautifully landscaped and functional spaces is evidenced and detailed in these construction drawings, and we are proud and pleased to present them for your approval. This project is designed in accordance with all Town of Pittsboro requirements, as well as any other regulatory agency requirements. The intent of this project narrative is to give an overview of the project and identify the aforementioned design requirements, as well as how they are being met. The standards have been broken into groups for ease of review.

### **Land Use**

The Pocket Neighborhood designation is a “Use by Right” within the parcel’s R-10 zoning. This project meets the Goals & Vision of the Land Use Plan by creating a community that is compact and pedestrian oriented, integrates principles of sustainability into both the site and building design, and protects sensitive lands and water all while keeping the small, rural, & natural feel that Pittsboro cherishes.

The project meets all requirements of the Zoning Ordinance and Subdivision Regulations including lot size, density, building setbacks, max built upon area, open space requirements, tree save requirements, parking, signage, landscaping, and site lighting.

### **Site Amenities**

The project includes a variety of on-site features and amenities intended to enhance both the functionality and sense of community with which the project is focused. Covered parking spaces will be provided for residents in three separate carports. Residents and visitors enter the common space thru a covered gateway that will house mailboxes, a community bulletin board, and small carts for transporting groceries and other items. A network of sidewalks and pathways will link the homes with the landscaped rain gardens and the natural protected areas. A large covered shelter will be anchored in the rock outcropping at the northern end of the main commons. A small area will be set aside for a community garden. A walled-off corner of the parking lot will house the household waste and recycling area.

### **Site Access**

The project proposes improvements to E. Cornwallis Road, making it a paved, public roadway, built to Town and NCDOT standards, along the project frontage. A paved, private entrance road and parking area, built to Town standards, are also proposed. All internal roadways and parking areas are designed to allow full access for Fire, EMS and First Responders, as well as for Town maintenance vehicles.

The site is also very pedestrian oriented. As a major tenet of the Pocket Neighborhood, all the parking for the community is on the periphery of the site, with access to the living and community spaces being accessed via sidewalks and paths. The project also proposes the dedication of a greenway easement along the western boundary, which would allow for future extension of a greenway trail that could connect with the existing Robeson Creek Greenway system.

### **Utilities**

The project proposes to tie to existing Town utility infrastructure, both water and sewer, to serve this site. Water will be provided to the site via tapping the 8” water main that was extended as part of constructing the first residence in this project. A Town maintained, public waterline will

be extended up to the water meters, with the water service lines after that being privately maintained per Town Standards. Since a portion of the public waterline will be in a private roadway, the required public utility easements have been coordinated with Town Staff and are being provided.

Sewer will be provided to the site by tying to the existing 8” sanitary sewer main that runs directly to the treatment plant. A public-private system that has proven effective for developments of this size and nature, and has been permitted jointly through NCDENR and municipalities in the past, is being proposed. A Town maintained, 8” public sewer line will tie to the existing sewer outfall and run up along the northern portion of the developed area. Smaller, privately maintained sewer services will tie into the public main. The sewer is designed in a manner that minimizes cost, impact, and maintenance, while properly serving residents. The proposed design has been discussed with Town Staff, and all were in support.

### **Stormwater Management, Riparian Buffers, & Floodplains**

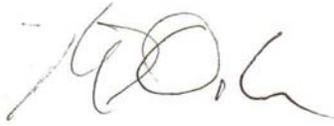
The site is in the Jordan Lake Watershed, Haw River sub-watershed, and is designated as a Water Supply Watershed (WS-IV PA). Runoff from the site discharges to Robeson Creek. This project is subject to regulations written by the North Carolina Department of Environment and Natural Resources – Division of Water Quality (NCDENR-DWQ) as well as the Town of Pittsboro. The proposed development is required to meet all sections of these regulations including water quality and water quantity.

The design uses Low Impact Development (LID) stormwater practices to help meet the stormwater requirements. The site incorporates three bio-retention cells, also known as “rain gardens”, into the community open space areas, as well as a level spreader with vegetated filter strip near the northern portion of the developed area in the Robeson Creek corridor. The benefit from using these practices is many-fold. First, it mimics natural hydrology by capturing and treating run-off near the source, rather than piping it to a larger pond. Second, the features are landscaped and integrated into the project so that they become an integral part of the space. Most people don’t even know that they are stormwater features. Lastly, since they are integrated into the developed area, they allow for more sensitive and natural area to be left as is, without the need to take up additional land for stormwater ponds.

This project is also subject to the Town of Pittsboro’s Flood Prevention Ordinance and the Riparian Buffer Protection Ordinance. There is a FEMA mapped floodplain on site per FIRM Panel 3710974100J, dated February 2nd, 2007. A small amount of work is to be done in the floodplain in order to construct the public sewer outfall, the dam for bio-retention cell #3, and the level spreader. All are allowable uses, and based on the required grading there is actually a net decrease in fill in the floodplain. In addition, all habitable dwellings are a minimum of 10’ above the floodplain elevation. All proposed work is outside of the required riparian buffers, and the site design actually leaves an average of roughly 50’ of additional undisturbed buffer along the Robeson Creek corridor.

I am hopeful that this project narrative has helped to clarify the vision of the project and that approval is forthcoming. These plans reflect the thoughtful and much-appreciated input from both Town staff and the Planning Board, and all of them are satisfied with the numerous revisions that have been made and fully support this project proceeding. If you have any questions or need additional information, please feel free to contact me directly at 919.530.9511 or [mike.dasher@orangecommunities.com](mailto:mike.dasher@orangecommunities.com).

Respectfully submitted,



Mike Dasher  
Managing Partner  
Orange Communities, LLC

Planner Bass said there was also included a memo from the Town Engineer, Utilities Director and Hydrostructures. He said the utilities memo made reference to a manhole and that technical detail has since been revised and changed.

Commissioner Farrell said he spoke with the Fire Chief earlier today because he was concerned about the distance from the parking to the back area. He understands that you all are sprinkling those homes and that is wonderful.

Commissioner Farrell said he would also comment that you all have been very good to work with (Fire Chief said).

Planner Bass said they have had a lot of table time around this project because it is so unique and different.

Mayor Terry stated that answered one of his concerns. His other concern was it has been known since we have been discussing this. The close proximity to the wastewater treatment plant he hopes in marketing homes you provide some disclosure to potential buyers that they are 150-200 yards from the WWTP.

Mike Dasher, Orange Communities, LLC stated one thing he would like to do to help mitigate that (he has spoken with John, Fred and Randy) is about possibly replacing the existing chain length fence on the town's side of the creek with a solid sound wall and also doing some additional landscaping there.

Mayor Terry said any measures taken will be appreciated. He said what he doesn't want is for a buyer after purchasing a home to call Manager Gruesbeck and complain they didn't know a WWTP was there.

Mr. Dasher said this time of year it's hard to miss.

Commissioner Fiocco said it will be hard to miss in the summer as well but with a whole new sensory system kicking in at that point.

Mr. Dasher said the residents out there now are not bothered, he hasn't heard a single complaint about it.

Motion made by Commissioner Turner seconded by Commissioner Baldwin to approve the Cornwallis Commons Pocket Subdivision (SD-2012-02).

Commissioner Fiocco stated he really likes this project and looks forward to seeing it happen. He was joking with the developer out in the hallway that he thought this had the opportunity to be a very expensive project to build. He said he thinks things they have done to overcome the grade changes out there really have great possibilities for a really stunning, beautiful place. He thinks it is going to be nice to see.

Commissioner Fiocco said he knows there is some filling happening in the floodplain. Is there any additional permitting required for that filling? Mr. Royal said we are to confirm any filling in the floodplain which is allowed by FEMA. They are meeting the standard of whatever they bring in they have to take out.

Commissioner Fiocco said BMP #1 & #2 go out to a level spreader and BMP#3 just discharges straight to the buffer and is this project subject to the new Jordan Rules we adopted. Therefore, the diffuse flow is not a requirement, is that correct.

Landon Lovelace, design engineer, said BMP #1 & #2 and everything from the parking lot go to a level spreader. Part of that is because of the layout of the stormwater. He said BMP #3 has diffused flow it just has rip rap aprons there.

Commissioner Fiocco said he is not familiar with DENR recognizing rip rap aprons as diffused flow.

Mr. Royal said pre-formed scour hole will work. That is the standard.

Commissioner Fiocco said the point really is he doesn't think you are subject to a diffused flow requirement on this project. So he commends you for doing it. At BMP #4 if you could modify the flared ends & rip rap section to the pre-formed scour hole Mr. Royal is talking about he thinks that would be better if you could do that because that would provide some diffused flow.

Landon Lovelace said another reason they used a dissipater. There if you look at the location of BMP#3 and where the existing outfall is there is a pretty deep draw so trying to get anything flat there is hard to do. He said they can certainly do a scowl hole.

Commissioner Fiocco asked where the accessible parking would be, should a homeowner have that requirement. Because he noticed the slopes on the parking lot are pretty steep.

Landon Lovelace said it is his understanding since these are private, fee simple lots for sale none are required.

Commissioner Fiocco said if there is anything you can do to flatten out some of those parking spaces it would be appreciated. He knows it is not a requirement but it could be a future need for a resident.

Commissioner Fiocco stated the other questions are about shared easements and power utility easements. He asked if the power company agreed to this arrangement and if so, would you

provide documentation of that. And, to even if they have, he questions whether the town really wants to do this. Whether or not we want to have a sewer easement wherein another utility might come in and bore a hole straight through our sewer pipe.

Commissioner Fiocco said when he looked at the plans the overhead lines measures about five feet of separation from that sewer line. He questions our desire to maintain a system that has that at risk. He asked Mr. Messick if we had any other sewer easements where we allow other public or private utilities to run within and parallel with the easement. Not just crossing. Crossings are typical but run in the same easement it is just a conflict of needs there. We need to have full control of that easement to maintain that system.

Commissioner Fiocco said quite frankly he thinks they would want the same to maintain their system. He has a big concern about both of these co-existing in the same foot print and the need for backhoes and excavators to get out there and be cognate of the other utility. And ours is going to be hard to remember, you are not going to see it because it's underground.

Commissioner Fiocco said and with that he wouldn't bring up a problem without a possible solution. But it seems that the sewer line could shift about 30 ft. downstream and possibly still come up and join on the line you have running in a north easterly direction.

Mr. Dasher said Duke Power has given them permission to do that. He hasn't received the official letter from them but he has emails he can provide to you to substantiate that. He said they do require some distance and that is 10 ft. from their pole which they haven't updated the plans to reflect that.

Mr. Lovelace said the existing utility poles shown in there that are coming down the side will be relocated. He said the pole locations are not set yet. But if you look at the utility plan it says a minimum of 10 ft. separation shall be maintained from the new power poles.

Mr. Lovelace said with the respect of multiple utilities in the same corridor it happens all the time. All the poles are overhead and they have significant foundation systems, there is not really anything underground. He said they have room within the easement to try shifting it as far away from the power line as they can. He said he thinks you kinda balance the fact that they are right down from Robeson Creek Watershed and there is an existing corridor that is already cleared, there is a power line and try to stay within that and try not to take down more just in vegetation or have service outside the area is ecologically sensible.

Commissioner Fiocco said he can appreciate the idea that in a urbanized setting the utilities will be close together. He images that is probably making reference to a public right-of-way. But he thinks in this which would clearly be an outfall where it is more rural. He thinks it can be avoided.

Attorney Messick said the easement is not exclusive and neither is Duke Energy's exclusive. So it can be used for anything the property owner wants to do as long as it is not inconsistent or unreasonable to the use that has been allowed. This is an overhead line it is not an underground line. They would have to get a new easement for putting anything other than a overhead line in.

Attorney Messick said if the town already has a sewer line in there theoretically there could be some conflict between the power pole and the sewer line but he don't see that it is necessarily a problem.

Commissioner Foley said it seems like that would be the most efficient way to do it.

Mr. Lovelace said the sewer is only 4-5 feet deep. So that is not a very wide corridor if you needed to get down to it. You are not talking about an outfall that's 20 feet deep and would require excavation equipment.

Commissioner Fiocco asked how high the power lines are. Mr. Lovelace said he was not sure. Commissioner Fiocco said he was concerned about our guys digging and forgetting there is a power line overhead. Mr. Lovelace said he can appreciate that point but if you go on East Cornwallis now there are power lines over head the manholes.

Commissioner Fiocco said he expects the plan will get approval this evening and you will come back with staff to do construction drawings and permitting. If you would look at that and re-access that to see if it is a feasible option for you he thinks if we can avoid the joint easement it would be cleaner and we would be better off.

Commissioner Foley said maybe the solution would be to mark the sewer line in some way. Mr. Lovelace said they are very clearly marked because the manholes are sticking up above the ground.

Vote Aye-5 Nay-0

### **INTERLOCAL AGREEMENT WITH CHATHAM COUNTY FOR SOIL EROSION AND SEDIMENTATION**

Manager Gruesbeck stated back in October, Staff presented a Town of Pittsboro Soil Erosion Control Program and a draft Interlocal agreement between the Town of Pittsboro and Chatham County for informational review. Town Staff, the Town Attorney and County Staff have subsequently reviewed the attached Agreement and finalized language that would allow the Town of Pittsboro to use Chatham County's Soil Erosion and Sedimentation and Control Ordinance.

The document also formalizes building code enforcement as well as fire prevention and protection.

Manager Gruesbeck said Mr. Royal has additional comments about how it would work.

Manager Gruesbeck stated they are requesting tonight that the Board review and approve the Interlocal Agreement with Chatham County and will forward the same to the Chatham County Board of Commissioners for review and approval.

Mr. Royal said this has been looked at for several years. We believe it's a good time to do this with the onset of new development and the fact that Chatham County has an excellent local sedimentation erosion program with two full time staff members.

He said the biggest benefit the town would receive would be service to the developer, contractor and the citizens. Whenever they can enter a job site any day of the week and work with the contractor dealing with problems that we have seen recently in some projects that could offset. It saves everyone time and money and it keeps sediment from entering streams. He said that is the whole intent of the program.

Mr. Royal said the question is how can the county do all of this legally. He said the Interlocal Agreement would take care of that. The Chatham County Ordinance is specific for Chatham County not for Pittsboro so there is a clause in the Interlocal Agreement that describes if there is any kind of legal matters associated with a penalty or violation then the Town Board of Commissioners would take up any type of grievance or action that is required by ordinance.

Mr. Royal stated he has been working with Chatham County staff and they seem to be excited participants. He said all funding would go to the county so the town would not have to worry about handling the money.

Mr. Royal said the agreement does have to go to Chatham County Board of Commissioners for their approval and if it is approved it will then go to the State of NC DENR and the Sedimentation Control Commission for their approval. He thinks eventually it has to go to the Environmental Management Commission for approval also.

Mr. Royal said Pittsboro would go from the State of NC being our jurisdiction to Chatham County. He said that may take 4-5 months.

Manager Gruesbeck asked once that goes to the State for their review and hopefully approval, at what point would we actually be able to use the ordinance locally? Mr. Royal said he believes it would be as soon as Environment Management Commission signs off on it, then it could go into effect. He said it might also depend on what Chatham County's resolution says if they have one.

Commissioner Farrell said you said the fees would go straight to the County. Is there a possibility the county would be sending us a charge or fee? Or is that going to cover it completely (fees). Mr. Royal said it will cover it completely.

Commissioner Baldwin stated in #11 it indicates the town shall pay for all costs. What type cost are they referring to there. Mr. Royal said the way it's supposed to work is all fees, charges and cost are paid from the applicant to the County just like for any permit application.

Commissioner Fiocco said he thinks that sentence is referring to town owned properties or facilities. So if the town were acting as the developer then we would have to pay.

Commissioner Fiocco said he would like to follow up on Commissioner Farrell's comment because he had the same comment based on some representation that has been made to him that the County's program through its fees is self sustaining. Attorney Messick said he has heard that but it's not correct. Commissioner Fiocco said he is basing a lot of what he's doing on the idea that these fees are covering it and in fact they won't be coming back to us for funding.

Attorney Messick said the agreement states the only time the town has to pay anything is when there are issues of enforcement and that depends on what the board decides.

Commissioner Fiocco said that seems reasonable to him assuming we agree it's worth defending. Attorney Messick said right.

Commissioner Fiocco said the board could decide if this is a fight we don't want to fight. Commissioner Fiocco asked were there any other expenditures the county would anticipate we would contribute. If in fact we understand the program at present the fees pay for those two staff members to do the inspections, plan reviews and all that stuff. And by taking on Pittsboro that will remain the same because if not he would like to better understand what likely expenditures would be expected of the town.

Attorney Messick said he is not aware of any expenditures the town would be expected to contribute other than in terms of enforcement actions. Attorney Messick said it is very similar to what they do with the building code enforcement and fire inspections. They have been doing them for years this just puts something in writing.

Motion made by Commissioner Foley seconded by Commissioner Turner to approve the Interlocal Agreement with Chatham County for Soil Erosion and Sedimentation Control and forward the agreement to Chatham County Board of Commissioners for review and approval.

Vote Aye-5 Nay-0

Interlocal Agreement reads:

**NORTH CAROLINA**

**CHATHAM COUNTY**

**THIS INTERLOCAL AGREEMENT** (this "Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **CHATHAM COUNTY**, a body politic and corporate of the State of North Carolina (the "County") and the **TOWN OF PITTSBORO**, a North Carolina municipal corporation located in Chatham County, North Carolina (the "Town");

**WITNESSETH**

**WHEREAS**, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the County and the Town are authorized to enter into Interlocal agreements to execute undertakings; and

**WHEREAS**, the Town has requested that County enforce (i) Federal, State, and County laws and regulations relative to the construction and occupancy of buildings and structures, (ii) County Ordinances related to fire prevention and protection, and (iii) the County Ordinance related to soil erosion and sedimentation control within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction; and

**WHEREAS**, the Town has adopted, or otherwise made enforceable, the ordinances, rules, and regulations the County has been requested to enforce within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction; and

**WHEREAS**, the County has agreed, subject to the terms and conditions of this Agreement, to enforce the County ordinances referred to above within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction; and

**WHEREAS**, the County and the Town wish to memorialize their agreement in writing with respect to the enforcement of such ordinances;

**NOW, THEREFORE**, in consideration of the benefits that will flow to their respective citizens from the duties and undertakings of this Agreement, the County and the Town agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the enforcement by the County of Chatham County ordinances and other laws, rules, and regulations related to building code enforcement, fire prevention and protection, and soil erosion and sedimentation control that the County is enforcing within Chatham County, within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction. The County is currently enforcing other ordinances, laws, rules, and regulations within the corporate limits of the Town and its extraterritorial jurisdiction and those enforcement actions shall not be affected in any way by this Agreement
2. **Adoption of Ordinances.** The Town represents and warrants to the County that all ordinances, rules, and regulations to be enforced by the County within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction pursuant to this Agreement have been adopted by the Town, or are otherwise enforceable within the Town of Pittsboro and its extraterritorial jurisdiction, and that there is no impediment to the legal enforcement of the same by the County within the Town of Pittsboro and its extraterritorial jurisdiction, and that the County may collect its standard fees, fines, penalties, costs, and other charges for the enforcement of the same from the citizens and residents of Pittsboro, in like manner and to the same extent as it does for similar enforcement actions from the citizens and residents outside of the corporate limits of municipalities in Chatham County. The County agrees to cooperate with the Town to insure such County ordinances as well as other laws, rules, and regulations are enforceable within the Town and its extraterritorial jurisdiction, including, without limitation, the adoption of a joint resolution with regard to the enforcement of erosion and sedimentation programs pursuant to N.C. Gen. Stat. § 113A-60.
3. **County Ordinances to be Enforced Within the Corporate Limits of the Town of Pittsboro.** The County shall enforce the following rules, regulations, laws, and ordinances within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction to the same extent and in the same manner as it does within Chatham County outside of the corporate limits of municipalities:

**Building Code Enforcement.** The County shall enforce all Federal, State of North Carolina, and Chatham County rules, regulations, and ordinances relating

to the construction and occupancy of buildings and structures that the County is enforcing in Chatham County in areas outside of the corporate limits of municipalities within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction.

Fire Prevention and Protection. The County shall enforce Chapter 93: Fire Prevention and Protection, of the Chatham County Code of Ordinances, within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction.

Soil Erosion and Sedimentation Control. The County shall enforce Chapter 164: Soil Erosion and Sedimentation Control, of the Chatham County Code of Ordinances, within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction.

Appeals of any enforcement action taken by the County, including, without limitation, interpretations of any rules, regulations, laws, or ordinances enforced by the County under this Agreement shall be heard by the Town board or commission designated by the Town to hear such appeals or make such interpretations.

4. **Change in Ordinances.** In the event the County amends or otherwise changes any of the ordinances or its interpretation of any of the ordinances to be enforced under this Agreement, or enforces any such ordinances or rules, laws, and regulations in a materially different way than it is enforcing the same on the Effective Date of this Agreement (hereinafter specified), the County shall provide the Town not less than thirty (30) days prior written notice of such change and the Town shall either amend its ordinance or take such other action is necessary to make the same effective within the corporate limits of the Town of Pittsboro and its extraterritorial jurisdiction to conform them to the County change or changes, or terminate this Agreement within thirty (30) days of receipt of notice from the County. If the Town does neither the County shall have the right to terminate this Agreement at any time thereafter upon thirty (30) days written notice to the Town.
5. **County Collection of Fees.** The County shall collect the same fees, fines, penalties, costs, and other charges incident to enforcement of the ordinances from the citizens and residents of Pittsboro and its extraterritorial jurisdiction that it collects from citizens and residents of Chatham County residing outside of the corporate limits of municipalities. The County shall bill and collect such fees, fines, penalties, cost, and other charges in its own name, all and any of which shall be subject to increase, decrease, or change as and when they are changed for County residents.
6. **County Enforcement.** The County enforcement provided for in this Agreement shall include the issuance of permits, the making of inspections, the preparation for and participation in hearings and appeals, and similar actions and services incident to normal local government enforcement actions with respect to the ordinances, and other laws, rules, and regulation to be enforced by the County under this Agreement. In the event the County determines that it is necessary or advisable to retain attorneys or consultants with respect to any enforcement action, including, without limitation protests and challenges, it shall advise the Town, and the Town shall retain and pay

for such attorneys or consultants, including, without limitation, all cost and fee incident to such enforcement action, or the defense of claims and lawsuits against the County or the Town incident to such enforcement action.

7. **Notice to Residents of Pittsboro.** The Town shall provide notice to its citizens and residents reasonably calculated to inform them that the County ordinances, and other laws, rules, and regulations specified in paragraph 3 above will be administered and enforced within the corporate limits of the Town and its extraterritorial jurisdiction by the County, and that they will be billed by the County for such services.
8. **Duration/Termination.** The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date") and, unless terminated as provided in Paragraph 4 hereof, shall exist and continue until one party shall have provided the other party not less than one hundred-eighty (180) days prior written notice of termination.
9. **Personnel.** Each party shall designate and appoint the personnel necessary to carry out its responsibilities under this Agreement.
10. **Amendment.** This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by both parties.
11. **Financing.** The Town shall pay for all cost it incurs under this Agreement, and, in addition, shall pay the County such fees, cost, and charges for inspections or permits required for Town owned property or facilities. The County shall pay for all cost it incurs under this Agreement. The County shall provide no services under this Agreement except as specifically set forth in paragraph 3 hereof. The Town hereby authorizes the County to collect from the citizens and residents of the Town of Pittsboro and its extraterritorial jurisdiction the same fines, fees, penalties, cost and other charges it collects outside the corporate limits of municipalities and their extraterritorial jurisdictions. Such cost, fees, fines, penalties, and other charges are subject to change effective on the same date that they are changed for persons in the County jurisdiction.
12. **Notices.** All notices other correspondence given or made pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivery by a recognized overnight courier, postage or fees prepaid, addressed to a party at the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery. The parties shall be responsible for notifying each other of any change of address. Mailing addresses for parties are as follows:

If to County:	Chatham County Attention: County Manager Post Office Box 1809 Pittsboro, North Carolina 27312
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If to the Town:	Town of Pittsboro Attention: Town Manager
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**13. Miscellaneous.** This Agreement constitutes the entire agreement and understanding between the parties and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreement heretofore entered into between the parties with respect to the matters contained herein are merged in this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, and any action brought under or concerning this Agreement shall be brought and maintained in the Superior Court of Chatham County, North Carolina. The headings contained in this Agreement are solely for the convenience of the parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof. This Agreement shall be considered for all purposes as having been prepared by the joint efforts of the parties and shall not be construed against one party or the other as a result of preparation, substitution, submission, or other event of negotiation. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect, and, if any such unenforceable provision hereof is enforceable in any part or to any lesser extent, such provision shall be enforceable in all such parts and to the greatest extent permissible under applicable law. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the parties hereto may execute this Agreement by signing any such counterpart.

**IN WITNESS WHEREOF**, the parties have hereunto fixed their hands and seals this the day and year first written above.

### **NEW BUSINESS**

### **AWARD CONTRACT FOR PLANNING SERVICES**

Manager Gruesbeck stated on November 25, 2013 the Board of Commissioners directed the Town Manager to develop and release a Request for Qualifications (RFQ) to find a highly qualified consultant to review the proposed Chatham Park Planned Development District Master Plan (CP PDD MP) and the Planned Development District as identified in the Zoning Ordinance. On January 3, 2014, Staff released an RFQ on the Town of Pittsboro website, and the North Carolina Planning Association (NCAPA) website and notified firms that had expressed interest either directly or by reference from someone else. Firms who had discussed the CP PDD MP with Staff previous to the RFQ release were also notified.

Manager Gruesbeck stated on January 17, 2014, Staff received RFQ's from five (5) firms: Lawrence Group, Alderman Environmental Services, Clarion, Pizzuti and Tom Low. The RFQ package from each firm was delivered on schedule and complete, as requested. Each proposal offered unique qualities and talents and could probably provide some level of value as the CP PDD MP process evolves.

He said RFQ's were reviewed, scored and ranked by the Town Planner and Town Manager based on their reported qualifications and abilities to provide the information requested in the RFQ. Input was also provided by the Town Engineer and the Parks Planner.

Manager Gruesbeck said ultimately, the Lawrence Group, based in Davidson, NC, was invited to submit a fee proposal for this project. They are well qualified in terms of past experience as well as their ability to understand the issues presented by a development of this magnitude. They have a strong background in developing master plans, UDO's, Development Agreements and community design in sizable projects throughout the southeast. He met with Craig Lewis, Principal with the Lawrence Group last summer for a few hours. From a staff perspective they were impressed. Manager Gruesbeck stated he also came highly recommended from one person in the community who represents Pittsboro Matters.

Also, with regards to his references they were exemplary.

The proposed figure for all deliverables is \$12,000. This includes a presentation to the Board of Commissioners on February 24, 2014. The cost for this project would be taken from existing professional services allocation in the Planning Budget.

Manager Gruesbeck said he was requesting that the board authorize the Town Manager to execute the Contract for Professional Services with the Lawrence Group for Planning Services associated with the proposed Chatham Park Planned Development District Master Plan.

Manager Gruesbeck said he placed in front of each member some red copy which is the appendix to the proposed agreement in your packet. That appendix simply adds an additional paragraph #15 under terms and conditions that specifies mainly payment consideration between the owner and consultant. Those suggestions were made initially by the consultants. They have been vetted and approved by the Town Attorney, Town Manager and the Consultants. Our vetting was also approved by the Consultants as well.

Commissioner Foley said on page four it talks around written recommendations for marginally improving the document. She said marginally would be ideal but if they do see we do need to make changes... to her the priority is to make sure we get a good review as opposed to marginally improving. She wants to make sure it's not rushed but it is done thoroughly.

Commissioner Farrell said you mentioned you had someone from Pittsboro Matters that knew Mr. Lewis. He asked if he could give that person's name if possible. Manager Gruesbeck said it was an Architect.

Jeffrey Starkweather wanted to clarify that Pittsboro Matters as a group did not see who the applicants were and didn't discuss this. So as an organization they have made no comments.

Manager Gruesbeck stated her name was on the Who's Who on the Pittsboro Matters website.

Commissioner Farrell said he had a question regarding the Lawrence Group. Nobody on our staff has any relationship with them or has spoken with them other than about the Chatham Park project. Manager Gruesbeck said they starting meeting with them regarding Chatham Park this past summer. We don't have any other relationship with them.

Commissioner Farrell asked what about the relationship between the Lawrence Group and Preston Development, are you aware of any relationship or business they may have had. Philip Culpepper said they don't have a relationship or business with the Lawrence Group.

Mayor Terry said he has specific questions he would like the consultant to answer. He doesn't have them written out tonight but he could do that and get it to Mr. Gruesbeck and he was wondering if the rest of the Board may want to do that also.

Manager Gruesbeck said that would be great. Mayor Terry proposed that each of them develop their questions send them to Mr. Gruesbeck and copy the rest of the board. The board agreed.

Commissioner Fiocco said the fee for this service is \$12,000. He said there is not a budget amendment in the packet to do this. How do we propose to fund this? Manager Gruesbeck said it will come out of the existing planning professional services line item, which we had designated earlier for UDO development.

Manager Gruesbeck said we will be engaging in the UDO process this year and we can come back for an amendment once we know what the cost will be, if necessary. Mayor Terry said historically the board has done that in the past.

Commissioner Fiocco said the money was budgeted for an UDO and we are seven months in and haven't done anything yet.

Motion made by Commissioner Baldwin seconded by Commissioner Turner to authorize the Town Manager to execute the contract for Professional Services for Planning Services associated with the proposed Chatham Park Planned Development District Master Plan.

Vote Aye-5 Nay-0

Contract is as follows:

**NORTH CAROLINA  
CHATHAM COUNTY  
TOWN OF PITTSBORO**

### **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between LAWRENCE GROUP, (a corporation organized and existing under the laws of the State of North Carolina), hereinafter called the *Consultant*, and the TOWN of PITTSBORO, P. O. Box 759, Pittsboro, Chatham County, North Carolina, 27312, hereinafter called the *Town*.

WITNESSETH,

WHEREAS, the *Consultant* and *The Town*, for the consideration stated herein, mutually agree as follows:

ARTICLE 1 - Statement of Work. The *Consultant* shall furnish all supervision, technical personnel, labor, materials, tools, equipment, and services, and perform and complete all work required for the provision of all in strict accordance with Request for Qualifications (attached as EXHIBIT B), including any Addenda thereto and made a part of this contract as if attached hereto.

ARTICLE 2 – Compensation. The *Town* will compensate the *Consultant* for the work and Scope of Services described in Request for Qualifications (RFQ) for the negotiated lump sum amount of \$12,000.

ARTICLE 3 - Method of Payment. Payment to Consultant for services under Scope of Work will be made monthly based on the percentage of work completed during the preceding month and will, in every case, be supported by a suitable invoice. This cost shall constitute complete compensation for all direct labor, sub-contract labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work. This contract including its appendices embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Consultant has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications of amendments of this agreement, including the appendices, must be in writing signed by an authorized representative of each of the parties hereto.

ARTICLE 4. Terms and Conditions. Both parties covenant and agree that the Terms and Conditions attached hereto as Exhibit A shall apply to this Contract and the provision of services by Consultant hereunder.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in multiple original copies on the day and year first above written.

## **CAPITAL PROJECTS REPORT**

### **MANAGER'S UPDATE ON CAPITAL PROJECTS**

Manager Gruesbeck submitted the following updates:

#### **Downtown Pocket Park**

Manager Gruesbeck reported the Town Planner and Town Attorney are finalizing the description of the property on Hillsboro Street adjacent to the Bradshaw and Robinson Law Office. Staff will be meeting with the Emerson Land Planning, LLC to discuss possible concepts within the next week, schedules permitting. He has spoken with Mr. Robinson on the phone and he is interested in getting started and has some good ideas.

Commissioner Fiocco stated the owner of the property that is gifting the land is Jim Vernon. He thinks Mr. Vernon's interests are key to this park. He is gifting it with the idea it is formally in a

location where his wife Paige Vernon use to spend some time in a meditative mode. And they originally discussed the idea of a passive nature of this area. He thinks it's key that his interest remain when we think about developing this.

Commissioner Foley said she thinks some public arts there would be great. It would be honoring Paige Vernon's work with local families and children. She was always an advocate for children.

**PROJECT: Jordan Lake Partnership**

Manager Gruesbeck reported that Fred Royal, Town Engineer, and Becky Smith, Hydrostructures, have been continue to work on the Jordan Lake Partnership Allocation Application, due on January 24, 2014. The Partnership is requesting an extension of time (past the January 24 deadline) to review the models. However, we are proceeding forward with the current deadline. He said they will provide more information at the next meeting.

**PROJECT: Waste Water Treatment Plant - Generator Replacement Project**

Manager Gruesbeck reported that the concrete slab that acts as a base for the generator has been installed. Electrical conduits are installed. The electrical transfer switch was delivered to the WWTP and will be installed on January 29, 2014 depending on the weather. During installation, the plant will be temporarily running off the old generator. The new generator should arrive at the WWTP by the end of January. The anticipated date for completion is mid-February.

**PROJECT: Thompson Street and Park Street Storm Water Improvements**

Manager Gruesbeck reported the contractor recently completed work on a culvert headwall, pipe installation, ditch enhancement and restoration around on Thompson Street near the Chatham Forest entrance. The work should improve storm water flow and alleviate (not necessarily eliminate) temporary ponding in the street. Work on Park Street should begin near the end of the week of January 27, 2014 depending on the weather. This work will include re-grading right of way swales, cleaning an existing culvert and installing a headwall at the existing culvert.

**PROJECT: NC 87 Sidewalk**

Manager Gruesbeck reported that staff obtained cost estimates to install sidewalk on NC 87 from West Street to Pittsboro Elementary School Rd. The first option includes the installation of curb, a small strip and sidewalk along the east side of NC 87 at a cost of \$61,870. The second option does not involve a curb/gutter – it moves the sidewalk away from the road and toward the houses at a cost of \$26,900. Fred Royal, Town Engineer, has finalized preliminary drawing details to better illustrate the alternatives and we can review them with the Board.

**PROJECT: East Street Sidewalk Extension**

Manager Gruesbeck reported that preliminary design will be complete by February 1, 2014 to extend the sidewalk on East Street from Chatham Business Drive to the Town limits – assuming favorable costs. Construction could begin by April/May 2014.

**PROJECT: Waste Water Treatment Plant Capacity Expansion**

Manager Gruesbeck reported that staff received/prepared some information on a process to formally request a WWTP discharge capacity increase from .75 MGD to 1.249 MGD. The Board approved the Robeson Creek Major Permit modification application for increased discharge at the Robeson Creek outfall during the January 13, 2014 meeting.

Manager Gruesbeck asked that the tentative budget meeting to be held this Thursday be cancelled until they have sorted through some budget options. He would like to have a little more internal discussion on capital items.

Mayor Terry said he would like to poll the board to see if they are interested in Mr. Long coming back maybe in July so that we may create specific action items for the goals we set. He said maybe we could do a half day session. He said they did not have to set a date tonight. The board agreed.

Manager Gruesbeck said he wanted to mention something we may have to deal with before the end of the budget year. He said we are running into a problem with Windows XP support issues. A number of our computers at staff level will need to be replaced.

Commissioner Fiocco mentioned he had a recent experience with this in his office. He said for the last two weeks it's been very difficult. Some of the things he discovered was the software package that you have that runs on XP don't run on Windows 7. There is also new software to be purchased. There is also an expenditure on the IT consultant side of things. He said we need to think about those things as we budget for new computers. Software and other consulting services will increase the cost.

Manager Gruesbeck stated he did include the summary report from the Planning Retreat in the agenda packet and it is also on line.

Commissioner Farrell stated that Mrs. Margaret Farrell is very happy with the work on Thompson Street. She has her confidence back in the town.

#### Mayor Updates

- EDC – Mayor Terry said he has attended his first meeting as an ex-officio member. EDC is putting together a power point presentation to facilitate outreach to homeowners associations, downtown merchant associations and other stakeholder groups within Chatham County.

He said it is a brief presentation that talks about economic development issues such as the super site in Siler city, Chatham Park and other things that are important on EDC's to do list. He said they have asked him to be available to respond to questions about what we are doing with Chatham Park and he agreed to do that.

The first such meeting is being held Monday, February 3, 2014 at Chapel Ridge Homeowners Association. He will share with the board when he has other appointments like this.

Mayor Terry said there is a special meeting of the Mayor's and Chairs on February 6, 2014. He asked staff and fellow board members if they would like to attend. He has four seats set aside. He said he would send everyone a reminder email.

- RPO
- Solid Waste
- Fairground Association
- Pittsboro Business Association (PBA)/Downtown

### **COMMISSIONER CONCERNS**

Commissioner Baldwin said she attended the Triangle J meeting and there is an energy grant program the town can apply for. She said the City of Raleigh retrofitted some of their police cars to use propane instead of gas. She was wondering if Chief Crutchfield and Town Manager would be interested in applying for a grant to maybe retrofit one of the old cars. It won't cost the town anything.

Commissioner Foley said that seems like something we should pursue.

Chief Crutchfield said he would be glad to look into it.

Commissioner Baldwin wanted staff to check with Mr. Poteat to see if the Fairground has a sewer tap there because right now they are on a septic system. There was discussion about the building is being marketed as a place to have gatherings/events.

Commissioner Turner said she was at Town Lake Park today and at the entrance closest to the bridge needs a recycling bin there. There are about four nicely laid areas of beer cans. She thinks if the recycling bin is there they will put them in it.

### **CLOSED SESSION**

Motion made by Commissioner Fiocco seconded by Commissioner Turner to go into closed session pursuant to GS 143-318.11(a)(6).

Vote Aye-5 Nay-0

Motion made by Commissioner Turner seconded by Commissioner Foley to go out of closed session.

Vote Aye-5 Nay-0

FYI -

1. FY 2012-2013 Audit Report
2. Declaration of Maintenance Covenant and Grant of Protection Easements for Stormwater Control Facilities.
3. MEMO – Replacement Computers for Town Staff
4. 2014 Board of Commissioners Planning Retreat Summary

**ADJOURNMENT**

Motion made by Commissioner Farrell seconded by Commissioner Turner to adjourn at 8:26 p.m.

Vote Aye-5 Nay-0

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William G. Terry, Mayor

ATTEST:

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Alice F. Lloyd, CMC, NCCMC  
Town Clerk

DRAFT