

# LEE COUNTY

*Committed Today for a Better Tomorrow*

REGULAR MEETING  
OF THE  
LEE COUNTY BOARD OF COMMISSIONERS  
106 HILLCREST DRIVE  
SANFORD, NORTH CAROLINA 27330

**FEBRUARY 20, 2017**

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The regular meeting of the Board of Commissioners for the County of Lee, State of North Carolina, convened at 6:00 P.M. in the Commissioners Room, First Floor, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present when the meeting was called to order were Kevin C. Dodson, Dr. Andre Knecht, Larry "Doc" Oldham, Robert T. Reives, Cameron W. Sharpe, and Timothy S. Sloan. Chair Dalrymple notified the Board in the last Board of Commissioners meeting on February 6, 2017 that she would be unable to attend.

Vice Chair Sloan called the meeting to order and the following business was transacted:

Vice Chair Sloan delivered the invocation.

The Pledge of Allegiance was recited.

The Board considered changes/additions to the Agenda. Commissioner Sloan requested to move Item A from New Business to Item D under the *Consent Agenda*. With no further changes made, Commissioner Reives moved to approve the *Agenda* as amended. Upon a vote, the results were as follows:

Aye: Dodson, Knecht, Oldham, Reives, Sharpe, Sloan

Nay: None

Absent: Dalrymple

The Vice Chair ruled the motion had been adopted unanimously.

Commissioner Reives moved to approve the *Consent Agenda* as amended, which consisted of the following items:

- Minutes from the January 26-27, 2017 Planning Retreat
- Minutes from the Closed Session Meeting on January 26, 2017
- Tax Refunds and Releases for January 2017
- Request for increase in Elections Professional Services Budget

Upon vote, the results were as follows:

Aye: Dodson, Knecht, Oldham, Reives, Sharpe, Sloan

Nay: None  
Absent: Dalrymple

The Vice Chair ruled the motion had been adopted unanimously.

At 6:00 P.M. the Board conducted a public hearing and considered a request for approval of an economic development incentive for "Project Panda." Vice Chair Sloan turned the gavel over to Commissioner Oldham to preside over the public hearing due to a potential financial interest in the proposed project. Due to the potential conflict of interest and under no objections from other Board members, Vice Chair Sloan abstained from taking part in the Public Hearing.

Economic Development Director Bob Joyce stated that "Project Panda" consists of a life sciences research and product manufacturing process in the amount of \$100.00 million dollars and the hiring of 50 people over the five year life of the project. The average annual wage is \$90,000.00. A large majority of the new jobs will add unique skills to the local labor pool. The facility construction would start in the first quarter of 2018 with operations commencing in January 2020. The Board intends to consider investing up to \$1,412,715.00 of the cost of the project with revenues from the County's General Funds. This project will stimulate the local economy, promote additional business and result in the creation of jobs and increased payroll.

Commissioner Oldham opened the public hearing that had been advertised for this date and time.

No one spoke in favor or in opposition of the project.

Commissioner Oldham closed the public hearing.

Commissioner Reives moved to waive the Board's policy to vote on a matter following a public hearing at the next scheduled Board meeting. Upon a vote, the results were as follows:

Aye: Dodson, Knecht, Oldham, Reives, Sharpe  
Nay: None  
Absent: Dalrymple  
Abstained: Sloan

Commissioner Oldham ruled the motion had been adopted upon a vote of 5 to 0.

Commissioner Reives moved to approve the incentive for "Project Panda." Upon a vote, the results were as follows:

Aye: Dodson, Oldham, Reives, Sharpe  
Nay: Knecht  
Absent: Dalrymple  
Abstained: Sloan

Commissioner Oldham ruled the motion had been adopted upon a vote of 4 to 1.

Vice Chair Sloan rejoined the meeting.

Pursuant to N.C. General Statute §153A-52.1, Vice Chair Sloan opened the floor for *Public Comments*. The following signed up to speak and were allowed 3 minutes for comments.

1. Jim Womack, 1615 Boone Trail Rd, Sanford, NC (Postings on Social Media)
2. Irene Smith, 547 Weatherspoon St, Sanford, NC (Postings on Social Media)
3. Terica Luxton, 3616 Lee Ave, Sanford, NC (Profanity on Social Media)
4. Keely Wood, 363 Angel Rd, Sanford, NC (Social Media)
5. Ann McCracken, 520 Maplewood Drive, Sanford, NC (Postings on Social Media)
6. Betty Robinson, 306 Harbor Trace, Sanford, NC (Protest RE Social Media Posting)
7. Troye Davenport, 641 Pickard Rd, Sanford, NC (Postings on Facebook)
8. Alyse Lopez-Salm, 3009 Bond Ct, Sanford, NC (Hateful Facebook Post)
9. Gladys McAuley, 2100 Eveton Lane, Sanford, NC (Social Media)

The Board next considered a request for a grant to the Chatham County Economic Development Partnership in the amount of \$120,000 for the Marketing of the Moncure Megasite/Manufacturing Region. County Manager John Crumpton stated that the funds granted will be used to hire marketing consultants who specialize in the development of major manufacturing sites. Advertising of the site will occur around the world. The Chatham EDC will be responsible for working with the developers to put a plan in place that will attract a major manufacturer to the area. While the total cost of the County's portion of the project is \$120,000.00, the plan would be to pay \$60,000.00 in March this year and \$60,000.00 in July of next year. A public hearing was held on this matter at the last Board of Commissioners Meeting on February 6, 2017. Commissioner Oldham moved to approve the proposal of the \$120,000.00 for the marketing of the Moncure Megasite Manufacturing Region. Commissioner Reives moved to amend the motion to state \$60,000.00 in the current fiscal year and \$60,000.00 in next fiscal year, a copy of the Memorandum of Understanding reflecting this agreement has been attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dodson, Oldham, Reives, Sharpe, Sloan  
Nay: Knecht  
Absent: Dalrymple

The Vice Chair ruled the motion had been adopted on a vote of 5 to 1.

The next item of business is a request to designate certain foreclosure properties owned by the County as surplus property. County Attorney Whitney Parrish stated that the County owns two properties in the Osgood area as a result of foreclosure sales. A citizen has contacted the County wanting to place an offer on the two properties in the Osgood area. The property needs to be deemed surplus so the County can sell the property through the upset bid process. The County also owns six parcels in the Carolina Trace neighborhood as a result of foreclosure sales. These properties need to be deemed surplus so the County can advertise them for sale. Commissioner Reives moved to designate the properties as surplus property. Upon a vote, the results were as follows:

Aye: Dodson, Knecht Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dalrymple

The Vice Chair ruled the motion had been adopted unanimously.

The next item of business was a presentation by Appraisal Manager Lisa Faulkner demonstrating Tyler Public Access/Real Property Search. Ms. Faulkner stated that a new real

property search has been launched on the County website and is available to the public. Ms. Faulkner proceeded with a demonstration of the website. No action was taken.

The Board next considered Budget Amendment #02/20/17/10. Finance Director Lisa Minter stated that this budget amendment appropriates funds in the amount of \$3,500.00 received from State Drug Seizure funds to cover the annual subscription to Watch Systems for the Sheriff. Commissioner Oldham moved to approve Budget Amendment #02/20/17/10, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dodson, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dalrymple

The Vice Chair ruled the motion had been adopted unanimously.

Finance Director Lisa Minter presented the *Monthly Financial Report for January 2017*. Ms. Minter reminded the Board that sales tax revenues run three months behind. Tax collections through January 2017 show collections behind 2.79% ahead of the same period last year. In reviewing expenditures, the percentage used target is 58.33%. Only a few departments are exceeding the target as of the end of January. Governing Body is exceeding due to the payment of dues to organizations. Finance is exceeding due to the payment of audit fees. Strategic Services is exceeding due to maintenance contracts. Elections is exceeding due to costs related to the election in November. Medical Examiner continues to run over. A budget amendment will be forthcoming. At this time, we are tracking on target with our budget. Commissioner Reives requested copies of any organizations we are paying dues to along with their associated amounts. No action was taken.


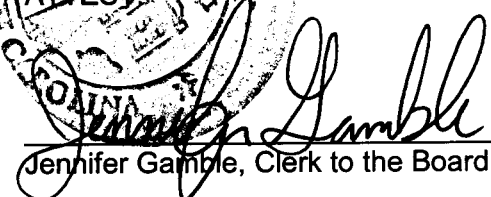
County Manager John Crumpton presented his *Monthly Report for January 2017*, a copy of which is attached to these *Minutes* and by this reference made a part hereof. No action was taken.

With no further business to come before the Board, Commissioner Oldham moved to adjourn the meeting. Upon a vote, the results were as follows:

Aye: Dodson, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None  
Absent: Dalrymple

The Vice Chair ruled the motion had been adopted unanimously and the meeting adjourned at 6:57 p.m.

  
\_\_\_\_\_  
Amy Dalrymple, Chair  
Lee County Board of Commissioners

  
ATTEST  
  
\_\_\_\_\_  
Jennifer Gamble, Clerk to the Board

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 20<sup>th</sup> day of February, 2017, by and between Chatham County Economic Development Corporation, a North Carolina nonprofit corporation ("EDC") and Lee County, a political subdivision of the State of North Carolina and a body politic and corporate (the "County"), each singularly referred to as a "Party" and cumulatively referred to as the "Parties."

### RECITALS:

A large mega site (the "Site"), as more fully described in the Cooperative Marketing Agreement between EDC and NAI Carolantic Realty, Inc. ("Carolantic"), which is at Attachment A (the "Agreement"), has the potential for substantial positive economic development impact on the County. EDC has entered into the Agreement with Carolantic, for Carolantic to undertake marketing efforts intended to attract sizeable recruitment prospects to the Site. Because of the substantial positive economic development impacts the County will realize from the spin off effects of companies locating on the Site, the County finds that it would be advantageous to contribute funds to the EDC to support the cooperative marketing efforts of the EDC with Carolantic. Consequently, the Parties enter into this MOU to provide for the terms of this financial support.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the value and sufficiency of which is acknowledged by the Parties to this MOU, the Parties agree as follows:

1. Financial Contribution. Contemporaneously with the execution of this MOU, the County is providing to EDC funds in the amount of sixty thousand dollars (\$60,000.00) in the fiscal year 2016-2017 and another sixty thousand dollars (\$60,000.00) in the fiscal year 2017-2018 for a total contribution of one hundred and twenty thousand dollars (\$120,000.00). Those funds will be maintained in a separate line item of EDC and disbursed to Carolantic as provided for in the Agreement.

2. Update of Activities. EDC, in order to keep the County fully informed of all efforts funded in part by the County's funds will:

- a. Inform the County of all cooperative efforts undertaken by EDC and Carolantic;
- b. Provide copies of invoices from Carolantic to EDC for the disbursement of funds to Carolantic in furtherance of this cooperative marketing effort; and,
- c. Make the County aware of any audits conducted of the EDC solely regarding the utilization of funds for this cooperative marketing, and provide a copy of any such audit to the County.

3. Future Commitments. The contribution of funds from the County to EDC, pursuant to this MOU will not obligate the County to make future contributions(s) of funds.

4. No Joint Venture. This MOU and the undertakings described herein do not create any partnership or joint venture between the Parties.

5. Assignments. Neither Party shall sell or assign any interest in or obligation under this MOU without the prior express written consent of all the parties.

6. Governing Law. The Parties intend that this MOU shall be governed by the law of the State of North Carolina.

7. Notices.

- a. Any communication required or permitted by this MOU must be in writing except as expressly provided otherwise in this MOU.
- b. Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first class mail, postage prepaid, and addressed as follows:

i. If to County (or City), to:

John Crumpton  
Lee County Manager  
408 Summit Drive  
Sanford, NC 27330

ii. If to the EDC, to:

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c. Either addressee may designate additional or different addresses for communications by notice given under this Section to each of the other.

8. Severability. If any provision of this MOU shall be determined to be unenforceable, that shall not affect any other provision of this MOU.

9. Entire Agreement: Amendments. This MOU constitutes the entire contract between the Parties, and this MOU shall not be changed except in writing signed by all of the Parties.

10. Binding Effect. Subject to the specific provision of this MOU, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

11. Time. Time is of the essence in this MOU and each and all of its provisions.

12. Liability of Officers and Agents. No officer, agent, or employee of the County or the EDC shall be subject to any personal liability or accountability by reason of the execution of this MOU or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

13. Counterparts. This MOU may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

[SEAL]

**(Lee County Board of Commissioners)**



By: Timothy S. Sloan  
Timothy S. Sloan, Vice Chair  
Lee County Board of Commissioners

**ATTEST:**

Jennifer Gamble  
Jennifer Gamble, Clerk to the Board

[SEAL]

**CHATHAM COUNTY ECONOMIC  
DEVELOPMENT CORPORATION**

By: Jeff G. Johnston  
President

**ATTEST:**

\_\_\_\_\_  
Secretary



**ATTACHMENT A**  
**COOPERATIVE MARKETING AGREEMENT**

**(See attached)**

**COOPERATIVE MARKETING AGREEMENT**

**BY AND BETWEEN**

**CHATHAM COUNTY ECONOMIC DEVELOPMENT  
CORPORATION**

**AND**

**NAI CAROLANTIC REALTY, INC.**

## COOPERATIVE MARKETING AGREEMENT

**This Cooperative Marketing Agreement** is entered into this   1   day of January, 2017, by and between **Chatham County Economic Development Corporation**, a North Carolina nonprofit corporation ("EDC"), and **NAI Carolantic Realty, Inc.**, a \_\_\_\_\_ corporation ("Carolantic"). The above entities are referred to herein singularly as a "Party" or cumulatively as the "Parties."

### RECITALS:

WHEREAS, there is located in Chatham County (the "County") a mega site consisting of approximately \_\_\_\_\_ acres that is being offered as an industrial park as more fully described at Attachment A ("the Site");

WHEREAS, the Site has major economic development significance for the County in terms of assisting in attracting company facilities which will lead to an increase in jobs and in significant capital investments;

WHEREAS, the EDC works on behalf of the County in order to reduce the burden of that government in promoting economic development, and thereby increasing the number of jobs and tax revenues in the County;

WHEREAS, the Site will also have significant and positive economic development implications for counties and municipalities within a broad geographical range around the Site's location;

WHEREAS, the owners of the Site are represented by Carolantic for purposes of listing it for sale, and advertising and marketing the site to recruitment prospects which might locate a facility on the Site;

WHEREAS, it is in the best interest of the County for Carolantic's marketing efforts to be successful;

WHEREAS, it is a normal and routine duty of EDC and any other similar nonprofit economic development corporation in the state, to promote available sites to companies that might consider locating a facility thereon;

WHEREAS, these marketing efforts of Carolantic and EDC will benefit counties and municipalities within a broad geographic range around the Site;

WHEREAS, it is advisable for the Parties to this Agreement, as supported financially by other counties and municipalities in the vicinity of the Site, to cooperate in their marketing efforts in order to maximize the potential for attracting major industrial prospects to the Site;

WHEREAS, the Parties to this Agreement desire to set forth specific understandings as to those cooperative marketing efforts in order to maximize the benefit from those measures; and

WHEREAS, the Parties to this Agreement wish to set forth their understandings herein.

**NOW THEREFORE**, the Parties, based upon the mutual covenants and promises contained herein, which are acknowledged by the Parties as adequate and sufficient consideration, agree as follows.

## **ARTICLE I**

### **COOPERATIVE MARKETING OF SITE**

**1.01. EDC Marketing.** EDC will undertake ongoing efforts to market the Site. EDC will specifically take steps to promote the Site with state recruiters who work for the Economic Development Partnership of North Carolina, representatives of the Research Triangle Regional

Partnership, site selection consultants, and any other referral source(s) which might bring recruitment prospects to the Site. The Site will be featured in relevant EDC marketing materials, its website and other promotional communications. EDC will participate in activities sponsored by the Economic Development Partnership of North Carolina and the Research Triangle Regional Partnership, such as site selection consultant events, recruitment trips, and other activities to the extent that EDC's budget allows for these activities, in order to promote the Site. EDC will undertake all other efforts possible and give a high priority to promoting the Site. The above marketing efforts of EDC done in relation to other organizations refer solely to marketing efforts of the EDC carried out individually and not on a cooperative basis with Carolantic. It is understood and agreed to by the Parties that the cooperative marketing efforts between EDC and Carolantic will not be disclosed to or discussed with state recruiters or other officials affiliated with the Economic Development Partnership of North Carolina or the Research Triangle Regional Partnership, site selection consultants, and other referral sources.

**1.02. Carolantic Marketing.** Carolantic will prepare marketing materials on the Site, list the Site with all appropriate multiple listing services, promote the Site within the NAI Realty network, and utilize any other measures which might help promote the Site and bring companies to consider a location on the Site. Carolantic will provide EDC, at no cost to EDC, copies of promotional materials prepared by Carolantic. Carolantic will undertake any other marketing and promotional efforts which might be of benefit to attract recruitment prospects to the Site.

**1.03. Collaborative Efforts.** EDC and Carolantic will work cooperatively to coordinate and enhance their marketing efforts. They will regularly have planning meetings, as needed, to discuss marketing efforts and how to improve in attracting recruitment prospects to the Site. The purpose of this coordination will be to assure that there is the greatest impact possible in terms of attracting companies to the Site as allowed for by available funds and their joint efforts. As

described more fully herein, EDC will disburse funding (provided by other counties and cities and from EDC's own funds) to Carolantic on a mutually agreeable basis to support certain marketing efforts of Carolantic which will provide benefit to EDC's efforts to recruit companies to the Site. For any materials or marketing efforts which are funded by EDC, Carolantic shall insure that the EDC receives full fair market value from the materials and marketing efforts in return for the funds provided by the EDC. The cooperative marketing efforts to be undertaken by Carolantic with financial support from EDC, for the initial period of this Agreement are as set forth in Attachment B. The Parties agree that they will in the future discuss and potentially agree upon additional cooperative marketing efforts for additional periods of time beyond the initial period of time set forth in Attachment B. Upon an agreement between the Parties as to additional cooperative marketing efforts for additional periods of time, a description of those marketing efforts to be funded in part by EDC will be initialed by representatives of both of the Parties and that description will be inserted into Attachment B.

## **ARTICLE II**

### **FUNDING**

**2.01. EDC/Carolantic Funding.** EDC and Carolantic will be solely responsible for all funding necessary to support each Party's individual marketing efforts that are not being undertaken cooperatively by the Parties. The funding for cooperative marketing efforts in conjunction between EDC and Carolantic, either from the EDC's fund or funds from local governments in the vicinity of the Site, will be maintained in a line item in the EDC's accounts separately from the other operating funds of EDC. Neither Party can obligate the other Party for any funding or financial obligations which are not previously agreed to in writing.

**2.02. Implementation of Cooperative Marketing.** The cooperative marketing efforts between Carolantic and EDC will be based upon the following guidelines and procedures:

- a. Marketing events in which EDC might participate will be brought to the attention of Carolantic. To the extent permissible, as determined by the organizers of such marketing events, EDC will cooperate in attempting to obtain approval for Carolantic to have certain of its representatives at those marketing events.
- b. Marketing events in which Carolantic might participate will be brought to the attention of EDC. To the extent permissible, as determined by the organizers of such marketing events, Carolantic will cooperate in attempting to obtain approval for EDC to have some of its representatives at those marketing events.
- c. When either EDC or Carolantic are working with companies which may consider locating facilities on the Site, they will each attempt to allow the other Party to share in meetings with those prospects. Provided however it is understood that the final decision as to who may participate in those meetings will largely be controlled by the prospect.
- d. To the extent permissible, based upon the preference of each prospect, each of the Parties will keep the other updated as to customers or prospects which are considering the Site.
- e. EDC will receive funds from other local governments in the vicinity of the Site. These might be solicited by EDC or Carolantic. Those funds will be maintained in a separate line item on EDC's accounts for cooperative marketing. These funds and any other funding provided directly by EDC will be paid to Carolantic for cooperative marketing efforts undertaken by Carolantic as agreed to by the Parties periodically. Carolantic will provide to EDC an invoice for any funds it desires to have disbursed by EDC for the cooperative marketing efforts agreed to by the Parties. Those invoices shall state the purposes within the description of marketing efforts shown at Attachment B, which are to be undertaken by Carolantic and an itemization of the funds from

EDC to be allocated to those marketing efforts. Carolantic will meet with EDC at least quarterly to discuss cooperative marketing plans and the funding for those plans from resources of Carolantic or from the cooperative marketing funds held by EDC. Any funds provided by EDC to Carolantic will be used solely for the agreed upon cooperative marketing efforts and shall be in such amounts that are customary and reasonable for the services provided. Those funds will not be used for salaries of employees of Carolantic, administrative overhead of Carolantic, or any other unrelated expenses of Carolantic. Carolantic will maintain financial records to reflect the allocations of the funds from EDC to cooperative marketing efforts agreed upon. The marketing materials purchased with or marketing efforts undertaken by Carolantic which utilize in part funds from EDC as a part of the cooperative marketing efforts will be purchased by Carolantic and/or charged to EDC at a fair market value. Carolantic will at least semi-annually provide written reports to EDC showing what marketing materials and efforts those funds from EDC were used to pay all or a portion of.

### **ARTICLE III**

#### **AUDITS OF EDC**

**3.01.** To the extent EDC is audited by Chatham County, any other local government which contributes to this cooperative marketing effort or by state or federal tax authorities, Carolantic will cooperate fully with EDC in providing information for those audits.

### **ARTICLE IV**

#### **TERMINATION**

**4.01.** This Agreement will be for a term of three (3) years from the date of its execution, and may be renewed for additional periods of time based upon the concurrence of both Parties. Provided however, that either Party may terminate this Agreement in each Party's sole discretion by giving sixty (60) days written notice to the other Party.



**ARTICLE V**  
**NO JOINT VENTURE**

This Agreement and the undertakings described herein does not create any partnership or joint venture between the Parties.

**ARTICLE VI**  
**ASSIGNMENTS**

Neither party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties.

**ARTICLE VII**  
**MISCELLANEOUS**

7.01 **Governing Law.** The parties intend that this Agreement shall be governed by the law of the State of North Carolina.

7.02 **Notices.**

- (a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.
- (b) Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, and addressed as follows:

(1) If to Carolantic, to:

E. Stephen Stroud  
5121 Kingdom Way, Suite 200  
Raleigh, N.C. 27607

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(2) If to the EDC, to:

Kyle E. Touchstone

P.O. Box 1627

Pittsboro, NC 27312

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(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

**7.03 Severability.** If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

**7.04. Entire Agreement: Amendments.** This Agreement, including Attachments A and B which are incorporated herein and made a part hereof by reference, constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by all the parties.

**7.05. Binding Effect.** Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**7.06. Time.** Time is of the essence in this Agreement and each and all of its provisions.

**7.07. Liability of Officers and Agents.** No officer, agent or employee of Carolantic or EDC shall be subject to any personal liability or accountability by reason of the

execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

**7.08. Counterparts.** This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**NAI CAROLANTIC REALTY, INC.**

By:   
Chairman

**CHATHAM COUNTY ECONOMIC  
DEVELOPMENT CORPORATION**

By:   
President

PROPERTY MAP



Legend  
[Symbol] [Symbol]  
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[Symbol] [Symbol]  
[Symbol] [Symbol]

Monclure Property  
WithersRavenel  
Mid-Carolinnic Realty



October 14, 2016

**Marketing Strategy for Moncure Mega-Site: (sample)**

Prepared by:

Steve Stroud, SIOR, Chairman, NAI Carolantic Realty  
Tim Brent, Broker, NAI Carolantic Realty  
Kerry Saunders, Executive Vice President & COO  
Laura Sante, Executive Assistant to Steve Stroud

**Relationship Marketing**

Our deep roots in the Triangle are enhanced by our connection to NAI Global's 375 offices around the world. We have the insight to develop the strategy, the tools to execute the action plan, and the relationships to deliver results.

Our web of relationships include:

- 6,700 NAI colleagues worldwide
- SIOR and CREW national networks
- Economic Development Organizations
- Chambers of Commerce
- Business Community
- Local Brokerage Houses

**Branding:**

We would recommend the development of a website specifically for the Moncure mega-site. All critical documents would be contained on the site. It would need to be a responsive web design allowing webpages to be viewed in response to the size of the device.

**Marketing Brochures**

Our in house Marketing Department is staffed with professionals working diligently on behalf of the owner(s). We have developed several marketing pieces for the mega-site including a summary booklet and 139 page notebook of materials to showcase the project and provide necessary documents for any prospective OEM project.

**Targeted Marketing**

NAI Carolantic has access to a proprietary database, and also utilizes Site-To-Do-Business which includes contact information on over 16 million businesses and 225 million consumers. We utilize this information for development of marketing campaigns and to target prospects.

**Signs**

We analyze projects for a number of factors such as visibility and permitting to determine the appropriate sign size and placement on the property. Our signs direct interested parties to contact NAI Carolantic, and when feasible,

showcase the site plan or conceptual rendering. Given the size of the Moncure mega-site, we do not currently have any signs on the property.

#### **Electronic Initiatives**

Technology provides a way for us to quickly access targeted local, national and international clients. We employ a number of methods to ensure broad coverage and timely delivery of information.

#### **E-Mail Marketing efforts include:**

NAI Global professionals

Local Brokerage

NAI Carolantic identified prospects

Email campaigns run every 2-3 weeks.

#### **Web Sites**

NAI Carolantic [www.naicarolantic.com](http://www.naicarolantic.com)

NAI Carolantic's home page provides a search engine for our listed properties. NAI Carolantic.com provides local, national and international exposure and showcases detailed information regarding the development.

NAI Global [www.naiglobal.com](http://www.naiglobal.com)

NAI Global provides immediate access to a long-established global network of NAI members and clients. The website is accessed by over 6,700 members around the globe and is the largest managed network of commercial professionals in the world.

#### **Commercial Listing Services**

Xceligent – [www.xceligent.com](http://www.xceligent.com)

Xceligent is a leading provider of verified commercial real estate information across the United States. Their research team collects information on commercial properties, buildings available for lease and sale, tenant information, sales comparables, historical trends on lease rates and building occupancy, market analytics and demographics. This information assists real estate professionals, appraisers, owners, investors and developers that make strategic decisions to lease, sell and develop commercial properties.

LoopNet – [www.loopnet.com](http://www.loopnet.com)

LoopNet is the internet's largest and most heavily used commercial real estate service on the web, displaying over 150,000 local and national brokers' listings. LoopNet's property listing service enables the widest possible exposure and is used as a search engine by many major companies.

CoStar – [www.costar.com](http://www.costar.com)

CoStar is much more than a listing service. In addition to agent contributions, CoStar is backed by the industry's largest professional research organization -- a highly trained team of more than 700 researchers, analysts and photographers.

**Broker Network:**

**Broker Blast:** Marketing flyers including fact sheets on newly listed properties or modifications, which reflect changes in offering terms for previously listed properties, are sent on a regular basis to more than 400 brokers and economic development officials.

**Responsiveness:** Our team concept allows us to be immediately responsive to a cooperating broker's request, whether it is for a last minute showing, a weekend tour, or dealing with a client if the client's broker is unavailable.

**Horizontal Marketing:**

As we identify certain segments of the market which would most likely benefit from the features of the Moncure mega-site, we conduct a continuous program of phone-canvassing developers/users.

**Direct Calls:**

We have information on over 7,000 NAI Carolantic clients. We target those appropriate and make personal calls to them.

**NAI Carolantic Annual Conference**

Information on the property is made available at NAI Carolantic's Triangle Commercial Real Estate Conference held every January. Over 1,800 business & community leaders attend this event annually. Our 32nd Annual Conference will be held on January 19, 2017 at the PNC Arena in Raleigh.

**Regular Owner Reporting:**

We believe an important component to any successful marketing campaign includes regular owner reporting on prospect activity. NAI Carolantic submits updates as required.

**Advertising & Promotion:**

Various press releases are sent when deemed appropriate

Tweets are sent on the project as appropriate

Emails are sent to brokers as needed

Emails are sent to economic development officials

Emails are sent to NAI Global professionals

Promotional display boards for the project have been obtained and are used in presentations for the property, as well as displayed in the NAI Carolantic conference room.

Property information is included in our company "Available Properties" emailed monthly to over 400 brokers and economic development officials

As appropriate, we recommend advertising in one or more publications to include print and digital.

**Other Marketing Recommendations:**

Prepare a video on the project to include drone footage to build a "vision" for a prospective buyer.

Present the project and the vision to various groups to include EDPNC. (This has occurred as well as helicopter tours of the site to EDPNC staff and Duke Energy economic development officials)

Presentations have also occurred to various county commissioners and county economic development officials.

**Positioning Moncure In the Triangle:**

Inspire confidence

Educate and give positive impressions

In addition to Chatham County, involve surrounding communities to promote the mega-site to include Lee, Harnett, and Wake counties

Stay on top of public image and information presented to the marketplace, as well as site selection consultants and the brokerage community.

**The NAI Carolantic Brand of Non-Negotiables:**

Expertise

Individualized attention

Progressive strategies

Quality client care

Professionalism

Relationship oriented

Leading-edge technology

Globally connected



Certifications

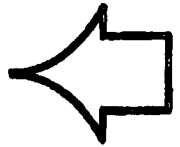
E-Verify Certification. CONTRACTOR/VENDOR agrees that it shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR/VENDOR utilizes a subcontractor, CONTRACTOR/VENDOR agrees that it shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Iran Divestment Act Certification. Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

Dated this the 22 day of February, 2017.

Chatham Economic Development Corporation  
Contractor/Vendor

J. E. Joubert, President  
Title



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

Jean D. Meier  
Signature of County Finance Officer

2/21/17  
Date

Chatham County EDC

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS  
 FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER  
 SUBJECT: BUDGET AMENDMENT:#02/20/17/10  
 DATE: February 20, 2017

SECTION III. THE FOLLOWING DRUG SEIZURE FUND (2110) *REVENUE INCREASES* ARE HEREBY APPROVED:

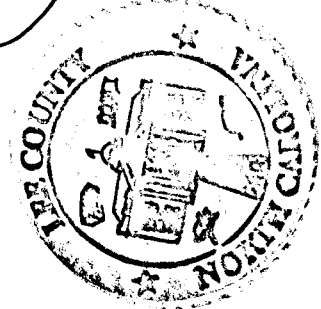
| DEPARTMENT                | ACCOUNT #       | DESCRIPTION              | CURRENT BUDGET | CHANGE | NEW BUDGET |
|---------------------------|-----------------|--------------------------|----------------|--------|------------|
| Drug Seizure Fund-Sheriff | 2110-3930-32697 | State Drug Seizure Funds | 2,000          | 3,500  | 5,500      |
| TOTAL CHANGES             |                 |                          |                | 3,500  |            |

SECTION IV. THE FOLLOWING DRUG SEIZURE FUND (2110) *EXPENSE INCREASES* ARE HEREBY APPROVED:

| DEPARTMENT                | ACCOUNT #       | DESCRIPTION          | CURRENT BUDGET | CHANGE | NEW BUDGET |
|---------------------------|-----------------|----------------------|----------------|--------|------------|
| Drug Seizure Fund-Sheriff | 2110-4310-43550 | Dues & Subscriptions | -              | 3,500  | 3,500      |
| TOTAL CHANGES             |                 |                      |                | 3,500  |            |

*Timothy S. Sloan*  
 TIMOTHY S. SLOAN, VICE-CHAIR

*Jennifer Gamble*  
 JENNIFER GAMBLE, CLERK TO THE BOARD



# County Manager's Report – February 20, 2017

## Ongoing Projects

**San Lee Park** – Work has slowed down over the last two weeks at the new nature center. Suppliers have been delayed in getting product to the site. This should be corrected in the next couple of weeks, and once delivery has occurred, progress should progress quickly. The County continues to work on the new sewer line. The County has awarded the bids on the sewer line and should begin in the next week. This project is still tracking towards completion in May 2017. We are also working with the contractor of the metal storage building. Most of the work has been completed. We are now working on the plumbing and electrical. We expect this project to be finished in March 2017.

**Old Bowling Alley** – Work is almost complete inside the building. Once completed, we will need State Buildings to approve the work before we can begin coordinating Probation's move to the building.

**OT Sloan Pool** – We met with our pool consultant, Mark Voigt, on February 10<sup>th</sup>. We have developed a tentative plan to have all work completed by Memorial Day except for the floating platform. We are working on getting this completed sometime in the summer or early fall. Michael Silverman and I will be visiting the YMCA in Cary to see how they have enclosed their pool. This meeting is scheduled for February 15<sup>th</sup>.

**Colon Road Water** – We received the RFQ's for the engineering of the water lines in the Colon Road area. We will be making a recommendation to the Commissioners for an award at the March 6<sup>th</sup> meeting.

## Other Items

**Hurricane Matthew Update** – Attached please find a report from FEMA on the Hurricane Matthew aftermath. Locally there is not any news to report.

## Reports

**Building Inspections Report** – Please find attached the January's Building Inspections Report.

**Community Development/Activity Summary** – January's report is attached.

**Tax Report** – Please find attached the Tax Collection Summary Report for January.

## Upcoming Meetings/Events:

March 6 – Commissioners Regular Monthly Meeting - 6:00 pm.

March 20 – Commissioners Regular Monthly Meeting – 6:00 pm.

NORTH CAROLINA, LEE COUNTY  
Presented for registration on this 22<sup>nd</sup> day  
of March 20, 17 at 2:30 AM PM  
recorded in Book 28 Page 747  
Pamela G. Britt, Register of Deeds