

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, Commissioner 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 7th 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
TOTAL		\$5,600.00

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
TOTAL		\$5,600.00

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

303990010	Fund Balance Appropriated	\$ 4,100.00
TOTAL		\$4,100.00

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

TOTAL **\$4,100.00**

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

TOTAL **\$4,000.00**

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
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TOTAL **\$192,466.00**

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

104200020	Salaries	\$192,360.00
104800020	Salaries	34,155.00

TOTAL **\$226,515.00**

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

105400020	Salaries	\$34,049.00
TOTAL		\$34,049.00

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
TOTAL		\$199,434.00

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

307200020	Salaries	\$199,434.00
TOTAL		\$199,434.00

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 2ND 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 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 2nd 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.

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

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.

This amendment was approved June 25th, 2012. The original concept plan for this particular development was presented and discussed at that time.

The Town Board of Commissioners voted to approve a request for wastewater allocation on November 13, 2012.

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.

Town Planning Board recommended approval on January 6, 2014.

Cornwallis Commons Narrative

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 BoC 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

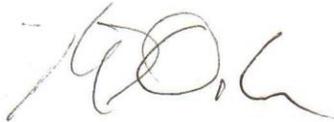
The site is in the Jordan Lake Watershed, Haw River sub-watershed, and is designated as a Water Supply Watershed (WS-IV PA). Runoff from the site discharges to Robeson Creek. This project is subject to regulations written by the North Carolina Department of Environment and Natural Resources – Division 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.

Respectfully submitted,



Mike Dasher
Managing Partner
Orange Communities, LLC

INTERLOCAL AGREEMENT WITH CHATHAM COUNTY FOR SOIL EROSION AND SEDIMENTATION

Background: 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.

Action Requested: Review and approve the Interlocal Agreement with Chatham County and forward the same to the Chatham County Board of Commissioners.

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”);

W I T N E S S E T H

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

If to the Town: Town of Pittsboro
Attention: Town Manager
Post Office 759
Pittsboro, North Carolina 27312

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 Fred Willis, 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.

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.

Action Recommended: 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.

CAPITAL PROJECTS REPORT

MANAGER'S UPDATE ON CAPITAL PROJECTS

Manager Gruesbeck submitted the following updates:

Downtown Pocket Park

UPDATE: 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.

PROJECT: Jordan Lake Partnership

UPDATE: Fred Royal, Town Engineer, and Becky Smith, Hydrostructures, have been continued 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.

PROJECT: Waste Water Treatment Plant - Generator Replacement Project

UPDATE: 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

UPDATE: 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

UPDATE: 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

UPDATE: Preliminary design will be complete by February 1 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

UPDATE: 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.

Mayor Updates

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

Commissioner Concerns

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

William G. Terry, Mayor

ATTEST:

Alice F. Lloyd, CMC, NCCMC
Town Clerk