



**Orange County  
Board of Commissioners**

**Agenda**

**Business Meeting**

February 4, 2020

7:00 p.m.

Richard Whitted Meeting Facility

300 West Tryon Street

Hillsborough, NC 27278

**Note:** Background Material  
on all abstracts  
available in the  
Clerk's Office

**Compliance with the "Americans with Disabilities Act"** - Interpreter services and/or special sound equipment are available on request. Call the County Clerk's Office at (919) 245-2130. If you are disabled and need assistance with reasonable accommodations, contact the ADA Coordinator in the County Manager's Office at (919) 245-2300 or TDD# 919-644-3045.

**1. Additions or Changes to the Agenda**

**PUBLIC CHARGE**

*The Board of Commissioners pledges its respect to all present. The Board asks those attending this meeting to conduct themselves in a respectful, courteous manner toward each other, county staff and the commissioners. At any time should a member of the Board or the public fail to observe this charge, the Chair will take steps to restore order and decorum. Should it become impossible to restore order and continue the meeting, the Chair will recess the meeting until such time that a genuine commitment to this public charge is observed. The BOCC asks that all electronic devices such as cell phones, pagers, and computers should please be turned off or set to silent/vibrate. Please be kind to everyone.*

**Arts Moment** – Nancy Peacock, served as Piedmont Laureate in 2018, and is the author of the novels *Life Without Water* (chosen as a New York Times Notable Book), *Home Across the Road*, and *The Life and Times of Persimmon Wilson*, winner of ShelfUnbound Best Self Published Novel, and *Writer's Digest Best Self-Published Book in Mainstream Fiction*, later traditionally published by Atria Press. She is also the author of the memoir and "writing-in-the-real-world" guide *A Broom of One's Own: Words on Writing, Housecleaning and Life*, which chronicles the many years she spent dusting her own books as she earned a living cleaning houses, and what she learned about writing from that humbling experience. Cheryl Strayed, author of *Wild*, says of *A Broom of One's Own*, "Each essay is an engaging, well-written, funny and poignant journey into Nancy Peacock's generous spirit, humble heart and incisive mind." Nancy runs writing groups for women and for 16 years has facilitated a popular, free Prompt Writing Workshop, now held at Flyleaf Books the second Saturday of every month.

**2. Public Comments (Limited to One Hour)**

(We would appreciate you signing the pad ahead of time so that you are not overlooked.)

- a. Matters not on the Printed Agenda (Limited to One Hour – THREE MINUTE LIMIT PER SPEAKER – Written comments may be submitted to the Clerk to the Board.)

*Petitions/Resolutions/Proclamations and other similar requests submitted by the public will not be acted upon by the Board of Commissioners at the time presented. All such requests will be referred for Chair/Vice Chair/Manager review and for recommendations to the full Board at a later date regarding a) consideration of the request at a future Board meeting; or b) receipt of the request as information only. Submittal of information to the Board or receipt of information by the Board does not constitute approval, endorsement, or consent.*



b. **Matters on the Printed Agenda**

(These matters will be considered when the Board addresses that item on the agenda below.)

**3. Announcements, Petitions and Comments by Board Members (Three Minute Limit Per Commissioner)**

**4. Proclamations/ Resolutions/ Special Presentations**

- a. National Register Approval for Cedar Grove School and the Schley Grange Hall

**5. Public Hearings**

- a. Amendment of the Master Telecommunication Plan Map (MTP)

**6. Regular Agenda**

- a. Climate Action Tax Recommendations for FY 2019-20

**7. Reports**

**8. Consent Agenda**

- Removal of Any Items from Consent Agenda
- Approval of Remaining Consent Agenda
- Discussion and Approval of the Items Removed from the Consent Agenda

a. Minutes

b. Motor Vehicle Property Tax Releases/Refunds

c. Property Tax Releases/Refunds

d. Application for Property Tax Exemption/Exclusion

e. Advertisement of Tax Liens on Real Property

f. Fiscal Year 2019-20 Budget Amendment #5

g. Change in BOCC Meeting Schedule for 2020

h. Request for Road Additions to the State Maintained Secondary Road System for Henderson Woods Lane, Martin Madden Way, and Shakori Trail in Henderson Woods Subdivision

i. Agreement Ratification of the Cane Creek Fire Protection District Amendment and Approval of Orange County Volunteer Fire Department Updated Agreements

**9. County Manager's Report**

**10. County Attorney's Report**

**11. \*Appointments**

**12. Information Items**

- January 21, 2020 BOCC Meeting Follow-up Actions List
- Tax Collector's Report – Numerical Analysis
- Tax Collector's Report – Measure of Enforced Collections
- Tax Assessor's Report – Releases/Refunds under \$100



**13. Closed Session**

**14. Adjournment**

*Note: Access the agenda through the County's web site, [www.orangecountync.gov](http://www.orangecountync.gov)*

**\*Subject to Being Moved to Earlier in the Meeting if Necessary**

Orange County Board of Commissioners' meetings and work sessions are available via live streaming video at [orangecountync.gov/967/Meeting-Videos](http://orangecountync.gov/967/Meeting-Videos) and Orange County Gov-TV on channels 1301 or 97.6 (Spectrum Cable).

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 4, 2020

**Action Agenda  
Item No.** 4-a

**SUBJECT:** National Register Approval for Cedar Grove School and the Schley Grange Hall

**DEPARTMENT:** Environment, Agriculture, Parks  
and Recreation (DEAPR)

**ATTACHMENT(S):**

- 1) Cedar Grove School – Excerpt from National Register Report
- 2) Schley Grange Hall – Excerpt from National Register Report
- 3) Elected Official Comment Letters

**INFORMATION CONTACT:**

Peter Sandbeck, 245-2517

**PURPOSE:** To consider the Historic Preservation Commission (HPC) recommendation that the historic properties known as the Cedar Grove School and the Schley Grange Hall be approved and forwarded to the State Historic Preservation Office for listing in the National Register of Historic Places.

**BACKGROUND:** The federal process for listing a property in the National Register of Historic Places includes a provision giving the BOCC the opportunity to offer a recommendation supporting or opposing the listing of historic properties within its jurisdiction. The HPC fully supports the nomination of these properties to the National Register. As required, the HPC held a public hearing and received public comment about these proposed National Register listings at its regular meeting on January 22, 2020.

DEAPR contracted with consultants to prepare the National Register Reports to promote recognition for properties of special historical, architectural or cultural significance to Orange County. This is an ongoing HPC program to protect and preserve historic resources. Funding was provided through the County's Lands Legacy Program, which includes as one of its priorities the protection of "lands of historic, cultural, or archaeological significance."

The National Register is an honorary designation that carries no local regulatory burden, but does provide a federal and state process for protection in the case of projects receiving federal or state funding, or projects that require some form of federal or state permit or license.

The attached excerpts from the National Register Reports provide brief statements on the significance and describe how the properties meet the applicable National Register criteria (Attachments 1 and 2). The full research reports for each property can be viewed via these links:

Cedar Grove School: <http://www.orangecountync.gov/DocumentCenter/View/9484/Cedar-Grove-School-National-Register-Report?bidId=>

Schley Grange Hall: <http://www.orangecountync.gov/DocumentCenter/View/9485/Schley-Grange-Hall-National-Register-Report?bidId=>

**FINANCIAL IMPACT:** The National Register Reports were funded in part from the Lands Legacy Program budget for FY 2018-19. The Cedar Grove School cost was \$3,500 (less than usual cost due to DEAPR staff providing much of the research). The Schley Grange Hall cost totaled \$2,750 in County funds, plus \$2,750 in matching funds provided by the Schley Grange.

**SOCIAL JUSTICE IMPACT:** There is no Orange County Social Justice Impact associated with this item.

**ENVIRONMENTAL IMPACT:** There is no Orange County Environmental Responsibility Goal impact associated with this item.

**RECOMMENDATION(S):** The Manager recommends that the Board endorse the National Register Nominations of the Cedar Grove School and Schley Grange Hall and authorize the Chair to sign the Elected Official Comment Letters (Attachment 3) to indicate the Board's recommendation for listing both properties in the National Register.

United States Department of the Interior  
National Park Service

## National Register of Historic Places Continuation Sheet

Section number 8 Page 10

Cedar Grove School  
Orange County, North Carolina

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### Summary

Cedar Grove School in rural Orange County was completed in 1951 with additions in 1953, 1958, and 1960. From the time the Orange County Board of Education purchased the land for its construction in 1946 until 1954, the school was referred to as Cedar Grove Negro School. After 1954, the school board and local newspapers called it Cedar Grove School or Cedar Grove Elementary School. Cedar Grove School holds significance on the local level for the period 1951, the year of construction, to 1969, when county schools integrated and the county school board closed Cedar Grove School.

Cedar Grove School meets National Register of Historic Places Criterion A in the areas of education and black ethnic heritage as a facility providing early education to African American students in northern rural Orange County from 1951 to 1969. The school's history chronicles the advancement of African American education in rural Orange County in the mid-twentieth century in the context of a segregated school system. Cedar Grove School, as an important pre-integration elementary school, evokes the period in Orange County when African American students, parents, teachers, and administrators struggled for their schools to receive funding, materials, and buildings comparable to white schools. The school dates to the period when *Brown v. Board of Education of Topeka* (1954) found separate schools for whites and African Americans unconstitutional, a landmark case that signaled the beginning of a long period of defiance by white school boards across the South. *Brown* and the Civil Rights Act of 1964, which outlawed segregation, required school systems to integrate, something that did not happen in Orange County until 1969. Cedar Grove School is also eligible under Criterion C for architecture as a locally significant example of modernism as applied to a public school building. Designed by architect Archie Royal Davis, Cedar Grove School's low slung, flat-roofed form with copious windows to allow natural light into the classrooms epitomized modernist school design in North Carolina in the 1950s and 1960s.

### Historical Background

In March 1935, a committee of African American residents of the Carr, White Oak, Harmony, Cedar Grove, and Sartin school districts—all in northern Orange County—appeared before the county's board of education to request consolidation of their districts and construction of a new brick building north of Hillsborough. At the time, African American children throughout Orange County attended classes in one of twenty-eight small, often overcrowded and inadequate frame buildings. Ten consolidated schools, only one of them frame, served the county's white students. At Carr School, two teachers instructed eighty-two African American first through seventh graders. The single teacher at Harmony School taught sixty first

# Attachment 2: Schley Grange Hall

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NPS Form 10-900-a  
(8-88)

OMB Approval No. 1024-0018

United States Department of the Interior  
National Park Service

## National Register of Historic Places Continuation Sheet

Section number 8 Page 8 Schley Grange Hall  
Orange County, NC

### Section 8. Statement of Significance

Built in 1949, the locally significant Schley Grange Hall meets National Register of Historic Places Criterion A for social history as the Orange County agricultural community of Schley's primary meeting place and recreational center. The building is the only dedicated Grange hall identified in the county's up-to-date comprehensive architectural survey and thus is recognized as the only extant historic example of this resource type retaining integrity to survive in Orange County. Schley Grange No. 710 has been the area's largest fraternal association since its 1931 creation at the height of the North Carolina Grange's twentieth-century revitalization. Subsidized by a \$50,000 national community service award from Sears-Roebuck Foundation, Schley Grange Hall replaced the decommissioned frame public school where the group had previously gathered. Grange members successfully executed five initiatives to win the competition, garnering a fully equipped building that quickly became the community's social hub. The Grange hosted educational and recreational events and encouraged the agricultural extension service, healthcare providers, American Legion Post 452, and the community at large to do the same. Facilities including a concession building/cook house, baseball/softball field, and horseshoe pitching pits were added by 1960 and supplemented through the early-twenty-first-century with a picnic shelter, restroom building, and batting cage. The period of significance begins with the Grange hall's 1949 completion and continues through 1970. The building's function after 1970 is not of exceptional significance.

### Historical Background and Social History Context

The small crossroads community three miles north of Hillsborough became known as Schley when the U. S. government initiated postal service in 1898. Residents received and posted mail at Charles Wilson and David S. Miller's general store. Miller was Schley's sole postmaster from August 22, 1898 until postal service was discontinued on June 15, 1907. According to oral tradition, he suggested the post office name to honor Spanish American War hero Rear Admiral Winfield Scott Schley, whose achievements had recently been celebrated during a national tour. The district's weatherboarded public school, formerly known as McKee School, was renamed Schley School in conjunction with the post office opening. The close-knit community primarily comprised farmers. Neighbors aided each other with farm operation and building construction and gathered for social activities and worship services.<sup>10</sup>

The Grange (officially the National Grange of the Order of Patrons of Husbandry), a fraternal organization created in 1867, provided a mechanism for farmers to improve their economic and social position through community-based initiatives and to advocate for agricultural regulation. The association,

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<sup>10</sup> Schley School stood on Schley Road's east side in what is now the parking lot north of Schley Grange Hall. North Carolina Postal History Society, "Orange County," postmark and postmaster compilation, April 20, 2014, p. 62; <http://www.ncpostalhistory.com/resources/north-carolina-postmark-catalog-update/> (accessed August 2018); "Building Received by Grange," *News and Observer* (Raleigh), December 7, 1949, p. 2; Natalie Sicuro and George Seymour Maisel, "Schley 1958: the story of a community and its people," UNC-Chapel Hill, May 1958.

THE CHIEF ELECTED LOCAL OFFICIAL OR THE LOCAL GOVERNING BOARD SHOULD COMPLETE ONE OF THE FOLLOWING COMMENT PARAGRAPHS:

C. I, **Penny Rich, Chair**, or We, the **Orange County Board of Commissioners**, have reviewed the nomination for the **Cedar Grove School** and find that the property **meets** the criteria for listing in the National Register of Historic Places as stated in Section 8 of the report. We therefore, **recommend** that the property be submitted for listing in the Register.

Additional Comments:

\_\_\_\_\_  
Chief Local Elected Official's signature and date

D. I, **Penny Rich, Chair**, or We, the **Orange County Board of Commissioners**, have reviewed the nomination for the **Cedar Grove School** and find that the property **does not meet** the criteria for listing in the National Register of Historic Places as stated in Section 8 of the report. We therefore, **do not recommend** that the property be submitted for listing in the Register. The reasons for my (or our) findings concerning this nomination are stated below (use additional sheet if necessary).

Additional comments:

\_\_\_\_\_  
Chief Local Elected Official's signature and date

THE CHIEF ELECTED LOCAL OFFICIAL OR THE LOCAL GOVERNING BOARD SHOULD COMPLETE ONE OF THE FOLLOWING COMMENT PARAGRAPHS:

C. I, **Penny Rich, Chair**, or We, the **Orange County Board of Commissioners**, have reviewed the nomination for the **Schley Grange Hall** and find that the property **meets** the criteria for listing in the National Register of Historic Places as stated in Section 8 of the report. We therefore, **recommend** that the property be submitted for listing in the Register.

Additional Comments:

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Chief Local Elected Official's signature and date

D. I, **Penny Rich, Chair**, or We, the **Orange County Board of Commissioners**, have reviewed the nomination for the **Schley Grange Hall** and find that the property **does not meet** the criteria for listing in the National Register of Historic Places as stated in Section 8 of the report. We therefore, **do not recommend** that the property be submitted for listing in the Register. The reasons for my (or our) findings concerning this nomination are stated below (use additional sheet if necessary).

Additional comments:

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Chief Local Elected Official's signature and date

**ORANGE COUNTY  
BOARD OF COMMISSIONERS  
ACTION AGENDA ITEM ABSTRACT**  
**Meeting Date:** February 4, 2020

**Action Agenda  
Item No.** 5-a

**SUBJECT:** Amendment of the Master Telecommunication Plan Map (MTP)

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**DEPARTMENT:** Planning and Inspections

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**ATTACHMENT(S):**

1. Master Telecommunication Plan Map (MTP)
2. Synopsis of Development Requirements for Telecommunication Facilities per the UDO
3. Public Hearing Legal Ad
4. Vicinity Map of 7203 Union Grove Church Road
5. Resolution Amending the MTP

**INFORMATION CONTACT:**

Michael D. Harvey, Planner III, (919) 245-2597  
Craig Benedict, Planning Director, (919) 245-2575

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**PURPOSE:** To hold a public hearing, receive comment, and consider action on a request to modify the Master Telecommunication Plan Map (MTP) in accordance with the provisions of Section 5.10.2 *Master Telecommunication Plan* of the Orange County Unified Development Ordinance (UDO). Specifically, the BOCC is considering a request to add 7203 Union Grove Church Road to the MTP.

**BACKGROUND:** There are portions of the County that are either not served, or are underserved, by telecommunication services. This has become an impediment to essential County communications for several departments (i.e. Emergency Management, Sheriff, Information Technologies, Building Inspections, Health Department, etc.) and has negatively impacted local residents. In an attempt to address these issues, the County created the MTP.

The MTP is, ultimately, a marketing tool identifying properties where owners have expressed an interest in allowing the development of telecommunication facilities. Staff encourages providers to develop facilities on these properties in an effort to promote the efficient distribution of telecommunication facilities serving the public at large as well as public safety telecommunication networks.

Requests to include/remove properties from the MTP are processed consistent with the provisions of Section 5.10.2 of the UDO. Such requests must be submitted to the Planning Department by December 1 of each year and are reviewed annually, as warranted, by the BOCC at the first public hearing of the calendar year.

The MTP was originally approved by the BOCC on February 28, 2011. Agenda materials from this meeting can be accessed at: <http://server3.co.orange.nc.us:8088/weblink/0/doc/21958/Page1.aspx>.

Minutes from that meeting can be accessed at:

<http://server3.co.orange.nc.us:8088/WebLink/0/doc/22420/Page1.aspx>.

At this time the MTP, a copy of which is contained in Attachment 1, includes 15 parcels identified as follows:

1. The Cedar Grove Fire Department, PIN 9838-85-4442 (P-1);
2. The Cedar Grove County Park, PIN 9858-84-9350 (P-2);
3. The Caldwell Fire Department, PIN 9898-57-4171 (P-3);
4. The future County Northeast Park, PIN 9887-52-0801 (P-4);
5. The Walnut Grove County Solid Waste facility, PIN 9867-41-9070 (P-5);
6. The Eno Fire Department, PIN 9896-80-8705 (P-6);
7. Property off of Buckhorn Road, PIN 9834-28-9281 (P-7);
8. The County's soccer field complex off of West Ten Road, PIN 9834-28-9281 (P-8);
9. The County's Blackwood park property off of NC Highway 86, PIN 9872-55-7302 (P-9);
10. The County's Millhouse Road park property, PIN 9871-51-9160 (P-10);
11. An OWASA site, PIN 9830-25-2373 (P-11);
12. The American Stone Quarry site off of NC Highway 54, PIN 9759-54-4146 (P-12);
13. White Cross Volunteer Fire Department, PIN 9738-50-6758 (P-13);
14. 2200 Mangum Court, PIN 9797-32-6626 (P-14);
15. 3820 Cedar Run Court, PIN 9846-65-1414 (P-15).

Inclusion of a parcel on the MTP **does not** exempt telecommunication facilities from complying with applicable development standards as prescribed within Section 5.10 of the UDO. A synopsis of existing allowances/requirements is contained within Attachment 2.

As previously indicated, staff has received a request from Mr. Greg Bohlen, the property owner, to include 7203 Union Grove Church Road on the MTP. The property, further identified utilizing Orange County Parcel Identification Number (PIN) 9860-28-9935, is an approximately 10 acre parcel of property zoned Rural Buffer (RB) University Lake Protected Watershed Protection Overlay District.

Please refer to Attachment 3 for a copy of the legal advertisement for this hearing and Attachment 4 for a map of the property.

This is an area where existing telecommunication services (i.e. cell phone, emergency communications, broadband, etc.) have been found to be deficient.

Planning Director's Recommendation: The Director has determined there is a need for additional telecommunication infrastructure/services in this area to address the need for reliable cellular service, increase the effectiveness of the existing emergency communications network,

and increasing opportunities for broadband services. Further, the Director has found the request consistent with several provisions of the 2030 Comprehensive Plan, notably:

- **Land Use Overarching Goal**: Coordination of the amount, location, pattern and designation of future land uses, with availability of County services and facilities sufficient to meet the needs of Orange County's population and economy consistent with other Comprehensive Plan element goals and objectives.
- **Services and Community Facilities Goal 7**: Efficient and effective public safety including, police, fire, telecommunications, emergency services, and animal services.
- **Objective PS-T-6**: Develop a mechanism for cooperation with telecommunication facilities stakeholders regarding the siting and design of towers.
- **Objective PS-T-7**: Manage the number of future wireless telecommunication facilities by identifying preferred locations capable of accommodating service Countywide.
- **Objective PS-T-8**: Encourage the expansion of affordable, high-speed Internet access, fiber-optic lines, and other high-speed communication networks to rural and underserved areas.
- **Objective PS-9**: Maintain a radio communication system that ensures reliable notification and oversight of emergency assets, such as personnel, vehicles, and response equipment, throughout Orange County and inter-operability of communication among jurisdictions.

The Director recommends approval of the request to amend the MTP to include 7203 Union Grove Church Road as Site P-16.

As the adoption/modification of the MTP does not involve the approval of a specific development project, establish regulatory guidelines, make formal recommendations on revising development criteria or establish recommendations on modifying development policies (i.e. small area plans), or provide any form of development approval, the Planning Board is not required to review or make a recommendation on the MTP.

Attachment 5 includes the resolution modifying the MTP to include 7203 Union Grove Church Road.

**FINANCIAL IMPACT:** Consideration and approval of this request will not create the need for additional funding for the provision of County services. Costs for the required legal advertisement were paid from FY2019-20 Departmental funds budgeted for this purpose. Existing Planning staff included in the Departmental staffing budget accomplished the work required to process this amendment.

**SOCIAL JUSTICE IMPACT:** The following Orange County Social Justice Goals are applicable to this item:

- **GOAL: ESTABLISH SUSTAINABLE AND EQUITABLE LAND-USE AND ENVIRONMENTAL POLICIES**  
The fair treatment and meaningful involvement of people of all races, cultures, incomes and educational levels with respect to the development and enforcement of environmental laws, regulations, policies, and decisions. Fair treatment means that no

group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**

The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

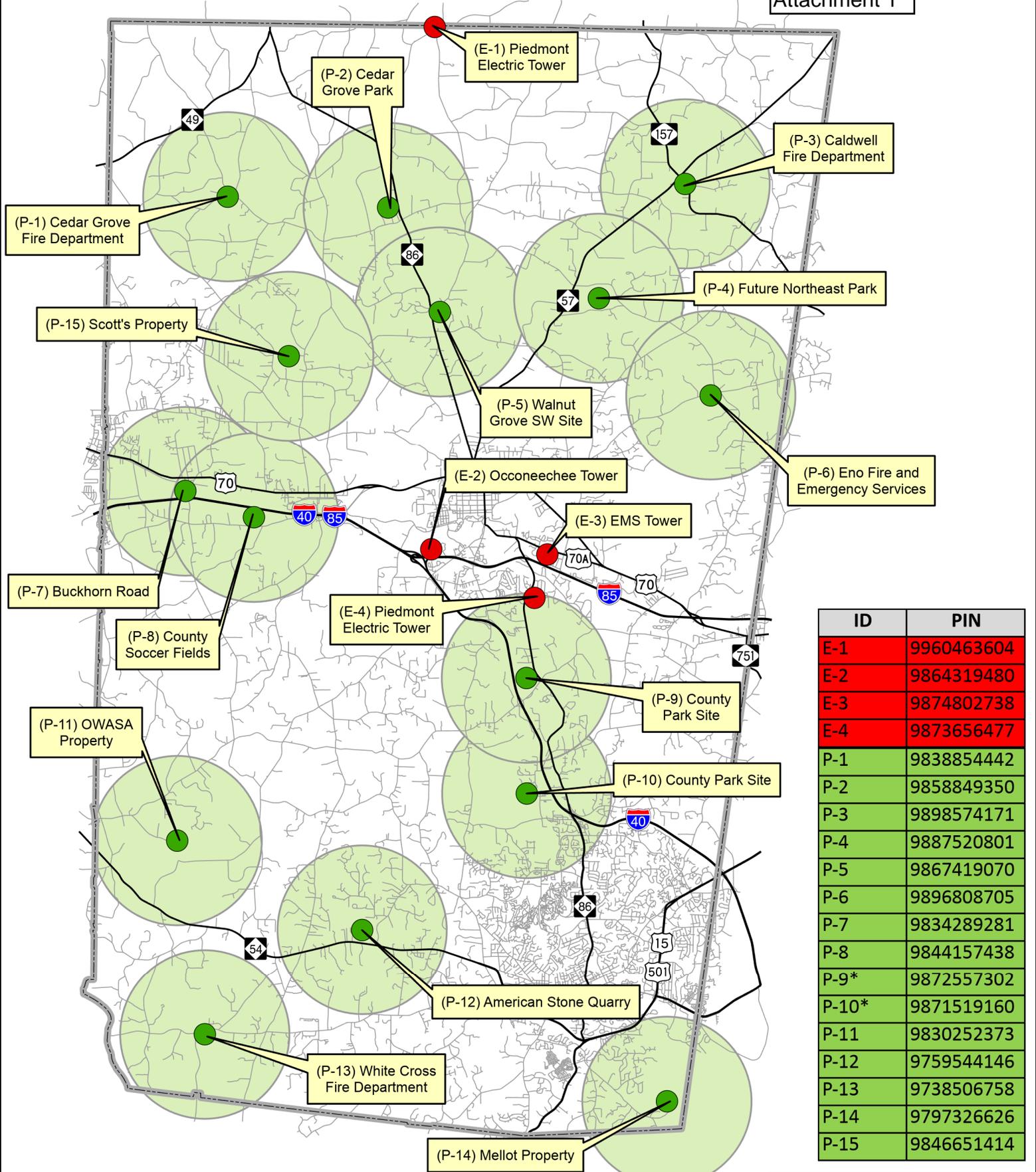
**ENVIRONMENTAL IMPACT:** There are no Orange County Environmental Responsibility Goal impacts associated with this item.

**RECOMMENDATION(S):** The Manager recommends the Board:

1. Receive the request;
2. Conduct the public hearing and accept comment;
3. Close the public hearing. (Note that, because this is a legislative decision, additional comments at a later date are permitted); and
4. Approve Attachment 5 amending the MTP to include adding 7203 Union Grove Church Road.

# Approved Master Telecommunications Plan Map 5

Attachment 1



ID	PIN
E-1	9960463604
E-2	9864319480
E-3	9874802738
E-4	9873656477
P-1	9838854442
P-2	9858849350
P-3	9898574171
P-4	9887520801
P-5	9867419070
P-6	9896808705
P-7	9834289281
P-8	9844157438
P-9*	9872557302
P-10*	9871519160
P-11	9830252373
P-12	9759544146
P-13	9738506758
P-14	9797326626
P-15	9846651414

- Existing Tower Locations
- Approved Tower Locations
- 2 Mile Buffer

\* Properties to be held in reserve. No tower development without BOCC approval and there are no other viable collocation opportunities on surrounding facilities.

N

1 in = 3 miles

Miles

0 3

Orange County Planning and Inspections  
BC 1/15/2020

## **Synopsis of UDO requirement(s) for telecommunication facilities:**

### PERTINENT DEFINITIONS (Article 10):

#### **Telecommunication Facilities, Master Telecommunications Plan (“Plan”)**

*A plan developed for Orange County by the County’s Planning Department that shows properties where owners have expressed interest in allowing the placement of telecommunications wireless support structures provided that all applicable federal, state, and local regulations are met. Information that may be shown on the plan will include existing wireless support structures, County defined Natural Areas, historic properties, scenic corridors, all major electrical lines, Voluntary Agricultural Districts, existing telecommunication wireless support structures, known bird migratory patterns through the County and all public and quasi-public properties that may allow telecommunication facilities. The Plan will be for purposes of disclosing information to telecommunication providers when they are seeking to establish their telecommunication networks in the County.*

#### **Telecommunication Facilities, Wireless support structure**

*A new or existing structure, such as a monopole, lattice, or guyed tower that is designed to support or capable of supporting wireless facilities. A utility pole is not a wireless support structure.*

### SECTION 5.2 – TABLE OF PERMITTED USES:

The following towers are permitted for development with Orange County:

- Use 63 – Telecommunication Towers – Stealth (75 feet or shorter): Permitted by right subject to the review of a site plan submitted in accordance with Section(s) 2.5 *Site Plan* and Section 5.10 *Standards for Telecommunication Facilities* of the UDO;
- Use 64 – Telecommunication Towers – (Over 75 feet to less than 200 feet in height): Permitted by right subject to the issuance of a Class B Special Use Permit (hereafter ‘SUP’) in accordance with Section(s) 2.7 *Special Use Permits* and 5.10 *Standards for Telecommunication Facilities* of the UDO. Applications are reviewed and acted upon by the Orange County Board of Adjustment upon conclusion of a duly advertised quasi-judicial public hearing.
- Use 65 – Telecommunication Towers – (200 feet and higher): Permitted by right subject to the issuance of a Class A SUP in accordance with Section(s) 2.7 *Special Use Permits* and 5.10 *Standards for Telecommunication Facilities* of the UDO. Applications are reviewed by the Planning Board, who make a recommendation on the approval or denial of the request, and acted upon by the Board of County Commissioners upon conclusion of a duly advertised quasi-judicial public hearing.

## ADMINISTRATIVE APPROVAL OF TELECOMMUNICATION FACILITIES:

Per Section 5.10.6 (A) of the UDO, under certain circumstances telecommunication facilities may be approved administratively by staff (i.e. no action by either the Board of Adjustment or BOCC) including:

- *Any wireless support structure less than 200 feet in height located on property that is owned or leased by Orange County; and*
- *Any wireless support structure less than 200 feet in height on which the owner of such facility permits the County to collocate its wireless facilities on the structure at no charge to the County when the location of such facility is of benefit to the County as determined in the sole discretion of the County.*

Telecommunication facilities approved consistent with the provisions of Section 5.10.6 are still required to demonstrate compliance with the provisions of Section 5.10.8 of the UDO. Further a neighborhood information meeting and balloon test are required for all administratively approved new telecommunication facilities.

Per Section 5.10.8 (A) (3) of the UDO, all telecommunication facilities subject to administrative review and approval are evaluated consistent with the following standards:

*(a) A proposed tower shall not be permitted if it is not substantially necessary for the telecommunications service need identified pursuant to the standards of this Ordinance.*

*(b) Tower height shall be measured from the base of the tower to the highest point of the proposed antenna(s), with lightning rod, to be located atop the tower structure.*

*(c) Telecommunications towers shall conform with all of the requirements of this Ordinance.*

*(d) All towers shall be engineered to allow for collocations. No co-locator shall be refused access for collocation by charging exorbitant lease fees. Public safety provider collocations shall take priority over other co-locators.*

*(e) A telecommunications consultant shall provide Planning Staff assistance on exorbitant rate leases.*

*(f) All wireless support structures shall satisfy all applicable public safety, land use, or zoning issues required in this Ordinance, including aesthetics, landscaping, land-use based location priorities, structural design, setbacks, and fall zones.*

*(g) Applicants shall evaluate the reasonable feasibility of collocating new antennas and equipment on an existing structure or structures within the applicant's search ring.*

*(h) Prior to issuing a building permit for the collocation of an antenna array on an existing facility, an applicant shall demonstrate that the collocation is located appropriately on the facility with the overall goal being to preserve the carrying capacity of the facility for future collocations and to minimize the visual intrusiveness and impact, including the profile of the facility.*

*(i) In determining the necessary height for a facility, or the height of a collocation on a facility, the signal strengths analyzed shall be the threshold or lowest signal strength at which the customer equipment is designed to function, which may be required to be determined by the manufacturer's published specifications for the customer equipment.*

*(j) Approval of the Planning Director to verify consistency with the definition of stealth facility is required.*

*(k) All telecommunications towers shall be placed in heavily wooded areas on the site to the maximum extent possible so as to lessen the visual intrusiveness of the structure and accessory structures.*

*(l) No tower shall be permitted to exceed its designed loading capacity. For all wireless support structures attached to existing structures, the engineer certification statement shall include certification that the structure can support the load superimposed from the wireless support structure. All wireless support structures shall have the capacity to permit multiple users; at a minimum monopole wireless support structures shall be structurally designed to accommodate four users and self-support/lattice or guyed wireless support structures shall, at a minimum accommodate three users.*

#### LOCATION OF TOWERS:

Section 5.10.8 (B) (4) (b) of the UDO contains standards with the respect to the location of towers reading as follows:

##### *Location of Wireless Support Structures.*

- (i) Applicants for facilities shall locate, site, and erect said facilities according to the following priorities, in the following order:*
- a. On existing County-owned facilities without increasing the height of the tower or structure.*
  - b. On existing Facilities without increasing the height of the tower or structure.*
  - c. On County-owned properties or facilities.*
  - d. On properties in areas zoned for commercial or industrial use.*
  - e. On properties in areas zoned Agricultural Residential (AR).*
  - f. On properties in areas zoned for residential use.*

In reviewing the appropriateness of any tower application, this list of preferences is required to be a component of that review.

'Ranking' of priority sites is one (1) of the chief goals of the MTP in an effort to comply with the provisions of the UDO.

**NOTICE OF PUBLIC HEARING  
ORANGE COUNTY BOARD OF COMMISSIONERS**

A public hearing will be held at the Whitted Building, 300 West Tryon Street, 2nd Floor, Hillsborough, North Carolina, on Tuesday, February 4, 2020 at 7:00 PM for the purpose of giving all interested residents an opportunity to speak for or against the following items:

1. **Amendment to the Master Telecommunications Plan Map:** In accordance with the provisions of Section 5.10.2 *Master Telecommunication Plan* of the Orange County Unified Development Ordinance (UDO), the County has received a request to amend the Master Telecommunications Plan Map (MTP) by adding a parcel of property off Union Grove Church Road within the Chapel Hill Township.

The MTP identifies properties where telecommunication providers are encouraged to develop, redevelop, modify, or expand telecommunication facilities in an effort to promote the efficient distribution of telecommunication facilities serving the public at large. This includes locations that serve, or may be required to serve, public safety and information technology telecommunications network.

The MTP, originally adopted by the County on February 14, 2011, includes 15 parcels and is available on the Planning Department's web site at <http://www.co.orange.nc.us/1334/Planning-GIS-Maps>.

It should be noted the MTP only pre-identifies potential telecommunication sites. Inclusion of a parcel on the MTP does not exempt providers from obtaining required permit(s) consistent with the provisions of the UDO. No formal applications proposing the development of telecommunication facilities have been received, or will be approved, as part of this public hearing. Requests to include properties on the MTP are processed consistent with the provisions of Section 5.10.2 of the UDO.

Staff has received a request to include 7203 Union Grove Church Road on the MTP. The property, further identified utilizing Orange County Parcel Identification Number (PIN) 9860-28-9935, is an approximately 10 acre parcel of property zoned Rural Buffer (RB) University Lake Protected Watershed Protection Overlay District.

Purpose: To review the item and receive public comment on the proposed amendment to the MTP.

Substantial changes in items presented at the public hearing may be made following the receipt of comments made at the public hearing. Accommodations for individuals with physical disabilities can be provided if the request is made to the Planning Director at least 48 hours prior to the Public Hearing by calling one of the phone numbers below. The full text of the public hearing items may be obtained no later than January 31, 2020 on the County website [www.orangecountync.gov](http://www.orangecountync.gov) at the County Commissioners Agendas link.

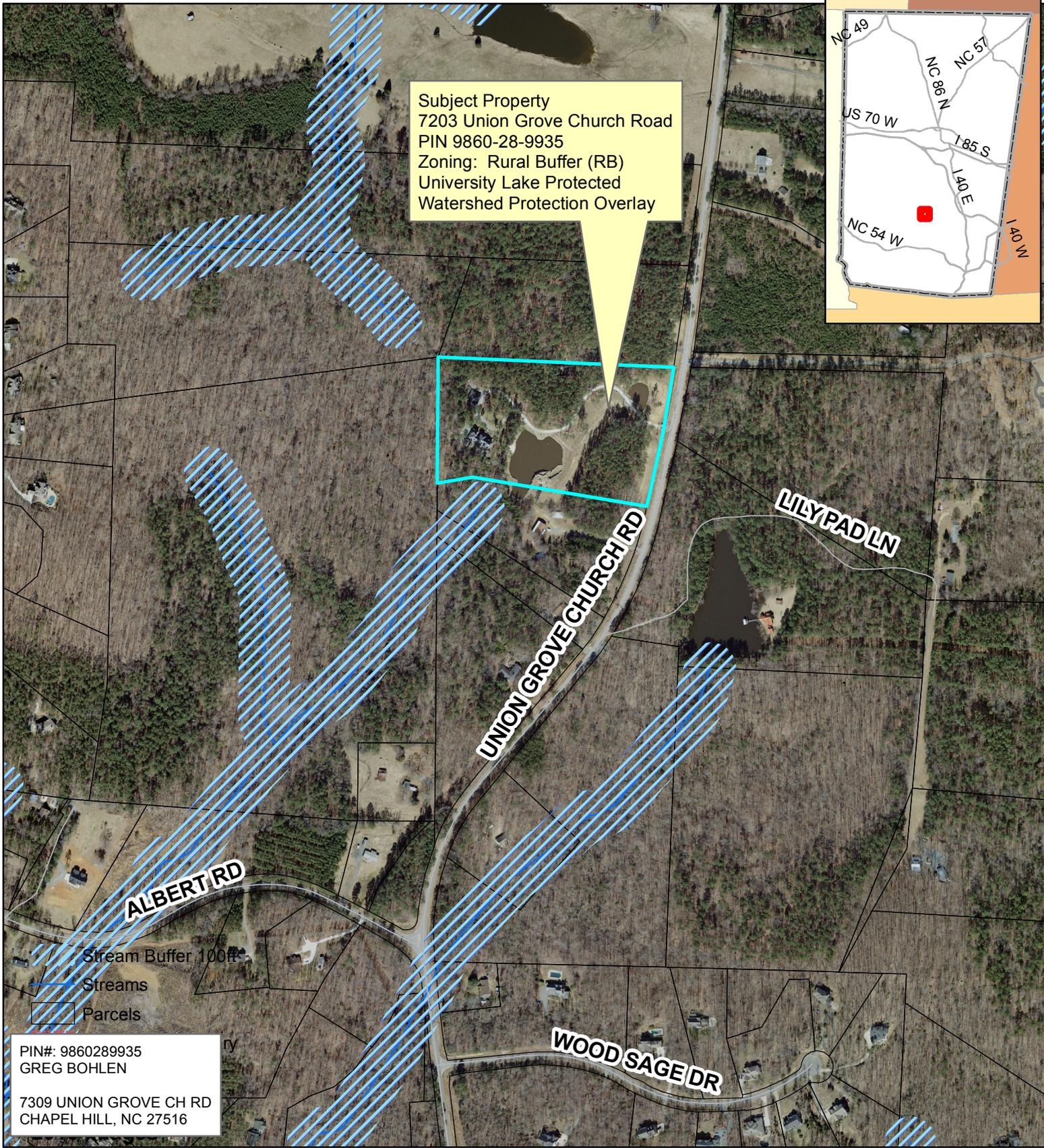
Information will also be available from the Orange County Planning Department (contact information below) no later than January 24, 2020.

Questions regarding the proposals may be directed to the Orange County Planning Department located on the second floor of the County Office Building at 131 West Margaret Lane, Suite 201, Hillsborough, North Carolina. Office hours are from 8:00 a.m.

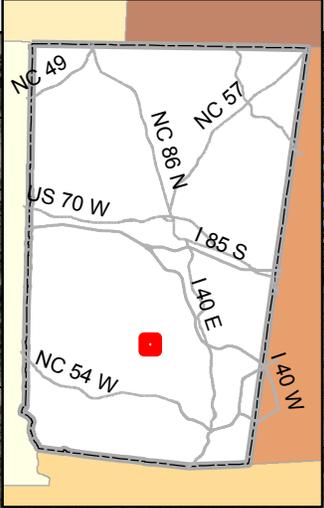
to 5:00 p.m. Monday through Friday. You may also call (919) 245-2575 or 245-2585 and you will be directed to a staff member who will answer your questions or you may e-mail questions to [planningdept@orangecountync.gov](mailto:planningdept@orangecountync.gov).

PUBLISH: The Herald Sun  
January 22, 2020  
January 29, 2020

News of Orange  
January 22, 2020  
January 29, 2020



Subject Property  
 7203 Union Grove Church Road  
 PIN 9860-28-9935  
 Zoning: Rural Buffer (RB)  
 University Lake Protected  
 Watershed Protection Overlay



PIN#: 9860289935  
 GREG BOHLEN  
 7309 UNION GROVE CH RD  
 CHAPEL HILL, NC 27516

**RGB**

-  Red: Band\_1
-  Green: Band\_2
-  Blue: Band\_3



1 inch = 500 feet

**RESOLUTION APPROVING AMENDMENT  
OF THE ORANGE COUNTY  
MASTER TELECOMMUNICATION PLAN MAP (MTP)**

WHEREAS, consistent with Section 5.10.2 of the Orange County Unified Development Ordinance, the Board of Commissioners has adopted a Master Telecommunication Plan Map (MTP); and

WHEREAS, the MTP is a marketing tool intending to identify properties where owners have expressed an interest in allowing the development of telecommunication facilities; and

WHEREAS, Orange County staff encourages providers to develop facilities on these properties in an effort to promote the efficient distribution of telecommunication facilities serving the public at large as well as public safety telecommunication networks; and

WHEREAS, the MTP currently includes the following parcels:

1. The Cedar Grove Fire Department, PIN 9838-85-4442 (P-1);
2. The Cedar Grove County Park, PIN 9858-84-9350 (P-2);
3. The Caldwell Fire Department, PIN 9898-57-4171 (P-3);
4. The future County Northeast Park, PIN 9887-52-0801 (P-4);
5. The Walnut Grove County Solid Waste facility, PIN 9867-41-9070 (P-5);
6. The Eno Fire Department, PIN 9896-80-8705 (P-6);
7. Property off of Buckhorn Road, PIN 9834-28-9281 (P-7);
8. The County's soccer field complex off of West Ten Road, PIN 9834-28-9281 (P-8);
9. The County's Blackwood park property off of NC Highway 86, PIN 9872-55-7302 (P-9);
10. The County's Millhouse Road park property, PIN 9871-51-9160 (P-10);
11. An OWASA site, PIN 9830-25-2373 (P-11);
12. The American Stone Quarry site off of NC Highway 54, PIN 9759-54-4146 (P-12);
13. White Cross Volunteer Fire Department, PIN 9738-50-6758 (P-13);
14. 2200 Mangum Court, PIN 9797-32-6626 (P-14);
15. 3820 Cedar Run Court, PIN 9846-65-1414 (P-15); and

WHEREAS, staff has received a request from the property owner to include 7203 Union Grove Church Road (PIN 9860-28-9935) on the MTP; and

WHEREAS, inclusion of a parcel on the MTP does not exempt telecommunication facilities from complying with applicable development standards as prescribed within Section 5.10 of the UDO

WHEREAS, the proposal has been found to be consistent with the provisions of Section 5.10.2 of the UDO and 2030 Orange County Comprehensive Plan, and

WHEREAS, the Board has found the proposed inclusion of 7203 Union Grove Church Road on the MTP to be reasonably necessary to promote the public health, safety, and general welfare.

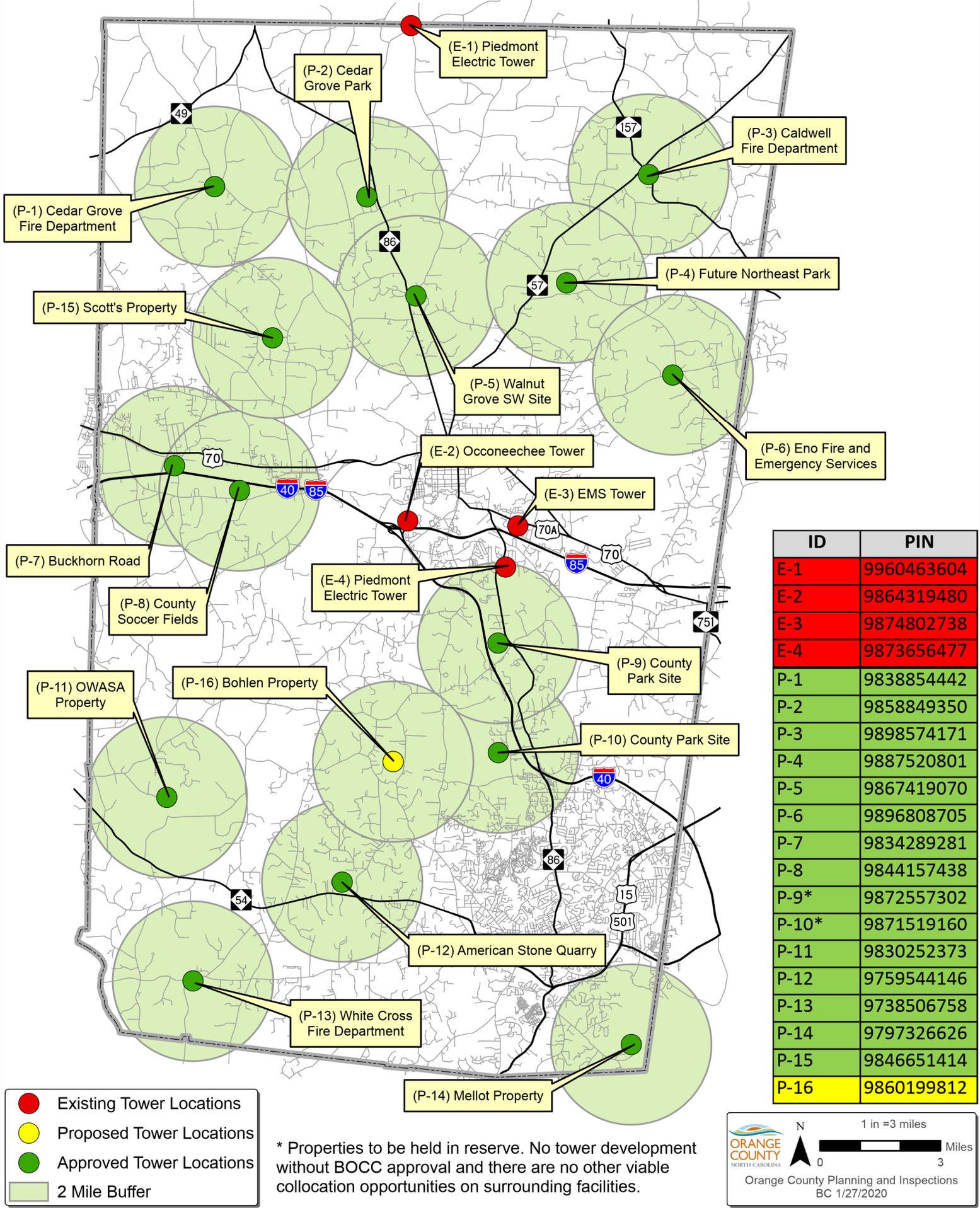
BE IT RESOLVED by the Board of Commissioners of Orange County that the Master Telecommunication Plan Map (MTP) is hereby amended to include 7203 Union Grove Church Road (PIN 9860-28-9935) as depicted on the attached map.

This the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Penny Rich, Chair  
Orange County Board of County Commissioners

ATTEST: \_\_\_\_\_  
Donna Baker, Clerk to the Board of County Commissioners

# Approved Master Telecommunications Plan Map 15



\* Properties to be held in reserve. No tower development without BOCC approval and there are no other viable collocation opportunities on surrounding facilities.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 4, 2020

**Action Agenda  
Item No. 6-a**

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**SUBJECT:** Climate Action Tax Recommendations for FY 2019-20

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**DEPARTMENT:** Asset Management Services,  
Financial and Administrative  
Services

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**ATTACHMENT(S):**  
Climate Action Tax Projects and Scoring  
Report FY 2019-20  
PowerPoint Presentation

**INFORMATION CONTACT:**  
Brennan Bouma, (919) 245-2626  
Paul Laughton, (919) 245-2152

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**PURPOSE:** To:

- Receive a report on climate change mitigation projects that could be funded through the FY 2019-20 Orange County Climate Action Tax, and the initial ranking of projects by the Commission for the Environment; and
- Approve funding for the recommended Climate Action Tax projects for FY 2019-20 as outlined in the attached report.

**BACKGROUND:** As part of the FY 2019-20 budget, the Board of Orange County Commissioners authorized an additional ¼ cent property tax to provide an estimated \$469,272 dedicated to accelerating climate change mitigation through the new Climate Change Mitigation Project in the Capital Investment Plan.

When the tax was authorized, the BOCC stated that it would decide the final prioritization of projects to be funded, and the Board requested that the Commission for the Environment (CFE) provide feedback on prospective projects in advance of BOCC review. The BOCC has emphasized the need to consider racial equity first, so that those who benefit most directly from the proposed action are the people who most need assistance. With that in mind, the Board directed staff to develop a project scoring formula for the CFE to use while completing its initial project ranking.

Staff developed an initial list of climate change mitigation projects and then created the requested scoring formula based on six (6) key criteria:

- racial equity
- emissions reduced
- efficient use of funds
- time to complete
- ease of understanding/messaging/visibility
- likelihood of success

After review by the County Manager, four projects focusing on climate actions outside of County operations were presented to the CFE at its meeting on November 11, 2019.

The attached report includes the brief description of the projects and the assessment criteria that was given to the CFE, and lays out the CFE's scoring and ranking of the projects. In addition to the four projects created by staff, the CFE put forward a fifth project and scored it as well. Since these potential projects involve investments outside of County operations, all prospective partners such as the school districts and housing coalition organizers have received an initial notification and brief description of the initially scored projects. No detailed project discussions have occurred in advance of BOCC direction.

**FINANCIAL IMPACT:** The Climate Action Tax is projected to generate \$469,272 in funds in FY 2019-20 and the recommended projects are designed to use all of these funds.

**SOCIAL JUSTICE IMPACT:** The following Orange County Social Justice Goals are applicable to this item:

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**  
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

Local investments in energy efficiency and renewable energy in Orange County provides direct reduction of monthly energy bills and supports jobs and investments in clean energy technologies. These cost reductions lead to improved affordability for impacted households and ensure responsible stewardship of Orange County taxpayer resources.

- **GOAL: ESTABLISH SUSTAINABLE AND EQUITABLE LAND-USE AND ENVIRONMENTAL POLICIES**  
The fair treatment and meaningful involvement of people of all races, cultures, incomes and educational levels with respect to the development and enforcement of environmental laws, regulations, policies, and decisions. Fair treatment means that no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.

Reducing energy usage from the electric grid improves air quality impacts. Improving local air quality helps to protect the health of vulnerable populations in Orange County whose health is disproportionately affected by ground-level ozone and other emissions.

**ENVIRONMENTAL IMPACT:** The following Orange County Environmental Responsibility Goal impacts are applicable to this item:

- **ENERGY EFFICIENCY AND WASTE REDUCTION**  
Initiate policies and programs that: 1) conserve energy; 2) reduce resource consumption; 3) increase the use of recycled and renewable resources; and 4) minimize waste stream impacts on the environment.

Investing in local climate change mitigation actions will conserve energy, reduce resource consumption, and increase the use of renewable resources.

- **RESULTANT IMPACT ON NATURAL RESOURCES AND AIR QUALITY**

Assess and where possible mitigate adverse impacts created to the natural resources of the site and adjoining area. Minimize production of greenhouse gases.

All of the proposed climate change mitigation projects will minimize the production of greenhouse gases, reducing Orange County's contribution to the adverse impacts of climate change on human and natural resources both inside and outside of the County.

**RECOMMENDATION(S):** The Manager recommends that the Board

- Consider the climate change mitigation projects that could be funded through the FY 2019-20 Orange County Climate Action Tax, and the initial ranking by the Commission for the Environment; and
- Approve funding for the recommended Climate Action Tax projects for FY 2019-20 as outlined in the attached report.



February 4, 2020

### Climate Action Tax Projects and Scoring Report FY 2019-20

#### Executive Summary:

As part of the FY20 budget, the Board of Orange County Commissioners authorized an additional ¼ cent property tax to provide an estimated \$469,272 dedicated to accelerating climate change mitigation through the new Climate Change Mitigation Project in the Capital Investment Plan. This funding adds to the County's ongoing investments in clean technology and will support an expansion of climate change mitigation projects that build on Orange County's long history of sustainable actions. Following the Board's direction, the Orange County Commission for the Environment (CFE) has scored an initial list of climate mitigation projects using a formula that prioritizes racial equity. The full project scoring table completed by the CFE is included as Appendix A. Based on their ranking, the resulting project recommendations are listed in the following table:

<b>Project</b>	<b>CFE Rank</b>	<b>Cost Estimate</b>
Supplemental Weatherization for Low Income Households	1	\$150,000
Countywide LED Campaign	2	\$19,272
Rooftop solar - OCS	3	\$150,000
Rooftop solar - CHCCS	3	\$150,000
<b>Total</b>		<b>\$469,272</b>

Each project would be implemented to maximize project efficiency and minimize impacts on Orange County staff resources:

- The weatherization project would focus primarily on providing additional energy efficiency assistance to Orange County residents with manufactured homes and homes already being repaired under existing programs in partnership with the Orange County Affordable Housing Coalition, Orange County Home Preservation Coalition, and Orange County Housing and Community Development.
- The LED Campaign would connect with Orange County residents primarily through partnering with the Low Income Energy Assistance Program (LIEAP) of the Department of Social Services as well as the Family Success Alliance and its affiliated non-profits.
- The rooftop solar projects for the schools are proposed to work through a grant program to provide the schools with flexibility while preserving the ability of the County to track progress and impact.

#### History of County Sustainability Actions:

These projects we propose to fund through the FY20 Climate Action Tax add to a long history of sustainability actions by Orange County. For decades, County staff have been safeguarding taxpayer and environmental resources by outfitting of County buildings with energy efficient technologies such as energy efficient lighting and HVAC systems, low-flow water fixtures, rainwater and greywater harvesting systems, and geothermal systems). Since 2015, the Orange County Sustainability program has pulled in

more than \$325,000 in grant funding to provide additional support for Orange County's investments in innovative sustainability projects.

The County made an internal commitment in 2010 to aim for reductions in energy and water usage per square foot and was able to achieve a 22% reduction in energy use and a 39% reduction in water use by 2017. Here are some milestones in the recent history of Orange County's commitment to energy efficiency and renewable energy:

- 2005 Greenhouse Gas Emissions inventory, 2017 update underway.
- 2009 The Justice Center renovation includes County's first major geothermal installation, paving the way for 4 additional facilities to be retrofitted with geothermal HVAC systems by 2016. Combined, these systems allow the County to spend \$37,000 less per year on energy bills and reduce the wear and tear on our HVAC systems.
- 2010 Electric Vehicle charging network installed with 16 free chargers across 4 locations to incentivize a market transformation.
- 2017 SolSmart Silver Designation attained including a solar rooftop feasibility study for County facilities, how-to checklist on solar installation for homeowners.
- 2017 Commitment to Paris Climate Accord - 26% reduction in total emissions by 2025.
- 2017 Commitment to transition to 100% renewable energy countywide by 2050.
- 2018 Triangle Regional Resilience Assessment – In 2018, the Town of Chapel Hill, City of Raleigh, City of Durham, Durham County, Orange County and the Town of Cary completed a joint assessment of our region's resilience to the hazards we all experience. This will guide plans that will help us withstand future anticipated disruptions.
- 2019 Climate Action Tax – The Board of Orange County Commissioners levied a ¼ cent property tax to accelerate priority actions on climate change.

#### **Current Projects:**

Orange County is building on its strong history of leadership in sustainability, and has been accelerating its efforts in several parallel projects:

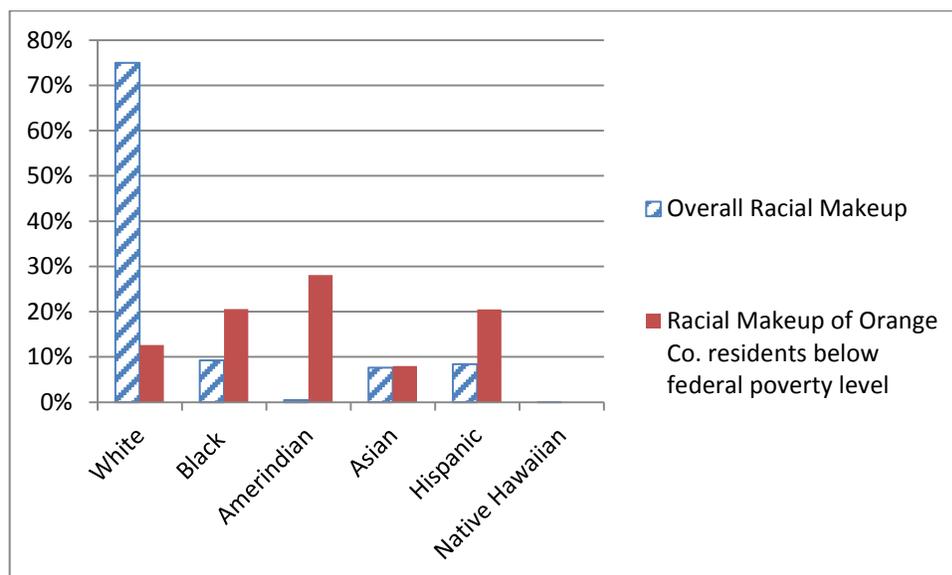
- Four new facilities which are currently under development will be the first County buildings to include rooftop photovoltaic systems: The Orange County Detention Center, the Environment and Agricultural Center, the Efland EMS sub-station, and the Parks Operations Base. The largest of these facilities will also be equipped with a highly efficient geothermal HVAC system.
- The County has now committed to the 3<sup>rd</sup> party commissioning process for every major construction project to ensure new buildings are performing as efficiently as they were designed. This practice is estimated by the NC Department of Environmental Quality (NCDEQ) to pay for itself within 1-3 years.
- More than \$150,000 in grant funding has been secured in just 2018 and 2019 to support the County in procuring electric fleet vehicles and upgrading and expanding our network of electric vehicle charging stations.
- The emissions for flights taken by all County staff as well as the car trips taken by the County's pool of CarShare vehicles will be offset by investments in documented carbon reduction projects being installed in North Carolina.

#### **Future Actions Recommended:**

Even with all of the current and previous projects, the Board of Orange County Commissioners (BOCC) recognize the need for further investment in energy efficiency to reduce our impact, renewable energy to power the necessary services we provide, and offsets for any unavoidable emissions.

Many current climate change mitigation projects will extend into the future, and entirely new opportunities will arise as well. With that in mind, on June 11<sup>th</sup>, 2019, the Board levied an additional ¼ cent property tax to provide an estimated \$469,272 dedicated to accelerating climate change mitigation through the new Climate Change Mitigation Project in the Capital Investment Plan. During the approval of this Climate Action Tax, the BOCC requested that the CFE provide their feedback on initial project ideas in advance of BOCC review using a formula that prioritized racial equity. The BOCC has regularly emphasized the need to consider racial equity first, so that those who benefit most directly from the County's actions and investments are the people who most need assistance. This scoring formula was created to assess project ideas and a rubric reflecting that formula was used by the CFE to rank order the climate action projects (see Appendix A).

**Table 1: Orange County Racial Distribution and Poverty Status by Race**



Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

### **Assessment Criteria:**

Projects were assessed by the CFE based on 6 key criteria. Bullet points below each criterion help to describe how the CFE was directed to apply them along with their relevant expertise. Racial equity is the criterion that holds the highest weight. Recent census figures show that racial minorities make up a more significant portion of the Orange County's residents below the federal poverty line (see Table 1), and disparities such as this make racial minorities more susceptible to the impacts of climate change.

The following is the list of criteria and guidance provided to the CFE in scoring the projects:

- **Racial Equity (0 to 3pts):**
  - Who benefits most directly? If it is likely to be a racial minority, score high.
  - Are there negative side effects of the project? If these may impact a racial minority, score low.
- **Emissions reduced (0 to 2 pts):**
  - Consider quantity and location.
    - Higher scores should go to emissions reduced within Orange County, instead of at a power plant, due to greater health co-benefits.

- **Efficient use of Funds (0 to 2 pts):**
  - What is the return on investment?
  - Does this project build on successful existing programs or leverage other funding?
  - Will this project help to generate other funds or support future grant funding?
- **Time to complete (0 to 1 pt):**
  - Projects that can be completed or show clear deliverables within one year should score higher.
- **Ease of understanding, visibility, and messaging (0 to 1 pt):**
  - Projects that are easier to explain to Orange County taxpayers should score higher.
- **Likelihood of success (0 to 1 pt):**
  - Projects that are within the direct control of the County and which have minimal complexity should score higher.

**Project descriptions:**

**Supplemental Weatherization for Low Income Households:**

Due to the number of non-profit and for-profit service providers in the affordable housing field and the unique needs of each home, it is recommended that \$150,000 within this capital project be directed by Orange County Housing and Community Development (OCHCD). After discussions with OCHCD, we recommend these funds be used by OCHCD in collaboration with established partners in the Orange County Home Preservation Coalition (OCHPC) and the Orange County Affordable Housing Coalition (OCAHC).

In addition to utilizing the funds to increase the energy efficiency upgrades within the ongoing low-income housing rehabilitation work being completed by OCHCD, the department would work in partnership with the OCHPC to complete additional weatherization activities for low income households in Orange County. The OCHPC is a collaboration of non-profit and government entities engaged in rehabilitation of homes for low income seniors and people with disabilities in Orange County. Each organization has different programs and funding streams that can fund specific activities to rehabilitate homes for eligible households. The aim of the coalition is to bring together all agencies engaged in these activities to leverage funds and maximize outcomes. Each month, members meet to share their current caseloads and discuss what agency has capacity and funding to address needed repairs on a case-by-case basis.

Because members are already assisting low-income families and individuals with a wide variety of repairs and improvements that reduce energy costs and improve the comfort level of residents, this additional funding would allow coalition members to add weatherization and energy saving up-fits that existing funding does not allow for. This would include activities like sealing cracks and ductwork, improving insulation, purchasing energy star-rated replacement windows and appliances, as well as more efficient HVAC systems. In recent years, the needs of the houses served have often been so extensive that the projects reach their funding limits before all energy efficiency upgrades can be completed. This project would provide additional resources for these energy efficiency investments to increase the future affordability of the home. This portion of the project funding is initially estimated to cover these additional energy efficiency improvements in 10-15 houses. Each of the service providers in the Coalition focuses on different elements of home repair and enhancement, but all would be able to enhance their energy efficiency improvements with additional funding. Partners in this effort include (and is not limited to) Orange County Housing and Community Development, Orange County Department on Aging, Rebuilding Together, Habitat for Humanity, the Jackson Center, and the Triangle J

Council of Governments. The coalition model is considered a best practice in the industry as it maximizes the efficiency of services, minimizing waitlists and administrative costs.

In partnership with the both the OCHPC and the Orange County Affordable Housing Coalition (OCAHC) additional resources would assist with their mobile home preservation efforts. The energy efficiency performance of manufactured housing is often much lower than housing built on-site and therefore the energy cost per square foot is higher. At the same time, low-cost repairs such as resealing the seams and ductwork of a manufactured home can make a big improvement in energy efficiency and quality of life. This project will help continue targeted outreach, assessments and low-cost energy efficiency improvements, and help with early identification of any further needs that might be met through the County's existing Urgent Repair Program such as roof leaks and septic issues.

### **Rooftop Solar for Schools:**

The rooftop solar projects proposed for each school district is proposed to work through a grant to provide the schools with flexibility while preserving the ability of the County to track progress and impact. Proposed requirements of the grant would be:

- 1.) That the solar projects maximize the purchase power of the grant funding by considering leasing of the solar panels in the arrangement laid out in 2017 by H.B. 589, and report to the County on the decision that was made to purchase or lease.
- 2.) The grantees must report the total solar energy generated as well as the percent of each facility's energy use that was served by the solar system. This would provide pressure for continued focus on energy efficiency along with the renewable energy.
- 3.) The grantees must have a monitor showing the live energy performance of their systems in a public location with a sign noting that the system was paid for by proceeds of the Orange County Climate Action Tax.

Adding solar to the rooftop of County school buildings would currently allow the schools to leverage up to \$75,000 in solar incentives per project from Duke Energy. Adding solar to the schools would provide the additional benefit of exposing hundreds of Orange County students and parents to the practical application of sustainable technologies.

### **Countywide LED campaign (Proposed by the CFE):**

An important part of Orange County's efforts to combat climate change will be encouraging residents and businesses to adopt practices that reduce their greenhouse gas emissions. This pilot campaign would focus on retrofitting Orange County households with LED light bulbs. According to the US Energy Information Agency as of 2017 about 10% of all household electricity is used for lighting. For the same amount of light, LEDs use about 75% less energy than incandescent bulbs and 5-10% less than fluorescents, all while minimizing heat output and lasting 10 times longer. According to the US Department of Energy, currently about 15% of US residents have adopted LEDs. While the adoption rate is probably higher in Orange County, there would still be room for improvement making this easy-to-install energy-saving technology a good focus for an energy efficiency campaign.

The project would be run by the Orange County Sustainability Program in partnership with several Orange County departments and non-profits that directly serve the County's low-income households. The Low Income Energy Assistance Program (LIEAP) run by the Orange County Department of Social Services helps Orange County residents to pay their energy bills in an emergency. This program is open to working with the Sustainability Program to distribute LED lightbulbs to those who request assistance.

The Family Success Alliance and their affiliated non-profit partners are also open to distributing LEDs through their networks.

This proposed campaign would be rolled out in 3 steps:

- 1.) **Create and test a pledge form** - In order to receive bulbs, an interested resident would fill out a brief pledge that would allow them to indicate the number and type of bulbs that they pledge to replace with LEDs. The pledge form would be designed and tested to protect the identity of participants while allowing the program to estimate the energy efficiency impact. This form and other outreach materials would also suggest further low or no-cost ways to reduce energy bills such as moderating thermostat settings and changing air filters, and it would inform residents of other related utility savings programs such as OWASA's Affordability Outreach Program.
- 2.) **Purchase bulbs** – LED bulbs would be purchased in bulk to reduce costs and then stored until they are distributed. Ordering and distribution may occur in multiple rounds depending on the storage space available.
- 3.) **Distribute** – This program will leverage an existing program from Duke Energy to provide a box of 15 free LED bulbs every 3 years to each customer who requests one. With the assistance of staff administering the LIEAP and FSA as well as partnering non-profits, all applicable clients would apply for Duke Energy's free LEDs. If a household is served by Piedmont Electric, or if the bulbs Duke provides would not replace all the bulbs in the household, the County would provide LED bulbs.

Non-profits and County staff who have access and permission to enter clients' houses may be able to provide a higher level of service and replace the bulbs directly. County staff will work with these partners to supply bulbs they need.

Including the cost of promotional materials it is estimated that the LED campaign would cost just over \$19,000 to serve up to 3,000 households. Based on initial data from the 2017 Orange County GHG inventory, retrofitting a household with LEDs could save 400-1000 kwh/year, reduce the electric bill by \$40-\$100/year, and reduce CO<sub>2</sub>e emissions by 300-700 pounds/year.

**Small hydropower feasibility study (\*Not included in recommended projects due to low CFE ranking\*):**

According to County engineer, Chris Sandt, Lake Orange may be a good candidate for the installation of a small hydropower generator. The upcoming spillway repair project funded in the CIP may be a good opportunity to leverage committed funds to install energy generation equipment. A 3<sup>rd</sup> party engineering study would help to confirm the total power output expected and the overall feasibility of this project.

**Appendix A: Complete CFE Project Scoring Table:**

<u>Project</u>	<u>Cost Estimate</u>	<u>Racial Equity (0 to 3 pts)</u>	<u>Emissions Reduced (0 to 2 pts)</u>	<u>Efficient use of Funds (0 to 2 pts)</u>	<u>Time to Complete (0 to 1 pt):</u>	<u>Ease of understanding and messaging (0 to 1 pt):</u>	<u>Likelihood of success (0 to 1 pt):</u>	<u>Total</u>	<u>Rank*</u>
Supplemental Weatherization for Low Income Households	\$150,000	3	1	2	1	1	1	9	1
Countywide LED Campaign	\$12,000	3	1	2	1	1	1	9	2
Rooftop solar - OCS	\$160,000	2	1	2	1	1	1	8	3
Rooftop solar - CHCCS	\$160,000	2	1	2	1	1	1	8	3
Small hydropower feasibility study	\$30,000	1	1	1	1	1	1	6	4
<b>Total (Max for 2019-20 is \$469,272)</b>	<b>\$512,000</b>								

\*All projects, including those that tied in their scoring and those that exceeded the FY20 funding limit were placed in rank order by CFE voting.

**Appendix B: Other projects that might be considered for future funding:**

These projects were not reviewed by the CFE, but as the County moves forward these and other ideas may be good candidates for elaboration and review:

- Assisting OWASA in the development of a biodigester to make productive use of the waste gases at their water treatment plant that are currently flared.
- Investments in resiliency for vulnerable communities as determined by the ongoing update to the Eno-Haw Hazard Mitigation Plan.
- Energy Efficiency Grant Program or Revolving Loan Fund



# Climate Action Tax Projects FY20

Orange County Sustainability Program  
“FOR A GREENER ORANGE”

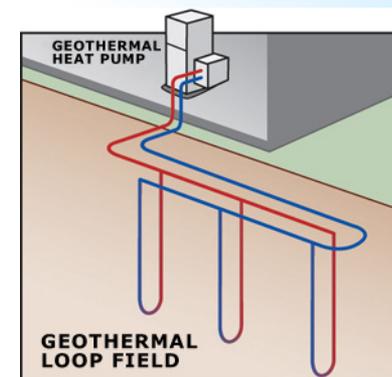
# Background

- Climate Action Tax approved for current budget
- \$469,272/yr. for additional climate action
- Commission for the Environment scored and ranked projects
- Requesting approval of recommended projects



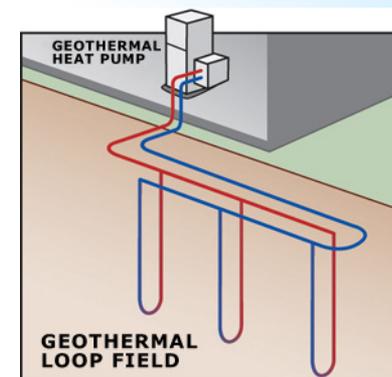
# History of Climate Action

- 2005 Greenhouse Gas Emissions inventory
- 2009 Geothermal systems begin to be installed
- 2010 Electric Vehicle charging network installed
- 2017 SolSmart Silver Designation
- 2017 Commitment to Paris Climate Accord - 26% reduction in total emissions by 2025.
- 2017 Commitment to transition to 100% renewable energy countywide by 2050.
- 2018 Triangle Regional Resilience Assessment
- 2019 Orange County Climate Council and Climate Action Tax



# History of Climate Action

- 2005 Greenhouse Gas Emissions inventory
  - 2009 Geothermal systems begin to be installed
  - 2010 Electric Vehicle charging network installed
  - 2017 SolSmart Silver Designation
- 2017 Commitment to Paris Climate Accord - 26% reduction in total emissions by 2025. 5 years
  - 2017 Commitment to transition to 100% renewable energy countywide by 2050. 30 years
- 2018 Triangle Regional Resilience Assessment
  - 2019 Orange County Climate Council and Climate Action Tax



# Current Climate Work

- Greenhouse Gas Emissions Inventory update in final edits
- Climate Action Planning in initial phase
- Orange County Climate Council work underway
- Grant-funded fleet electrification work ongoing
- Orange County Commuter Options program
- Global Covenant of Mayors annual reporting
- Climate Action Tax



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# Recommended FY20 Climate Actions

- CFE Scoring: 6 part formula prioritizing racial equity
  - Racial Equity (0 to 3pts)
  - Emissions reduced (0 to 2 pts)
  - Efficient use of Funds (0 to 2 pts)
  - Time to complete (0 to 1 pt)
  - Ease of understanding/visibility/messaging (0 to 1 pt)
  - Likelihood of success (0 to 1 pt)

# Recommended FY20 Climate Actions

<u>Project</u>	<u>CFE Rank</u>	<u>Cost Estimate</u>
Supplemental Weatherization for Low Income Households	1	\$150,000
Countywide LED Campaign	2	\$19,272
Rooftop solar - OCS	3	\$150,000
Rooftop solar - CHCCS	3	\$150,000
<b>Total</b>		<b>\$469,272</b>

# Recommended FY20 Climate Actions<sup>19</sup> Supplemental Weatherization

- If <50% of Area Median Income, 12% of all income spent on energy
- Leverage ongoing partnerships: OCHPC, OCAHC
- Coalition organizers notified of potential project



# Recommended FY20 Climate Actions<sup>20</sup> LED Campaign

- LEDs can lower energy bills 7-10% and they last 10 times longer
- LIEAP and FSA are already serving energy insecure households
- Pledge and energy efficiency impact
- Partner departments notified of potential project



# Recommended FY20 Climate Actions<sup>21</sup>

## Solar for Schools

- 3 proposed grant requirements
  - Consider leasing to maximize investment
  - Report energy output and % offset
  - Install a monitor for education
- Schools notified of potential project



“New Jones County K-12 school opens” WITN, Aug 05, 2019

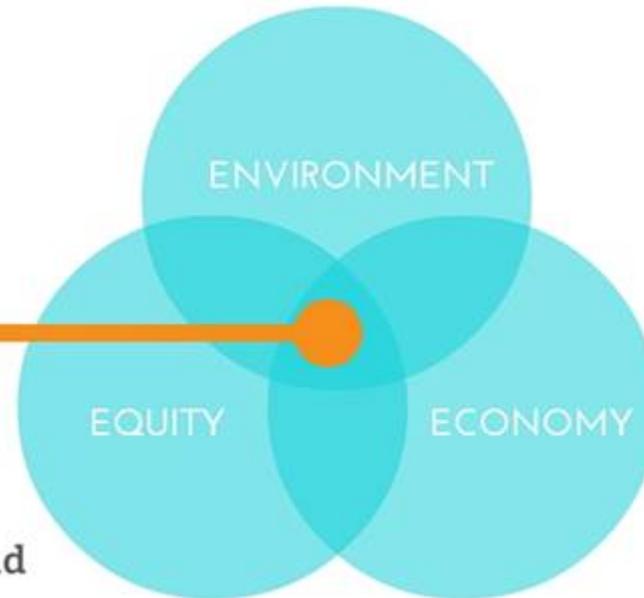
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## WHAT IS SUSTAINABILITY?

In order for a project to be considered sustainable, it should be:

- environmentally safe
- socially equitable
- economically sound



Brennan Bouma

[bbouma@orangecountync.gov](mailto:bbouma@orangecountync.gov)

919-245-2626

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 4, 2020

**Action Agenda  
Item No. 8-a**

**SUBJECT:** Minutes

---

**DEPARTMENT:** Board of County  
Commissioners

---

**ATTACHMENT(S):**  
Draft Minutes (Under Separate Cover)

**INFORMATION CONTACT:**  
Donna Baker, Clerk to the Board  
919-245-2130

---

**PURPOSE:** To correct and/or approve the draft minutes as submitted by the Clerk to the Board as listed below.

**BACKGROUND:** In accordance with 153A-42 of the General Statutes, the Governing Board has the legal duty to approve all minutes that are entered into the official journal of the Board's proceedings.

January 21, 2020

BOCC Business Meeting

**FINANCIAL IMPACT:** There is no Orange County Social Justice Goal impact associated with this item.

**SOCIAL JUSTICE IMPACT:** There is no Orange County Social Justice Goal impact associated with this item.

**ENVIRONMENTAL IMPACT:** There is no Orange County Environmental Responsibility Goal impact associated with this item.

**RECOMMENDATION(S):** The Manager recommends the Board approve minutes as presented or as amended.

1  
2  
3 **DRAFT**

4 **MINUTES**  
5 **BOARD OF COMMISSIONERS**  
6 **BUSINESS MEETING**  
7 **January 21, 2020**  
8 **7:00 p.m.**  
9

10 The Orange County Board of Commissioners met in a Business Meeting on Tuesday,  
11 January 21, 2020 at 7:00 p.m. at the Whitted Human Services Center in Hillsborough, N.C.  
12

13 **COUNTY COMMISSIONERS PRESENT:** Chair Penny Rich and Commissioners Jamezetta  
14 Bedford, Mark Dorosin, Sally Greene, Earl McKee, Mark Marcoplos, and Renee Price

15 **COUNTY COMMISSIONERS ABSENT:** None

16 **COUNTY ATTORNEYS PRESENT:** John Roberts

17 **COUNTY STAFF PRESENT:** County Manager Bonnie Hammersley, Deputy County Manager  
18 Travis Myren, and Clerk to the Board Donna Baker (All other staff members will be identified  
19 appropriately below.)  
20

21 Chair Rich called the meeting to order at 7:00 p.m.  
22

23 **1. Additions or Changes to the Agenda**  
24

- 25 Chair Rich noted the following items at the Commissioners' places:  
26 - 4b- PowerPoint and Report for OWASA  
27 - 6a- PowerPoint and Revised Resolution for Greene Tract  
28 - Blue sheet: Board of County Commissioners' quarterly travel expenses  
29 - Green sheet: Information from Commissioner Greene re: Removal of Thomas Ruffin's picture  
30 - White sheet: Two resident post cards in re: Refugees' resettlement  
31

32 **PUBLIC CHARGE**

33 The Chair acknowledged the public charge  
34

35 **Arts Moment**

36 Katie Murray, Orange County Arts Commission Coordinator, introduced Karina  
37 Castañeda Esparza:  
38 Karina Castañeda Esparza is a proud daughter of two immigrant parents. She is from Mebane,  
39 North Carolina. Her top priority at the moment is to continue her academic journey and make  
40 her parents proud. She plans to major in psychology. While she does not know exactly what  
41 she want her career to be, she knows for a fact that she is headed toward a place in life her  
42 parents have always dreamt of for her. Since her freshman year at Orange High School, she  
43 has worked tutoring students that recently came from Spanish speaking countries or who  
44 struggle with the English language. She is committed to leading other Latinx students and  
45 minorities toward success. Over the past two years she has been involved in many community  
46 service programs and events and photography. She cares about unity and equality and knows  
47 that with strong, forward thinking and diverse students, girls and boys of every color will be able  
48 to thrive and earn the education they deserve.

49 Karina Castaneda Esparza read an excerpt of her work.  
50

1  
2  
3 **2. Public Comments**  
4

5 **a. Matters not on the Printed Agenda**

6 Riley Ruske said he has several hopes for the Board of County Commissioners  
7 (BOCC) this coming year: it would uphold its oath of office to support and maintain the  
8 constitution and laws of the United States and North Carolina; rescind all resolutions  
9 supporting illegal immigration as well as those that infringe on citizen freedoms; and to  
10 publicly discuss and vote on any public petitions. He closed his comments by reciting the  
11 Pledge of Allegiance, inviting the Board and staff to join him, many of whom did not do so  
12 the last time he recited the pledge at a meeting.

13 Seamus O'Neill said he would like to ask the Board of County Commissioners to  
14 repeal the sales tax that was installed 10 years ago to support the light rail. He said this  
15 sales tax is one of the most regressive taxes and most strongly harms those that are  
16 least able to pay for it.  
17

18 **b. Matters on the Printed Agenda**

19 (These matters will be considered when the Board addresses that item on the agenda  
20 below.)  
21

22 **3. Announcements, Petitions and Comments by Board Members**

23 Commissioner Dorosin said he attended the ABC Board meeting last week, and one of  
24 the issues being discussed is increasing the living wage. He said this board is currently paying  
25 the living wage, and it is now time for an increase and there is concern about compression. He  
26 said the last time it was done, the overall cost was around \$100,000, including compression.  
27 He said the board is concerned that if it does the updated adjustment, it would want to include  
28 the compression costs again. He said the board asked him to take a proposal back to the  
29 Board of County Commissioners proposing that the amount the ABC Board contributes to the  
30 general fund be reduced by the same amount as the increase needed to cover the living wage  
31 increase. He said he would be in favor of discussing this compromise, given the BOCC's  
32 support of the living wage.

33 Chair Rich said this topic can be added as an agenda item at a future meeting for  
34 further discussion.

35 Commissioner Marcoplos said Durham County has stopped purchasing plastic water  
36 bottles with county funds, and he petitioned that Orange County do the same.

37 Commissioner Greene referred to the green sheet at the Commissioners' places, and  
38 said the portrait in the County Courthouse of Thomas Ruffin has come down. She said Senior  
39 Superior Court Judge Fox made this request after having a conversation with former Public  
40 Defender James Williams. She said James Williams made this request as new information  
41 about Judge Ruffin has come to light regarding his personal life. She said the North Carolina  
42 Supreme Court is also considering removing a portrait of Judge Ruffin, which sits prominently  
43 behind the Chief Justice. She petitioned the Board to issue a statement informing the public  
44 about this decision and why it was made, which can be sent to Judge Fox and Chief Justice  
45 Cheri Beasley. She sent the following email to the BOCC:  
46

47 As a result of conversations that former public defender James Williams has had with Judge  
48 Fox—bringing forward new information—Judge Fox requested the removal of the portrait of  
49 Chief Justice Thomas Ruffin that had been hanging in the courtroom of the historic Orange  
50 County Courthouse. My understanding is that Travis has honored his request by seeing to the

1 removal and placing the portrait in storage.  
2

3 This discussion arose in the context of a discussion currently happening at the N.C. Supreme  
4 Court level about the appropriateness of the placement of a large portrait of Judge Ruffin in the  
5 most prominent position, behind the Chief Justice's seat, in the Supreme Court courtroom.  
6 Chair Rich has sent you a recent news story explaining the research and reasoning behind this  
7 concern.  
8

9 I'm hoping that tonight we can vote to endorse this statement and decide to send it especially to  
10 Judge Fox and to Chief Justice Beasley.  
11

12 Commissioner Greene read the following:  
13

14 Last week, Senior Resident Superior Court Judge Carl R. Fox requested the  
15 removal of the portrait of former North Carolina Supreme Court Chief Justice Thomas Ruffin  
16 from the courtroom in the historic Orange County Courthouse "because of his racist past and  
17 his participation in slave trading and slave ownership." The county manager's office has  
18 complied with his request.  
19

20 A Hillsborough attorney, Orange County farmer, and trustee of the University of North  
21 Carolina at Chapel Hill, Ruffin joined the Supreme Court in 1829, serving as chief justice from  
22 1833 to 1852. The portrait is a copy of one commissioned by an honor society at UNC. It had  
23 hung in the courtroom since a renovation in 1993.  
24

25 Ruffin was nationally recognized during his lifetime for his keen judicial mind. Little  
26 mentioned after his death, however, was an opinion in recent years deemed to be among the  
27 most shocking in the entire body of slavery law. *State v. Mann* (1829), as Judge Fox wrote in a  
28 statement, "rivals the Dred Scott decision in its horror and inhumanity."  
29

30 *State v. Mann* gave enslavers virtually unlimited powers of discipline. In overturning a  
31 Chowan County's verdict of assault against a man who had shot a young enslaved African  
32 American woman in the back as she fled from his chastisement, Ruffin wrote: "The power of the  
33 master must be absolute, to render the submission of the slave perfect." There was no legal or  
34 statutory precedent to justify the opinion. Its language was broadly circulated, licensing extreme  
35 physical abuse.  
36

37 As a businessman, Ruffin trafficked in human lives: he secretly partnered with a South  
38 Carolina man in a speculative slave trading business. His personal life too indicates little  
39 respect for enslaved people: he once took a cane to an enslaved woman who had come on to  
40 his property without permission.  
41

42 These facts are among those discovered in original research conducted by UNC law  
43 professor Eric Muller and Commissioner Sally Greene.\* As a result of their findings, the large  
44 portrait of Judge Ruffin prominently placed in the courtroom of the North Carolina Supreme  
45 Court has come under scrutiny. A committee named by Chief Justice Cheri Beasley is in the  
46 process of considering the appropriate disposition for this and the other portraits in the Court's  
47 collection. Their deliberations are expected to continue through the end of 2020.  
48

49 As the truth about Ruffin's life and work becomes more widely known, it is increasingly  
50 difficult to justify his portrait in a position of special honor in any courthouse. The Orange

1 County Board of Commissioners applauds Judge Fox's exemplary leadership in recognizing the  
 2 silent but very real impact that the portrait of Ruffin could have on the interests of fair and  
 3 impartial justice in Orange County and in taking appropriate action.

4  
 5 \*Op-ed published on Oct. 25, 2019, in the *News & Observer*,  
 6 <https://www.newsobserver.com/opinion/article220326985.html>

7  
 8 Chair Rich said she asked Commissioner Greene to read this so the BOCC could  
 9 discuss it, possibly put it on letterhead, and send it to Judges Fox and Beasley.

10 Commissioner Marcoplos thanked Commissioner Greene.

11 Commissioner Dorosin said something should also be put on the County website.

12 Commissioner Price said the woman that was shot was named Lydia, which should be  
 13 recognized. She said Thomas Ruffin is buried here in Hillsborough, and no one has ever taken  
 14 any action up to now. She said it is time that something is done.

15 Commissioner Greene said the Triangle J Council of Governments (TJCOG) is having a  
 16 meeting on February 5<sup>th</sup> on affordable housing, and both she and Chair Rich cannot attend.  
 17 She said the meeting is asking for elected officials to attend.

18 Commissioner Price thanked all of the organizers and participants of MLK events. She  
 19 said the Durham Chapel Hill Carrboro Metropolitan Planning Organization (MPO) approved a  
 20 release of a draft Unified Planning Work Program, and a public hearing will held at the next  
 21 MPO meeting on February 12<sup>th</sup> in Durham.

22 Commissioner Price said some constituents are concerned about the agreement  
 23 between the UNC Board of Governors and the Sons of the Confederate Veterans. She said  
 24 she would like the BOCC to consider sending a letter of support.

25 Chair Rich said MLK weekend was amazing, and she congratulated Carrboro on the  
 26 grand opening of the MLK Park.

#### 27 28 **4. Proclamations/ Resolutions/ Special Presentations**

##### 29 30 **a. National Mentoring Month Proclamation**

31 The Board considered voting to approve a proclamation designating January 2020 as  
 32 National Mentoring Month in Orange County and authorize the Chair to sign.

33 Commissioner Price presented the information below:  
 34

35 **BACKGROUND:** National Mentoring Month is a campaign held each January to promote youth  
 36 mentoring in the United States. It was inaugurated in 2002, and has been spearheaded by the  
 37 Harvard School of Public Health and MENTOR: The National Mentoring Partnership.

38 National Mentoring Month focuses national attention on the need for mentors, as well as how  
 39 individuals, businesses, government agencies, schools, faith communities and nonprofits can  
 40 work together to increase the number of mentors to help ensure positive outcomes for young  
 41 people. The campaign celebrates mentoring and the positive effect it can have on young lives,  
 42 with goals to:

- 43 • Raise awareness of mentoring in its various forms;
- 44 • Recruit individuals to mentor, especially in programs that have waiting lists of young  
 45 people; and
- 46 • Promote the rapid growth of mentoring by recruiting organizations to engage their  
 47 constituents in mentoring.

48 Mentoring is a critical component in young people's lives, helping them make the decisions and  
 49 connections that lead to opportunity.  
 50

1 Commissioner Price introduced individuals representing various mentoring groups in  
2 Orange County:

- 3 • Atrayus Goode, President and CEO, Movement of Youth
- 4 • Charlene & Jeff Campbell, Co-Founders, Beyond Expectations, Inc.
- 5 • Bishop Victor Glover, Executive Director, Fathers on the Move

6  
7 Commissioner Price read the proclamation:

8 **ORANGE COUNTY BOARD OF COMMISSIONERS**  
9 **NATIONAL MENTORING MONTH**  
10 **PROCLAMATION**

11  
12 **WHEREAS**, the people of Orange County honor caring adult mentors who support young  
13 people by showing up for them every day and demonstrating their commitment to helping them  
14 thrive; and

15  
16 **WHEREAS**, mentoring programs such as MENTOR North Carolina make our local  
17 communities, our state and our nation stronger; and

18  
19 **WHEREAS**, quality mentoring promotes healthy relationships and communication, positive self-  
20 esteem and growth of a young person; and

21  
22 **WHEREAS**, students who meet regularly with their mentors are more than fifty-two percent  
23 [52%] less likely than their peers to skip a day of school, and youth who face an opportunity gap  
24 and have a mentor are fifty-five percent [55%] more likely to be enrolled in college than those  
25 who had no mentor; and

26  
27 **WHEREAS**, youth who regularly meet with their mentors are forty-six percent [46%] less likely  
28 than their peers to start using drugs and twenty-seven percent [27%] less likely to start drinking  
29 alcoholic beverages; and

30  
31 **WHEREAS**, two-thirds of adults consider it highly important for young people to have mentors,  
32 and that same population estimates that only a quarter of youth have the mentors they need;  
33 and

34  
35 **WHEREAS**, research shows that forty-four percent [44%] of adults not yet mentoring are willing  
36 to consider mentoring, and that mentoring is poised for growth; and

37  
38 **WHEREAS**, almost half of young adults today report having a mentor in their youth and those  
39 rates appear to have been rising steadily over the past several decades; and

40  
41 **WHEREAS**, National Mentoring Month is the time of year where engagement from community  
42 members interested in becoming a mentor is highest;

43  
44 **NOW, THEREFORE**, the Orange County Board of County Commissioners does hereby  
45 proclaim January 2020 as National Mentoring Month in Orange County, and encourages all  
46 residents to take this opportunity to celebrate, elevate and encourage mentoring in communities  
47 across the county.

48  
49 This the 21<sup>st</sup> day of January 2020.  
50

1 A motion was made by Commissioner Price, seconded by Commissioner McKee for the  
2 Board to approve and authorize the Chair to sign the proclamation.

3  
4 **VOTE: UNANIMOUS**

5  
6 Bishop Victor Glover, Executive Director, Fathers on the Move, said mentoring is his  
7 passion and purpose, and if he had had a mentor in school he would have probably gone to  
8 college. He said he wants to give back and help.

9 Charlene and Jeff Campbell, Co-Founders of Beyond Expectations, Inc., said they  
10 mentor kids in grade 6-12, and a mentee can come in all kinds of form and fashion. They said  
11 they are kind of a mom-and-pop mentoring, with about 25 kids in the program. They said they  
12 are mainly in Hillsborough and work with middle and high schools.

13  
14 **b. OWASA Annual Update Presentation**

15 The Board received a presentation and information from the Orange Water and Sewer  
16 Authority (OWASA) on recent activities.

17  
18 **BACKGROUND:** At the beginning of each calendar year over the last decade, OWASA  
19 representatives have appeared before the Board of Commissioners to make a presentation on  
20 recent OWASA activities. OWASA Executive Director Ed Kerwin will also be available at the  
21 meeting to provide information and respond to questions.

22  
23 *Commissioner Bedford arrived at 7:40 p.m.*

24  
25 OWASA Board Chair Ray DuBose and Board member Jody Eimers made the following  
26 PowerPoint presentation:

27  
28 **OWASA's Annual Update for Board of County Commissioners**  
29 **Jody Eimers and Raymond DuBose**  
30 **January 21, 2020**

31  
32 **Key OWASA Initiatives**

- 33 • System resiliency and infrastructure investments
- 34 • Forest Management – to protect watersheds and forest health
- 35 • Energy Management
  - 36 ➤ Solar PV
  - 37 ➤ Participation on Orange County Climate Council

38  
39 **System Resiliency/Infrastructure Investments**

- 40 • Remains high priority; ~50 cents of every dollar of OWASA revenue invested in  
41 renewing and replacing infrastructure
- 42 • Capital improvement investments:
 

43 FY 2019	FY 2020	FY 2020-2024
44 ~\$17 million	~\$28 million	~\$113 million
45 Plan to replace ~14 miles of water mains over next 5 years		

46  
47 **Drinking Water System Resiliency**

- 48 • Board approved resources to improve execution of capital improvement projects and  
49 maintenance of OWASA's ~13,000 valves in the water distribution system

- 1 • This spring, construction is expected to start on ~\$3.7 million project to simplify and
- 2 increase resiliency of complex piping leaving the Jones Ferry Road Water Treatment
- 3 Plant
- 4 • Completing development of industry best-practice model to prioritize replacement of
- 5 water mains

### 6 **Historic Water Main Breaks** (graph)

7  
8  
9 Commissioner Price referred to the graph, and asked if there is a trend.  
10 Ray DuBose said the trend shows that the black triangles go down as OWASA  
11 investments continue.

12 Commissioner Price asked if the green bars have significance.

13 Ray DuBose said the green bars represent the amount of money that OWASA has  
14 invested each year in replacing piping infrastructure.

15 Jody Eimers resumed the presentation:

### 16 17 **OWASA owns about 2400 acres of forested land, the majority for protecting the Cane** 18 **Creek Watershed**

#### 19 20 **OWASA Forest Land**

##### 21 Vision

- 22 • *Protect water quality now and for future generations by following science-based*
- 23 *principles to manage our forest lands so they are healthy, diverse, resilient, and*
- 24 *sustainable.*

##### 25 Guiding Principles

- 26 • Protect water quality, OWASA's highest priority
- 27 • Improve ecological health of forested land
- 28 • Reduce the risk of wildfire
- 29 • Improve wildlife habitat and species diversity
- 30 • Sustainably manage OWASA's resources
- 31 • Engage the community and partner agencies
- 32 • Minimize adverse impacts on neighbors and surrounding community

### 33 34 **Forest Management Next Steps**

- 35 • Based on forest health, prioritize land needing active management
- 36 • Prepare draft stewardship plans on priority sites and share with neighbors
- 37 • Finalize plans and implement
- 38 • Keep the community (and local governments) informed and involved

### 39 40 **Energy Management Goals and Progress**

41 Reduce purchased natural gas from 2010 levels by 5% by 2020

- 42 • Reduced by 28%

43 Beneficially use all methane generated at wastewater treatment plant

- 44 • Under long-term consideration

45 Reduce purchased electricity from 2010 levels by 35% by 2022

- 46 • Reduced by 28%

### 47 48 **Solar Lease**

- 49 • New financial option in NC

- 1 • Minimal upfront costs; can utilize Duke Energy solar rebate for down-payment
- 2 • Public-private partnership = lower cost overall
- 3 • RFP issued in July 2019
- 4     -2 responses
- 5     -Eagle Solar and Light submitted a responsive proposal

### 7 **Cane Creek Ground Mount Solar PV System**

### 9 **Biosolids Application Land Ground Mount Solar PV System**

### 11 **Energy Management Next Steps**

- 12 • Solar Lease
  - 13 ○ Neighborhood Engagement
  - 14 ○ Local Permitting
  - 15 ○ Interconnection Request
- 16 • Energy Management Plan
  - 17 ○ Identify opportunities to reduce energy use cost-effectively
- 18 • County Efforts
  - 19 ○ Engage with and support Orange County Climate Council

21 Commissioner Greene referred to the methane gas issue, and asked if the impediments  
22 could be identified, as well as the gains achieved should all the methane be used.

23 Jody Eimers said the gain would be not releasing any methane into the atmosphere.  
24 She said OWASA can provide a list of impediments to the BOCC.

25 Commissioner Dorosin said when the BOCC receives these reports, he starts thinking  
26 how expensive it is. He said he understands that OWASA's position is that there is no flexibility  
27 on the rates, based on its interpretation of the law, but referred to the care-to-share day  
28 program, and asked if this could be further clarified. He said he would like to know how much  
29 money gets raised; how do people that need the assistance apply; and how many costs are  
30 being defrayed. He said this is likely a program of limited viability, but the County is focused on  
31 affordable housing and economic diversity.

32 Ray DuBose said this program is in its infancy, and in the beginning it was a round up  
33 program, but in the last couple of years the emphasis has been to ask customers to do a fixed  
34 donation each month. He said these monies go to the Inter-Faith Council (IFC) to help people  
35 pay their bills, and last year \$10,000 was collected, which met all of the requests from the IFC.

36 Commissioner Dorosin asked if OWASA gets any data/reports on these requests.

37 Ray DuBose said OWASA met all of the requests from the IFC and does not keep any  
38 records. He said he does not know this program will continue in the future, or how it may  
39 change, but OWASA is exploring possible ideas.

40 Commissioner Marcoplos said he and Chair Rich last met with OWASA after the  
41 discussion of the possible widening of Highway 54. He said the pipes that run from Cane Creek  
42 reservoir to the plant run right down Highway 54, which is one of the implications of widening  
43 the road.

44 Chair Rich said the website indicated that the reservoirs are close to full. She said the  
45 OWASA area uses 6.4 million gallons of water, which indicates that conservations efforts are  
46 working well.

47 The OWASA representatives submitted the following report:

### 49 **OWASA Annual Report**

1 We are pleased to submit this report on our service, projects, and initiatives since November  
2 2019. This report includes information on the following items:

- 3 1. Key System Resiliency Improvements
- 4 2. Executive Director Transition Update
- 5 3. New Revenue Bonds
- 6 4. PFAS Monitoring Update
- 7 5. Care to Share Day
- 8 6. Youth Water Academy
- 9 7. Infrastructure Investments

10  
11 **Key System Resiliency Improvements:**

12 OWASA has completed key portions of several major projects to improve resiliency throughout  
13 the community's water and wastewater system. This quarter, significant progress was made on  
14 projects at the Jones Ferry Water Treatment Plant (WTP):

15  
16 Design work has been completed to simplify and increase resiliency of a complex piping  
17 network around the WTP. We expect to award a construction contract for the project in  
18 March and estimate construction will run from summer 2020 through summer 2021. This  
19 project was taken up following the November 2018 water emergency.

20  
21 The design process has also been completed for a project at the WTP to replace aging  
22 bulk chemical storage tanks, a safety containment area, and chemical system feed  
23 pumps.

24  
25 Preliminary work is underway to convert the remainder of the WTP's electrical  
26 distribution system to an updated voltage standard and provide automatic transfer  
27 capabilities for on-site generators during power outages.

28  
29 Overall, OWASA has invested nearly \$3 million this quarter in design and construction work  
30 improving the water distribution system resiliency. OWASA Quarterly Report January 16, 2020  
31

32 **Executive Director Transition Update:**

33 OWASA's Board of Directors is working with Slavin Management Consultants to recruit  
34 OWASA's next Executive Director. That final hiring decision is expected by late April or early  
35 May 2020.

36  
37 **New Revenue Bonds:**

38 OWASA issued revenue bonds totaling \$18.6 million. The bond terms include a 2.7% interest  
39 rate over 25 years. OWASA continues to be rated highly by all three credit rating agencies:  
40 S&P (AAA), Fitch (AA+), and Moody's (Aa1). The governance of our organization, as well as  
41 the stability of the community's economy (anchored by UNC) plays a large part in our high  
42 rating.

43 OWASA has refinanced for better interest rates over the years – resulting in cost savings for  
44 customers – but this is the first instance of raising funds through revenue bonds since 2006.  
45 Proceeds will be used to fund Capital Improvement Projects.

46  
47 **PFAS Monitoring Update:**

48 OWASA's treated drinking water remains safe and meets all current Federal and State  
49 regulations and health advisories and treated wastewater remains safe for the environment.

1 OWASA supports and participates in science-based research to inform these regulations and  
2 protect water quality and human health.

3  
4 In January 2018, OWASA initiated a proactive monitoring program for PFAS – per- and  
5 polyfluoroalkyl substances – for our raw reservoir water and treated drinking water; sampling  
6 continued on a quarterly basis throughout 2019 of our Cane Creek Reservoir raw water and  
7 treated drinking water. PFAS are man-made chemicals used in a variety of everyday products  
8 to increase resistance to water, grease, or stains. PFAS are also present in aqueous firefighting  
9 foams. There are thousands of PFAS compounds in existence, including GenX.

10  
11 The EPA established a lifetime Health Advisory Level of 70 parts per trillion (ppt) for the  
12 combined amount of two categories of PFAS in drinking water. A ppt is comparable to a grain of  
13 sand in an Olympic swimming pool. OWASA’s treated drinking water remains well below the  
14 health advisory level.

15 In addition, we have begun to voluntarily test our wastewater for PFAS. As products containing  
16 PFAS are washed or degrade, PFAS can enter wastewater systems and travel into lakes and  
17 rivers. Wastewater systems are not sources of PFAS but are passive receivers.

18  
19 The results of OWASA’s wastewater testing consistently showed combined concentrations of  
20 the two monitored categories of PFAS were also below the 70 ppt threshold.

21  
22 While PFAS research is emerging and complex, OWASA is committed to sharing available  
23 information about PFAS with customers in a manner that is accessible and understandable.  
24 OWASA includes PFAS monitoring updates to local stakeholders, documents on our website,  
25 OWASA Quarterly Report January 16, 2020 and through communications directly with  
26 customers – including the annual Water Quality Report Card and recent educational initiatives  
27 at the Chapel Hill Public Library.

### 28 29 **Care to Share Day:**

30 OWASA and the Interfaith Council for Social Services celebrated the inaugural Care to Share  
31 Day on November 21, 2019. Leading up to the event day, OWASA hosted a series of in-person  
32 and social media-focused events. WCHL donated 23 public service announcements; OWASA  
33 and IFC staff came together to celebrate and raise funds; there was significant social media  
34 activity generating interest and awareness for the program.

35  
36 The program plays an important role in our community, and we hope this awareness effort  
37 leads to an increase in donors to the program.

38  
39 Thank you to the governing boards for proclaiming Care to Share Day at meetings leading up to  
40 the celebration. We value your historic and ongoing partnership and support of Care to Share.

### 41 42 **Youth Water Academy:**

43 Another group of water-conscious local teens is ready to take their newly acquired water  
44 knowledge to the Chapel Hill-Carrboro community after completing OWASA’s Youth Water  
45 Academy.

46  
47 This fall’s program culminated in early December for the 18 participants from local high schools  
48 after five weeks of learning the ins and outs of the process of bringing high-quality water from  
49 the source to taps across the community.

50

1 The academy included tours of OWASA's Water and Wastewater Treatment Plants, learning  
 2 more about water governance in our community, and what it takes from an infrastructure  
 3 standpoint to keep things flowing smoothly. The students were then able to put that knowledge  
 4 to work by constructing their own water treatment system during a hands-on build in OWASA's  
 5 operations center.

6  
 7 The program is open to students in grades 9-12 in Chapel Hill and Carrboro. Keep an eye out  
 8 for the next round of applications for the next Youth Water Academy in 2020.

9  
 10 **Infrastructure Investments:**

11 OWASA maintains 750 miles of water and wastewater pipes, a water treatment plant, a  
 12 wastewater treatment plant, pump stations, and other infrastructure. Meeting the community's  
 13 needs and increasing system resiliency requires ongoing rehabilitation of the water,  
 14 wastewater, and reclaimed water systems. Capital investments, including debt payments for  
 15 capital projects, account for about half of our costs. In the last fiscal year, we invested about  
 16 \$17.3 million to renew, replace and improve infrastructure. Our five-year Capital Improvements  
 17 Program can be viewed here. Notable infrastructure work in the past quarter included: OWASA  
 18 Quarterly Report January 16, 2020

- 19  
 20 1. **Rogerson Drive Pump Station and Force Main:** Large projects were completed to  
 21 improve electrical, HVAC, and controls at OWASA's largest wastewater pump station  
 22 near Cleland Drive. A major replacement of a portion of the Rogerson Drive force main at  
 23 Raleigh Road has also been completed.  
 24  
 25 2. **Water Main Replacement:** Water line replacement on Manning Drive has been  
 26 completed. Work is continuing on replacement of water mains at the service road to  
 27 Fordham Boulevard east of Scarlett Drive and at Dobbins Drive between Erwin Road and  
 28 East Franklin Street. Projects to replace water mains along Barclay Road, Weiner Street  
 29 and Country Club Road were also recently started.  
 30  
 31 3. **Investment in Our Treatment Facilities:** Construction is underway on projects to  
 32 improve the pumping system at University Lake and rehabilitate concrete at the Water  
 33 Treatment Plant sedimentation basins.

34  
 35 We would be happy to provide you more detailed information on the items above or other topics  
 36 of interest as desired. Please feel free to contact Executive Director Ed Kerwin  
 37 (ekerwin@owasa.org or 919-537-4211), or me.

38  
 39 Sincerely,  
 40 Raymond DuBose, Chair  
 41 OWASA Board of Directors

42  
 43  
 44 **c. Update on the Orange County Food Council**

45 The Board received an update from the Food Council about activities in the 2019 – 2020  
 46 fiscal year and the proposed scope of work for the 2020 - 2021 fiscal year.

47  
 48 **BACKGROUND:** The Food Council Coordinator was hired in July 2019. This new  
 49 Coordinator position was approved through an interlocal agreement process and is jointly  
 50 funded by Orange County, Chapel Hill, Hillsborough and Carrboro. The Coordinator is charged

1 with coordinating the Food Council and helping it achieve its goals. This presentation will  
 2 provide an update of the Coordinator's work and progress since July 2019 plus an overview of  
 3 the Food Council's plans for the 2020 - 2021 fiscal year.

4  
 5 Ashley Heger, Food Council Coordinator, made the following PowerPoint presentation:

6  
 7 **Orange County Food Council**  
 8 **2019 Review and 2020 Scope of Work**  
 9

10 **2019 - 2020 Fiscal Year**

- 11 • Hired full-time coordinator
- 12 • Facilitated partnership with Orange Co Schools and Orange Co Solid Waste to begin a
- 13 school composting pilot program in 2 Hillsborough elementary schools
- 14 • Organizing a 'state of food security' report for the County in January
- 15 • Facilitated Social Justice and Racial Equity workshops
- 16 • Grown workgroup participation in Local Food Economy, Racial Equity, Food Access and
- 17 Food Waste Recovery

18  
 19 **2020 - 2021 Goals & Scope of Work**

- 20 • Develop a Food Policy Agenda (2 year process)
- 21 • Create a Racial Equity Community Data Index in collaboration with the Health Equity
- 22 Council
- 23 • Sustain workgroups and partnership development

24  
 25 **What is a Food Policy Agenda?** (flow chart)

26  
 27 **Purpose & Structure**

- 28 • Identify gaps and opportunities for improving the local food system
- 29 • Develop an agreement between partners where lived experience and racial equity is
- 30 centered and everyone understands their role in this work
- 31 • Provide policy recommendations and create process to keep policies accountable to the
- 32 outcomes/impact

33  
 34 **How this relates to our full scope of work in 2020 - 2021**

- 35 - Data Index as a tool for identifying issues and tracking outcomes
- 36 - Workgroups and partners helping drive this work and inform the process
- 37 - Working with a racial equity coach

38  
 39 Commissioner Price asked if the data index could be explained.

40 Ashley Heger said many already exist, and they are looking at examples now. She said  
 41 it will likely be a public facing website, and one can look at disaggregated data from different  
 42 aspects of the community like affordable housing, etc. She said the Health Equity Council  
 43 would be part of a group that would be analyzing the data.

44  
 45 **5. Public Hearings**

46 **NONE**

47  
 48 **6. Regular Agenda**

49

1        **a. 2020 Greene Tract Resolution and Environmental Assessment Interlocal**  
 2        **Agreement**

3        The Board considered voting to approve the 2020 Greene Tract Resolution and  
 4        Interlocal Agreement between Orange County, the Town of Chapel Hill, and the Town of  
 5        Carrboro to jointly fund the costs of an environmental assessment related to the Greene Tract  
 6        and authorizing the Chair to sign.

7  
 8        **BACKGROUND:** The Greene Tract is a 164 acre parcel of which 104 acres is jointly owned by  
 9        Orange County/Chapel Hill/Carrboro and 60 acres owned by Orange County (Headwaters  
 10        Preserve). In 2001/2002, local governments approved a resolution conceptualizing uses of the  
 11        104-acre joint owned area. In 2017, local governments agreed to have the Managers, Mayors,  
 12        and Chair (MMC) consider preservation and development options for the Greene Tract. Starting  
 13        in May 2017, a joint staff work group began to examine the preservation and development  
 14        potential of the existing Greene Tract.

15  
 16        The MMCs requested that each alternative include specific elements and goals including, but  
 17        not limited to, incorporate a future elementary school and park site, preserve valuable  
 18        environmental features and corridors, protect historical and cultural resources, encourage cost  
 19        effective infrastructure, and identify areas for future development. In addition, the MMC  
 20        recommended staff examine the reconfiguration of the joint owned and county owned tracts.  
 21        The purpose of this request was to determine the feasibility in adopting a revised resolution  
 22        supporting the reconfiguration of these tracts. The 60 acres which are county owned would be  
 23        established as prime preservation areas. These goals and objectives, vetted through a  
 24        multijurisdictional staff work group, assisted in the development of the 2019 Greene Tract  
 25        Resolution and Conceptual Plan.

26  
 27        **January 29, 2019 Assembly of Governments Meeting**

28        The 2019 Greene Tract Resolution and Conceptual plan were presented at the January 29,  
 29        2019 Assembly of Governments meeting. Elected officials stated support for the resolution and  
 30        conceptual plan.

31  
 32        **February 12, 2019 Carrboro Board of Aldermen Meeting**

33        The 2019 Greene Tract Resolution and Conceptual Plan were adopted by the Carrboro Board  
 34        of Aldermen.

35  
 36        **February 19, 2019 Orange County Commissioners Meeting**

37        The 2019 Greene Tract Resolution and Conceptual Plan were adopted by the Orange County  
 38        Board of Commissioners.

39  
 40        **February 20, 2019 Chapel Hill Town Council Meeting**

41        The 2019 Greene Tract Resolution and Conceptual Plan were presented to the Chapel Hill  
 42        Town Council. The Council approved the exchange of acreage from jointly-owned to county-  
 43        owned and county-owned to jointly-owned commencing the recombination process and the  
 44        exploration of ways to protect the County-owned Headwaters Preserve and Jointly-owned  
 45        preserve areas. However, the conceptual plan with linked land use designations was not  
 46        approved at this time.

47  
 48        **July 15, 2019 Chapel Hill Town Council Meeting**

49        The 2019 Greene Tract Resolution and Conceptual Plan were presented to the Chapel Hill  
 50        Town Council for adoption consideration. The Council approved a substitute Resolution (Option

1 C) which was not the same resolution and conceptual plan adopted by Orange County and the  
 2 Town of Carrboro. This resolution and conceptual plan acknowledged action taken at their  
 3 February 20 meeting and approved land use acreage designations, but did not specify land use  
 4 designations on the adopted conceptual plan. In addition, the Town Council adopted a second  
 5 resolution outlining next steps for the Greene Tract, which included the completion of an  
 6 environmental assessment. This element was not contained in the resolutions adopted by  
 7 Orange County and of the Town of Carrboro since a multi-jurisdictional environmental scan was  
 8 conducted.

### 9 **2020 Greene Tract Resolution**

10 Following the July Chapel Hill Town Council meeting, local governments have been working to  
 11 bridge the two resolutions adopted by the Towns and County. In addition, the local  
 12 governments have considered the importance of the environmental assessment and how to  
 13 proceed. As a result of these discussions, a 2020 Greene Tract resolution was proposed. This  
 14 resolution would provide a process for the three jurisdictions to move forward in their pursuit of  
 15 development on the Greene Tract and would provide guidance and next steps while a  
 16 memorandum of understanding document is drafted. The resolution would:

- 17 1. Initiate an environmental assessment of the 164-acre Greene Tract to determine the
- 18 2. most environmental sensitive area to be designated as the Headwaters Preserve.
- 19 2. Initiate drafting of a Memorandum of Understanding between the three jurisdictions. This
- 20 3. document would detail decision-making process for the jurisdictions to agree to.
- 21 3. Delay public engagement efforts until agreement of a Memorandum of Understanding.
- 22
- 23
- 24

25 With adoption by all three governing boards, the attached resolution would supersede the 2002  
 26 Resolution, approved December 10, 2002, and the 2019 Resolution adopted on February 19,  
 27 2019 which outlined the County and Towns' intentions for developing the Greene Tract.

### 28 **Greene Tract Environmental Assessment Interlocal Agreement**

29 The proposed 2020 Greene Tract resolution outlines next steps, which includes the initiation of  
 30 an environmental assessment of the 164 acre Greene Tract to determine the most  
 31 environmental sensitive area to be designated as the Headwaters Preserve along with required  
 32 environmental areas within the 104 acres.

33  
 34  
 35 The purpose of this environmental assessment is to obtain site-specific information on  
 36 environmental conditions present on the Greene Tract in order to identify areas of the property  
 37 to be preserved and/or protected. The assessment will also balance the environmental  
 38 conditions in conjunction with future infrastructure (i.e. roads, water, sewer, stormwater, etc.)  
 39 necessary for adjacent future development. A future developer would use this information as a  
 40 base and not have to duplicate such work. After future preserved areas are identified, then  
 41 other  
 42 areas that could be considered for desired uses as determined in future site evaluations,  
 43 suitability analyses, community input sessions, site plans, and development proposals.

44  
 45 Orange County, in partnership with the Towns of Chapel Hill and Carrboro, will be providing  
 46 joint funding to cover the costs of the environmental assessment as outlined in the Interlocal  
 47 Agreement (Attachment 3). The estimated cost for the environmental assessment is \$40,000.  
 48 Based on the proposed cost share agreement of 43/43/14 percent (Orange County/Chapel  
 49 Hill/Carrboro respectively), Orange County's cost share will be approximately \$17,200. The

1 proposed Interlocal Agreement has also been reviewed by the respective Attorneys of the three  
2 local governments.

3  
4 The 2020 Greene Tract Resolution and Interlocal Agreement are planned for adoption  
5 consideration at the January 21 Carrboro Board of Aldermen meeting and the January 22  
6 Chapel Hill Town Council Meeting. Any amendments to the resolution and/or interlocal  
7 agreement by the Town of Chapel Hill and the Town of Carrboro would prompt a return to the  
8 BOCC for consideration.

9  
10 **FINANCIAL IMPACT:** There is no direct financial impact associated with the 2020 Greene Tract  
11 Resolution. Following adoption of the proposed Interlocal Agreement, Orange County will be  
12 responsible for paying the provider as detailed in the proposed Interlocal Agreement from the  
13 current (FY19/20) Budget/Capital Investment Plan (CIP). The Towns will be notified of the  
14 County's payment and authorize reimbursement to the County based on the proposed cost  
15 share agreement (Chapel Hill 43% and Carrboro 14% of the total cost). If the cost of the  
16 environmental assessment exceeds the allocated budget, Orange County staff will present a  
17 budget or CIP amendment to the BOCC for consideration.

18  
19 Travis Myren made the following PowerPoint presentation:

20  
21 **2020 Greene Tract Resolution and Environmental Assessment**  
22 **January 21, 2020**  
23 **Board of Orange County Commissioners**

24  
25 **Purpose**

- 26 • To Consider Approval of the *2020 Greene Tract Resolution* and Cost Share Agreement  
27 for Environmental Assessment
  - 28 ○ Reconcile the 2019 Greene Tract Resolutions
  - 29 ○ Codify Land Use Needs and Goals
  - 30 ○ Pursue a Comprehensive Environmental Assessment – Cost Share ILA
  - 31 ○ Share Environmental Assessment with Potential Developers to Avoid Duplication
  - 32 ○ Pursue a Memorandum of Understanding for Future Decision Making
  - 33 ○ Postpone Formal Public Engagement Until MOU is Finalized
  - 34 ○ Hold Group Discussion at the Assembly of Governments Meeting on January 28,  
35 2020

36 **Greene Tract**

- 37 ▪ Approximately 164 total acres
  - 38 ▪ 104 acres jointly owned by Orange County, Town of Chapel Hill, and Town of  
39 Carrboro
  - 40 ▪ 60 acres owned by Orange County – Headwaters Preserve
    - 41 ▪ Originally Solid Waste Property
    - 42 ▪ General Fund Purchased in FY2016-17
    - 43 ▪ Designated for low impact recreation and preservation
  - 44 ▪ Neville Tract
    - 45 ▪ Solid Waste Owned
    - 46 ▪ Provides soil cover for C&D Landfill

47 **2002 Resolution**

- 48 ▪ Adopted by Orange County, Chapel Hill, Carrboro
  - 49 ▪ 18 Acres Affordable Housing
  - 50 ▪ 86 Acres Open Space

- 60 Acres Preserved by Orange County

### 2017-19 Managers, Mayors, Chair and Multijurisdictional Staff Work Group Meetings

- Update the 2002 Resolution
- Goals for the Update
  - Elementary School Site
  - Preserve Most Valuable Environmental Features
  - Protect Historical and Cultural Resources
  - Encourage Cost Effective Infrastructure
  - Identify Areas for Future Development
  - Examine Reconfiguration of Properties to Maximize Environmental Protection

### 2019 Greene Tract Resolution and Conceptual Plan

- Governing Boards Adopt Substantially Similar *But Not Identical* Resolutions
- Same Land Uses
  - Approximately 22 acres for joint preserve
  - Approximately 11 acres for a public school site
  - Approximately 4 acres for a public recreation facility site
  - Approximately 67 acres for housing/mixed use
- Town of Chapel Hill Removes Map Designations and Adopts Resolution on Public Input Process and Next Steps

### Map with Land Use Designations/Map Without Land Use Designations (maps)

Commissioner Dorosin asked if all partners have agreed to the reconfigured headwaters preserve.

Travis Myren said in concept, yes, and one of the things that the environmental assessment would accomplish would be to really establish where the property lines are, and how this would be reconfigured. He said all partners have agreed that some form of reconfiguration of the headwaters preserve is appropriate.

Commissioner Dorosin clarified that the map itself has not yet been re-configured.

Travis Myren said no, none of the property lines have changed.

Commissioner Dorosin asked if the concept of this is for the headwaters preserve to still be solely owned by Orange County.

Travis Myren said the County would retain sole ownership of the 60 acres.

### 2020 Greene Tract Resolution and Environmental Assessment Interlocal Agreement

- 2020 Resolution Supersedes Prior Action
  - Maintains Agreement on Number of Acres Designated for Different Land Uses
- Includes Five (5) Major Provisions:
  1. *Jointly pursue an **environmental assessment** of the entire 164 acres to consider designating the most environmentally sensitive area as the Headwaters Preserve. The cost of this analysis will be shared among the parties, 43% Orange County, 43% Town of Chapel Hill, 14% Carrboro.*
    - Total Cost Estimated - \$40,000
    - Orange County Share - \$17,200
  2. *Jointly pursue a **Memorandum of Understanding** for future decision-making processes. This document will be used to ensure the parties participate in good faith in the planning process for potential development of the Greene Tract. The document will describe community outreach efforts.*

- 1 3. *Jointly agree to not initiate formal **public engagement** until completion of the*
- 2 *Memorandum of Understanding document.*
- 3 4. *Jointly agree any potential developers of the Greene Tract may rely upon and utilize the*
- 4 *environmental assessment contemplated herein and shall **not be required to conduct***
- 5 *or obtain a separate environmental assessment.*
- 6 5. *Jointly agree to a **discussion** of the Greene Tract at the 2020 Assembly of*
- 7 *Governments meeting on January 28, 2020.*

### 9 **2020 Greene Tract Resolution Potential Amendments**

- 10 • *Amend Whereas Clause #7:*

11 **WHEREAS**, over the last 16 years, various joint planning studies including the Historic Rogers

12 Road Task Force Report and Mapping Our Community's Future, and collaborations with the

13 community and school district have suggested land use and acreage needs; and

- 14 • *Amend Provisions #3 and #4*

15 3. *Jointly agree to not initiate formal **public engagement** until completion of the*

16 *Memorandum of Understanding document.*

17 3. Jointly agrees to have a joint public information session that includes Orange County,

18 Chapel Hill, and Carrboro a minimum of 2 months after the Environmental Assessment

19 has been completed by the consultant and received by the jurisdictions.

20 4. *Jointly agrees to not initiate formal further public engagement until completion of the*

21 *Memorandum of Understanding document.*

### 22 **Schedule for Consideration**

- 23 • *January 21 – Board of Orange County Commissioners*
- 24 • *January 21 – Carrboro Town Council*
- 25 • *January 22 – Chapel Hill Town Council*

### 26 **Decision Points**

- 27 • *Approve and Authorize the Chair to Sign the 2020 Greene Tract Resolution (Attachment*
- 28 *2) as amended;*
- 29 • *Approve the Environmental Assessment Interlocal Agreement (Attachment 3) and*
- 30 *Authorize the Manager and Finance Director to Sign*

31 Commissioner Price asked if there could be clarification given regarding the timeline.

32 Travis Myren said two months after the document is complete, and submitted to staff for

33 review, there will be a public information session.

34 Chair Rich said the minimum was proposed by Chapel Hill, who wanted staff to have

35 time to review the assessment and compare it to the work that has already been done. She

36 said the environmental assessment would happen after staff puts out an RFP, most likely in the

37 spring, and once the assessment is received, staff will have time to fully digest the content prior

38 to holding a public information session.

39 Commissioner Dorosin said the language is awkward. He clarified that there is no

40 actual time limit between the report being completed and the staff holding a public information

41 session.

42 Chair Rich said staff hopes it can do a review within two months, at a minimum.

1 Commissioner Dorosin said none of this has a timeline, and some target dates are  
2 needed on all this: a target date for the RFP, a target date for a completed report, a target date  
3 for staff to be done with its review, etc.

4 Chair Rich said the intent of this agreement is not to get the target dates, but rather it is  
5 an agreement to gather the information first and to work together, etc. She said if all three  
6 partners do not approve to move forward, then any target dates are null and void.

7 Commissioner Dorosin said he just wants a sense of a timeline.

8 Chair Rich said discussing the timeline is one of the goals of the Assembly of  
9 Governments (AOG) meeting next week.

10 John Roberts said the draft document is finished, and was submitted to the other three  
11 attorneys three weeks ago. He said it sets an 18-month window, where all of the uses have to  
12 be firmly established and if they are not, there is a 6-month window to resolve disputes, or there  
13 will be a vote of the parties by ownership interest, allowing two parties to overrule a third. He  
14 said two years is a reasonable time to resolve all issues, and there is always the last resort of  
15 partition of the land, and returning it to Orange County jurisdiction.

16 Chair Rich said if the BOCC changes anything tonight, the process must start over. She  
17 said Carrboro is voting on this tonight and Chapel Hill tomorrow night.

18 Commissioner McKee said this is moving slowly, but the Chair is correct; if the Board  
19 changes anything the process must start over. He said the Board should approve this  
20 resolution tonight, hoping the other entities approve it as well, and then all can move to the  
21 MOU.

22 John Roberts said if substantive changes are made, then other parties would have to  
23 review again.

24 Chair Rich said this item is on the AOG agenda.

25 Commissioner Price said there should be more specificity on a timeline of the public  
26 information sessions.

27 Travis Myren said he would put together a target schedule to bring to the AOG meeting,  
28 if that would resolve concerns.

29 Commissioner Price asked if this proposed timeline would include a time limit on when a  
30 public information session would be held, after the assessment is completed.

31 Travis Myren said he is not sure how much of this was a point of a negotiation, but said  
32 he can focus on getting the staff's work completed in a certain time frame.

33 Chair Rich said the intent of this statement is to give the ability to staff to look at the  
34 assessment, compare it with original assessment, and create a group of staff to hold a public  
35 information session. She said staff needs time to do its work. She said the intention is not to  
36 withhold the information from the public, and the Mayor of Chapel Hill wanted to ensure that  
37 staff has time to complete its work thoroughly.

38 Commissioner Price said she wants to ensure that the public has an idea as to when it  
39 can see this report. She said she understands that staff needs time to complete its work, but  
40 the public has requested that this assessment be done, and the public should have an idea of  
41 when it will be available.

42 Commissioner Dorosin said once the assessment is released to the County, it is a public  
43 record.

44 Commissioner Price said she would be satisfied if the resolution included that the  
45 assessment would be made available online, once it was received.

46 Commissioner Greene said it is a good step to agree to move forward with the  
47 assessment, while also working on the MOU.

48 Commissioner Greene agreed with Commissioner McKee that there is a concern if the  
49 Board does not pass this tonight.

1 Commissioner Greene proposed alternate language for number 3, but said she is not  
2 proposing to change the language, as it would cause delay.

3 Commissioner McKee asked if this alternate wording were adopted, would it require the  
4 approval of the other parties. He said his concern is that this wordsmithing will cause delay.  
5 He suggested that the Board approve this resolution tonight, and all other details can be  
6 discussed at the AOG meeting.

7  
8 **PUBLIC COMMENT:**

9 Delores Bailey said she has been working on the Greene Tract since 2003. She said  
10 she is concerned that the language is not clear as to when this is coming to the public for  
11 review. She said once the public receives this information it can start thinking through how this  
12 will affect the Rogers Road Community. She said if the MOU takes 2 years, the Greene Tract  
13 will have been worked on for 33 years total, and that is too long.

14 John Roberts said the MOU can be entered into immediately, but there is a 2-year  
15 window in the case of disputes.

16 Delores Bailey said all involved are desperate to move this issue forward, and there  
17 needs to be some clarification as to when the public will be able to look at the document.

18 Chair Rich said the reason the Mayors/Managers/Chair (MMC) wanted to keep this open  
19 was so that there can be a full discussion at the AOG. She said the hope is that everyone will  
20 be at this meeting to have productive conversation.

21 John Roberts said the public will have access to this document as soon as the Planning  
22 Department puts it on the website, and there will be a minimum of two months for the staff to  
23 prepare for the information sessions.

24 Commissioner Bedford referred to newly worded point #4, which says: "Jointly agrees  
25 to not initiate formal **further** public engagement until completion of the Memorandum of  
26 Understanding document". She said it is possible that the MOU will not be completed, and this  
27 will end up in court. She said she does not see the purpose of refusing to have formal public  
28 engagement before the MOU is completed.

29 John Roberts said the purpose of #4 is only for the environmental assessment, and the  
30 MOU will focus on uses, where they go, how much acreage, etc. He said until all of that is  
31 decided, the only thing to discuss with the public is the environmental assessment.

32 Commissioner Bedford said she thought the MOU was about what to do if parties do not  
33 agree. She said if the MOU is to include land uses, etc. then the public absolutely should be  
34 involved. She said this process is confusing.

35 John Roberts said the MOU will decide how this property is used.

36 Commissioner Dorosin said the MOU will determine how the discussions will move  
37 forward.

38 Chair Rich said the MOU is a governance document, and the issues being raised by  
39 Commissioner Bedford will be discussed in a series of public meetings/hearings. She said the  
40 MOU will determine how to move forward.

41 Commissioner Bedford asked if there is a process to move forward if the parties do not  
42 agree on the MOU.

43 John Roberts said he has put a two-year time frame, but this may not stand. He said if  
44 the parties cannot agree on the MOU after two years, as is currently written, then the option  
45 could be partitioning the property and taking Orange County's property out of the ETJ to do as it  
46 wants to with the land. He said the partition is a judicial process, if the boards cannot agree.

47 Commissioner Marcoplos said he will very reluctantly support this resolution because  
48 there is one shot to do something impactful and historic with this land. He said this opportunity  
49 has existed for years. He said the County owns the land and can build more for less money  
50 there. He said the Rogers-Eubanks neighborhood has had the road stubbed out for years and

1 years, but nothing has happened. He said the County has had an affordable housing crisis for  
2 years, and nothing has happened. He said it was very disappointing, and caused him a bit of a  
3 loss of faith, when the Town of Chapel Hill left the collaborative process. He said the historical  
4 timeline shows Carrboro and the County trying to move this forward, but Chapel Hill did not, and  
5 the points of disagreement should have been worked out at the MMC, as they were not  
6 complicated issues. He said he was part of a group that met in the spring, which prodded  
7 Chapel Hill to meet in July in order to move this project forward. He said the July meeting was  
8 actually a confusing set back.

9 Commissioner Marcoplos said there were then discussions in Chapel Hill about tall  
10 buildings, etc. on the Greene Tract. He said the map of uses out there matches what is on the  
11 ground, and he has been out to this area many times. He said from his observation, the  
12 County's assessment did what it was supposed to do.

13 Commissioner Marcoplos said he then learned of the option of gaining the partition,  
14 which seemed the quickest way to move this project forward, which is his main goal. He said  
15 many issues were misunderstood, and the Rural Buffer is a 5-minute walk from this area and  
16 there are a lot of opportunities to enjoy the natural areas. He said he will support it this  
17 resolution, and he does not know why this process went off the rails.

18 Commissioner McKee said the key word for him is the completion of the MOU, and not  
19 the adoption. He said he does not want the boards to start talking about the nuclear option  
20 (partitioning of the property). He said the AOG meeting will give everyone an opportunity to  
21 work out the kinks and hear the same thing.

22 Commissioner Dorosin said he appreciated Commissioner Bedford's comments. He  
23 said the hope that they will reach a consensus next week is great, but probably unrealistic, as  
24 even late today the Board received a change by one of the parties. He said he favors moving  
25 the assessment forward and setting some hard targets and timelines for that at the AOG  
26 meeting. He said some in the collective want to move this forward, and others are not as  
27 enthusiastic.

28 Commissioner Dorosin said the Commissioners need to be cognizant that everybody  
29 that lives on Rogers Road, and to the east, are Orange County's constituents. He said Chapel  
30 Hill is not politically accountable to anyone that lives in the extraterritorial jurisdiction (ETJ). He  
31 said all three of the boards need to be collectively involved in the public engagement process,  
32 and things seems to have gone awry because different people had conversations with different  
33 people in the community, and everyone was not on the same page. Commissioner Dorosin  
34 said, at the very least, all parties need to agree next week as to what will be communicated to  
35 the public, otherwise it is just a massive game of telephone.

36 Chair Rich said at the end of the last MMC meeting, everyone involved had an  
37 assignment to complete.

38 Commissioner Dorosin said all are agreeing to the environmental assessment, which  
39 seems quite straightforward. He asked if there is a plan as to what will happens after the  
40 parties sign the other MOU; is there is a checklist that there will be 10 public meetings, etc.

41 Chair Rich said these details will be discussed at the next MMC meeting. She said the  
42 environmental assessment needs to be done first, and after the AOG, the MMC will reconvene  
43 and put in timelines, etc.

44 Commissioner Dorosin said this was all laid out 2-3 years ago when he was Chair, and  
45 the process should not be starting at zero.

46 Chair Rich said one of the partners did not want that plan anymore, and the 2002  
47 agreement states that all three partners must agree.

48 Chair Rich said Chapel Hill added point #3, and Carrboro added point #4. She said a  
49 meeting occurred, of which the County and Carrboro were not aware, and staff was blindsided

1 by public input. She said point #4 came out in order to prevent this type of meeting from  
2 occurring again, without appropriate representation of all parties.

3 Commissioner Price clarified that the County did an assessment, which was not good  
4 enough for the partners, and has lead to a new environmental assessment being needed. She  
5 referred to point #5, which states developers may rely upon this. She said she is hoping that  
6 this new assessment will be good enough for all three parties.

7 Travis Myren said he is not sure of the issues surrounding the first assessment, and why  
8 it was insufficient. He said the new assessment will involve dispassionate, third party analysis,  
9 which should be viewed as more neutral.

10 Travis Myren said the intention would be for the assessment to be turned over to future  
11 developers. He said the County will not pay for anything further.

12 Commissioner Greene said it is her understanding that this would be the final  
13 environmental assessment, and she thought this would be included this resolution.

14 Travis Myren said it is included in point #5.

15 Commissioner Greene said this is acceptable language.

16 Commissioner Marcoplos said there is now is a mediator with the MMC and minutes are  
17 being taken, which are being received by all elected officials. He would like to see these  
18 minutes available to the public as well.

19 Chair Rich said these minutes are public record.

20 Bonnie Hammersley said staff can put these minutes on the Greene Tract page of the  
21 website.

22 Commissioner Marcoplos said he would like to put out PSAs to make the public aware  
23 that these minutes are available.

24 Commissioner Bedford asked if John Roberts could confirm the meaning of point #4.

25 John Roberts asked if Commissioner Bedford is referring to completion versus adoption.

26 Commissioner Bedford said she is concerned that a MOU may never be completed or  
27 adopted, and the Board may be tying its hands to never have further public engagement.

28 John Roberts said he does not interpret it to be indefinitely, and there is no legal  
29 definition for completion, but rather it is a dictionary definition. He said completion means when  
30 the MOU is done and being circulated for adoption.

31 Commissioner Bedford asked Travis Myren if there is a difference between an  
32 environmental assessment versus a federal environmental impact statement.

33 Travis Myren said a federal environmental impact statement is used in larger projects, is  
34 very prescriptive, etc.; and an environmental assessment is typically used on smaller things,  
35 and comes before any environmental impact statement would be required. He said the size  
36 and scope is different between the two.

37 Commissioner Bedford said it would be a courtesy for staff to reach out to the Chapel  
38 Hill-Carrboro City Schools (CHCCS) to see if they have any input.

39 Travis Myren said staff has already had a conversation with school district staff and  
40 some preliminary information can be gathered that may be helpful in a school discussion.

41  
42 **PUBLIC COMMENT:**

43 Reverend Robert Campbell is the Executive Chairperson of Rogers-Eubanks  
44 Neighborhood Association (RENA) and a member of the Friends of the Greene Tract. He said  
45 some of the technical language is confusing to the public, as much of it sounds the same, but  
46 actually has different meanings and scope. He said the public has no understanding of the  
47 verbiage, and it is important to have a glossary of terms for any information that goes out  
48 publically, as it will help cut down on the misinformation and confusion. He said any collective  
49 meetings should involve the community and all relevant staff groups, to ensure that all voices  
50 are at the table.

1  
2 Revised Resolution below:

3 **A RESOLUTION FOR A PATH FORWARD PROCESS FOR FURTHER ASSESSMENT OF**  
4 **THE GREENE TRACT**  
5

6 **WHEREAS**, in 1984, Orange County and the Towns of Carrboro and Chapel Hill jointly  
7 purchased the property known as the Greene Tract (164 acres more or less); and  
8

9 **WHEREAS**, in 2000, title to 60 acres of this property was deeded exclusively to the Orange  
10 County Solid Waste Enterprise Fund for non-landfill solid waste purposes under provisions of  
11 the 1999 Interlocal Agreement for Solid Waste Management; and  
12

13 **WHEREAS**, at that time, the remaining 104 acres was retained in joint ownership by the three  
14 governments (with the intent that the future uses of the property would be determined at a  
15 future time); and  
16

17 **WHEREAS**, the 60-acre parcel (designated as the Headwaters Preserve by the Orange County  
18 Board of Commissioners on October 18, 2016) was purchased by Orange County via  
19 reimbursement to the Solid Waste Enterprise Fund in 2016; and  
20

21 **WHEREAS**, in 2002 Orange County and the Towns of Carrboro and Chapel Hill adopted the  
22 2002 Resolution which called for approximately 86 acres for open space and 18 acres for  
23 affordable housing on the jointly-owned land; and  
24

25 **WHEREAS**, the Greene Tract is part of the Historic Rogers Road Neighborhood where the  
26 Towns of Chapel Hill and Carrboro have researched market development potential and zoning  
27 to implement a planning program in the overall area; and  
28

29 **WHEREAS**, over the last 16 years, various joint planning studies including the Historic Rogers  
30 Road Task Force Report and Mapping Our Community's Future, and collaborations with the  
31 community and school district have suggested land use and acreage needs; and  
32

33 **WHEREAS**, Mayors for Carrboro and Chapel Hill and the Orange County Commissioners Chair  
34 have agreed to jointly pursue an update to the 2002 Resolution and have been meeting with  
35 respective management and supporting staff, as suggested by the elected officials at an  
36 Assembly of Governments meeting in 2017, to determine next steps for preservation and  
37 development of the Greene Tract; and  
38

39 **WHEREAS**, on February 12, 2019 the Carrboro Board of Aldermen and on February 19, 2019  
40 the Orange County Commissioners voted to approve a resolution to support adjusting the  
41 property lines of the 104-acre jointly-owned tract and the 60-acre Headwaters Preserve,  
42 creating a jointly-owned preserve, indicating land uses, and conceptually agreeing to consider  
43 development of the Greene Tract; and  
44

45 **WHEREAS**, on February 20, 2019 the Chapel Hill Town Council voted to approve the  
46 exploration of ways to protect the County-owned Headwaters Preserve and a proposed jointly-  
47 owned preserve area; and  
48

49 **WHEREAS**, the Chapel Hill Carrboro City Schools in a letter dated May 22, 2019, have  
50 indicated the district's continued interest in designation of a school site to be located on the

1 Greene Tract; and  
2

3 **WHEREAS**, on July 15, 2019 the Chapel Hill Town Council adopted a resolution to support  
4 adjusting the property lines on the tract and the Headwaters Preserve, creating a jointly-owned  
5 preserve, and conceptually agreeing to consider development of the Greene Tract; and  
6

7 **WHEREAS**, at that time the Chapel Hill Town Council did not agree to designating the land  
8 uses indicated on the maps attached to the Carrboro and County's resolutions; and  
9

10 **WHEREAS**, the three jurisdictions agreed conceptually to the following land use designations:

- 11 • Approximately 22 acres for joint preserve;
- 12 • A minimum of 16 acres for public school site and public recreational facility site;
- 13 • Approximately 66 acres for housing/mixed use; and  
14

15 **WHEREAS**, the Chapel Hill Town Council also adopted a resolution on July 15, 2019  
16 committing to holding a series of community meetings, soliciting input from the public and  
17 respective advisory boards regarding land uses and densities, initiate environmental and  
18 connectivity assessment; and initiate steps to protect the jointly-owned preserve and the  
19 Headwaters Preserve in perpetuity; and  
20

21 **WHEREAS**, an environmental assessment would be based on the highest protective  
22 environmental regulations of the three jurisdictions (Carrboro, Chapel Hill, and Orange County)  
23 and as also defined by the Army Corps of Engineers for wetlands determination; and  
24

25 **WHEREAS**, in the interest of working together, Carrboro, Chapel Hill, and Orange County  
26 elected boards have considered this resolution to determine a joint path forward; and

27 **WHEREAS**, each board will consider this resolution in January 2020 outlining next steps and  
28 provide direction to their respective staff; and  
29

30 **WHEREAS**, this resolution attempts to consolidate the differences and supersede the  
31 resolutions adopted in February 2019 by the Carrboro Board of Aldermen and the Orange  
32 County Commissioners and the resolution adopted in July 2019 by the Chapel Hill Town  
33 Council; and  
34

35 **WHEREAS**, analysis of the Greene Tract's past, present, and future identified the following land  
36 use needs and goals:

- 37 • Promote mixed-income housing opportunities; development of housing that serves a  
38 range of incomes
- 39 • Preserve valuable environmental features including tree canopy, open space, stream  
40 buffers, and wildlife corridors;
- 41 • Protect historical and cultural resources;
- 42 • Promote cost effective infrastructure;
- 43 • Incorporate school and recreation sites;
- 44 • Earmark development areas for mixed income housing and mixed use potential; and  
45

46 **WHEREAS**, the staff work group considered direction from the respective governing boards,  
47 specialized staff, housing partners, and community in developing a conceptual process for  
48 the Greene Tract.  
49

1 **NOW, THEREFORE, BE IT RESOLVED THAT** the Orange County Board of Commissioners:

- 2 1. Jointly pursue an environmental assessment of the entire 164 acres to consider  
3 designating the most environmentally sensitive area as the Headwaters Preserve with a  
4 cost share Interlocal Agreement for that analysis of 43/43/14 percent (Orange  
5 County/Chapel Hill/Carrboro respectively).  
6 a. Environmental assessment of the site should include site topography, habitat for  
7 species of special concern, wetlands, stream corridors, and cultural and historic  
8 resources.  
9 b. Best practical alternative shall be evaluated to balance environmental and  
10 infrastructure needs (i.e. roadway, water, sewer, stormwater, etc.).  
11 2. Jointly pursues a Memorandum of Understanding for future decision-making process.  
12 This document will be used to ensure the parties participate in good faith in the planning  
13 process for potential development of the Greene Tract. The document will describe  
14 community outreach efforts.  
15 3. Jointly agrees to have a joint public information session that includes Orange County,  
16 Chapel Hill and Carrboro a minimum of 2 months after the Environmental Assessment  
17 has been completed by the consultant and received by the jurisdictions.  
18 4. Jointly agrees to not initiate formal further public engagement until completion of the  
19 Memorandum of Understanding document.  
20 5. Jointly agrees any potential developers of the Greene Tract may rely upon and utilize  
21 the environmental assessment contemplated herein and shall not be required to conduct  
22 or obtain a separate environmental assessment.  
23 6. Agrees to discussion of the Greene Tract at the 2020 Assembly of Governments  
24 meeting on January  
25

26 A motion was made by Commissioner McKee, seconded by Commissioner Greene for  
27 the Board to approve and authorize the Chair to sign the 2020 Greene Tract Resolution as  
28 revised contained in Attachment 2.  
29

30 **VOTE: UNANIMOUS**

31  
32 A motion was made by Commissioner Bedford, seconded by Commissioner Price to  
33 approve the Environmental Assessment Interlocal Agreement contained in Attachment 3 and  
34 authorize the County Manager and Finance Director to sign.  
35

36 **VOTE: UNANIMOUS**

37  
38 Commissioner Dorosin said he wanted to add another petition. He said he has done a  
39 lot of research on the impacts of young people aging out of foster care, and he would like to  
40 expand the County's scholarship fund at Durham Tech to specifically set aside funds for those  
41 who are aging out of the Orange County foster care system, and to partner with the Department  
42 of Social Services to do so.

43 Commissioner Price said this topic was discussed when she was on the Durham Tech  
44 board, and asked if Commissioner Dorosin is asking for funds to specifically be set aside for  
45 those aging out of the foster care system.

46 Commissioner Dorosin said yes, and this would be in addition to what the County is  
47 giving now.

48 Commissioner Bedford said she would like to provide full scholarships.

49 Commissioner Dorosin said yes, that is his intent.  
50

1 **7. Reports**  
2 **NONE**

3  
4 **8. Consent Agenda**

5  
6 • **Removal of Any Items from Consent Agenda**

- 7 - Item g by Commissioner Greene  
8 - Item k by Commissioner Price  
9

10 • **Approval of Remaining Consent Agenda**

11  
12 A motion was made by Commissioner McKee, seconded by Commissioner Marcoplos to  
13 approve the Consent Agenda.  
14

15 **VOTE: UNANIMOUS**

16  
17 • **Discussion and Approval of the Items Removed from the Consent Agenda**

18  
19 **g. Declaration of Surplus Property– Structure at 686 Erwin Road**

20  
21 The Board considered voting to declare an abandoned dilapidated structure located  
22 within Hollow Rock Nature Park as Orange County surplus, and to approve the removal of said  
23 structure by way of a live burn training conducted by New Hope Volunteer Fire Department  
24 (VFD) and authorize the Chair to sign.  
25

26 Commissioner Greene asked if any of the structure is salvageable.

27 Dave Stancil, Department of Environment, Agriculture, Parks and Recreation (DEAPR)  
28 Director said no.

29 Chair Rich asked if staff would notify the Board when the structure will be burned.  
30

31 A motion was made by Commissioner Dorosin, seconded by Commissioner Greene to  
32 declare an abandoned dilapidated structure located within Hollow Rock Nature Park as Orange  
33 County surplus, and to approve the removal of said structure by way of a live burn training  
34 conducted by New Hope Volunteer Fire Department (VFD) and authorize the Chair to sign.  
35

36 **VOTE: UNANIMOUS**

37  
38 **k. Revised Interlocal Agreement with Towns of Chapel Hill and Carrboro Related to the**  
39 **Historic Rogers Road Area Private Sewer Service Lateral Connection Installations for**  
40 **Qualified Low-to-Moderate-Income (LMI) Homeowners – Cost Share**

41  
42 The Board considered voting to approve a revised Interlocal Agreement between  
43 Orange County, the Town of Chapel Hill, and the Town of Carrboro to jointly fund the costs of  
44 private sewer service lateral connection installations for qualified Low-to-Moderate-Income  
45 (LMI) homeowners in the Historic Rogers Road sewer service area and authorize the County  
46 Manager to sign. The revision primarily relates to modifying the method of hiring licensed  
47 plumbers to install the onsite private sewer lateral connections.  
48

49 Commissioner Price asked if the bidding process could be explained.

1 Craig Benedict, Planning Director, said the County will take this on a case-by-case  
2 basis. He said when a property owner is interested, the County will analyze the property, do the  
3 design work, etc., and then go out to bid per property.  
4

5 A motion was made by Commissioner Price, seconded by Commissioner Greene to  
6 approve a revised Interlocal Agreement between Orange County, the Town of Chapel Hill, and  
7 the Town of Carrboro to jointly fund the costs of private sewer service lateral connection  
8 installations for qualified Low-to-Moderate-Income (LMI) homeowners in the Historic Rogers  
9 Road sewer service area and authorize the County Manager to sign. The revision primarily  
10 relates to modifying the method of hiring licensed plumbers to install the onsite private sewer  
11 lateral connections.  
12

13 **VOTE: UNANIMOUS**  
14

15 **a. Minutes**

16 The Board approved the minutes from December 2 and 10, 2019 as submitted by the Clerk to  
17 the Board.

18 **b. Motor Vehicle Property Tax Releases/Refunds**

19 The Board adopted a resolution, which is incorporated by reference, to release motor vehicle  
20 property tax values for eight taxpayers with a total of eight bills that will result in a reduction of  
21 revenue in accordance with NCGS.

22 **c. Property Tax Releases/Refunds**

23 The Board adopted a resolution, which is incorporated by reference, to release property tax  
24 values for fifteen taxpayers with a total of twenty-three bills that will result in a reduction of  
25 revenue in accordance with North Carolina General Statute 105-381.

26 **d. Applications for Property Tax Exemption/Exclusion**

27 The Board adopted a resolution approving twelve untimely applications for exemption/exclusion  
28 from ad valorem taxation for twelve bills for the 2019 tax year.

29 **e. Ratification of Contract Signature Authority and Approval of Budget Amendment #4-A  
30 for the Philip Nick Waters Emergency Services Building Remediation Project**

31 The Board ratified the County Manager's signature on Change Amendment 4 to the executed  
32 contract with Sasser Companies, Inc. in the amount of \$119,623.14, and approved Budget  
33 Amendment #4-A to increase the overall Philip Nick Waters Emergency Services Building  
34 Remediation project budget by adding an additional \$226,500, for a total project budget of  
35 \$3,435,959.

36 **f. Ratification of Contract Signature Authority and Approval of Budget Amendment #4-B  
37 for the Solid Waste Administration Building**

38 The Board ratified the County Manager's signature on the executed contract with Sasser  
39 Companies, Inc. in the amount of \$281,324, and budget contingency of \$28,132, and approved  
40 Budget Amendment #4-B the Solid Waste Administration Building.

41 **h. Approval to Extend the White Cross Fire Insurance District Boundary from the Cane  
42 Creek Fire Insurance District**

43 The Board approved the proposed White Cross Fire Insurance District map which has been  
44 expanded to include properties from the Cane Creek Fire District that is not currently in its rated  
45 insurance district.

46 **i. Phillip Nick Waters Emergency Services Stormwater Control Measure Access and  
47 Maintenance Easement and Agreement with Town of Hillsborough (510 Meadowlands  
48 Drive, Hillsborough)**

49 The Board approved a Stormwater Control Measure Access and Maintenance Easement and  
50 Agreement with the Town of Hillsborough for the Orange County Phillip Nick Waters

1 Emergency Services Stormwater Control Measures; and authorized the Chair to sign the  
2 necessary paperwork upon final County Attorney review.

3 **j. Orange County Sportsplex Field House Stormwater Control Measure Access and**  
4 **Maintenance Easement and Agreement with Town of Hillsborough (103 Meadowlands**  
5 **Drive, Hillsborough)**

6 The Board approved a Stormwater Control Measure Access and Maintenance Easement and  
7 Agreement with the Town of Hillsborough for the Orange County Sportsplex Field House  
8 Stormwater Control Measures; and authorized the Chair to sign the necessary paperwork upon  
9 final County Attorney review.

10 **i. Lease of 308 W. Franklin Street and Suite 101 at the Europa Center, and Approval of**  
11 **Budget Amendment #4-C**

12 The Board authorized the Manager to sign the lease for 308 W. Franklin Street and the lease  
13 for Suite 101, Europa Center, upon final review by the County Attorney, and approve Budget  
14 Amendment #4-C.

15  
16 **9. County Manager's Report**

17 Bonnie Hammersley referred to the Information items and the Commuter Rail Update,  
18 which was sent out by Commissioner Marcoplos. She said GoTriangle staff is willing to give a  
19 presentation to the Board, if the Board so chooses.

20 Bonnie Hammersley said the Board's annual retreat is on Friday, Jan. 24<sup>th</sup> at the Cedar  
21 Grove Community Center and the Assembly of Governments meeting will be Tuesday, January  
22 28<sup>th</sup> at the Whitted Building.

23  
24 **10. County Attorney's Report**

25 John Roberts said he previously informed the board that the Human Relations  
26 Commission (HRC) was working on diversity within County advisory boards, and this work will  
27 be ready for the BOCC's review soon. He said the HRC also has his draft of the anti-  
28 discrimination ordinance, which will be ready for BOCC review soon.

29 Commissioner Dorosin said he has been in contact with other elected officials on other  
30 boards about the anti-discrimination ordinance, and there may be an adoption of this ordinance  
31 at the same time, possibly during pride month in June.

32  
33 **11. \*Appointments**  
34 **NONE**

35  
36 **12. Information Items**

37 Chair Rich said the BOCC has received some calls about the Broadband initiative not  
38 moving fast enough. She said she has spoken to staff about this, and some areas have been  
39 connected, while other areas have trees that are presenting greater problems than anticipated.  
40 She said Piedmont may offer some vertical space. She said the process is still in phase one,  
41 which is slower than expected, but staff is doing all it can to keep things moving.

42 Commissioner McKee said there have been more than calls, and a community meeting  
43 may be held in Cedar Grove.

44 Commissioner Dorosin asked if more towers are needed.

45 Chair Rich said yes; the trees are blocking the signal.

46 Jim Northup, Chief Information Officer, said staff is looking at alternate sites, including  
47 some private property offered by homeowners. He said open broadband is having difficulty  
48 getting through the trees. He said there is technology that can penetrate the trees, but it is not  
49 going as expected. He said there are currently about 100 people signed up.

1 Commissioner McKee said he has received calls inquiring why the Board paid so much  
2 for this service, but is receiving so little in return thus far. He said he has told the public that full  
3 payment has not yet been made, and if the agreement is not fulfilled, then full payment will not  
4 be made.

5 Jim Northup said the company has invested money in addition to Orange County.

6 Commissioner McKee said the public is sometimes confused on how payment has been  
7 made.

8 Jim Northup said the contract is very clear, and staff is following it. He said the first  
9 customers were signed up in May 2019, and overall customer numbers are lower than the  
10 company anticipated.

11 Commissioner McKee said social media has contributed negatively to this process.

12 Jim Northup said staff is in the process of surveying the customers.

- 13
- 14 • December 10, 2019 BOCC Meeting Follow-up Actions List
  - 15 • Tax Collector's Report – Numerical Analysis
  - 16 • Tax Collector's Report – Measure of Enforced Collections
  - 17 • Tax Assessor's Report – Releases/Refunds under \$100
  - 18 • Memorandum-Richard E. Whitted Front Entry Accessibility Ramp and Steps
  - 19 • Memorandum-Broadband Initiative Pilot Project Update with Attached Service Area Map
  - 20 • December 18, 2019 Greene Tract Facilitated Meeting Notes
  - 21 • Memorandum-Greater Triangle Commuter Rail (GTCR) Update

22

### 23 **13. Closed Session**

24

25 A motion was made by Commissioner Greene, seconded by Commissioner Marcoplos  
26 to go into closed session at 9:37 p.m. for the purpose below:

27

28 "Pursuant to G.S. § 143-318.11(a)(3) "to consult with an attorney retained by the Board in order  
29 to preserve the attorney-client privilege between the attorney and the Board."

30

31 **VOTE: UNANIMOUS**

32

### 33 **RECONVENE INTO REGULAR SESSION**

34

35 A motion was made by Commissioner Dorosin, seconded by Commissioner McKee to  
36 reconvene into regular session at 10:05 p.m.

37

### 38 **Adjournment**

39

40 A motion was made by Commissioner Dorosin, seconded by Commissioner McKee to  
41 adjourn the meeting at 10:05 p.m.

42

43 **VOTE: UNANIMOUS**

44

45

46 Penny Rich, Chair

47

48 Donna Baker  
49 Clerk to the Board

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 4, 2020

**Action Agenda  
Item No. 8-b**

**SUBJECT:** Motor Vehicle Property Tax Releases/Refunds

---

**DEPARTMENT:** Tax Administration

---

**ATTACHMENT(S):**

Resolution  
Releases/Refunds Data Spreadsheet  
Reason for Adjustment Summary

**INFORMATION CONTACT:**

Nancy T. Freeman, Tax Administrator,  
(919) 245-2735

---

**PURPOSE:** To consider adoption of a resolution to release motor vehicle property tax values for two taxpayers with a total of two bills that will result in a reduction of revenue.

**BACKGROUND:** North Carolina General Statute (NCGS) 105-381(a)(1) allows a taxpayer to assert a valid defense to the enforcement of the collection of a tax assessed upon his/her property under three sets of circumstances:

- (a) "a tax imposed through clerical error", for example when there is an actual error in mathematical calculation;
- (b) "an illegal tax", such as when the vehicle should have been billed in another county, an incorrect name was used, or an incorrect rate code (the wrong combination of applicable county, municipal, fire district, etc. tax rates) was used;
- (c) "a tax levied for an illegal purpose", which would involve charging a tax which was later deemed to be impermissible under state law.

NCGS 105-381(b), "Action of Governing Body" provides that "Upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such a request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct liability or notify the taxpayer in writing that no release or refund will be made".

For classified motor vehicles, NCGS 105-330.2(b) allows for a full or partial refund when a tax has been paid and a pending appeal for valuation reduction due to excessive mileage, vehicle damage, etc. is decided in the owner's favor.

**FINANCIAL IMPACT:** Approval of these release/refund requests will result in a net reduction of \$511.72 to Orange County, the towns, and school and fire districts. Financial impact year to date for FY 2019-2020 is \$14,651.58.

**SOCIAL JUSTICE IMPACT:** There is no Orange County Social Justice Goal impact associated with this item.

**ENVIRONMENTAL IMPACT:** There is no Orange County Environmental Responsibility Goal impact associated with this item.

**RECOMMENDATION(S):** The Manager recommends that the Board:

- Accept the report reflecting the motor vehicle property tax releases/refunds requested in accordance with the NCGS; and
- Approve the attached release/refund resolution.

NORTH CAROLINA

RES-2020-006

ORANGE COUNTY

**REFUND/RELEASE RESOLUTION (Approval)**

**Whereas**, North Carolina General Statutes 105-381 and/or 330.2(b) allows for the refund and/or release of taxes when the Board of County Commissioners determines that a taxpayer applying for the release/refund has a valid defense to the tax imposed; and

**Whereas**, the properties listed in each of the attached "Request for Property Tax Refund/Release" has been taxed and the tax has not been collected: and

**Whereas**, as to each of the properties listed in the Request for Property Tax Refund/Release, the taxpayer has timely applied in writing for a refund or release of the tax imposed and has presented a valid defense to the tax imposed as indicated on the Request for Property Tax Refund/Release.

**NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY THAT** the recommended property tax refund(s) and release(s) are approved.

Upon motion duly made and seconded, the foregoing resolution was passed by the following votes:

Ayes: Commissioners \_\_\_\_\_

\_\_\_\_\_

Noes: \_\_\_\_\_

I, Donna Baker, Clerk to the Board of Commissioners for the County of Orange, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the Board of Commissioners for said County at a business meeting of said Board held on \_\_\_\_\_, said record having been made in the Minute Book of the minutes of said Board, and is a true copy of so much of said proceedings of said Board as relates in any way to the passage of the resolution described in said proceedings.

WITNESS my hand and the corporate seal of said County, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk to the Board of Commissioners

**BOCC REPORT - REGISTERED MOTOR VEHICLES  
FEBRUARY 4, 2020**

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL EXPLANATION
Harris, Mark Kemper	51329380	2019	19,080	19,080	(167.42)	*Situs error (illegal tax)	
Sparrow, Kimberly	51094155	2019	18,830	0	(344.30)	County changed to Chatham (illegal tax)	
					<b>(511.72)</b>	<b>TOTAL</b>	

<b>Adjustment Descriptions</b>
<i>Clerical error G.S. 105-381(a)(1)(a): e.g. when there is an actual error in mathematical calculation.</i>
<i>Illegal tax G.S. 105-381(a)(1)(b): e.g. when the vehicle should have been billed in another county, an incorrect name was used, or an incorrect rate code was used.</i>
<i>Tax levied for an illegal purpose G.S. 105-381(a)(1)(c): e.g. charging a tax that was later deemed to be impermissible under State law.</i>
<i>Appraisal appeal G.S. 105-330.2(b): e.g. reduction in value due to excessive mileage or vehicle damage.</i>
<i>*Situs error: An incorrect rate code was used to calculate bill. Value remains constant but bill amount changes due to the change in specific tax rates applied to that physical</i>
<i>Classification GS 105-330-9(b): e.g. Antique automobiles are designated a special class of property under the NC Constitution.</i>
The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.
Approval of the release or refund of the principal tax amount also constitutes approval of the release or
refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.

**Military Leave and Earning Statement (LES):** Is a document given on a monthly basis to members of the United States military which reports their pay, home of record and service status. The LES is required when applying for exemption from Motor Vehicle Property Taxes. Active duty, non-resident military personnel may be exempt from North Carolina motor vehicle property tax as allowed by United States Code, Title 50, Service members' Civil Relief Act of 1940. (Amended in 2009 by The Military Spouse's Residency Relief Act)

**Titles and Brands: Section 1, Chapter 7**  
NCDMV Title Manual 14<sup>th</sup> Edition Revised January 2016

**Title:** Document that records the ownership of vehicles and the liens against them.

**Custom-Built:** A vehicle that is completely reconstructed or assembled from new or used parts. Will be branded "Specially Constructed Vehicle"

**Flood Vehicles:** A motor vehicle that has been submerged or practically submerged in water to the extent that damage to the body, engine, transmission or differential has occurred.

**Reconstructed Vehicles:** A motor vehicle required to be registered that has been materially altered from original construction due to the removal addition or substitution of essential parts.

**Salvaged Motor Vehicles:** Is a vehicle that has been damaged by collision or other occurrence to the extent that the cost of repairs exceeds 75% of fair market value, whether or not the motor vehicle has been declared a total loss by an insurer. Repairs shall include the cost of parts and labor, or a vehicle for which an insurance company has paid a claim that exceeds 75% of the Fair Market Value. If the salvaged vehicle is six model years old or newer, an Anti-Theft Inspection by the License and Theft Bureau is required.

**Salvage Rebuilt Vehicle:** A salvaged vehicle that has been rebuilt for title and registration.

**Junk Vehicle:** A motor vehicle which is incapable of operation or use upon the highways and has no resale value except as scrap or parts. The vehicle shall not be titled.

**Antique Vehicle:** A motor vehicle manufactured in 1980 and prior

**Commercial Trucking (IRP):** The International Registration Plan is a registration reciprocity agreement among jurisdictions in the US and Canada which provides for payment of license fee on the basis of fleet miles operated in various jurisdictions.

**Total Loss:** Repairs were more than the market value of the vehicle and the insurance company is unwilling to pay for the repairs.

**Total Loss/Rebuilt:** Whatever the repairs were to make the vehicle road worthy after a Total Loss status has been given. Vehicle must be 5 years old or older. Vehicle status then remains as salvaged or rebuilt.

**Certificate of Destruction:** NC DMV will not register this type of vehicle. It is not fit for North Carolina roads.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 4, 2020

**Action Agenda  
Item No. 8-c**

**SUBJECT:** Property Tax Releases/Refunds

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**DEPARTMENT:** Tax Administration

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**ATTACHMENT(S):**

Resolution  
Releases/Refunds Data Spreadsheet

**INFORMATION CONTACT:**

Nancy T. Freeman, Tax Administrator,  
(919) 245-2735

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**PURPOSE:** To consider adoption of a resolution to release property tax values for four taxpayers with a total of four bills that will result in a reduction of revenue.

**BACKGROUND:** The Tax Administration Office has received four taxpayer requests for release or refund of property taxes. North Carolina General Statute 105-381(b), "Action of Governing Body" provides that "upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the Taxing Unit shall within 90 days after receipt of such a request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct liability or notify the taxpayer in writing that no release or refund will be made". North Carolina law allows the Board to approve property tax refunds for the current and four previous fiscal years.

**FINANCIAL IMPACT:** Approval of this change will result in a net reduction in revenue of \$140,890.81 to the County, municipalities, and special districts. The Tax Assessor recognized that refunds could impact the budget and accounted for these in the annual budget projections.

**SOCIAL JUSTICE IMPACT:** There is no Orange County Social Justice Goal impact associated with this item.

**ENVIRONMENTAL IMPACT:** There is no Orange County Environmental Responsibility Goal impact associated with this item.

**RECOMMENDATION(S):** The Manager recommends that the Board approve the attached resolution approving these property tax release/refund requests in accordance with North Carolina General Statute 105-381.

NORTH CAROLINA

RES-2020-007

ORANGE COUNTY

**REFUND/RELEASE RESOLUTION (Approval)**

**Whereas**, North Carolina General Statutes 105-381 and/or 330.2(b) allows for the refund and/or release of taxes when the Board of County Commissioners determines that a taxpayer applying for the release/refund has a valid defense to the tax imposed; and

**Whereas**, the properties listed in each of the attached "Request for Property Tax Refund/Release" has been taxed and the tax has not been collected: and

**Whereas**, as to each of the properties listed in the Request for Property Tax Refund/Release, the taxpayer has timely applied in writing for a refund or release of the tax imposed and has presented a valid defense to the tax imposed as indicated on the Request for Property Tax Refund/Release.

**NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY THAT** the recommended property tax refund(s) and release(s) are approved.

Upon motion duly made and seconded, the foregoing resolution was passed by the following votes:

Ayes: Commissioners \_\_\_\_\_

\_\_\_\_\_

Noes: \_\_\_\_\_

I, Donna Baker, Clerk to the Board of Commissioners for the County of Orange, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the Board of Commissioners for said County at a business meeting of said Board held on \_\_\_\_\_, said record having been made in the Minute Book of the minutes of said Board, and is a true copy of so much of said proceedings of said Board as relates in any way to the passage of the resolution described in said proceedings.

WITNESS my hand and the corporate seal of said County, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk to the Board of Commissioners

Clerical error G.S. 105-381(a)(1)(a)  
 Illegal tax G.S. 105-381(a)(1)(b)  
 Appraisal appeal G.S. 105-330.2(b)

**BOCC REPORT - REAL/PERSONAL  
 FEBRUARY 4, 2020**

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL INFORMATION	CLERK	DATE
Biechele, Kim Andrew	3183024	2019	3,670	-	(138.18)	Assessed in error (illegal tax)	Gap bill: vehicle registered in Nebraska during gap period	JPB	1/14/2020
Harris, Christina Gail	1076705	2019	6,130	6,130	(193.46)	Assessed in error (illegal tax)	Gap bill: vehicle registered in Mississippi during portion of gap period	KLW	1/6/2020
Highway 57 LLC	1061968	2019	9,429,300	-	(140,298.55)	Assessed in error (clerical error)	Property ownership transferred in error leading to exempt status being removed in error for correct owner Hillsborough Charter LLC	KLW	1/6/2020
Kim, Yeo Jin	3182973	2019	5,700	-	(260.62)	Assessed in error (illegal tax)	Gap bill: vehicle registered in California during gap period	JPB	1/10/2020
				<b>Total</b>	<b>(140,890.81)</b>				
Gap Bill: A property tax bill that covers the months between the expiration of a vehicle's registration and the renewal of that registration or the issuance of a new registration.									
The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.									
Approval of the release or refund of the principal tax amount also constitutes approval of the release or refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.									

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 4, 2020

**Action Agenda  
Item No. 8-d**

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**SUBJECT:** Application for Property Tax Exemption/Exclusion

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**DEPARTMENT:** Tax Administration

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**ATTACHMENT(S):**

Exempt Status Resolution Spreadsheet  
Request for Exemption/Exclusion

**INFORMATION CONTACT:**

Nancy T. Freeman, Tax Administrator,  
(919) 245-2735

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**PURPOSE:** To consider one untimely application for exemption/exclusion from ad valorem taxation for one bills for the 2019 tax year.

**BACKGROUND:** North Carolina General Statutes (NCGS) typically require applications for exemption to be filed during the listing period, which is usually during the month of January. Applications for Elderly/Disabled Exclusion, Circuit Breaker Tax Deferment and Disabled Veteran Exclusion should be filed by June 1<sup>st</sup> of the tax year for which the benefit is requested. NCGS 105-282.1(a1) does allow some discretion. Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the Department of Revenue, the Board of Equalization and Review, the Board of County Commissioners, or the governing body of a municipality, as appropriate. An untimely application for exemption or exclusion approved under this provision applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed.

The applicant is applying for homestead exclusion based on NCGS 105-277.1, which allows exclusion of the greater of \$25,000 or 50% of the appraised value of the residence.

Including this one application, the Board will have considered a total of eighty-two untimely applications for exemption of 2019 taxes since the 2019 Board of Equalization and Review adjourned on June 27, 2019. Taxpayers could submit an untimely application for exemption of 2019 taxes to the Board of Commissioners through December 31, 2019.

Based on the information supplied in the application and based on the above-referenced General Statutes, the application may be approved by the Board of County Commissioners. NCGS 105-282.1(a1) permits approval of such application if good cause is demonstrated by the taxpayer.

**FINANCIAL IMPACT:** The reduction in the County's tax base associated with approval of the exemption application will result in a reduction of FY 2019/2020 taxes due to the County, municipalities, and special districts in the amount of \$438.18.

**SOCIAL JUSTICE IMPACT:** There is no Orange County Social Justice Goal impact associated with this item.

**ENVIRONMENTAL IMPACT:** There is no Orange County Environmental Responsibility Goal impact associated with this item.

**RECOMMENDATION(S):** The Manager recommends that the Board approve the attached resolution for the above-listed application for FY 2019/2020 exemption.

**NORTH CAROLINA**

**RES-2020-008**

**ORANGE COUNTY**

**EXEMPTION/EXCLUSION RESOLUTION**

**Whereas**, North Carolina General Statutes 105-282.1 empowers the Board of County Commissioners to approve applications for exemption after the close of the listing period, and

**Whereas**, good cause has been shown as evidenced by the information packet provided, and

**Whereas**, the Tax Administrator has determined that the applicants could have been approved for 2019 had applications been timely.

**NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COUNTY**

**COMMISSIONERS OF ORANGE COUNTY THAT** the properties applying for exemption for 2019 are so approved as exempt.

Upon motion duly made and seconded, the foregoing resolution was passed by the following votes:

Ayes: Commissioners \_\_\_\_\_

\_\_\_\_\_

Noes: \_\_\_\_\_

I, Donna Baker, Clerk to the Board of Commissioners for the County of Orange, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the Board of Commissioners for said County at a business meeting of said Board held on \_\_\_\_\_ said record having been made in the Minute Book of the minutes of said Board, and is a true copy of so much of said proceedings of said Board as relates in any way to the passage of the resolution described in said proceedings.

WITNESS my hand and the corporate seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk to the Board of Commissioners

Late exemption/exclusion application - GS 105-282.1(a1)

**BOCC REPORT - REAL/PERSONAL  
LATE EXEMPTION/ EXCLUSION  
FEBRUARY 4, 2020**

NAME	ACCOUNT NUMBER	BILL YEAR	ORIGINAL VALUE	TAXABLE VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT
Bins, Elsie	295548	2019	58,900	29,450	(438.18)	Late application for exemption G.S.105-277.1 (homestead exemption)
					(438.18)	Total

\*Circuit Breaker does not result in a reduction in value. The exemption received is based on the income of the taxpayer.

The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.  
Approval of the release or refund of the principal tax amount also constitutes approval of the release or refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.

January 2, 2020 thru January 14, 2020



FILED  
DEC 23 2019  
ORANGE COUNTY  
TAX ADMINISTRATION

**Request for Approval of  
Property Tax Exemption, Exclusion or Deferral  
Due to Showing of Good Cause for Failure to Make a Timely Application**

Date: 12/18/19

To Whom It May Concern:

I, (PRINT NAME) ELSIE M. BINS,  
wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2019  
on Tax Abstract or Parcel Identification Number(s) (PIN) #  
9865628153.

In accordance with North Carolina General Statute 105-282.1(a1), I submit the reason(s) set forth below for consideration as demonstration of good cause for failure to make a timely application. An untimely application approved under G.S. 105-282.1 (a1) applies only to the property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. If additional space for explanation is needed, please submit an attachment with this request.

Please explain:  
WE WERE UNAWARE ON PROGRAM AND JUST LEARNED  
OF IT.

How did you find out about the program(s)? FAMILY MEMBER

Thank you,  
ELSIE M. BINS - [Signature] - POA 12/18/19  
(Signature)

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 4, 2020

**Action Agenda  
Item No. 8-e**

**SUBJECT:** Advertisement of Tax Liens on Real Property

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**DEPARTMENT:** Tax Administration

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**ATTACHMENT(S):**

- 1) Order of the Board of County Commissioners in Accordance with G.S. 105-369
- 2) Advertisement Headers
- 3) Contents of the Advertisement: On File in the Clerk to the Board of Commissioner's Office

**INFORMATION CONTACT:**

Nancy T. Freeman, Tax Administrator,  
(919) 245-2735

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**PURPOSE:** To report the amount of unpaid taxes for the current year that are liens on real property as required by North Carolina General Statute (NCGS) 105-369 and to request March 18, 2020 as the date set by the Board for the tax lien advertisement.

**BACKGROUND:** North Carolina General Statute 105-369 requires the Tax Collector to report to the governing board the total amount of unpaid taxes for the current year that are liens on real property. This report is available in the Clerk to the Board of County Commissioners' office. Upon receipt of this report, the governing board must order and set a date for the lien advertisement. Tax liens may be advertised any time between March 1 and June 30. All properties that were sold during the year of 2019 will be advertised in the new owners' names.

The process includes that a notice alerting property owners to the pending advertisement must be mailed at least 30 days in advance of the date of advertisement. This mailed notice will state that the last day to pay 2019 taxes in order to avoid being advertised is February 28, 2020. Between the mailed notice and the advertised notice, property owners are advised that collection efforts are underway. North Carolina General Statute 105-369 mandates both these notices.

In addition, the Tax Collector will post the list of advertised delinquent property owners, using the same information and a similar format, on the Tax Office website. There will be a link on the Tax Office home page to view the list of advertised delinquent property owners: <http://www.orangecountync.gov/728/Tax-Administration>. The list will be posted on March 18, 2020 and remain posted for 30 days.

North Carolina General Statute 105-369 (d) requires the Tax Collector to determine the actual cost of the advertisement and to set a fee to cover the actual costs. The cost for advertisement will be \$5.75 per parcel to cover the costs to advertise all tax liens in *The News of Orange* and *The Herald Sun*.

**FINANCIAL IMPACT:** There will be no net financial impact to the County.

**SOCIAL JUSTICE IMPACT:** There is no Orange County Social Justice Goal impact associated with this item.

**ENVIRONMENTAL IMPACT:** There is no Orange County Environmental Responsibility Goal impact associated with this item.

**RECOMMENDATION(S):** The Manager recommends that the Board accept the report and approve and authorize the Chair to sign the Order setting the lien sale advertisement date for March 18, 2020.

## Attachment 1

**ORDER OF THE BOARD OF COUNTY COMMISSIONERS  
IN ACCORDANCE WITH G.S. 105-369**

State of North Carolina  
County of Orange

To: Nancy T. Freeman, Tax Collector of Orange County

You are hereby authorized, empowered, and commanded to advertise tax liens on real property for failure to pay 2019 taxes. You shall advertise said liens by posting a notice of the liens at the county courthouse and by publishing each lien at least one time in one or more newspapers having general circulation in the taxing unit. **Advertisement of the tax liens shall be made on Wednesday, March 18, 2020.**

This order shall be a full and sufficient authority to direct, require, and enable you to advertise said tax liens in accordance with North Carolina General Statute 105-369.

Witness my hand and official seal, this

---

Penny Rich

Chair, Board of County Commissioners

Attest:

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Donna Baker

Clerk to the Board of County Commissioners

(Advertisement to appear in *The News of Orange*)

**NOTICE OF ADVERTISEMENT OF TAX LIENS ON REAL PROPERTY  
ORANGE COUNTY AND  
TOWNS OF CARRBORO, CHAPEL HILL, HILLSBOROUGH AND MEBANE**

Under and by virtue of the authority vested in me by Section 105-369 of the North Carolina General Statutes and pursuant to an order of the Board of Commissioners of Orange County dated **February 4, 2020**, I am hereby advertising tax liens for the year 2019 upon the real estate described below. The amount advertised will be increased by interest and cost. The omission of interest and cost from the amount advertised will not constitute a waiver of the taxing unit's claim for these items. The real estate subject to the lien, the name of the taxpayer (owner as of January 7, 2020), and the amount of taxes due are set out below. If the taxes remain unpaid the lien will be foreclosed by the taxing unit and the property sold to satisfy the claim for the taxes. These collection procedures do not apply to taxpayers under a current US Bankruptcy plan. When a parcel was subdivided after January 1, 2019 and the ownership of one or more of the resulting parcels was transferred, the amount of the tax lien on each parcel is the amount of the lien on the original parcel as it existed on January 1, 2019, as shown in this advertisement. **This list includes all properties in Orange County.**

This, the 18<sup>th</sup> day of March, 2020.

Nancy T. Freeman  
Orange County Consolidated  
City-County Tax Collector

(Advertisement to appear in *The Herald Sun*)

**NOTICE OF ADVERTISEMENT OF TAX LIENS ON REAL PROPERTY  
ORANGE COUNTY AND  
TOWNS OF CARRBORO, CHAPEL HILL, HILLSBOROUGH AND MEBANE**

Under and by virtue of the authority vested in me by Section 105-369 of the North Carolina General Statutes and pursuant to an order of the Board of Commissioners of Orange County dated **February 4, 2020**, I am hereby advertising tax liens for the year 2019 upon the real estate described below. The amount advertised will be increased by interest and cost. The omission of interest and cost from the amount advertised will not constitute a waiver of the taxing unit's claim for these items. The real estate subject to the lien, the name of the taxpayer (owner as of January 7, 2020), and the amount of taxes due are set out below. If the taxes remain unpaid the lien will be foreclosed by the taxing unit and the property sold to satisfy the claim for the taxes. These collection procedures do not apply to taxpayers under a current US Bankruptcy plan. When a parcel was subdivided after January 1, 2019 and the ownership of one or more of the resulting parcels was transferred, the amount of the tax lien on each parcel is the amount of the lien on the original parcel as it existed on January 1, 2019, as shown in this advertisement. **This list includes all properties in Orange County.**

This, the 18<sup>th</sup> day of March 2020.

Nancy T. Freeman  
Orange County Consolidated  
City-County Tax Collector

ORD-2020-004

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 4, 2020

**Action Agenda  
Item No. 8-f**

**SUBJECT:** Fiscal Year 2019-20 Budget Amendment #5

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**DEPARTMENT:** Finance and Administrative Services

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**ATTACHMENT(S):**

- Attachment 1. Budget As Amended Spreadsheet
- Attachment 2. Year-to-Date Budget Summary
- Attachment 3. List of Re-Purposed CHCCS Capital Projects

**INFORMATION CONTACT:**

Paul Laughton, (919) 245-2152  
Gary Donaldson, (919) 245-2453

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**PURPOSE:** To approve budget, grant and school capital project ordinance amendments for fiscal year 2019-20.

**BACKGROUND:**

**Department on Aging**

1. The Department on Aging has received the following revenue to its FY 2019-20 budget:
  - **Health Care Promotions** – Aging has received \$6,217 of Title III D funding from Triangle J Area Agency on Aging to provide evidence based classes and programs.
  - **Fit Feet** – Aging is anticipating receiving an additional \$10,000 more in revenue from Fit Feet clients through FY2019-20 to pay for program supplies and contract nurses. This budget amendment provides for the receipt of these additional funds and amends the current Senior Citizen Health Promotion Grant Project Ordinance as follows:

**Senior Citizen Health Promotion Wellness Grant (\$10,000) - Project # 294303**

Revenues for this project:

	Current FY 2019-20	FY 2019-20 Amendment	FY 2019-20 Revised
Senior Citizen Wellness Funds	\$141,464	\$10,000	\$151,464
<b>Total Project Funding</b>	<b>\$141,464</b>	<b>\$10,000</b>	<b>\$151,464</b>

Appropriated for this project:

	Current FY 2019-20	FY 2019-20 Amendment	FY 2019-20 Revised
Senior Citizen Wellness	\$141,464	\$10,000	\$151,464
<b>Total Costs</b>	<b>\$141,464</b>	<b>\$10,000</b>	<b>\$151,464</b>

This budget amendment provides for the receipt of these additional funds. (See *Attachment 1, column 1*)

**SOCIAL JUSTICE IMPACT:** The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: CREATE A SAFE COMMUNITY**  
The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence

### **Sheriff's Office**

2. The Orange County Sheriff's Office has received private designated donations totaling \$29,000 for the purchase of AED Defibrillators to be used in deputy patrol vehicles. This budget amendment provides for the receipt of these donations for the above mentioned purpose. (See *Attachment 1, column 2*)

**SOCIAL JUSTICE IMPACT:** The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: CREATE A SAFE COMMUNITY**  
The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence

### **Animal Services**

3. Orange County Animal Services has received \$5,789 in Community Giving donations for use toward emergency medical care for rescued animals. This budget amendment provides for the receipt of these donations and authorizes the department to spend these donations consistent with the donors' intent. (See *Attachment 1, column 3*)

**SOCIAL JUSTICE IMPACT:** There are no Orange County Social Justice Goals associated with this item.

### **Chapel Hill-Carrboro City Schools Capital Projects**

4. The Chapel Hill-Carrboro City Schools (CHCCS) Board of Education has requested the repurposing of available funds of \$641,937 from older school capital projects that have ended to fund critical priority capital needs for two (2) projects within the district (See *Attachment 3*). This budget amendment provides for the repurposing of available funds, closes out prior year funding in those projects, and amends the School Capital Project Ordinances for each of the projects as listed in *Attachment 3*.

**SOCIAL JUSTICE IMPACT:** There are no Orange County Social Justice Goals associated with this item.

**ENVIRONMENTAL IMPACT:** There are no Orange County Environmental Responsibility Goal impacts associated with these Budget Amendment items.

**FINANCIAL IMPACT:** Financial impacts are included in the background information above. This budget amendment provides for the receipt of these additional funds in FY 2019-20 and

increases the General Fund by \$41,006; increases the Grant Projects Fund by \$10,000, and provides for the re-purposing and closing out of prior year capital funding for specific Chapel Hill-Carrboro City Schools projects within the School Capital Fund.

**RECOMMENDATION(S):** The Manager recommends the Board approve budget, grant and school capital project ordinance amendments for fiscal year 2019-20.

Attachment 1. Orange County Proposed 2019-20 Budget Amendment  
 The 2019-20 Orange County Budget Ordinance is amended as follows:

Original Budget	Encumbrance Carry Forwards	Budget as Amended	Budget as Amended Through BOA #4	Solid Waste Enterprise Fund - Alternative Financing for remediation work at the Solid Waste Administration Building	Budget as Amended Through BOA #4-B	Visitors Bureau Fund and Department of Social Services - Lease and Renovations at 308 W. Franklin Street and Suite 101, Europa Center	Budget as Amended Through BOA #4-C	1. Department on Aging - receipt of additional Health Care Promotions funds of \$3,000, and additional Ft Feet program funds of \$10,000	2. Sheriff's Office - receipt of private designated donations totaling \$29,000 for the purchase of AED Defibrillators	3. Animal Services - receipt of Community Giving donations of \$5,789 for use toward emergency medical care for rescued animals	Budget as Amended Through BOA #5
<b>General Fund Revenue</b>											
Property Taxes	\$ 165,153,931	\$ -	\$ 165,153,931	\$ 165,153,931	\$ -	\$ 165,153,931	\$ -	\$ 165,153,931	\$ -	\$ -	\$ 165,153,931
Sales Taxes	\$ 25,372,861	\$ -	\$ 25,372,861	\$ 25,372,861	\$ -	\$ 25,372,861	\$ -	\$ 25,372,861	\$ -	\$ -	\$ 25,372,861
License and Permits	\$ 313,260	\$ -	\$ 313,260	\$ 313,260	\$ -	\$ 313,260	\$ -	\$ 313,260	\$ -	\$ -	\$ 313,260
Intergovernmental	\$ 18,278,612	\$ -	\$ 18,278,612	\$ 18,837,987	\$ -	\$ 18,837,987	\$ -	\$ 18,837,987	\$ 6,217	\$ -	\$ 18,844,204
Charges for Service	\$ 12,704,833	\$ -	\$ 12,704,833	\$ 12,763,286	\$ -	\$ 12,763,286	\$ -	\$ 12,763,286	\$ -	\$ -	\$ 12,763,286
Investment Earnings	\$ 415,000	\$ -	\$ 415,000	\$ 415,000	\$ -	\$ 415,000	\$ -	\$ 415,000	\$ -	\$ -	\$ 415,000
Miscellaneous	\$ 3,040,769	\$ -	\$ 3,040,769	\$ 3,252,663	\$ -	\$ 3,252,663	\$ -	\$ 3,252,663	\$ 29,000	\$ 5,789	\$ 3,287,452
Transfers from Other Funds	\$ 4,034,600	\$ -	\$ 4,034,600	\$ 4,034,600	\$ -	\$ 4,034,600	\$ -	\$ 4,034,600	\$ -	\$ -	\$ 4,034,600
Alternative Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,953	\$ -	\$ 254,953	\$ -	\$ -	\$ 254,953
Fund Balance	\$ 7,808,006	\$ -	\$ 7,808,006	\$ 7,709,977	\$ -	\$ 7,709,977	\$ 74,305	\$ 7,784,282	\$ -	\$ -	\$ 7,784,282
<b>Total General Fund Revenues</b>	<b>\$ 237,121,872</b>	<b>\$ -</b>	<b>\$ 237,121,872</b>	<b>\$ 237,853,565</b>	<b>\$ -</b>	<b>\$ 237,853,565</b>	<b>\$ 329,258</b>	<b>\$ 238,182,823</b>	<b>\$ 6,217</b>	<b>\$ 29,000</b>	<b>\$ 238,223,829</b>

<b>Expenditures</b>											
Community Relations - Public Affairs	\$ 288,826	\$ -	\$ 288,826	\$ 295,483	\$ -	\$ 295,483	\$ -	\$ 295,483	\$ -	\$ -	\$ 295,483
Finance and Administrative Services	\$ 1,534,718	\$ -	\$ 1,534,718	\$ 1,556,714	\$ -	\$ 1,556,714	\$ -	\$ 1,556,714	\$ -	\$ -	\$ 1,556,714
Asset Management Services	\$ 4,821,645	\$ -	\$ 4,821,645	\$ 4,985,025	\$ -	\$ 4,985,025	\$ 263,406	\$ 5,248,431	\$ -	\$ -	\$ 5,248,431
Human Resources	\$ 1,002,957	\$ -	\$ 1,002,957	\$ 1,019,134	\$ -	\$ 1,019,134	\$ -	\$ 1,019,134	\$ -	\$ -	\$ 1,019,134
Information Technologies	\$ 4,076,614	\$ -	\$ 4,076,614	\$ 4,106,397	\$ -	\$ 4,106,397	\$ -	\$ 4,106,397	\$ -	\$ -	\$ 4,106,397
Non-Departmental	\$ 740,602	\$ -	\$ 740,602	\$ (435,103)	\$ -	\$ (435,103)	\$ -	\$ (435,103)	\$ -	\$ -	\$ (435,103)
<b>Support Services</b>	<b>\$ 12,465,362</b>	<b>\$ -</b>	<b>\$ 12,465,362</b>	<b>\$ 11,527,650</b>	<b>\$ -</b>	<b>\$ 11,527,650</b>	<b>\$ 263,406</b>	<b>\$ 11,791,056</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,791,056</b>
<b>General Government</b>	<b>\$ 23,540,653</b>	<b>\$ -</b>	<b>\$ 23,540,653</b>	<b>\$ 23,710,313</b>	<b>\$ -</b>	<b>\$ 23,710,313</b>	<b>\$ -</b>	<b>\$ 23,710,313</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,710,313</b>
Animal Services	\$ 2,248,103	\$ -	\$ 2,248,103	\$ 2,291,245	\$ -	\$ 2,291,245	\$ -	\$ 2,291,245	\$ -	\$ 5,789	\$ 2,297,034
Transportation Services	\$ 3,385,810	\$ -	\$ 3,385,810	\$ 3,419,080	\$ -	\$ 3,419,080	\$ -	\$ 3,419,080	\$ -	\$ -	\$ 3,419,080
Cooperative Extension	\$ 400,402	\$ -	\$ 400,402	\$ 400,402	\$ -	\$ 400,402	\$ -	\$ 400,402	\$ -	\$ -	\$ 400,402
Economic Development	\$ 531,085	\$ -	\$ 531,085	\$ 539,063	\$ -	\$ 539,063	\$ -	\$ 539,063	\$ -	\$ -	\$ 539,063
DEAPR	\$ 4,043,083	\$ -	\$ 4,043,083	\$ 4,149,817	\$ -	\$ 4,149,817	\$ -	\$ 4,149,817	\$ -	\$ -	\$ 4,149,817
Planning and Inspections	\$ 3,215,117	\$ -	\$ 3,215,117	\$ 3,286,943	\$ -	\$ 3,286,943	\$ -	\$ 3,286,943	\$ -	\$ -	\$ 3,286,943
Non-Departmental	\$ 597,490	\$ -	\$ 597,490	\$ 597,490	\$ -	\$ 597,490	\$ -	\$ 597,490	\$ -	\$ -	\$ 597,490
<b>Community Services</b>	<b>\$ 14,421,090</b>	<b>\$ -</b>	<b>\$ 14,421,090</b>	<b>\$ 14,684,040</b>	<b>\$ -</b>	<b>\$ 14,684,040</b>	<b>\$ -</b>	<b>\$ 14,684,040</b>	<b>\$ -</b>	<b>\$ 5,789</b>	<b>\$ 14,689,829</b>
Department of Social Services	\$ 20,319,204	\$ -	\$ 20,319,204	\$ 20,826,888	\$ -	\$ 20,826,888	\$ 65,852	\$ 20,892,740	\$ -	\$ -	\$ 20,892,740
Health	\$ 10,608,199	\$ -	\$ 10,608,199	\$ 10,803,958	\$ -	\$ 10,803,958	\$ -	\$ 10,803,958	\$ -	\$ -	\$ 10,803,958
Cardinal Innovations MOE	\$ 1,050,187	\$ -	\$ 1,050,187	\$ 996,450	\$ -	\$ 996,450	\$ -	\$ 996,450	\$ -	\$ -	\$ 996,450
Department on Aging	\$ 2,304,196	\$ -	\$ 2,304,196	\$ 2,515,230	\$ -	\$ 2,515,230	\$ -	\$ 2,515,230	\$ 6,217	\$ -	\$ 2,521,447
Child Support Services	\$ 1,118,127	\$ -	\$ 1,118,127	\$ 1,134,027	\$ -	\$ 1,134,027	\$ -	\$ 1,134,027	\$ -	\$ -	\$ 1,134,027
Human Rights and Relations	\$ 344,031	\$ -	\$ 344,031	\$ 348,946	\$ -	\$ 348,946	\$ -	\$ 348,946	\$ -	\$ -	\$ 348,946
Housing and CD	\$ 333,995	\$ -	\$ 333,995	\$ 336,504	\$ -	\$ 336,504	\$ -	\$ 336,504	\$ -	\$ -	\$ 336,504
Library Services	\$ 2,443,358	\$ -	\$ 2,443,358	\$ 2,488,373	\$ -	\$ 2,488,373	\$ -	\$ 2,488,373	\$ -	\$ -	\$ 2,488,373
Non-Departmental	\$ 2,301,629	\$ -	\$ 2,301,629	\$ 2,165,576	\$ -	\$ 2,165,576	\$ -	\$ 2,165,576	\$ -	\$ -	\$ 2,165,576
<b>Human Services</b>	<b>\$ 40,822,906</b>	<b>\$ -</b>	<b>\$ 40,822,906</b>	<b>\$ 41,615,952</b>	<b>\$ -</b>	<b>\$ 41,615,952</b>	<b>\$ 65,852</b>	<b>\$ 41,681,804</b>	<b>\$ 6,217</b>	<b>\$ -</b>	<b>\$ 41,688,021</b>
Courts	\$ 68,500	\$ -	\$ 68,500	\$ 68,500	\$ -	\$ 68,500	\$ -	\$ 68,500	\$ -	\$ -	\$ 68,500
Criminal Justice Resource Department	\$ 700,654	\$ -	\$ 700,654	\$ 706,338	\$ -	\$ 706,338	\$ -	\$ 706,338	\$ -	\$ -	\$ 706,338
Sheriff	\$ 14,076,091	\$ -	\$ 14,076,091	\$ 14,350,232	\$ -	\$ 14,350,232	\$ -	\$ 14,350,232	\$ 29,000	\$ -	\$ 14,379,232
Emergency Services	\$ 11,380,019	\$ -	\$ 11,380,019	\$ 11,520,452	\$ -	\$ 11,520,452	\$ -	\$ 11,520,452	\$ -	\$ -	\$ 11,520,452
Non-Departmental	\$ 417,832	\$ -	\$ 417,832	\$ 462,323	\$ -	\$ 462,323	\$ -	\$ 462,323	\$ -	\$ -	\$ 462,323
<b>Public Safety</b>	<b>\$ 26,643,096</b>	<b>\$ -</b>	<b>\$ 26,643,096</b>	<b>\$ 27,107,845</b>	<b>\$ -</b>	<b>\$ 27,107,845</b>	<b>\$ -</b>	<b>\$ 27,107,845</b>	<b>\$ -</b>	<b>\$ 29,000</b>	<b>\$ 27,136,845</b>
Education	\$ 111,279,115	\$ -	\$ 111,279,115	\$ 111,279,115	\$ -	\$ 111,279,115	\$ -	\$ 111,279,115	\$ -	\$ -	\$ 111,279,115
Transfers Out	\$ 7,949,650	\$ -	\$ 7,949,650	\$ 7,928,650	\$ -	\$ 7,928,650	\$ -	\$ 7,928,650	\$ -	\$ -	\$ 7,928,650
<b>Total General Fund Appropriation</b>	<b>\$ 237,121,872</b>	<b>\$ -</b>	<b>\$ 237,121,872</b>	<b>\$ 237,853,565</b>	<b>\$ -</b>	<b>\$ 237,853,565</b>	<b>\$ 329,258</b>	<b>\$ 238,182,823</b>	<b>\$ 6,217</b>	<b>\$ 29,000</b>	<b>\$ 238,223,829</b>

<b>Visitors Bureau Fund Revenues</b>											
Occupancy Tax	\$ 1,423,571	\$ -	\$ 1,423,571	\$ 1,423,571	\$ -	\$ 1,423,571	\$ -	\$ 1,423,571	\$ -	\$ -	\$ 1,423,571
Sales and Fees	\$ 500	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ 500
Intergovernmental	\$ 236,703	\$ -	\$ 236,703	\$ 240,903	\$ -	\$ 240,903	\$ -	\$ 240,903	\$ -	\$ -	\$ 240,903
Investment Earnings	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ -	\$ 4,000
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alternative Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,324	\$ -	\$ 79,324	\$ -	\$ -	\$ 79,324
<b>Appropriated Fund Balance</b>	<b>\$ 259,606</b>	<b>\$ -</b>	<b>\$ 259,606</b>	<b>\$ 259,606</b>	<b>\$ -</b>	<b>\$ 259,606</b>	<b>\$ 184,036</b>	<b>\$ 443,642</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 443,642</b>
<b>Total Revenues</b>	<b>\$ 1,924,380</b>	<b>\$ -</b>	<b>\$ 1,924,380</b>	<b>\$ 1,928,580</b>	<b>\$ -</b>	<b>\$ 1,928,580</b>	<b>\$ 263,360</b>	<b>\$ 2,191,940</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,191,940</b>

<b>Expenditures</b>											
General Government	\$ 211,168	\$ -	\$ 211,168	\$ 215,368	\$ -	\$ 215,368	\$ -	\$ 215,368	\$ -	\$ -	\$ 215,368
Community Services	\$ 1,713,212	\$ -	\$ 1,713,212	\$ 1,713,212	\$ -	\$ 1,713,212	\$ 263,360	\$ 1,976,572	\$ -	\$ -	\$ 1,976,572
<b>Total Visitors Bureau Expenditures</b>	<b>\$ 1,924,380</b>	<b>\$ -</b>	<b>\$ 1,924,380</b>	<b>\$ 1,928,580</b>	<b>\$ -</b>	<b>\$ 1,928,580</b>	<b>\$ 263,360</b>	<b>\$ 2,191,940</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,191,940</b>

<b>Solid Waste Renewal and Replacement Fund Revenues</b>											
Transfers from Solid Waste Operations Fund	\$ 1,520,008	\$ -	\$ 1,520,008	\$ 1,520,008	\$ -	\$ 1,520,008	\$ -	\$ 1,520,008	\$ -	\$ -	\$ 1,520,008
Alternative Financing	\$ 833,356	\$ -	\$ 833,356	\$ 833,356	\$ 309,456	\$ 1,142,812	\$ -	\$ 1,142,812	\$ -	\$ -	\$ 1,142,812
<b>Total Revenues</b>	<b>\$ 2,353,364</b>	<b>\$ -</b>	<b>\$ 2,353,364</b>	<b>\$ 2,353,364</b>	<b>\$ 309,456</b>	<b>\$ 2,662,820</b>	<b>\$ -</b>	<b>\$ 2,662,820</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,662,820</b>

<b>Expenditures</b>											
Renewal and Replacement Fund	\$ 2,353,364	\$ -	\$ 2,353,364	\$ 2,353,364	\$ 309,456	\$ 2,662,820	\$ -	\$ 2,662,820	\$ -	\$ -	\$ 2,662,820

**Attachment 1. Orange County Proposed 2019-20 Budget Amendment**  
 The 2019-20 Orange County Budget Ordinance is amended as follows:

Original Budget	Encumbrance Carry Forwards	Budget as Amended	Budget as Amended Through BOA #4	Budget as Amended Through BOA #4-B	Budget as Amended Through BOA #4-C	Budget as Amended Through BOA #5
			Solid Waste Enterprise Fund - Alternative Financing for remediation work at the Solid Waste Administration Building		Visitors Bureau Fund and Department of Social Services - Lease and Renovations at 308 W. Franklin Street and Suite 101, Europa Center	1. Department on Aging - receipt of additional Health Care Promotions funds of \$3,000, and additional Fit Feet program funds of \$10,000 2. Sheriff's Office - receipt of private designated donations totaling \$29,000 for the purchase of AED Defibrillators 3. Animal Services - receipt of Community Giving donations of \$5,789 for use toward emergency medical care for rescued animals

**Grant Project Fund**

Revenues																
Intergovernmental	\$	144,765		\$	144,765	\$	513,821		\$	513,821	\$	513,821		\$	513,821	
Charges for Services	\$	65,000		\$	65,000	\$	65,000		\$	65,000	\$	65,000	\$	10,000	\$	75,000
Transfer from General Fund	\$	57,043		\$	57,043	\$	57,043		\$	57,043		57,043				57,043
Miscellaneous			\$	-	\$	40,000		\$	40,000		\$	40,000				40,000
Transfer from Other Funds			\$	-	\$	-		\$	-		\$	-				-
Appropriated Fund Balance	\$	4,421	\$	-	\$	4,421	\$	4,421	\$	4,421	\$	4,421				4,421
<b>Total Revenues</b>	\$	<b>271,229</b>	\$	<b>-</b>	\$	<b>271,229</b>	\$	<b>680,285</b>	\$	<b>-</b>	\$	<b>680,285</b>	\$	<b>10,000</b>	\$	<b>690,285</b>

Expenditures																		
Support Services	\$	-	\$	-	\$	147,247	\$	-	\$	147,247	\$	-	\$	147,247	\$	-	\$	147,247
Community Services	\$	-	\$	-	\$	40,000	\$	-	\$	40,000	\$	-	\$	40,000	\$	-	\$	40,000
Senior Citizen Health Promotion(Wellness)	\$	141,464	\$	-	\$	141,464	\$	141,464	\$	141,464	\$	10,000	\$	-	\$	-	\$	151,464
Emergency Solutions Grant - DSS (Multi-Yr)			\$	-	\$	40,000		\$	40,000		\$	40,000						40,000
United Way - FSA - Health (Multi-Yr)	\$	-		\$	-	31,809		\$	31,809		\$	31,809						31,809
Outreach Literacy Time to Read-Library	\$	94,765		\$	94,765	\$	94,765		\$	94,765		\$	94,765					94,765
<b>Human Services</b>	\$	<b>236,229</b>	\$	<b>-</b>	\$	<b>236,229</b>	\$	<b>308,038</b>	\$	<b>308,038</b>	\$	<b>10,000</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>318,038</b>
EM Performance Grant	\$	35,000		\$	35,000	\$	35,000		\$	35,000		\$	35,000					35,000
Local Reentry Council Grant - CJRD	\$	-		\$	-	150,000		\$	150,000		\$	150,000						150,000
<b>Public Safety</b>	\$	<b>35,000</b>	\$	<b>-</b>	\$	<b>35,000</b>	\$	<b>185,000</b>	\$	<b>-</b>	\$	<b>185,000</b>	\$	<b>-</b>	\$	<b>-</b>	\$	<b>185,000</b>
<b>Total Expenditures</b>	\$	<b>271,229</b>	\$	<b>-</b>	\$	<b>271,229</b>	\$	<b>680,285</b>	\$	<b>-</b>	\$	<b>680,285</b>	\$	<b>10,000</b>	\$	<b>-</b>	\$	<b>690,285</b>

## Year-To-Date Budget Summary

*Fiscal Year 2019-20*

### General Fund Budget Summary

Original General Fund Budget	\$237,121,872
Additional Revenue Received Through Budget Amendment #5 (February 4, 2020)	
Grant Funds	\$179,228
Non Grant Funds	\$946,453
General Fund - Fund Balance for Anticipated Appropriations (i.e. Encumbrances)	\$0
General Fund - Fund Balance Appropriated to Cover Anticipated and Unanticipated Expenditures	(\$23,724)
<b>Total Amended General Fund Budget</b>	<b>\$238,223,829</b>
Dollar Change in 2019-20 Approved General Fund Budget	\$1,101,957
% Change in 2019-20 Approved General Fund Budget	0.46%

### Authorized Full Time Equivalent Positions

Original Approved General Fund Full Time Equivalent Positions	945.470
Original Approved Other Funds Full Time Equivalent Positions	98.350
<b>Total Approved Full-Time-Equivalent Positions for Fiscal Year 2019-20</b>	<b>1,043.820</b>

**Paul:**

increase a .50 FTE Navigator position in Health Department to 1.00 FTE thru FY 19-20 (BOA #1); increase a .75 FTE Navigator position to 1.00 FTE thru FY 19-20, and moves both temporary FTE increases for these Navigators from GF to Grant Fund (BOA #2); increase a 1.0 FTE Deputy Sheriff I - SRO Position (BOA #2-A); increase a 1.0 FTE time-limited Human Services Specialist position in DSS (BOA #3-A)

Budget CIP/Capital to be Repurposed				Budget CIP Projects Needed to be Funded from Repurposed Funds			
School Capital Project	Project #	Item	Amount	School Capital Project	Project #	Item	Amount
Transportation Center	53018	Close Out Prior Years' Funding - Repurpose	\$609,992.00	Major Facility Renovations	53053	Contingency Reserve for Chapel Hill High School Bond Project	\$609,992.00
Chapel Hill HS - Renovations	53003	Close Out Prior Years' Funding - Repurpose	\$2,422.00	Mechanical Systems	54006	Frank Porter Graham Elementary HVAC Project	\$2,422.00
Morris Grove Elementary	53050	Close Out Prior Years' Funding - Repurpose	\$1,089.00	Mechanical Systems	54006	Frank Porter Graham Elementary HVAC Project	\$1,089.00
Northside Elementary	53051	Close Out Prior Years' Funding - Repurpose	\$28,434.00	Mechanical Systems	54006	Frank Porter Graham Elementary HVAC Project	\$28,434.00
<b>Total Repurposed Funds</b>			<b>\$641,937.00</b>	<b>Total Repurposed Funds</b>			<b>\$641,937.00</b>

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 4, 2020

**Action Agenda  
Item No.** 8-g

**SUBJECT:** Change in BOCC Meeting Schedule for 2020

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**DEPARTMENT:** County Commissioners

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**ATTACHMENT(S):**

**INFORMATION CONTACT:**

Donna Baker, 245-2130, Clerk to the  
Board

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**PURPOSE:** To consider one change to the Board of Commissioners' meeting calendar for 2020.

**BACKGROUND:** Pursuant to North Carolina General Statute 153A-40, the Board of County Commissioners must fix the time and place of its meetings or provide a notice of any change in the Meeting Schedule:

- Consider moving the meeting location for the March 17, 2020 work session to the Whitted Building, 300 West Tryon Street, in Hillsborough, N.C. (from Southern Human Services Center in Chapel Hill).

**SOCIAL JUSTICE IMPACT:** There is no Orange County Social Justice Goal impact associated with this item.

**ENVIRONMENTAL IMPACT:** There is no Orange County Environmental Responsibility Goal impact associated with this item.

**RECOMMENDATION(S):** The Manager recommends the Board amend its meeting calendar for 2020:

- Move the meeting location for the March 17, 2020 work session to the Whitted Building, 300 West Tryon Street, in Hillsborough, N.C. (from Southern Human Services Center in Chapel Hill).

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 4, 2020

**Action Agenda  
Item No.** 8-h

**SUBJECT:** Request for Road Additions to the State Maintained Secondary Road System for Henderson Woods Lane, Martin Madden Way, and Shakori Trail in Henderson Woods Subdivision

**DEPARTMENT:** Planning and Inspections

**ATTACHMENT(S):**

1. Maps
2. Subdivision Final Plat
3. NCDOT Petition Information

**INFORMATION CONTACT:**

Tom Ten Eyck, 919-245-2567  
Tom Altieri, 919-245-2579  
Craig Benedict, 919-245-2592

**PURPOSE:** To make a recommendation to the North Carolina Department of Transportation (NCDOT), and the North Carolina Board of Transportation (NC BOT), concerning a petition to add Henderson Woods Lane, Martin Madden Way, and Shakori Trail in Henderson Woods Subdivision to the State Maintained Secondary Road System.

**BACKGROUND:** This request includes a petition for three (3) road additions to the State Maintained Secondary Road System. The roads and their respective lengths and widths are as follows:

Road Name	Length in Miles	Number of Frontage Lots with Houses	Pavement/Right-of-way Widths in Feet
Henderson Woods Lane	0.08	0	22/50
Martin Madden Way	0.21	8	22/50
Shakori Trail	0.11	5	22/50
<b>Total</b>	<b>0.40</b>	<b>13</b>	<b>N/A</b>

Henderson Woods Subdivision is located in the Rural Buffer, north of Whitfield Road and west of Erwin Road, slightly west of the Durham County line in Chapel Hill Township (*Attachment 1*). The single family residential subdivision is located within Orange County's planning jurisdiction and was developed and approved subject to the County's zoning and subdivision regulations. There is no known subdivision violation associated with Henderson Woods, and it was approved by the BOCC in 2015 as a conservation cluster flexible development subdivision. Stormwater maintenance agreements are in process.

Henderson Woods Subdivision was recorded on April 21, 2017 (Book 17/Page 3) (*Attachment 2*). Henderson Woods Lane, Martin Madden Way, and Shakori Trail were designed to public road standards, but have been private roads in the interim. The roads were intended to become public roads when conditions met NCDOT maintenance responsibility and ownership criteria. Henderson Woods Lane has a length of 0.08 mile and provides access for zero fully developed lots. The road has a right-of-way width of 50 feet and a pavement width of 22 feet. The road

intersects with Martin Madden Way, and it serves as the single access road for vehicular ingress/egress from Whitfield Road (State Road 1731).

Martin Madden Way has a length of 0.21 mile, providing access for eight (8) fully developed lots. The road has a right-of-way width of 50 feet and a pavement width of 22 feet. The road serves as the connection of Henderson Woods Lane and Shakori Trail, and the road terminates in a cul-de-sac on the west end.

Shakori Trail has a length of 0.11 mile, providing access to five (5) fully developed lots. The road has a right-of-way width of 50 feet and a pavement width of 22 feet. The road terminates in a cul-de-sac on the south side and at the subdivision boundary on the north side.

NCDOT has investigated this request and has submitted a petition to the Board of County Commissioners (BOCC) for its recommendation (Attachment 3). North Carolina General Statute §136-62 requires that road petitions for additions to the state system be made by the Board of County Commissioners (BOCC).

**Conclusion:** The above-referenced application meets the criteria endorsed by the BOCC for recommending acceptance of public roads into the State Maintained System for roads approved through the governing jurisdiction's subdivision process (NCDOT Subdivision Roads Minimum Construction Standards, January 2010, revised May 2016).

**FINANCIAL IMPACT:** There is no direct financial impact to the County associated with this item. NCDOT will incur additional maintenance responsibilities and costs.

**SOCIAL JUSTICE IMPACT:** The following Orange County Social Justice Goal is associated with this item:

- **GOAL: CREATE A SAFE COMMUNITY**

The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.

The addition of County private residential streets to the State Maintained Secondary Road System results in positive outcomes related to the aforementioned goal.

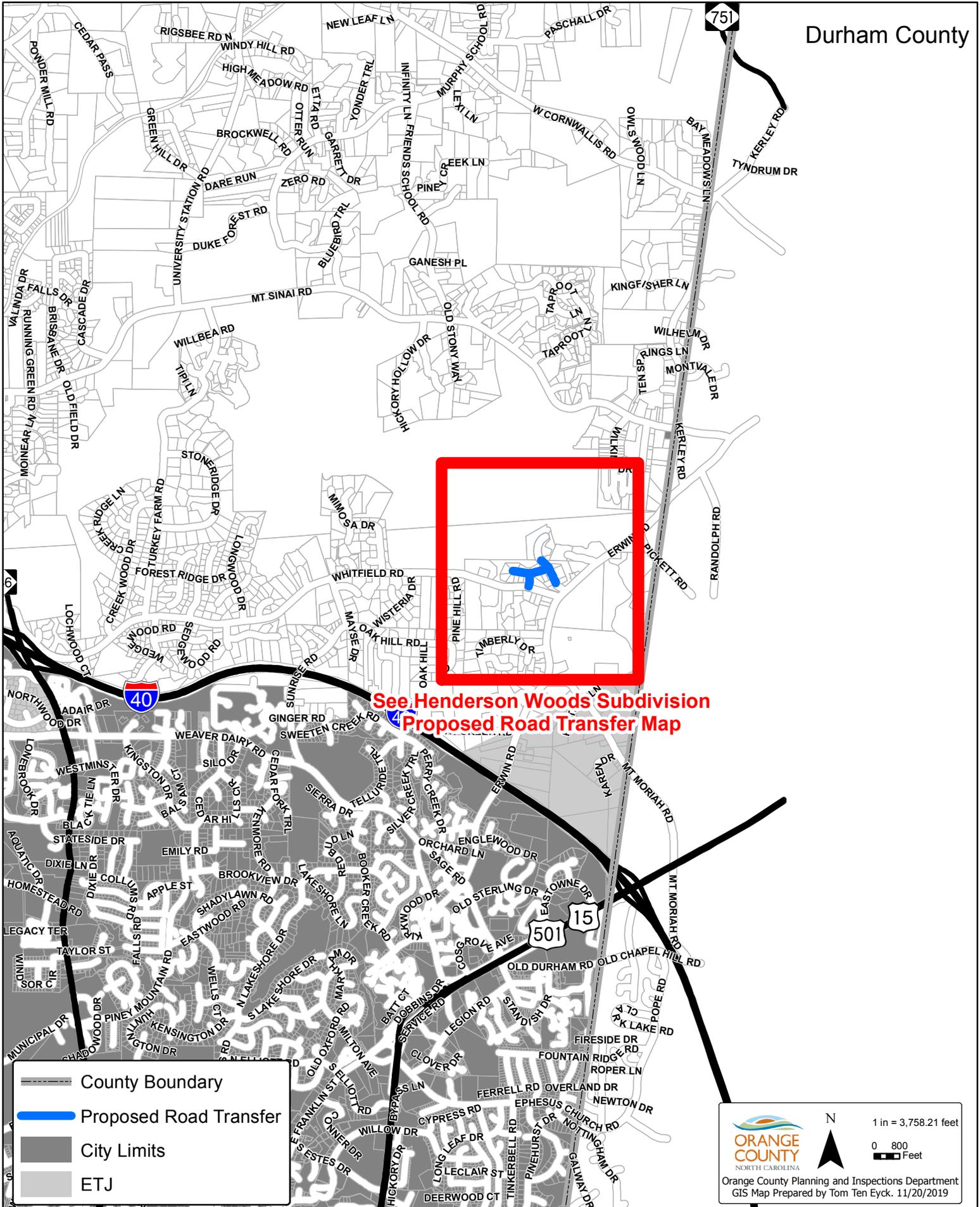
**ENVIRONMENTAL IMPACT:** There is no Orange County Environmental Responsibility Goal impact associated with this item.

**RECOMMENDATION(S):** The Manager recommends that the Board:

1. Forward the Petition for Addition to the State Maintained System to the NCDOT for Henderson Woods Lane, Martin Madden Way, and Shakori Trail in Henderson Woods Subdivision; and
2. Recommend the Department of Transportation accept the roads for maintenance as a State Secondary Road.

# Henderson Woods Subdivision Vicinity Map

Durham County



**See Henderson Woods Subdivision  
Proposed Road Transfer Map**

-  County Boundary
-  Proposed Road Transfer
-  City Limits
-  ETJ

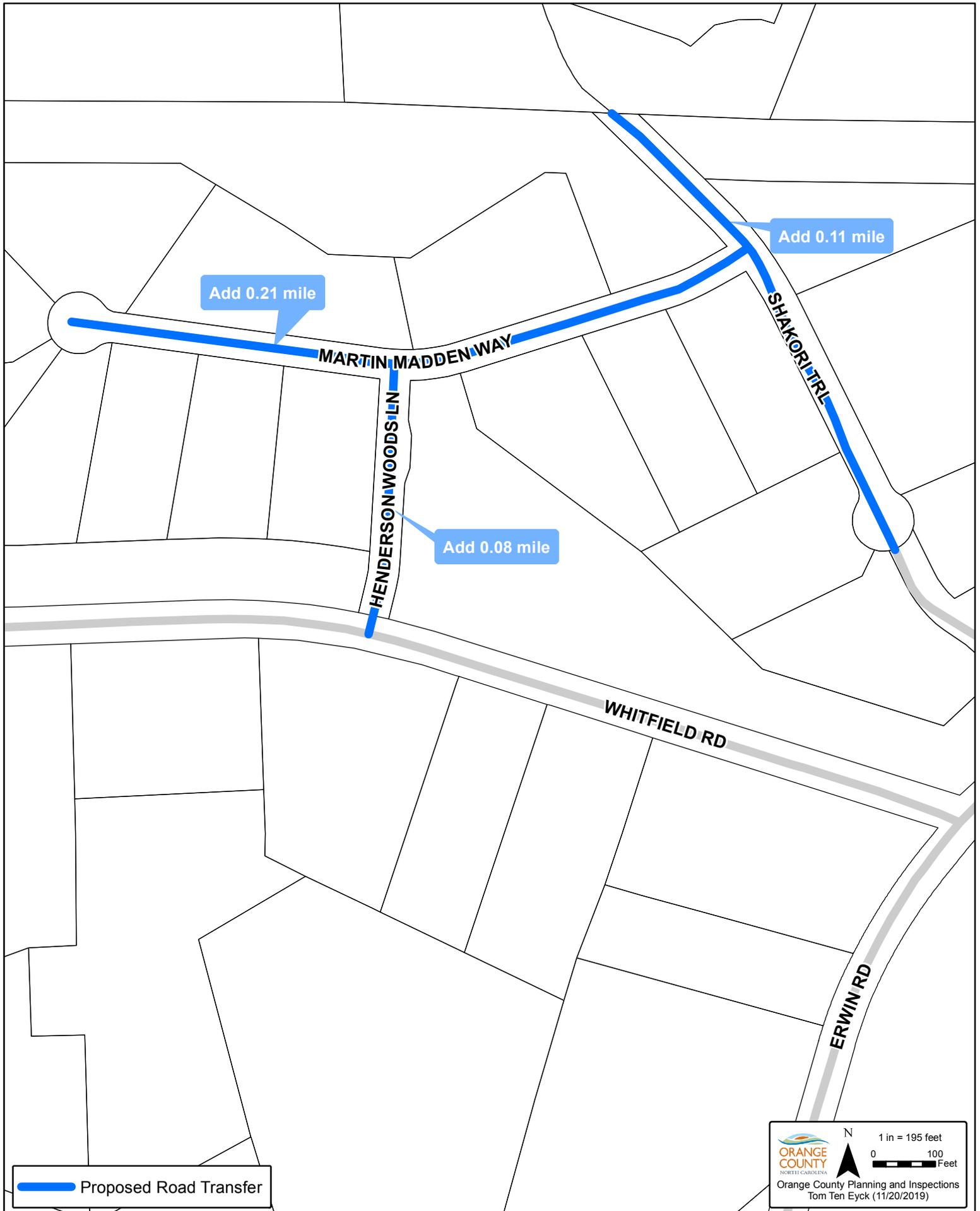
1 in = 3,758.21 feet

0 800 Feet

**ORANGE COUNTY**  
NORTH CAROLINA

Orange County Planning and Inspections Department  
GIS Map Prepared by Tom Ten Eyck, 11/20/2019

# Henderson Woods Subdivision Proposed Road Transfer<sup>4</sup>







STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

November 18, 2019

**ORANGE COUNTY**

Ms. Bonnie Hammersley  
County Manager  
Orange County  
P.O. Box 8181  
Hillsborough, North Carolina 27278

SUBJECT: Request for Road Addition  
**Henderson Woods Lane, (0.08 mile)**  
**Martin Madden Way, (0.21 mile)**  
**Shakori Trail, (0.11 mile)**  
**Henderson Woods Subdivision**

Dear Ms. Hammersley,

Please find attached, Form SR-4 Secondary Road Addition Investigation Reports, Form SR-1 Petition for Road Addition, recorded plat, and a location map for the above subject.

This is being forwarded to you for consideration by your Board of Commissioners.

Sincerely,

A handwritten signature in black ink, appearing to read "CNE".

C.N. Edwards, Jr., P.E.  
District Engineer

Attachments  
CNE/jlh

North Carolina Department of Transportation  
Division of Highways  
Petition for Road Addition

RECEIVED  
FEB 01 2019

N.C. DEPT. OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
RESIDENT ENGINEER'S OFFICE

**ROADWAY INFORMATION:** (Please Print/Type)

County: Orange Road Name: Henderson Woods Lane, Martin Madden Way,  
Shakori Trail

(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Henderson Woods Length (miles): .432

Number of occupied homes having street frontage: 10 Located (miles): .19

miles N  S  E  W  of the intersection of Route 1731 and Route 1734.  
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Henderson Woods in  
Orange County, do hereby request the Division of Highways to add the above described road.

**CONTACT PERSON:** Name and Address of First Petitioner. (Please Print/Type)

Name: Thomas H. Heffner Phone Number: 919-880-6279

Street Address: 1020 New Hope Church Road

Mailing Address: 1020 New Hope Church Road

**PROPERTY OWNERS**

Name Mailing Address Telephone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING PETITION:**

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

**FOR NCDOT USE ONLY:** Please check the appropriate block

Rural Road     Subdivision platted prior to October 1, 1975     Subdivision platted after September 30, 1975

**REQUIREMENTS FOR ADDITION**

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
Henderson Woods Lane	0	380'			
Martin Madden Way	6	1100'			
Shakori Trail	4	800'			



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

DATE: November 18, 2019  
TO: Chuck N. Edwards, Jr., PE  
FROM: Sandra Taylor, Real Property Agent II  
SUBJECT: Addition to the System Martin Madden Way  
Henderson Woods Subdivision  
Orange County

I have examined the plat of the Orange County Registry, furnished by your office. Based on my examination of the plat it appears that the Right of Way for Martin Madden Way, Henderson Woods Subdivision, is as follows, as well as utility easements and sight distances as shown on the plat, if any.

**Martin Madden Way**  
(PB 117 / PG 3-4)

**50 feet**

If any you need any additional information, please contact me at the number below or via email.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
DIVISION 7 RIGHT OF WAY  
P.O. BOX 14996  
GREENSBORO, NC 27415-4996

*Telephone:* (336) 334-3515  
*Fax:* (336) 334-5331  
*Customer Service:* 1-877-368-4968  
*Website:* [www.ncdot.gov](http://www.ncdot.gov)

*Location:*  
1101 E. WENDOVER AVE.  
SUITE 200  
GREENSBORO, NC 27405



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

DATE: November 18, 2019  
TO: Chuck N. Edwards, Jr., PE  
FROM: Sandra Taylor, Real Property Agent II  
SUBJECT: Addition to the System Shakori Trail  
Henderson Woods Subdivision  
Orange County

I have examined the plat of the Orange County Registry, furnished by your office. Based on my examination of the plat it appears that the Right of Way for Shakori Trail, Henderson Woods Subdivision, is as follows, as well as utility easements and sight distances as shown on the plat, if any.

**Shakori Trail**  
(PB 117 / PG 3-4)

**50 feet**

If any you need any additional information, please contact me at the number below or via email.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
DIVISION 7 RIGHT OF WAY  
P.O. BOX 14996  
GREENSBORO, NC 27415-4996

*Telephone:* (336) 334-3515  
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GREENSBORO, NC 27405



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

DATE: November 18, 2019  
TO: Chuck N. Edwards, Jr., PE  
FROM: Sandra Taylor, Real Property Agent II  
SUBJECT: Addition to the System Henderson Woods Lane  
Henderson Woods Subdivision  
Orange County

I have examined the plat of the Orange County Registry, furnished by your office. Based on my examination of the plat it appears that the Right of Way for Henderson Woods Lane, Henderson Woods Subdivision, is as follows, as well as utility easements and sight distances as shown on the plat, if any.

**Henderson Woods Lane**  
(PB 117 / PG 3-4)

**50 feet**

If any you need any additional information, please contact me at the number below or via email.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
DIVISION 7 RIGHT OF WAY  
P.O. BOX 14996  
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GREENSBORO, NC 27405

North Carolina Department of Transportation  
Division of Highways  
Secondary Road Addition Investigation Report

County: Orange Co. File No: O-10-19 Date: 11/4/2019  
Township: Chapel Hill Div. File No: NA Div. No: 7

Local Name: Henderson Woods Lane Subdivision Name: Henderson Woods Subdivision

Length: 0.08 Width: 22' Surface Type: SF9.5A PVMT Condition: Good  
Surface Thickness: 2.5" Base Type: ABC Base Thickness: 8"

\*Bridges Yes  No  \* Pipe > 48" Yes  No  \*Retaining Walls Within Right of Way Yes  No

**\* If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? Yes

Recording Date: 4/21/17 Book: 117 Page: 3

Number of homes having entrances into road: 0

Other uses having entrances into road: Serves as Subdivision Collector Street. Estimated ADT 78

Right-of-Way Width: 50' If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? Yes

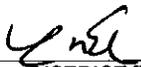
Is the County Commissioners Approval (SR-2) attached? Yes If not, why not? \_\_\_\_\_

Is a map attached indicating information for reference in locating road by the Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost: \$ \_\_\_\_\_

Grade, drain, stabilize: \$ \_\_\_\_\_ Drainage: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

Remarks and Recommendations: Meets Requirements. Recommend Addition.

Submitted by:  District Engineer Reviewed and Approved: \_\_\_\_\_ Division Engineer

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: \_\_\_\_\_

	Do not write in this space- For Use by Secondary Roads Unit
	Petition #



North Carolina Department of Transportation  
Division of Highways  
Secondary Road Addition Investigation Report

County: Orange Co. File No: O-10-19 Date: 11/4/2019  
Township: Chapel Hill Div. File No: NA Div. No: 7

Local Name: Shakori Trail Subdivision Name: Henderson Woods Subdivision

Length: 0.11 Width: 22' Surface Type: SF9.5A PVMT Condition: Good  
Surface Thickness: 2.5" Base Type: ABC Base Thickness: 8"

\*Bridges Yes  No  \* Pipe > 48" Yes  No  \*Retaining Walls Within Right of Way Yes  No

**\* If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? Yes

Recording Date: 4/21/17 Book: 117 Page: 3

Number of homes having entrances into road: 5

Other uses having entrances into road: \_\_\_\_\_

Right-of-Way Width: 50' If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? Yes

Is the County Commissioners Approval (SR-2) attached? Yes If not, why not? \_\_\_\_\_

Is a map attached indicating information for reference in locating road by the Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost: \$ \_\_\_\_\_

Grade, drain, stabilize: \$ \_\_\_\_\_ Drainage: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

Remarks and Recommendations: Meets Requirements. Recommend Addition.

Submitted by:  District Engineer Reviewed and Approved: \_\_\_\_\_ Division Engineer

Reviewed and Approved  
BOARD OF TRANSPORTATION MEMBER: \_\_\_\_\_

	Do not write in this space- For Use by Secondary Roads Unit
	Petition #

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 4, 2020

**Action Agenda  
Item No. 8-i**

**SUBJECT:** Agreement Ratification of the Cane Creek Fire Protection District Amendment and Approval of Orange County Volunteer Fire Department Updated Agreements

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**DEPARTMENT:** Emergency Services

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**ATTACHMENT(S):**

Agreement Ratification of the Cane Creek Fire Protection District Amendment  
 Agreements for Approval:  
 - West Orange Fire Protection District  
 - Cedar Grove Fire Protection District  
 - Little River Fire Protection District  
 - New Hope Fire Protection District

**INFORMATION CONTACT:**

Dinah Jeffries, 919-245-6100  
 Jason Shepherd, 919-245-6100  
 Steve McCauley, 919-967-5858  
 Kevin Brooks, 919-732-8941  
 Jeff Borland, 919-619-2566  
 Brad Allison, 919-451-9074  
 Charles Bowden, 919-451-9052

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**PURPOSE:** To:

- 1) Ratify the County Manager's signature to approve the 2020 Agreement between Orange County and Orange Grove Fire Department; and
- 2) Approve 2020 Fire Protection and Emergency Services Updated Agreements with Efland Fire Department, Cedar Grove Fire Department, Caldwell Fire Department and New Hope Fire Department.

**BACKGROUND:** In order to continue fire protection services in the Cane Creek Fire Protection district, a new agreement was completed and signed by the County Manager. The Office of the State Fire Marshal (OSFM) conducted the Insurance Service Offices (ISO) 9S rating for the Orange Grove Fire Department on January 7, 2020, and the Agreement had to be in place for the property owners to maintain the current rating of Class 6/9.

The existing fire protection contract agreements with Efland, Cedar Grove, Caldwell and New Hope Fire Departments are due to be renewed.

Revisions include:

- The language in section 5 was changed to reflect each specific ISO rating for fire departments.
- The language in section 8 was changed to reflect current state certification language for Hazardous Materials.
- Language was changed (section 11 - Caldwell, Orange Grove) (section 12 - New Hope, Efland, Cedar Grove) to clarify when departments needed to submit reports and resource type information with Emergency Services Department. Additionally, the parties changed

response time to due diligence to respond to emergencies and changed reporting according to state law for retention.

- Language was added (section 12 - Caldwell, Orange Grove) (section 13 - New Hope, Efland, Cedar Grove) in A, B and C for accountability in the audit process and to be consistent with other fire department agreements.

The fire protection and emergency services agreements have been completed in coordination with and reviewed by each county fire department in conjunction with the County Attorney's Office.

**FINANCIAL IMPACT:** The approval of this item has no financial impact on the County. This is an administrative action for fire protection and rescue service delivery only.

**SOCIAL JUSTICE IMPACT:** The following Orange County Social Justice Goal is applicable to this item:

- **GOAL: CREATE A SAFE COMMUNITY**

The reduction of risks from vehicle/traffic accidents, childhood and senior injuries, gang activity, substance abuse and domestic violence.

**ENVIRONMENTAL IMPACT:** There is no Orange County Environmental Responsibility Goal impact associated with this item.

**RECOMMENDATION(S):** The Manager recommends that the Board:

- 1) Ratify the Manager's signature on the amended agreement to maintain the current rating or achieve a lower rating; and
- 2) Approve and authorize the Chair to sign the updated Orange County Fire Protection and Emergency Services Agreements with the four (4) volunteer fire departments noted above.

**STATE OF NORTH CAROLINA  
ORANGE COUNTY**

**FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT**

**THIS AGREEMENT** (this "Agreement"), made and entered into this 6 day of January, 2020 by and between Orange County, hereinafter referred to as the "County" and Orange Grove Fire Department, hereinafter referred to as the "Fire Department", referred to herein as "Party" and/or collectively as the "Parties".

**WITNESSETH:**

1. County created the Cane Creek Fire Protection District (the "District") as a special tax district pursuant to Chapter 69 of the North Carolina General Statutes and desires to contract with Fire Department for fire protection and other services as set out herein.
2. Pursuant to §NCGS 69-25.4 the County agrees that it will cause to be assessed or levied a special tax of not more than Fifteen cents (\$.15) per one-hundred dollar (\$100) valuation of all real and personal property in the District unless otherwise limited or prohibited by law or a vote of the people, and will collect said tax as a part of the ad valorem taxes of Orange County; provided however, the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Fire Department to the County as approved by the Orange County Board of Commissioners in its annual budget or as they may otherwise determine.
3. That a special or separate fund shall be maintained by the County for funds collected as a result of said special tax.
4. That from said special tax district the Board of County Commissioners will approve a Fire Protection District tax rate and Annual Budget for the Fire Department. The County agrees to remit quarterly payments, by the 15<sup>th</sup> day of the first month of each quarter. The total quarterly payments to the fire department will equal the annual budget.
5. The Fire Department shall provide and furnish adequate fire protection services and shall provide the necessary equipment, personnel, and other resources as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all persons and property located within the District. Fire Department currently has an insurance rating of Class 6, and during the term of this Agreement will maintain at least a 9E insurance rating. Fire Department will furnish fire and rescue services free of charge to all persons and individuals within the District (excluding non-public commercial transportation). Fire Department shall strive to maintain the current ISO rating of 6 or look to achieve an ISO rating of 5 (or better). This section does not preclude the Fire Department from charging a pre-arranged nominal fee when standing by for special events.
6. That all funds paid to the Fire Department by the County shall be used exclusively by the Fire Department to provide fire protection services within the District (See Exhibit 1), and the Fire Department may also use said funds to provide Medical Responder

and rescue services within the District, and to pay other legitimate fire, rescue, and Medical Responder expenses attributable to the services rendered within the District. This does not preclude mutual aid agreements.

7. The Fire Department shall provide Medical Responder Services within the District. Medical Responder Services are defined as the provision of Basic Life Support treatment as needed until such time as more highly trained personnel arrive on scene. Such Medical Responder Services may be provided through mutual aid agreements or through third party contracts
8. The Fire Department shall provide Hazardous Materials Response Services according to the North Carolina Department of Insurance North Carolina Fire Rescue Commission Haz-Mat 1 Responder level for all operational responses in the district. Hazardous Materials Response Services are defined as defensive actions necessary to protect life, property and the environment from the effects of the release.
9. The Fire Department shall provide Rescue Services to all persons and individuals within the District. Rescue Services are defined as the removal, extrication, or freeing of individuals from vehicle confinement or danger. Such Rescue Services may be provided through mutual aid agreements or through third party contracts.
10. Notwithstanding Section 6 above Fire Department may provide fire protection services outside the District subject to the following terms and conditions:
  - A. That Fire Department is authorized to extend their primary insurance fire protection services in surrounding fire insurance districts to better serve the citizens by eliminating a class 10 area in the neighboring fire district. The fire department shall provide a notarized agreement between the fire departments submitted to the fire marshal for processing to the Board of County Commissioners.
  - B. Fire Department shall not expend any funds or resources appropriated for the use of persons and individuals in the Cane Creek Fire District for the primary fire protection services outside the area of surrounding response districts. In the event any such expenditure occurs for primary fire protection outside of their insurance response to a neighboring district, the Fire Department shall immediately notify the County and Fire Department shall take corrective measures to rectify the expenditure and to ensure such expenditure shall not be repeated. This does not preclude fire departments in the county to expend funds toward a fire district in this county for the creation and use of a joint facility to be utilized for training in fire, rescue and other emergency services.
11. That Fire Department shall enter into an agreement with surrounding Departments in which the Fire Department provides compensation to those surrounding Departments for their availability and service providing primary fire protection services in an Orange Rural Class 10 insurance response areas.

12. In providing the services contemplated herein the Fire Department shall operate in compliance with all applicable State and local laws and regulations including, but not limited to the North Carolina Fire Incident Reporting System (G.S. 58-79-45, NC Administrative Code, §.0402). The Fire Department shall submit electronic incident reports on a quarterly basis to the Office of the North Carolina State Fire Marshal. The Fire Department further agrees to notify the Orange County Fire Marshal's Office of the annual corporation meeting and provide a current list of its Board of Directors no later than 14 days after the by-laws declare new members take office. The Fire Department shall provide a copy of the certified personnel roster submitted to the N.C. State Firefighter Association to the Fire Marshal's Office at the time of submission to the association. The fire department agrees to work with Emergency Management to resource type personnel, apparatus including pump and tank size, and specialized fire suppression equipment in Salamander or other software used by Emergency Services. The fire department shall immediately notify the Fire Marshal's Office where there is a change in fire chief. The County shall have the right to inspect all books and accounts for the Fire Department at any time. Said inspection shall be conducted by the Orange County Fire Marshal and/or Orange County Finance Office and/or their designee. The following minimal performance standards are agreed upon by the County and the Fire Department and are a part of this contract:

- A. Response Time. Fire Department should have the goal of having a response time that exercises due diligence to responding to all emergencies when notified of the emergency.
- B. Personnel on Scene. Fire Department should have adopted standard operating guidelines that address the appropriate number of firefighters needed on all type fire calls. The National Incident Management System shall be used at all incidents to manage personnel.
- C. Training. Fire Department shall have the minimum standard training requirements set forth by the State of North Carolina and NC Department of Labor for providing fire and emergency services provided by the Fire Department. For purposes of this agreement emergency services includes both Medical Responder services, hazardous materials services, and rescue services.
- D. Fire Investigations. The Fire Department officer in charge at all fire scenes shall attempt to determine the cause and origin of every fire. When the officer in charge cannot determine the cause and origin of the fire, or if the cause is suspected to be of an incendiary nature, the officer in charge may request assistance from the Orange County Fire Marshal's Office.
- E. Reports. Fire Department shall keep all records according to state law for retention. All State and county required reports and rosters shall be submitted by the applicable deadlines.
- F. Fire Hydrants. The Fire Department should report any malfunctions or damage to hydrants to the owner of the water distribution system.

- G. Emergency/Disaster Response. Fire Department shall follow the Orange County Emergency Operation Framework (EOF) Policy when responding to an emergency or disaster.
  - H. State of Emergency. County requests that Fire Department, when available, assist with the following services, but not limited to, before, during, and following times of emergency/disaster: 1) Debris Clearance; 2) Traffic Control; 3) Alert and Warning; 4) Search and Rescue; 5) Evacuation Notification and Coordination; and 6) other life-saving and property protection measures as necessary. All operations shall be in accordance with the Orange County Orange County Emergency Operation Framework (EOF) Policy.
  - I. Medical Responder Services. When Fire Department provides Medical Responder Services assistance, it shall be done in accordance with the rules set forth by the Orange County Medical Director.
13. The Fire Department shall submit to an audit by a Certified Public Accountant, which will be paid for by the County, and shall be in conformity with General Accepted Accounting Principles. If an audit has already been performed by a certified entity, the Fire Department shall present the County with a copy of that audit. Such audit to be provided on or before December 31<sup>st</sup> of each year, and to be in conformity with the most recent audit policies of the County and the North Carolina Local Government Commission. Further, the fire department agrees to comply with County budgeting procedures including a mid-year financial statement and other procedures provided for by State Law and agree to submit budget estimates to the Board of Commissioners on the standard forms used by County departments. The Fire Department also agrees to use standard line items for accounting as requested by the County Finance Department.
- A. In the event that the audit reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, or any material weakness or significant deficiencies, the fire department shall provide a written statement to the county that contains an explanation of each issue and an action plan (with implementation timetable) for resolving each such issue, weakness and/or deficiency, and shall provide periodic reports to the county on progress made in resolution of each issue, weakness and/or deficiency. If resolution of such issues, weakness or deficiencies requires professional advice on the part of that fire department's (or county's) auditor, the fire department shall bear the cost of such advice.
  - B. Should the fire department fail to submit its audit report to the county within the above time period, the county will suspend all funds immediately until the audit is delivered as set forth above, except that the county's Chief Financial Officer may grant a reasonable submittal extension if the department is unable to deliver the audit for reasons beyond the control of the fire department or the auditor.
  - C. The fire department agrees that if its financial records are judged to be un-auditable for purposes of an audit or establishment of a budget by the county's chief financial officer or the independent audit firm, or

if a regular or special audit by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the fire department's Board of Directors will be notified by the county. At that time, the county and Board of Directors may jointly name a trustee who will assume responsibility for management and financial decision-making for the fire department until such time as the county and fire department's Board of Directors agree that the fire department's finances have been stabilized to the extent required to satisfy the financial management provisions of this contract.

14. The Fire Department shall comply with the County budgeting procedures, and shall submit annual budget estimates in accordance with established County budget timetables. A supporting letter of request for the proposed tax rate shall be signed by the Fire Department's president upon approval of its Board of Directors. The County will provide the Fire Department with standard forms for budget submission and the Fire Department shall use such standard forms.
15. The Fire Department shall comply with the State of North Carolina purchasing procedures for local governments as identified in Attachment #1, as well as other procedures provided for by state law.
16. The Fire Department shall file with the County Fire Marshal a true copy of its Articles of Incorporation, Bylaws, and shall furnish any changes made thereto not less than thirty (30) days prior to their effective dates. Further, the Fire Department agrees to amend its Articles of Incorporation and Bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as required by the provisions of Chapter 55A of the General Statutes of North Carolina. Should Fire Department be notified that it has failed to meet all minimum legal requirements for a North Carolina nonprofit corporation and/or failed to maintain its federal, state, or local tax-exempt status the Fire Department shall, within thirty (30) days of such notification, begin taking appropriate steps to remedy said failure. Should said failure not be appropriately remedied within ninety (90) days after such notification the County may withhold special district tax revenues until such time as the Fire Department meets all minimum legal requirements of Chapter 55A of the General Statutes of North Carolina and/or until such time as the Fire Department's tax-exempt status is restored.
17. In the event the Fire Department dissolves then the Fire Department shall deliver, release, and convey to the County all its equipment, cash, or other assets to be used by the County exclusively for the provision of fire protection services, rescue services, or Medical Responder services within the District. Any such dissolution shall comply with applicable laws of North Carolina. If Fire Department ceases to provide either fire protection services, rescue services, or Medical Responder services within the District Fire Department shall deliver, release, and convey to County all of its equipment, cash, or other assets used for those specific services the Fire Department has ceased to provide, to be used by the County exclusively for the provision of fire protection services, rescues services, or Medical Responder services within the District. Should the terms of this paragraph conflict with Fire Department's Articles of Incorporation the Articles of Incorporation shall control.

18. The Fire Department agrees to hold harmless and indemnify the County from and against any and all liability and expenses including attorney fees, court costs and other costs incurred by the County caused by any act or omission of the Fire Department, its agents and employees. The Department shall purchase and maintain, during the term of this Agreement, and any extension hereof, at least the following insurance coverage:

- A. Comprehensive Automobile Liability Insurance with combined single limits of at least one million dollars (\$1,000,000) per occurrence. Coverage shall be provided under a symbol "1". Coverage shall apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered insureds and volunteers and employees shall have coverage in excess of their personal auto liability limits when they are using their vehicles on behalf of the Fire Department. Fellow member liability shall be provided. Auto pollution liability shall be included in the coverage.
- B. Auto physical damage shall be provided on an agreed value basis. Coverage shall be included for hire, borrowed or commandeered vehicles without a limit of liability. Coverage shall be provided to bring replacement vehicle up to the most current national standards, such as NFPA or DOT.
- C. Comprehensive General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The aggregate shall apply per named insured and per insured location. The policy shall include the following coverage: Volunteers or employees as insureds, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both bodily injury and or property damage, Fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with limits of one million dollars (\$1,000,000), Pollution Liability arising out of emergency operations, training activities or equipment wash downs.
- D. Directors and Officers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence with two million dollars (\$2,000,000) aggregate. This policy shall include coverage for prior acts. The insureds shall include current volunteers and employees, former volunteers and employees, and any persons or organizations providing service to the Department under a mutual aid or similar agreement. Coverage shall include civil rights type suits such as discrimination and sexual harassment; liability arising out of the administration of benefit plans for employees or volunteers and employment related practice suites. Coverage shall include claims made for future compensation and benefits lost from wrongful termination of an employee.
- E. Umbrella Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The umbrella policy shall provide excess coverage over the Auto Liability Policy, General Liability Policy, and the Employer's Liability

Section of the Workers' Compensation Policy. Volunteers and employees shall be included as insureds.

- F. The Department shall maintain Property Insurance protecting against the risk of direct physical loss or damage. The policy covering the building shall be written on a Guaranteed Replacement Cost Basis, with coverage included for Building Ordinance, Flood, and Earthquake. Coverage shall include Commandeered Property in the amount of two-hundred fifty thousand dollars (\$250,000). Contents coverage shall be provided on a replacement cost basis. Coinsurance penalties shall not apply.
  - G. Portable Equipment Coverage shall be provided protecting against the risk of direct physical loss or damage, including electrical surges. Coverage shall be provided on a Guaranteed Replacement Cost Basis.
  - H. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County as an additional insured. The Department shall furnish the County with Certificates of Insurance showing the type of policy, limits of liability, name of insurance companies, policy numbers, effective dates and expiration dates of policies.
  - I. Workers' Compensation Insurance covering all volunteers and salaries firefighters meeting statutory limits in compliance with applicable State and Federal Laws.
  - J. Each policy shall also contain a ten (10) day notice to the County in the event of cancellation or modification of any stipulated insurance coverage.
19. In connection with the performance of this Agreement, the Fire Department agrees not to discriminate against any employee, member, or applicant for employment or membership because of race, color, national origin, religion, creed, ethnicity, sex, sexual orientation, age, disability, political affiliation, and Vietnam-Era or disabled veteran status. Employees, members and applicants must be competent and capable to perform the requirements of the job. The Fire Department agrees to take all reasonable measures to insure that applicants are employed, and that employees are treated appropriately, during their employment, without regard to their race, color, national origin, religion, creed, ethnicity, sex, sexual orientation, age, disability, political affiliation, and Vietnam-Era or disabled veteran status.
20. Term. This Agreement shall continue for a term of five (5) years unless terminated as hereinafter provided. This Agreement may be renewed for two additional five-year terms upon mutual agreement of the Parties. The Parties shall acknowledge their intent to renew this Agreement for an additional five year term in a writing signed by both Parties no later than six month before the end of the Term. Either Party may terminate this Agreement effective at the end of any fiscal year by giving the other Party notice at least one (1) year in advance of the end of the fiscal year that the Agreement is to terminate.
21. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings related to the

subject matter hereto. This Agreement may not be changed or terminated except in writing and as provided herein, and no notice shall be effective unless evidenced by a written instrument duly executed by the Party or Parties, hereto.

22. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address identified on the signature page of this Agreement and delivered either in person, by email, by facsimile, by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt.
23. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties. The Parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
24. That this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this Agreement may not be assigned by either party without prior written consent of the other party, which may be withheld in the sole discretion of a party.
25. No act or failure to act by the County or the Fire Department shall constitute a waiver of any right or duty granted to the Parties by the terms of this Agreement. Nor shall any act or failure to act constitute any approval except as specifically agreed to in writing.
26. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina. By executing this Agreement Fire Department affirms that Fire Department is and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Fire Department certifies that Fire Department has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Fire Department certifies that they have not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.
27. Fire Department shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php).) Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.

28. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.

IN WITNESS WHEREOF, the County has caused this instrument to be executed by the Chairperson of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors.

Acknowledged and agreed to the day and date first above recorded.

**ORANGE COUNTY**

DocuSigned by:  
BY: Bonnie Hammersley 1/7/2020  
0637994B755E477...  
CITALL

Address:

Contact Person:

ATTEST:

\_\_\_\_\_  
Clerk Board of Commissioners

(County Seal)

**FIRE DEPARTMENT**

DocuSigned by:  
BY: Bill Waddell 1/6/2020  
B7188154CC9B42F...  
President

Address:

Contact Person:

DocuSigned by:  
ATTEST: Seal S. 1/6/2020  
661346558CB44B2...  
Secretary

(Corporate Seal)

# Dollar Thresholds in North Carolina Public Contracting Statutes



Dollar limits and statutory authority current as of November 1, 2015

Requirement	Threshold	Statute
<b>Formal bidding</b>	<i>(estimated cost of contract)</i>	
Construction or repair contracts	\$500,000 and above	G.S. 143-129
Purchase of apparatus, supplies, materials, and equipment	\$90,000 and above	G.S. 143-129
<b>Informal bidding</b>	<i>(actual cost of contract)</i>	
Construction or repair contracts	\$30,000 to formal limit	G.S. 143-131
Purchase of apparatus, supplies, materials, and equipment	\$30,000 to formal limit	G.S. 143-131
<b>Construction methods authorized for building projects</b>	Over \$300,000 <i>(estimated cost of project)</i>	G.S. 143-128(a1)
Separate Prime		
Single Prime		
Dual Bidding		
Construction Management at Risk (G.S. 143-128.1)		
Design-Build and Design-Build Bridging (G.S. 143-128.1A; G.S. 143-128.1B)		
Public Private Partnership (P3) (G.S. 143-128.1C)		
<b>Historically Underutilized Business (HUB) requirements</b>		
Building construction or repair projects		
– Projects with state funding ( <i>verifiable 10% goal required</i> )	\$100,000 or more	G.S. 143-128.2(a)
– Locally funded projects ( <i>formal HUB requirements</i> )	\$300,000 or more	G.S. 143-128.2(j)
– Projects in informal bidding range ( <i>informal HUB requirements</i> )	\$30,000 to \$500,000*	G.S. 143-131(b)
*Note: Formal HUB requirements should be used for informally bid projects costing between \$300,000 and \$500,000		
<b>Limit on use of own forces (force account work)</b>	<i>(not to exceed)</i>	G.S. 143-135
Construction or repair projects	\$500,000 ( <i>total project cost</i> ) or \$200,000 ( <i>labor only cost</i> )	
<b>Bid bond or deposit</b>		
Construction or repair contracts ( <i>at least 5% of bid amount</i> )	Formal bids (\$500,000 and above)	G.S.143-129(b)
Purchase contracts	Not required	
<b>Performance/Payment bonds</b>		
Construction or repair contracts ( <i>100% of contract amount</i> )	Each contract over \$50,000 of project costing over \$300,000	G.S. 143-129(c); G.S. 44A-26
Purchase contracts	Not required	
<b>General contractor's license required</b>	\$30,000 and above	G.S. 87-1
Exemption	Force account work ( <i>see above</i> )	
Owner-builder affidavit required	Force account work ( <i>see above</i> )	G.S. 87-14(a)(1)
<b>Use of licensed architect or engineer required</b>		
Nonstructural work	\$300,000 and above	G.S. 133-1.1(a)
Structural repair, additions, or new construction	\$135,000 and above	
Repair work affecting life safety systems	\$100,000 and above	
<b>Selection of architect, engineer, surveyor, construction manager at risk, or design-build contractor</b>		
*Qualification-Based Selection" procedure (QBS)	All contracts unless exempted	G.S. 143-64.31
Exemption authorized	Only projects where estimated fee is less than \$50,000	G.S. 143-64.32

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**STATE OF NORTH CAROLINA  
ORANGE COUNTY**

**FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT**

**THIS AGREEMENT** (this "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Orange County, hereinafter referred to as the "County" and Efland Fire Department, hereinafter referred to as the "Fire Department", referred to herein as "Party" and/or collectively as the "Parties".

**WITNESSETH:**

1. County created the West Orange Fire Protection District (the "District") as a special tax district pursuant to Chapter 69 of the North Carolina General Statutes and desires to contract with Fire Department for fire protection and other services as set out herein.
2. Pursuant to §NCGS 69-25.4 the County agrees that it will cause to be assessed or levied a special tax of not more than Fifteen cents (\$.15) per one-hundred dollar (\$100) valuation of all real and personal property in the District unless otherwise limited or prohibited by law or a vote of the people, and will collect said tax as a part of the ad valorem taxes of Orange County; provided however, the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Fire Department to the County as approved by the Orange County Board of Commissioners in its annual budget or as they may otherwise determine.
3. That a special or separate fund shall be maintained by the County for funds collected as a result of said special tax.
4. That from said special tax district the Board of County Commissioners will approve a Fire Protection District tax rate and Annual Budget for the Fire Department. The County agrees to remit quarterly payments, by the 15<sup>th</sup> day of the first month of each quarter. The total quarterly payments to the fire department will equal the annual budget.
5. The Fire Department shall provide and furnish adequate fire protection services and shall provide the necessary equipment, personnel, and other resources as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all persons and property located within the District. Fire Department currently has an insurance rating of Class 6, and during the term of this Agreement will maintain at least a 9E insurance rating. Fire Department will furnish fire and rescue services free of charge to all persons and individuals within the District (excluding non-public commercial transportation). Fire Department shall strive to maintain the current ISO rating of 6 or look to achieve an ISO rating of 5 (or better). This section does not preclude the Fire Department from charging a pre-arranged nominal fee when standing by for special events.
6. That all funds paid to the Fire Department by the County shall be used exclusively by the Fire Department to provide fire protection services within the District (See Exhibit 1), and the Fire Department may also use said funds to provide Medical Responder

and rescue services within the District, and to pay other legitimate fire, rescue, and Medical Responder expenses attributable to the services rendered within the District. This does not preclude mutual aid agreements.

7. The Fire Department shall provide Medical Responder Services within the District. Medical Responder Services are defined as the provision of Basic Life Support treatment as needed until such time as more highly trained personnel arrive on scene. Such Medical Responder Services may be provided through mutual aid agreements or through third party contracts
8. The Fire Department shall provide Hazardous Materials Response Services according to the North Carolina Department of Insurance North Carolina Fire Rescue Commission Haz-Mat 1 Responder level for all operational responses in the district. Hazardous Materials Response Services are defined as defensive actions necessary to protect life, property and the environment from the effects of the release.
9. The Fire Department shall provide Rescue Services to all persons and individuals within the District. Rescue Services are defined as the removal, extrication, or freeing of individuals from vehicle confinement or danger. Fire Department shall maintain any current rescue certifications through the Rescue Association. Such Rescue Services may be provided through mutual aid agreements or through third party contracts.
10. Notwithstanding Section 6 above Fire Department may provide fire protection services outside the District subject to the following terms and conditions:
  - A. That Fire Department is authorized to extend their primary insurance fire protection services in surrounding fire insurance districts to better serve the citizens by eliminating a class 10 area in the neighboring fire district. The fire department shall provide a notarized agreement between the fire departments submitted to the fire marshal for processing to the Board of County Commissioners.
  - B. Fire Department shall not expend any funds or resources appropriated for the use of persons and individuals in the Cane Creek Fire District for the primary fire protection services outside the area of surrounding response districts. In the event any such expenditure occurs for primary fire protection outside of their insurance response to a neighboring district, the Fire Department shall immediately notify the County and Fire Department shall take corrective measures to rectify the expenditure and to ensure such expenditure shall not be repeated. This does not preclude fire departments in the county to expend funds toward a fire district in this county for the creation and use of a joint facility to be utilized for training in fire, rescue and other emergency services.
11. That Fire Department shall enter into an agreement with surrounding Departments in which the Fire Department provides compensation to those surrounding Departments for their availability and service providing primary fire protection services in an Orange Rural Class 10 insurance response areas.

12. In providing the services contemplated herein the Fire Department shall operate in compliance with all applicable State and local laws and regulations including, but not limited to the North Carolina Fire Incident Reporting System (G.S. 58-79-45, NC Administrative Code, §.0402). The Fire Department shall submit electronic incident reports on a quarterly basis to the Office of the North Carolina State Fire Marshal. The Fire Department further agrees to notify the Orange County Fire Marshal's Office of the annual corporation meeting and provide a current list of its Board of Directors no later than 14 days after the by-laws declare new members take office. The Fire Department shall provide a copy of the certified personnel roster submitted to the N.C. State Firefighter Association to the Fire Marshal's Office at the time of submission to the association. The fire department agrees to work with Emergency Management to resource type personnel, apparatus including pump and tank size, and specialized fire suppression equipment in Salamander or other software used by Emergency Services. The fire department shall immediately notify the Fire Marshal's Office where there is a change in fire chief. The County shall have the right to inspect all books and accounts for the Fire Department at any time. Said inspection shall be conducted by the Orange County Fire Marshal and/or Orange County Finance Office and/or their designee. The following minimal performance standards are agreed upon by the County and the Fire Department and are a part of this contract:

- A. Response Time. Fire Department should have the goal of having a response time that exercises due diligence to responding to all emergencies when notified of the emergency.
- B. Personnel on Scene. Fire Department should have adopted standard operating guidelines that address the appropriate number of firefighters needed on all type fire calls. The National Incident Management System shall be used at all incidents to manage personnel.
- C. Training. Fire Department shall have the minimum standard training requirements set forth by the State of North Carolina and NC Department of Labor for providing fire and emergency services provided by the Fire Department. For purposes of this agreement emergency services includes both Medical Responder services, hazardous materials services, and rescue services.
- D. Fire Investigations. The Fire Department officer in charge at all fire scenes shall attempt to determine the cause and origin of every fire. When the officer in charge cannot determine the cause and origin of the fire, or if the cause is suspected to be of an incendiary nature, the officer in charge may request assistance from the Orange County Fire Marshal's Office.
- E. Reports. Fire Department shall keep all records according to state law for retention. All State and county required reports and rosters shall be submitted by the applicable deadlines.
- F. Fire Hydrants. The Fire Department should report any malfunctions or damage to hydrants to the owner of the water distribution system.

- G. Emergency/Disaster Response. Fire Department shall follow the Orange County Emergency Operation Framework (EOF) Policy when responding to an emergency or disaster.
  - H. State of Emergency. County requests that Fire Department, when available, assist with the following services, but not limited to, before, during, and following times of emergency/disaster: 1) Debris Clearance; 2) Traffic Control; 3) Alert and Warning; 4) Search and Rescue; 5) Evacuation Notification and Coordination; and 6) other life-saving and property protection measures as necessary. All operations shall be in accordance with the Orange County Orange County Emergency Operation Framework (EOF) Policy.
  - I. Medical Responder Services. When Fire Department provides Medical Responder Services assistance, it shall be done in accordance with the rules set forth by the Orange County Medical Director.
13. The Fire Department shall submit to an audit by a Certified Public Accountant, which will be paid for by the County, and shall be in conformity with General Accepted Accounting Principles. If an audit has already been performed by a certified entity, the Fire Department shall present the County with a copy of that audit. Such audit to be provided on or before December 31<sup>st</sup> of each year, and to be in conformity with the most recent audit policies of the County and the North Carolina Local Government Commission. Further, the fire department agrees to comply with County budgeting procedures including a mid-year financial statement and other procedures provided for by State Law and agree to submit budget estimates to the Board of Commissioners on the standard forms used by County departments. The Fire Department also agrees to use standard line items for accounting as requested by the County Finance Department.
- A. In the event that the audit reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, or any material weakness or significant deficiencies, the fire department shall provide a written statement to the county that contains an explanation of each issue and an action plan (with implementation timetable) for resolving each such issue, weakness and/or deficiency, and shall provide periodic reports to the county on progress made in resolution of each issue, weakness and/or deficiency. If resolution of such issues, weakness or deficiencies requires professional advice on the part of that fire department's (or county's) auditor, the fire department shall bear the cost of such advice.
  - B. Should the fire department fail to submit its audit report to the county within the above time period, the county will suspend all funds immediately until the audit is delivered as set forth above, except that the county's Chief Financial Officer may grant a reasonable submittal extension if the department is unable to deliver the audit for reasons beyond the control of the fire department or the auditor.
  - C. The fire department agrees that if its financial records are judged to be un-auditable for purposes of an audit or establishment of a budget by the county's chief financial officer or the independent audit firm, or

if a regular or special audit by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the fire department's Board of Directors will be notified by the county. At that time, the county and Board of Directors may jointly name a trustee who will assume responsibility for management and financial decision-making for the fire department until such time as the county and fire department's Board of Directors agree that the fire department's finances have been stabilized to the extent required to satisfy the financial management provisions of this contract.

14. The Fire Department shall comply with the County budgeting procedures, and shall submit annual budget estimates in accordance with established County budget timetables. A supporting letter of request for the proposed tax rate shall be signed by the Fire Department's president upon approval of its Board of Directors. The County will provide the Fire Department with standard forms for budget submission and the Fire Department shall use such standard forms.
15. The Fire Department shall comply with the State of North Carolina purchasing procedures for local governments as identified in Attachment #1, as well as other procedures provided for by state law.
16. The Fire Department shall file with the County Fire Marshal a true copy of its Articles of Incorporation, Bylaws, and shall furnish any changes made thereto not less than thirty (30) days prior to their effective dates. Further, the Fire Department agrees to amend its Articles of Incorporation and Bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as required by the provisions of Chapter 55A of the General Statutes of North Carolina. Should Fire Department be notified that it has failed to meet all minimum legal requirements for a North Carolina nonprofit corporation and/or failed to maintain its federal, state, or local tax-exempt status the Fire Department shall, within thirty (30) days of such notification, begin taking appropriate steps to remedy said failure. Should said failure not be appropriately remedied within ninety (90) days after such notification the County may withhold special district tax revenues until such time as the Fire Department meets all minimum legal requirements of Chapter 55A of the General Statutes of North Carolina and/or until such time as the Fire Department's tax-exempt status is restored.
17. In the event the Fire Department dissolves then the Fire Department shall deliver, release, and convey to the County all its equipment, cash, or other assets to be used by the County exclusively for the provision of fire protection services, rescue services, or Medical Responder services within the District. Any such dissolution shall comply with applicable laws of North Carolina. If Fire Department ceases to provide either fire protection services, rescue services, or Medical Responder services within the District Fire Department shall deliver, release, and convey to County all of its equipment, cash, or other assets used for those specific services the Fire Department has ceased to provide, to be used by the County exclusively for the provision of fire protection services, rescues services, or Medical Responder services within the District. Should the terms of this paragraph conflict with Fire Department's Articles of Incorporation the Articles of Incorporation shall control.

18. The Fire Department agrees to hold harmless and indemnify the County from and against any and all liability and expenses including attorney fees, court costs and other costs incurred by the County caused by any act or omission of the Fire Department, its agents and employees. The Department shall purchase and maintain, during the term of this Agreement, and any extension hereof, at least the following insurance coverage:
- A. Comprehensive Automobile Liability Insurance with combined single limits of at least one million dollars (\$1,000,000) per occurrence. Coverage shall be provided under a symbol "1". Coverage shall apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered insureds and volunteers and employees shall have coverage in excess of their personal auto liability limits when they are using their vehicles on behalf of the Fire Department. Fellow member liability shall be provided. Auto pollution liability shall be included in the coverage.
  - B. Auto physical damage shall be provided on an agreed value basis. Coverage shall be included for hire, borrowed or commandeered vehicles without a limit of liability. Coverage shall be provided to bring replacement vehicle up to the most current national standards, such as NFPA or DOT.
  - C. Comprehensive General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The aggregate shall apply per named insured and per insured location. The policy shall include the following coverage: Volunteers or employees as insureds, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both bodily injury and or property damage, Fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with limits of one million dollars (\$1,000,000), Pollution Liability arising out of emergency operations, training activities or equipment wash downs.
  - D. Directors and Officers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence with two million dollars (\$2,000,000) aggregate. This policy shall include coverage for prior acts. The insureds shall include current volunteers and employees, former volunteers and employees, and any persons or organizations providing service to the Department under a mutual aid or similar agreement. Coverage shall include civil rights type suits such as discrimination and sexual harassment; liability arising out of the administration of benefit plans for employees or volunteers and employment related practice suites. Coverage shall include claims made for future compensation and benefits lost from wrongful termination of an employee.
  - E. Umbrella Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The umbrella policy shall provide excess coverage over the Auto Liability Policy, General Liability Policy, and the Employer's Liability

Section of the Workers' Compensation Policy. Volunteers and employees shall be included as insureds.

- F. The Department shall maintain Property Insurance protecting against the risk of direct physical loss or damage. The policy covering the building shall be written on a Guaranteed Replacement Cost Basis, with coverage included for Building Ordinance, Flood, and Earthquake. Coverage shall include Commandeered Property in the amount of two-hundred fifty thousand dollars (\$250,000). Contents coverage shall be provided on a replacement cost basis. Coinsurance penalties shall not apply.
  - G. Portable Equipment Coverage shall be provided protecting against the risk of direct physical loss or damage, including electrical surges. Coverage shall be provided on a Guaranteed Replacement Cost Basis.
  - H. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County as an additional insured. The Department shall furnish the County with Certificates of Insurance showing the type of policy, limits of liability, name of insurance companies, policy numbers, effective dates and expiration dates of policies.
  - I. Workers' Compensation Insurance covering all volunteers and salaries firefighters meeting statutory limits in compliance with applicable State and Federal Laws.
  - J. Each policy shall also contain a ten (10) day notice to the County in the event of cancellation or modification of any stipulated insurance coverage.
19. In connection with the performance of this Agreement, the Fire Department agrees not to discriminate against any employee, member, or applicant for employment or membership because of race, color, national origin, religion, creed, ethnicity, sex, sexual orientation, age, disability, political affiliation, and Vietnam-Era or disabled veteran status. Employees, members and applicants must be competent and capable to perform the requirements of the job. The Fire Department agrees to take all reasonable measures to insure that applicants are employed, and that employees are treated appropriately, during their employment, without regard to their race, color, national origin, religion, creed, ethnicity, sex, sexual orientation, age, disability, political affiliation, and Vietnam-Era or disabled veteran status.
20. Term. This Agreement shall continue for a term of five (5) years unless terminated as hereinafter provided. This Agreement may be renewed for two additional five-year terms upon mutual agreement of the Parties. The Parties shall acknowledge their intent to renew this Agreement for an additional five year term in a writing signed by both Parties no later than six month before the end of the Term. Either Party may terminate this Agreement effective at the end of any fiscal year by giving the other Party notice at least one (1) year in advance of the end of the fiscal year that the Agreement is to terminate.
21. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings related to the

subject matter hereto. This Agreement may not be changed or terminated except in writing and as provided herein, and no notice shall be effective unless evidenced by a written instrument duly executed by the Party or Parties, hereto.

22. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address identified on the signature page of this Agreement and delivered either in person, by email, by facsimile, by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt.
23. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties. The Parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
24. That this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this Agreement may not be assigned by either party without prior written consent of the other party, which may be withheld in the sole discretion of a party.
25. No act or failure to act by the County or the Fire Department shall constitute a waiver of any right or duty granted to the Parties by the terms of this Agreement. Nor shall any act or failure to act constitute any approval except as specifically agreed to in writing.
26. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina. By executing this Agreement Fire Department affirms that Fire Department is and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Fire Department certifies that Fire Department has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Fire Department certifies that they have not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.
27. Fire Department shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php).) Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.

28. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.

IN WITNESS WHEREOF, the County has caused this instrument to be executed by the Chairperson of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors.

Acknowledged and agreed to the day and date first above recorded.

**ORANGE COUNTY**

**FIRE DEPARTMENT**

BY: \_\_\_\_\_  
Chair

BY: \_\_\_\_\_  
President

Address:

Address:

Contact Person:

Contact Person:

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk Board of Commissioners

\_\_\_\_\_  
Secretary

(County Seal)

(Corporate Seal)

Attachment 1

# Dollar Thresholds in North Carolina Public Contracting Statutes



Dollar limits and statutory authority current as of November 1, 2015

Requirement	Threshold	Statute
<b>Formal bidding</b>	<i>(estimated cost of contract)</i>	
Construction or repair contracts	\$500,000 and above	G.S. 143-129
Purchase of apparatus, supplies, materials, and equipment	\$90,000 and above	G.S. 143-129
<b>Informal bidding</b>	<i>(actual cost of contract)</i>	
Construction or repair contracts	\$30,000 to formal limit	G.S. 143-131
Purchase of apparatus, supplies, materials, and equipment	\$30,000 to formal limit	G.S. 143-131
<b>Construction methods authorized for building projects</b>	Over \$300,000 <i>(estimated cost of project)</i>	G.S. 143-128(a1)
Separate Prime		
Single Prime		
Dual Bidding		
Construction Management at Risk (G.S. 143-128.1)		
Design-Build and Design-Build Bridging (G.S. 143-128.1A; G.S. 143-128.1B)		
Public Private Partnership (P3) (G.S. 143-128.1C)		
<b>Historically Underutilized Business (HUB) requirements</b>		
Building construction or repair projects		
– Projects with state funding ( <i>verifiable 10% goal required</i> )	\$100,000 or more	G.S. 143-128.2(a)
– Locally funded projects ( <i>formal HUB requirements</i> )	\$300,000 or more	G.S. 143-128.2(j)
– Projects in informal bidding range ( <i>informal HUB requirements</i> )	\$30,000 to \$500,000*	G.S. 143-131(b)
<i>*Note: Formal HUB requirements should be used for informally bid projects costing between \$300,000 and \$500,000</i>		
<b>Limit on use of own forces (force account work)</b>	<i>(not to exceed)</i>	G.S. 143-135
Construction or repair projects	\$500,000 (total project cost) or \$200,000 (labor only cost)	
<b>Bid bond or deposit</b>		
Construction or repair contracts ( <i>at least 5% of bid amount</i> )	Formal bids (\$500,000 and above)	G.S.143-129(b)
Purchase contracts	Not required	
<b>Performance/Payment bonds</b>		
Construction or repair contracts ( <i>100% of contract amount</i> )	Each contract over \$50,000 of project costing over \$300,000	G.S. 143-129(c); G.S. 44A-26
Purchase contracts	Not required	
<b>General contractor's license required</b>	\$30,000 and above	G.S. 87-1
Exemption	Force account work ( <i>see above</i> )	
Owner-builder affidavit required	Force account work ( <i>see above</i> )	G.S. 87-14(a)(1)
<b>Use of licensed architect or engineer required</b>		
Nonstructural work	\$300,000 and above	G.S. 133-1.1(a)
Structural repair, additions, or new construction	\$135,000 and above	
Repair work affecting life safety systems	\$100,000 and above	
<b>Selection of architect, engineer, surveyor, construction manager at risk, or design-build contractor</b>		
"Qualification-Based Selection" procedure (QBS)	All contracts unless exempted	G.S. 143-64.31
Exemption authorized	Only projects where estimated fee is less than \$50,000	G.S. 143-64.32

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**STATE OF NORTH CAROLINA  
ORANGE COUNTY**

**FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT**

**THIS AGREEMENT** (this "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Orange County, hereinafter referred to as the "County" and Cedar Grove Fire Department, hereinafter referred to as the "Fire Department", referred to herein as "Party" and/or collectively as the "Parties".

**WITNESSETH:**

1. County created the Cedar Grove Fire Protection District (the "District") as a special tax district pursuant to Chapter 69 of the North Carolina General Statutes and desires to contract with Fire Department for fire protection and other services as set out herein.
2. Pursuant to §NCGS 69-25.4 the County agrees that it will cause to be assessed or levied a special tax of not more than Fifteen cents (\$.15) per one-hundred dollar (\$100) valuation of all real and personal property in the District unless otherwise limited or prohibited by law or a vote of the people, and will collect said tax as a part of the ad valorem taxes of Orange County; provided however, the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Fire Department to the County as approved by the Orange County Board of Commissioners in its annual budget or as they may otherwise determine.
3. That a special or separate fund shall be maintained by the County for funds collected as a result of said special tax.
4. That from said special tax district the Board of County Commissioners will approve a Fire Protection District tax rate and Annual Budget for the Fire Department. The County agrees to remit quarterly payments, by the 15<sup>th</sup> day of the first month of each quarter. The total quarterly payments to the fire department will equal the annual budget.
5. The Fire Department shall provide and furnish adequate fire protection services and shall provide the necessary equipment, personnel, and other resources as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all persons and property located within the District. Fire Department currently has an insurance rating of Class \_\_\_\_\_, and during the term of this Agreement will maintain at least a 9E insurance rating. Fire Department will furnish fire and rescue services free of charge to all persons and individuals within the District (excluding non-public commercial transportation). Fire Department shall strive to maintain the current ISO rating of \_\_\_\_\_ or look to achieve an ISO rating of \_\_\_\_\_ (or better). This section does not preclude the Fire Department from charging a pre-arranged nominal fee when standing by for special events.
6. That all funds paid to the Fire Department by the County shall be used exclusively by the Fire Department to provide fire protection services within the District (See Exhibit

- 1), and the Fire Department may also use said funds to provide Medical Responder and rescue services within the District, and to pay other legitimate fire, rescue, and Medical Responder expenses attributable to the services rendered within the District. This does not preclude mutual aid agreements.
7. The Fire Department shall provide Medical Responder Services within the District. Medical Responder Services are defined as the provision of Basic Life Support treatment as needed until such time as more highly trained personnel arrive on scene. Such Medical Responder Services may be provided through mutual aid agreements or through third party contracts
  8. The Fire Department shall provide Hazardous Materials Response Services according to the North Carolina Department of Insurance North Carolina Fire Rescue Commission Haz-Mat 1 Responder level for all operational responses in the district. Hazardous Materials Response Services are defined as defensive actions necessary to protect life, property and the environment from the effects of the release.
  9. The Fire Department shall provide Rescue Services to all persons and individuals within the District. Rescue Services are defined as the removal, extrication, or freeing of individuals from vehicle confinement or danger. Fire Department shall maintain any current rescue certifications through the Rescue Association. Such Rescue Services may be provided through mutual aid agreements or through third party contracts.
  10. Notwithstanding Section 6 above Fire Department may provide fire protection services outside the District subject to the following terms and conditions:
    - A. That Fire Department is authorized to extend their primary insurance fire protection services in surrounding fire insurance districts to better serve the citizens by eliminating a class 10 area in the neighboring fire district. The fire department shall provide a notarized agreement between the fire departments submitted to the fire marshal for processing to the Board of County Commissioners.
    - B. Fire Department shall not expend any funds or resources appropriated for the use of persons and individuals in the Cane Creek Fire District for the primary fire protection services outside the area of surrounding response districts. In the event any such expenditure occurs for primary fire protection outside of their insurance response to a neighboring district, the Fire Department shall immediately notify the County and Fire Department shall take corrective measures to rectify the expenditure and to ensure such expenditure shall not be repeated. This does not preclude fire departments in the county to expend funds toward a fire district in this county for the creation and use of a joint facility to be utilized for training in fire, rescue and other emergency services.
  11. That Fire Department shall enter into an agreement with surrounding Departments in which the Fire Department provides compensation to those surrounding Departments for their availability and service providing primary fire protection services in an Orange Rural Class 10 insurance response areas.

12. In providing the services contemplated herein the Fire Department shall operate in compliance with all applicable State and local laws and regulations including, but not limited to the North Carolina Fire Incident Reporting System (G.S. 58-79-45, NC Administrative Code, §.0402). The Fire Department shall submit electronic incident reports on a quarterly basis to the Office of the North Carolina State Fire Marshal. The Fire Department further agrees to notify the Orange County Fire Marshal's Office of the annual corporation meeting and provide a current list of its Board of Directors no later than 14 days after the by-laws declare new members take office. The Fire Department shall provide a copy of the certified personnel roster submitted to the N.C. State Firefighter Association to the Fire Marshal's Office at the time of submission to the association. The fire department agrees to work with Emergency Management to resource type personnel, apparatus including pump and tank size, and specialized fire suppression equipment in Salamander or other software used by Emergency Services. The fire department shall immediately notify the Fire Marshal's Office where there is a change in fire chief. The County shall have the right to inspect all books and accounts for the Fire Department at any time. Said inspection shall be conducted by the Orange County Fire Marshal and/or Orange County Finance Office and/or their designee. The following minimal performance standards are agreed upon by the County and the Fire Department and are a part of this contract:

- A. Response Time. Fire Department should have the goal of having a response time that exercises due diligence to responding to all emergencies when notified of the emergency.
- B. Personnel on Scene. Fire Department should have adopted standard operating guidelines that address the appropriate number of firefighters needed on all type fire calls. The National Incident Management System shall be used at all incidents to manage personnel.
- C. Training. Fire Department shall have the minimum standard training requirements set forth by the State of North Carolina and NC Department of Labor for providing fire and emergency services provided by the Fire Department. For purposes of this agreement emergency services includes both Medical Responder services, hazardous materials services, and rescue services.
- D. Fire Investigations. The Fire Department officer in charge at all fire scenes shall attempt to determine the cause and origin of every fire. When the officer in charge cannot determine the cause and origin of the fire, or if the cause is suspected to be of an incendiary nature, the officer in charge may request assistance from the Orange County Fire Marshal's Office.
- E. Reports. Fire Department shall keep all records according to state law for retention. All State and county required reports and rosters shall be submitted by the applicable deadlines.
- F. Fire Hydrants. The Fire Department should report any malfunctions or damage to hydrants to the owner of the water distribution system.

- G. Emergency/Disaster Response. Fire Department shall follow the Orange County Emergency Operation Framework (EOF) Policy when responding to an emergency or disaster.
  - H. State of Emergency. County requests that Fire Department, when available, assist with the following services, but not limited to, before, during, and following times of emergency/disaster: 1) Debris Clearance; 2) Traffic Control; 3) Alert and Warning; 4) Search and Rescue; 5) Evacuation Notification and Coordination; and 6) other life-saving and property protection measures as necessary. All operations shall be in accordance with the Orange County Orange County Emergency Operation Framework (EOF) Policy.
  - I. Medical Responder Services. When Fire Department provides Medical Responder Services assistance, it shall be done in accordance with the rules set forth by the Orange County Medical Director.
13. The Fire Department shall submit to an audit by a Certified Public Accountant, which will be paid for by the County, and shall be in conformity with General Accepted Accounting Principles. If an audit has already been performed by a certified entity, the Fire Department shall present the County with a copy of that audit. Such audit to be provided on or before December 31<sup>st</sup> of each year, and to be in conformity with the most recent audit policies of the County and the North Carolina Local Government Commission. Further, the fire department agrees to comply with County budgeting procedures including a mid-year financial statement and other procedures provided for by State Law and agree to submit budget estimates to the Board of Commissioners on the standard forms used by County departments. The Fire Department also agrees to use standard line items for accounting as requested by the County Finance Department.
- A. In the event that the audit reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, or any material weakness or significant deficiencies, the fire department shall provide a written statement to the county that contains an explanation of each issue and an action plan (with implementation timetable) for resolving each such issue, weakness and/or deficiency, and shall provide periodic reports to the county on progress made in resolution of each issue, weakness and/or deficiency. If resolution of such issues, weakness or deficiencies requires professional advice on the part of that fire department's (or county's) auditor, the fire department shall bear the cost of such advice.
  - B. Should the fire department fail to submit its audit report to the county within the above time period, the county will suspend all funds immediately until the audit is delivered as set forth above, except that the county's Chief Financial Officer may grant a reasonable submittal extension if the department is unable to deliver the audit for reasons beyond the control of the fire department or the auditor.
  - C. The fire department agrees that if its financial records are judged to be un-auditable for purposes of an audit or establishment of a budget

by the county's chief financial officer or the independent audit firm, or if a regular or special audit by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the fire department's Board of Directors will be notified by the county. At that time, the county and Board of Directors may jointly name a trustee who will assume responsibility for management and financial decision-making for the fire department until such time as the county and fire department's Board of Directors agree that the fire department's finances have been stabilized to the extent required to satisfy the financial management provisions of this contract.

14. The Fire Department shall comply with the County budgeting procedures, and shall submit annual budget estimates in accordance with established County budget timetables. A supporting letter of request for the proposed tax rate shall be signed by the Fire Department's president upon approval of its Board of Directors. The County will provide the Fire Department with standard forms for budget submission and the Fire Department shall use such standard forms.
15. The Fire Department shall comply with the State of North Carolina purchasing procedures for local governments as identified in Attachment #1, as well as other procedures provided for by state law.
16. The Fire Department shall file with the County Fire Marshal a true copy of its Articles of Incorporation, Bylaws, and shall furnish any changes made thereto not less than thirty (30) days prior to their effective dates. Further, the Fire Department agrees to amend its Articles of Incorporation and Bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as required by the provisions of Chapter 55A of the General Statutes of North Carolina. Should Fire Department be notified that it has failed to meet all minimum legal requirements for a North Carolina nonprofit corporation and/or failed to maintain its federal, state, or local tax-exempt status the Fire Department shall, within thirty (30) days of such notification, begin taking appropriate steps to remedy said failure. Should said failure not be appropriately remedied within ninety (90) days after such notification the County may withhold special district tax revenues until such time as the Fire Department meets all minimum legal requirements of Chapter 55A of the General Statutes of North Carolina and/or until such time as the Fire Department's tax-exempt status is restored.
17. In the event the Fire Department dissolves then the Fire Department shall deliver, release, and convey to the County all its equipment, cash, or other assets to be used by the County exclusively for the provision of fire protection services, rescue services, or Medical Responder services within the District. Any such dissolution shall comply with applicable laws of North Carolina. If Fire Department ceases to provide either fire protection services, rescue services, or Medical Responder services within the District Fire Department shall deliver, release, and convey to County all of its equipment, cash, or other assets used for those specific services the Fire Department has ceased to provide, to be used by the County exclusively for the provision of fire protection services, rescues services, or Medical Responder

services within the District. Should the terms of this paragraph conflict with Fire Department's Articles of Incorporation the Articles of Incorporation shall control.

18. The Fire Department agrees to hold harmless and indemnify the County from and against any and all liability and expenses including attorney fees, court costs and other costs incurred by the County caused by any act or omission of the Fire Department, its agents and employees. The Department shall purchase and maintain, during the term of this Agreement, and any extension hereof, at least the following insurance coverage:
- A. Comprehensive Automobile Liability Insurance with combined single limits of at least one million dollars (\$1,000,000) per occurrence. Coverage shall be provided under a symbol "1". Coverage shall apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered insureds and volunteers and employees shall have coverage in excess of their personal auto liability limits when they are using their vehicles on behalf of the Fire Department. Fellow member liability shall be provided. Auto pollution liability shall be included in the coverage.
  - B. Auto physical damage shall be provided on an agreed value basis. Coverage shall be included for hire, borrowed or commandeered vehicles without a limit of liability. Coverage shall be provided to bring replacement vehicle up to the most current national standards, such as NFPA or DOT.
  - C. Comprehensive General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The aggregate shall apply per named insured and per insured location. The policy shall include the following coverage: Volunteers or employees as insureds, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both bodily injury and or property damage, Fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with limits of one million dollars (\$1,000,000), Pollution Liability arising out of emergency operations, training activities or equipment wash downs.
  - D. Directors and Officers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence with two million dollars (\$2,000,000) aggregate. This policy shall include coverage for prior acts. The insureds shall include current volunteers and employees, former volunteers and employees, and any persons or organizations providing service to the Department under a mutual aid or similar agreement. Coverage shall include civil rights type suits such as discrimination and sexual harassment; liability arising out of the administration of benefit plans for employees or volunteers and employment related practice suites. Coverage shall include claims made for future compensation and benefits lost from wrongful termination of an employee.
  - E. Umbrella Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000)

aggregate. The umbrella policy shall provide excess coverage over the Auto Liability Policy, General Liability Policy, and the Employer's Liability Section of the Workers' Compensation Policy. Volunteers and employees shall be included as insureds.

- F. The Department shall maintain Property Insurance protecting against the risk of direct physical loss or damage. The policy covering the building shall be written on a Guaranteed Replacement Cost Basis, with coverage included for Building Ordinance, Flood, and Earthquake. Coverage shall include Commandeered Property in the amount of two-hundred fifty thousand dollars (\$250,000). Contents coverage shall be provided on a replacement cost basis. Coinsurance penalties shall not apply.
  - G. Portable Equipment Coverage shall be provided protecting against the risk of direct physical loss or damage, including electrical surges. Coverage shall be provided on a Guaranteed Replacement Cost Basis.
  - H. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County as an additional insured. The Department shall furnish the County with Certificates of Insurance showing the type of policy, limits of liability, name of insurance companies, policy numbers, effective dates and expiration dates of policies.
  - I. Workers' Compensation Insurance covering all volunteers and salaries firefighters meeting statutory limits in compliance with applicable State and Federal Laws.
  - J. Each policy shall also contain a ten (10) day notice to the County in the event of cancellation or modification of any stipulated insurance coverage.
19. In connection with the performance of this Agreement, the Fire Department agrees not to discriminate against any employee, member, or applicant for employment or membership because of race, color, national origin, religion, creed, ethnicity, sex, sexual orientation, age, disability, political affiliation, and Vietnam-Era or disabled veteran status. Employees, members and applicants must be competent and capable to perform the requirements of the job. The Fire Department agrees to take all reasonable measures to insure that applicants are employed, and that employees are treated appropriately, during their employment, without regard to their race, color, national origin, religion, creed, ethnicity, sex, sexual orientation, age, disability, political affiliation, and Vietnam-Era or disabled veteran status.
20. Term. This Agreement shall continue for a term of five (5) years unless terminated as hereinafter provided. This Agreement may be renewed for two additional five-year terms upon mutual agreement of the Parties. The Parties shall acknowledge their intent to renew this Agreement for an additional five year term in a writing signed by both Parties no later than six month before the end of the Term. Either Party may terminate this Agreement effective at the end of any fiscal year by giving the other Party notice at least one (1) year in advance of the end of the fiscal year that the Agreement is to terminate.

21. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings related to the subject matter hereto. This Agreement may not be changed or terminated except in writing and as provided herein, and no notice shall be effective unless evidenced by a written instrument duly executed by the Party or Parties, hereto.
22. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address identified on the signature page of this Agreement and delivered either in person, by email, by facsimile, by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt.
23. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties. The Parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
24. That this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this Agreement may not be assigned by either party without prior written consent of the other party, which may be withheld in the sole discretion of a party.
25. No act or failure to act by the County or the Fire Department shall constitute a waiver of any right or duty granted to the Parties by the terms of this Agreement. Nor shall any act or failure to act constitute any approval except as specifically agreed to in writing.
26. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina. By executing this Agreement Fire Department affirms that Fire Department is and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Fire Department certifies that Fire Department has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Fire Department certifies that they have not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.
27. Fire Department shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php).) Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.

28. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.

IN WITNESS WHEREOF, the County has caused this instrument to be executed by the Chairperson of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors.

Acknowledged and agreed to the day and date first above recorded.

**ORANGE COUNTY**

**FIRE DEPARTMENT**

BY: \_\_\_\_\_  
Chair

BY: \_\_\_\_\_  
President

Address:

Address:

Contact Person:

Contact Person:

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk Board of Commissioners

\_\_\_\_\_  
Secretary

(County Seal)

(Corporate Seal)

Attachment 1

# Dollar Thresholds in North Carolina Public Contracting Statutes



Dollar limits and statutory authority current as of November 1, 2015

Requirement	Threshold	Statute
<b>Formal bidding</b>	<i>(estimated cost of contract)</i>	
Construction or repair contracts	\$500,000 and above	G.S. 143-129
Purchase of apparatus, supplies, materials, and equipment	\$90,000 and above	G.S. 143-129
<b>Informal bidding</b>	<i>(actual cost of contract)</i>	
Construction or repair contracts	\$30,000 to formal limit	G.S. 143-131
Purchase of apparatus, supplies, materials, and equipment	\$30,000 to formal limit	G.S. 143-131
<b>Construction methods authorized for building projects</b>	Over \$300,000 <i>(estimated cost of project)</i>	G.S. 143-128(a1)
Separate Prime		
Single Prime		
Dual Bidding		
Construction Management at Risk (G.S. 143-128.1)		
Design-Build and Design-Build Bridging (G.S. 143-128.1A; G.S. 143-128.1B)		
Public Private Partnership (P3) (G.S. 143-128.1C)		
<b>Historically Underutilized Business (HUB) requirements</b>		
Building construction or repair projects		
– Projects with state funding ( <i>verifiable 10% goal required</i> )	\$100,000 or more	G.S. 143-128.2(a)
– Locally funded projects ( <i>formal HUB requirements</i> )	\$300,000 or more	G.S. 143-128.2(j)
– Projects in informal bidding range ( <i>informal HUB requirements</i> )	\$30,000 to \$500,000*	G.S. 143-131(b)
<i>*Note: Formal HUB requirements should be used for informally bid projects costing between \$300,000 and \$500,000</i>		
<b>Limit on use of own forces (force account work)</b>	<i>(not to exceed)</i>	G.S. 143-135
Construction or repair projects	\$500,000 (total project cost) or \$200,000 (labor only cost)	
<b>Bid bond or deposit</b>		
Construction or repair contracts ( <i>at least 5% of bid amount</i> )	Formal bids (\$500,000 and above)	G.S.143-129(b)
Purchase contracts	Not required	
<b>Performance/Payment bonds</b>		
Construction or repair contracts ( <i>100% of contract amount</i> )	Each contract over \$50,000 of project costing over \$300,000	G.S. 143-129(c); G.S. 44A-26
Purchase contracts	Not required	
<b>General contractor's license required</b>	\$30,000 and above	G.S. 87-1
Exemption	Force account work ( <i>see above</i> )	
Owner-builder affidavit required	Force account work ( <i>see above</i> )	G.S. 87-14(a)(1)
<b>Use of licensed architect or engineer required</b>		
Nonstructural work	\$300,000 and above	G.S. 133-1.1(a)
Structural repair, additions, or new construction	\$135,000 and above	
Repair work affecting life safety systems	\$100,000 and above	
<b>Selection of architect, engineer, surveyor, construction manager at risk, or design-build contractor</b>		
"Qualification-Based Selection" procedure (QBS)	All contracts unless exempted	G.S. 143-64.31
Exemption authorized	Only projects where estimated fee is less than \$50,000	G.S. 143-64.32

From *A Legal Guide to Purchasing and Contracting for North Carolina Local Governments*, 2nd ed., by Frayda S. Bluestein,  
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- F. Fire Hydrants. The Fire Department should report any malfunctions or damage to hydrants to the owner of the water distribution system.

- G. Emergency/Disaster Response. Fire Department shall follow the Orange County Emergency Operation Framework (EOF) Policy when responding to an emergency or disaster.
  - H. State of Emergency. County requests that Fire Department, when available, assist with the following services, but not limited to, before, during, and following times of emergency/disaster: 1) Debris Clearance; 2) Traffic Control; 3) Alert and Warning; 4) Search and Rescue; 5) Evacuation Notification and Coordination; and 6) other life-saving and property protection measures as necessary. All operations shall be in accordance with the Orange County Orange County Emergency Operation Framework (EOF) Policy.
  - I. Medical Responder Services. When Fire Department provides Medical Responder Services assistance, it shall be done in accordance with the rules set forth by the Orange County Medical Director.
13. The Fire Department shall submit to an audit by a Certified Public Accountant, which will be paid for by the County, and shall be in conformity with General Accepted Accounting Principles. If an audit has already been performed by a certified entity, the Fire Department shall present the County with a copy of that audit. Such audit to be provided on or before December 31<sup>st</sup> of each year, and to be in conformity with the most recent audit policies of the County and the North Carolina Local Government Commission. Further, the fire department agrees to comply with County budgeting procedures including a mid-year financial statement and other procedures provided for by State Law and agree to submit budget estimates to the Board of Commissioners on the standard forms used by County departments. The Fire Department also agrees to use standard line items for accounting as requested by the County Finance Department.
- A. In the event that the audit reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, or any material weakness or significant deficiencies, the fire department shall provide a written statement to the county that contains an explanation of each issue and an action plan (with implementation timetable) for resolving each such issue, weakness and/or deficiency, and shall provide periodic reports to the county on progress made in resolution of each issue, weakness and/or deficiency. If resolution of such issues, weakness or deficiencies requires professional advice on the part of that fire department's (or county's) auditor, the fire department shall bear the cost of such advice.
  - B. Should the fire department fail to submit its audit report to the county within the above time period, the county will suspend all funds immediately until the audit is delivered as set forth above, except that the county's Chief Financial Officer may grant a reasonable submittal extension if the department is unable to deliver the audit for reasons beyond the control of the fire department or the auditor.
  - C. The fire department agrees that if its financial records are judged to be un-auditable for purposes of an audit or establishment of a budget by the county's chief financial officer or the independent audit firm, or

if a regular or special audit by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the fire department's Board of Directors will be notified by the county. At that time, the county and Board of Directors may jointly name a trustee who will assume responsibility for management and financial decision-making for the fire department until such time as the county and fire department's Board of Directors agree that the fire department's finances have been stabilized to the extent required to satisfy the financial management provisions of this contract.

14. The Fire Department shall comply with the County budgeting procedures, and shall submit annual budget estimates in accordance with established County budget timetables. A supporting letter of request for the proposed tax rate shall be signed by the Fire Department's president upon approval of its Board of Directors. The County will provide the Fire Department with standard forms for budget submission and the Fire Department shall use such standard forms.
15. The Fire Department shall comply with the State of North Carolina purchasing procedures for local governments as identified in Attachment #1, as well as other procedures provided for by state law.
16. The Fire Department shall file with the County Fire Marshal a true copy of its Articles of Incorporation, Bylaws, and shall furnish any changes made thereto not less than thirty (30) days prior to their effective dates. Further, the Fire Department agrees to amend its Articles of Incorporation and Bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as required by the provisions of Chapter 55A of the General Statutes of North Carolina. Should Fire Department be notified that it has failed to meet all minimum legal requirements for a North Carolina nonprofit corporation and/or failed to maintain its federal, state, or local tax-exempt status the Fire Department shall, within thirty (30) days of such notification, begin taking appropriate steps to remedy said failure. Should said failure not be appropriately remedied within ninety (90) days after such notification the County may withhold special district tax revenues until such time as the Fire Department meets all minimum legal requirements of Chapter 55A of the General Statutes of North Carolina and/or until such time as the Fire Department's tax-exempt status is restored.
17. In the event the Fire Department dissolves then the Fire Department shall deliver, release, and convey to the County all its equipment, cash, or other assets to be used by the County exclusively for the provision of fire protection services, rescue services, or Medical Responder services within the District. Any such dissolution shall comply with applicable laws of North Carolina. If Fire Department ceases to provide either fire protection services, rescue services, or Medical Responder services within the District Fire Department shall deliver, release, and convey to County all of its equipment, cash, or other assets used for those specific services the Fire Department has ceased to provide, to be used by the County exclusively for the provision of fire protection services, rescues services, or Medical Responder services within the District. Should the terms of this paragraph conflict with Fire Department's Articles of Incorporation the Articles of Incorporation shall control.

18. The Fire Department agrees to hold harmless and indemnify the County from and against any and all liability and expenses including attorney fees, court costs and other costs incurred by the County caused by any act or omission of the Fire Department, its agents and employees. The Department shall purchase and maintain, during the term of this Agreement, and any extension hereof, at least the following insurance coverage:
- A. Comprehensive Automobile Liability Insurance with combined single limits of at least one million dollars (\$1,000,000) per occurrence. Coverage shall be provided under a symbol "1". Coverage shall apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered insureds and volunteers and employees shall have coverage in excess of their personal auto liability limits when they are using their vehicles on behalf of the Fire Department. Fellow member liability shall be provided. Auto pollution liability shall be included in the coverage.
  - B. Auto physical damage shall be provided on an agreed value basis. Coverage shall be included for hire, borrowed or commandeered vehicles without a limit of liability. Coverage shall be provided to bring replacement vehicle up to the most current national standards, such as NFPA or DOT.
  - C. Comprehensive General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The aggregate shall apply per named insured and per insured location. The policy shall include the following coverage: Volunteers or employees as insureds, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both bodily injury and or property damage, Fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with limits of one million dollars (\$1,000,000), Pollution Liability arising out of emergency operations, training activities or equipment wash downs.
  - D. Directors and Officers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence with two million dollars (\$2,000,000) aggregate. This policy shall include coverage for prior acts. The insureds shall include current volunteers and employees, former volunteers and employees, and any persons or organizations providing service to the Department under a mutual aid or similar agreement. Coverage shall include civil rights type suits such as discrimination and sexual harassment; liability arising out of the administration of benefit plans for employees or volunteers and employment related practice suites. Coverage shall include claims made for future compensation and benefits lost from wrongful termination of an employee.
  - E. Umbrella Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The umbrella policy shall provide excess coverage over the Auto Liability Policy, General Liability Policy, and the Employer's Liability

Section of the Workers' Compensation Policy. Volunteers and employees shall be included as insureds.

- F. The Department shall maintain Property Insurance protecting against the risk of direct physical loss or damage. The policy covering the building shall be written on a Guaranteed Replacement Cost Basis, with coverage included for Building Ordinance, Flood, and Earthquake. Coverage shall include Commandeered Property in the amount of two-hundred fifty thousand dollars (\$250,000). Contents coverage shall be provided on a replacement cost basis. Coinsurance penalties shall not apply.
  - G. Portable Equipment Coverage shall be provided protecting against the risk of direct physical loss or damage, including electrical surges. Coverage shall be provided on a Guaranteed Replacement Cost Basis.
  - H. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County as an additional insured. The Department shall furnish the County with Certificates of Insurance showing the type of policy, limits of liability, name of insurance companies, policy numbers, effective dates and expiration dates of policies.
  - I. Workers' Compensation Insurance covering all volunteers and salaries firefighters meeting statutory limits in compliance with applicable State and Federal Laws.
  - J. Each policy shall also contain a ten (10) day notice to the County in the event of cancellation or modification of any stipulated insurance coverage.
19. In connection with the performance of this Agreement, the Fire Department agrees not to discriminate against any employee, member, or applicant for employment or membership because of race, color, national origin, religion, creed, ethnicity, sex, sexual orientation, age, disability, political affiliation, and Vietnam-Era or disabled veteran status. Employees, members and applicants must be competent and capable to perform the requirements of the job. The Fire Department agrees to take all reasonable measures to insure that applicants are employed, and that employees are treated appropriately, during their employment, without regard to their race, color, national origin, religion, creed, ethnicity, sex, sexual orientation, age, disability, political affiliation, and Vietnam-Era or disabled veteran status.
20. Term. This Agreement shall continue for a term of five (5) years unless terminated as hereinafter provided. This Agreement may be renewed for two additional five-year terms upon mutual agreement of the Parties. The Parties shall acknowledge their intent to renew this Agreement for an additional five year term in a writing signed by both Parties no later than six month before the end of the Term. Either Party may terminate this Agreement effective at the end of any fiscal year by giving the other Party notice at least one (1) year in advance of the end of the fiscal year that the Agreement is to terminate.
21. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings related to the

- subject matter hereto. This Agreement may not be changed or terminated except in writing and as provided herein, and no notice shall be effective unless evidenced by a written instrument duly executed by the Party or Parties, hereto.
22. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address identified on the signature page of this Agreement and delivered either in person, by email, by facsimile, by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt.
  23. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties. The Parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
  24. That this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this Agreement may not be assigned by either party without prior written consent of the other party, which may be withheld in the sole discretion of a party.
  25. No act or failure to act by the County or the Fire Department shall constitute a waiver of any right or duty granted to the Parties by the terms of this Agreement. Nor shall any act or failure to act constitute any approval except as specifically agreed to in writing.
  26. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina. By executing this Agreement Fire Department affirms that Fire Department is and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Fire Department certifies that Fire Department has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Fire Department certifies that they have not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.
  27. Fire Department shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php).) Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.

28. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.

IN WITNESS WHEREOF, the County has caused this instrument to be executed by the Chairperson of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors.

Acknowledged and agreed to the day and date first above recorded.

**ORANGE COUNTY**

**FIRE DEPARTMENT**

BY: \_\_\_\_\_  
Chair

BY: \_\_\_\_\_  
President

Address:

Address:

Contact Person:

Contact Person:

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk Board of Commissioners

\_\_\_\_\_  
Secretary

(County Seal)

(Corporate Seal)

Attachment 1

# Dollar Thresholds in North Carolina Public Contracting Statutes



Dollar limits and statutory authority current as of November 1, 2015

Requirement	Threshold	Statute
<b>Formal bidding</b>	<i>(estimated cost of contract)</i>	
Construction or repair contracts	\$500,000 and above	G.S. 143-129
Purchase of apparatus, supplies, materials, and equipment	\$90,000 and above	G.S. 143-129
<b>Informal bidding</b>	<i>(actual cost of contract)</i>	
Construction or repair contracts	\$30,000 to formal limit	G.S. 143-131
Purchase of apparatus, supplies, materials, and equipment	\$30,000 to formal limit	G.S. 143-131
<b>Construction methods authorized for building projects</b>	Over \$300,000 <i>(estimated cost of project)</i>	G.S. 143-128(a1)
Separate Prime		
Single Prime		
Dual Bidding		
Construction Management at Risk (G.S. 143-128.1)		
Design-Build and Design-Build Bridging (G.S. 143-128.1A; G.S. 143-128.1B)		
Public Private Partnership (P3) (G.S. 143-128.1C)		
<b>Historically Underutilized Business (HUB) requirements</b>		
Building construction or repair projects		
– Projects with state funding ( <i>verifiable 10% goal required</i> )	\$100,000 or more	G.S. 143-128.2(a)
– Locally funded projects ( <i>formal HUB requirements</i> )	\$300,000 or more	G.S. 143-128.2(j)
– Projects in informal bidding range ( <i>informal HUB requirements</i> )	\$30,000 to \$500,000*	G.S. 143-131(b)
<i>*Note: Formal HUB requirements should be used for informally bid projects costing between \$300,000 and \$500,000</i>		
<b>Limit on use of own forces (force account work)</b>	<i>(not to exceed)</i>	G.S. 143-135
Construction or repair projects	\$500,000 (total project cost) or \$200,000 (labor only cost)	
<b>Bid bond or deposit</b>		
Construction or repair contracts ( <i>at least 5% of bid amount</i> )	Formal bids (\$500,000 and above)	G.S.143-129(b)
Purchase contracts	Not required	
<b>Performance/Payment bonds</b>		
Construction or repair contracts ( <i>100% of contract amount</i> )	Each contract over \$50,000 of project costing over \$300,000	G.S. 143-129(c); G.S. 44A-26
Purchase contracts	Not required	
<b>General contractor's license required</b>	\$30,000 and above	G.S. 87-1
Exemption	Force account work ( <i>see above</i> )	
Owner-builder affidavit required	Force account work ( <i>see above</i> )	G.S. 87-14(a)(1)
<b>Use of licensed architect or engineer required</b>		
Nonstructural work	\$300,000 and above	G.S. 133-1.1(a)
Structural repair, additions, or new construction	\$135,000 and above	
Repair work affecting life safety systems	\$100,000 and above	
<b>Selection of architect, engineer, surveyor, construction manager at risk, or design-build contractor</b>		
"Qualification-Based Selection" procedure (QBS)	All contracts unless exempted	G.S. 143-64.31
Exemption authorized	Only projects where estimated fee is less than \$50,000	G.S. 143-64.32

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**STATE OF NORTH CAROLINA  
ORANGE COUNTY**

**FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT**

**THIS AGREEMENT** (this "Agreement"), made and entered into this            day of            , 20            by and between Orange County, hereinafter referred to as the "County" and New Hope Fire Department, hereinafter referred to as the "Fire Department", referred to herein as "Party" and/or collectively as the "Parties".

**WITNESSETH:**

1. County created the New Hope Fire Protection District (the "District") as a special tax district pursuant to Chapter 69 of the North Carolina General Statutes and desires to contract with Fire Department for fire protection and other services as set out herein.
2. Pursuant to §NCGS 69-25.4 the County agrees that it will cause to be assessed or levied a special tax of not more than Fifteen cents (\$.15) per one-hundred dollar (\$100) valuation of all real and personal property in the District unless otherwise limited or prohibited by law or a vote of the people, and will collect said tax as a part of the ad valorem taxes of Orange County; provided however, the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Fire Department to the County as approved by the Orange County Board of Commissioners in its annual budget or as they may otherwise determine.
3. That a special or separate fund shall be maintained by the County for funds collected as a result of said special tax.
4. That from said special tax district the Board of County Commissioners will approve a Fire Protection District tax rate and Annual Budget for the Fire Department. The County agrees to remit quarterly payments, by the 15<sup>th</sup> day of the first month of each quarter. The total quarterly payments to the fire department will equal the annual budget.
5. The Fire Department shall provide and furnish adequate fire protection services and shall provide the necessary equipment, personnel, and other resources as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all persons and property located within the District. Fire Department currently has an insurance rating of Class            , and during the term of this Agreement will maintain at least a 9E insurance rating. Fire Department will furnish fire and rescue services free of charge to all persons and individuals within the District (excluding non-public commercial transportation). Fire Department shall strive to maintain the current ISO rating of            or look to achieve an ISO rating of            (or better). This section does not preclude the Fire Department from charging a pre-arranged nominal fee when standing by for special events.
6. That all funds paid to the Fire Department by the County shall be used exclusively by the Fire Department to provide fire protection services within the District (See Exhibit 1), and the Fire Department may also use said funds to provide Medical Responder

and rescue services within the District, and to pay other legitimate fire, rescue, and Medical Responder expenses attributable to the services rendered within the District. This does not preclude mutual aid agreements.

7. The Fire Department shall provide Medical Responder Services within the District. Medical Responder Services are defined as the provision of Basic Life Support treatment as needed until such time as more highly trained personnel arrive on scene. Such Medical Responder Services may be provided through mutual aid agreements or through third party contracts
8. The Fire Department shall provide Hazardous Materials Response Services according to the North Carolina Department of Insurance North Carolina Fire Rescue Commission Haz-Mat 1 Responder level for all operational responses in the district. Hazardous Materials Response Services are defined as defensive actions necessary to protect life, property and the environment from the effects of the release.
9. The Fire Department shall provide Rescue Services to all persons and individuals within the District. Rescue Services are defined as the removal, extrication, or freeing of individuals from vehicle confinement or danger. Fire Department shall maintain any current rescue certifications through the Rescue Association. Such Rescue Services may be provided through mutual aid agreements or through third party contracts.
10. Notwithstanding Section 6 above Fire Department may provide fire protection services outside the District subject to the following terms and conditions:
  - A. That Fire Department is authorized to extend their primary insurance fire protection services in surrounding fire insurance districts to better serve the citizens by eliminating a class 10 area in the neighboring fire district. The fire department shall provide a notarized agreement between the fire departments submitted to the fire marshal for processing to the Board of County Commissioners.
  - B. Fire Department shall not expend any funds or resources appropriated for the use of persons and individuals in the Cane Creek Fire District for the primary fire protection services outside the area of surrounding response districts. In the event any such expenditure occurs for primary fire protection outside of their insurance response to a neighboring district, the Fire Department shall immediately notify the County and Fire Department shall take corrective measures to rectify the expenditure and to ensure such expenditure shall not be repeated. This does not preclude fire departments in the county to expend funds toward a fire district in this county for the creation and use of a joint facility to be utilized for training in fire, rescue and other emergency services.
11. That Fire Department shall enter into an agreement with surrounding Departments in which the Fire Department provides compensation to those surrounding Departments for their availability and service providing primary fire protection services in an Orange Rural Class 10 insurance response areas.

12. In providing the services contemplated herein the Fire Department shall operate in compliance with all applicable State and local laws and regulations including, but not limited to the North Carolina Fire Incident Reporting System (G.S. 58-79-45, NC Administrative Code, §.0402). The Fire Department shall submit electronic incident reports on a quarterly basis to the Office of the North Carolina State Fire Marshal. The Fire Department further agrees to notify the Orange County Fire Marshal's Office of the annual corporation meeting and provide a current list of its Board of Directors no later than 14 days after the by-laws declare new members take office. The Fire Department shall provide a copy of the certified personnel roster submitted to the N.C. State Firefighter Association to the Fire Marshal's Office at the time of submission to the association. The fire department agrees to work with Emergency Management to resource type personnel, apparatus including pump and tank size, and specialized fire suppression equipment in Salamander or other software used by Emergency Services. The fire department shall immediately notify the Fire Marshal's Office where there is a change in fire chief. The County shall have the right to inspect all books and accounts for the Fire Department at any time. Said inspection shall be conducted by the Orange County Fire Marshal and/or Orange County Finance Office and/or their designee. The following minimal performance standards are agreed upon by the County and the Fire Department and are a part of this contract:

- A. Response Time. Fire Department should have the goal of having a response time that exercises due diligence to responding to all emergencies when notified of the emergency.
- B. Personnel on Scene. Fire Department should have adopted standard operating guidelines that address the appropriate number of firefighters needed on all type fire calls. The National Incident Management System shall be used at all incidents to manage personnel.
- C. Training. Fire Department shall have the minimum standard training requirements set forth by the State of North Carolina and NC Department of Labor for providing fire and emergency services provided by the Fire Department. For purposes of this agreement emergency services includes both Medical Responder services, hazardous materials services, and rescue services.
- D. Fire Investigations. The Fire Department officer in charge at all fire scenes shall attempt to determine the cause and origin of every fire. When the officer in charge cannot determine the cause and origin of the fire, or if the cause is suspected to be of an incendiary nature, the officer in charge may request assistance from the Orange County Fire Marshal's Office.
- E. Reports. Fire Department shall keep all records according to state law for retention. All State and county required reports and rosters shall be submitted by the applicable deadlines.
- F. Fire Hydrants. The Fire Department should report any malfunctions or damage to hydrants to the owner of the water distribution system.

- G. Emergency/Disaster Response. Fire Department shall follow the Orange County Emergency Operation Framework (EOF) Policy when responding to an emergency or disaster.
  - H. State of Emergency. County requests that Fire Department, when available, assist with the following services, but not limited to, before, during, and following times of emergency/disaster: 1) Debris Clearance; 2) Traffic Control; 3) Alert and Warning; 4) Search and Rescue; 5) Evacuation Notification and Coordination; and 6) other life-saving and property protection measures as necessary. All operations shall be in accordance with the Orange County Orange County Emergency Operation Framework (EOF) Policy.
  - I. Medical Responder Services. When Fire Department provides Medical Responder Services assistance, it shall be done in accordance with the rules set forth by the Orange County Medical Director.
13. The Fire Department shall submit to an audit by a Certified Public Accountant, which will be paid for by the County, and shall be in conformity with General Accepted Accounting Principles. If an audit has already been performed by a certified entity, the Fire Department shall present the County with a copy of that audit. Such audit to be provided on or before December 31<sup>st</sup> of each year, and to be in conformity with the most recent audit policies of the County and the North Carolina Local Government Commission. Further, the fire department agrees to comply with County budgeting procedures including a mid-year financial statement and other procedures provided for by State Law and agree to submit budget estimates to the Board of Commissioners on the standard forms used by County departments. The Fire Department also agrees to use standard line items for accounting as requested by the County Finance Department.
- A. In the event that the audit reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, or any material weakness or significant deficiencies, the fire department shall provide a written statement to the county that contains an explanation of each issue and an action plan (with implementation timetable) for resolving each such issue, weakness and/or deficiency, and shall provide periodic reports to the county on progress made in resolution of each issue, weakness and/or deficiency. If resolution of such issues, weakness or deficiencies requires professional advice on the part of that fire department's (or county's) auditor, the fire department shall bear the cost of such advice.
  - B. Should the fire department fail to submit its audit report to the county within the above time period, the county will suspend all funds immediately until the audit is delivered as set forth above, except that the county's Chief Financial Officer may grant a reasonable submittal extension if the department is unable to deliver the audit for reasons beyond the control of the fire department or the auditor.
  - C. The fire department agrees that if its financial records are judged to be un-auditable for purposes of an audit or establishment of a budget by the county's chief financial officer or the independent audit firm, or

if a regular or special audit by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the fire department's Board of Directors will be notified by the county. At that time, the county and Board of Directors may jointly name a trustee who will assume responsibility for management and financial decision-making for the fire department until such time as the county and fire department's Board of Directors agree that the fire department's finances have been stabilized to the extent required to satisfy the financial management provisions of this contract.

14. The Fire Department shall comply with the County budgeting procedures, and shall submit annual budget estimates in accordance with established County budget timetables. A supporting letter of request for the proposed tax rate shall be signed by the Fire Department's president upon approval of its Board of Directors. The County will provide the Fire Department with standard forms for budget submission and the Fire Department shall use such standard forms.
15. The Fire Department shall comply with the State of North Carolina purchasing procedures for local governments as identified in Attachment #1, as well as other procedures provided for by state law.
16. The Fire Department shall file with the County Fire Marshal a true copy of its Articles of Incorporation, Bylaws, and shall furnish any changes made thereto not less than thirty (30) days prior to their effective dates. Further, the Fire Department agrees to amend its Articles of Incorporation and Bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as required by the provisions of Chapter 55A of the General Statutes of North Carolina. Should Fire Department be notified that it has failed to meet all minimum legal requirements for a North Carolina nonprofit corporation and/or failed to maintain its federal, state, or local tax-exempt status the Fire Department shall, within thirty (30) days of such notification, begin taking appropriate steps to remedy said failure. Should said failure not be appropriately remedied within ninety (90) days after such notification the County may withhold special district tax revenues until such time as the Fire Department meets all minimum legal requirements of Chapter 55A of the General Statutes of North Carolina and/or until such time as the Fire Department's tax-exempt status is restored.
17. In the event the Fire Department dissolves then the Fire Department shall deliver, release, and convey to the County all its equipment, cash, or other assets to be used by the County exclusively for the provision of fire protection services, rescue services, or Medical Responder services within the District. Any such dissolution shall comply with applicable laws of North Carolina. If Fire Department ceases to provide either fire protection services, rescue services, or Medical Responder services within the District Fire Department shall deliver, release, and convey to County all of its equipment, cash, or other assets used for those specific services the Fire Department has ceased to provide, to be used by the County exclusively for the provision of fire protection services, rescues services, or Medical Responder services within the District. Should the terms of this paragraph conflict with Fire Department's Articles of Incorporation the Articles of Incorporation shall control.

18. The Fire Department agrees to hold harmless and indemnify the County from and against any and all liability and expenses including attorney fees, court costs and other costs incurred by the County caused by any act or omission of the Fire Department, its agents and employees. The Department shall purchase and maintain, during the term of this Agreement, and any extension hereof, at least the following insurance coverage:
- A. Comprehensive Automobile Liability Insurance with combined single limits of at least one million dollars (\$1,000,000) per occurrence. Coverage shall be provided under a symbol "1". Coverage shall apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered insureds and volunteers and employees shall have coverage in excess of their personal auto liability limits when they are using their vehicles on behalf of the Fire Department. Fellow member liability shall be provided. Auto pollution liability shall be included in the coverage.
  - B. Auto physical damage shall be provided on an agreed value basis. Coverage shall be included for hire, borrowed or commandeered vehicles without a limit of liability. Coverage shall be provided to bring replacement vehicle up to the most current national standards, such as NFPA or DOT.
  - C. Comprehensive General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The aggregate shall apply per named insured and per insured location. The policy shall include the following coverage: Volunteers or employees as insureds, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both bodily injury and or property damage, Fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with limits of one million dollars (\$1,000,000), Pollution Liability arising out of emergency operations, training activities or equipment wash downs.
  - D. Directors and Officers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence with two million dollars (\$2,000,000) aggregate. This policy shall include coverage for prior acts. The insureds shall include current volunteers and employees, former volunteers and employees, and any persons or organizations providing service to the Department under a mutual aid or similar agreement. Coverage shall include civil rights type suits such as discrimination and sexual harassment; liability arising out of the administration of benefit plans for employees or volunteers and employment related practice suites. Coverage shall include claims made for future compensation and benefits lost from wrongful termination of an employee.
  - E. Umbrella Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The umbrella policy shall provide excess coverage over the Auto Liability Policy, General Liability Policy, and the Employer's Liability

Section of the Workers' Compensation Policy. Volunteers and employees shall be included as insureds.

- F. The Department shall maintain Property Insurance protecting against the risk of direct physical loss or damage. The policy covering the building shall be written on a Guaranteed Replacement Cost Basis, with coverage included for Building Ordinance, Flood, and Earthquake. Coverage shall include Commandeered Property in the amount of two-hundred fifty thousand dollars (\$250,000). Contents coverage shall be provided on a replacement cost basis. Coinsurance penalties shall not apply.
  - G. Portable Equipment Coverage shall be provided protecting against the risk of direct physical loss or damage, including electrical surges. Coverage shall be provided on a Guaranteed Replacement Cost Basis.
  - H. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County as an additional insured. The Department shall furnish the County with Certificates of Insurance showing the type of policy, limits of liability, name of insurance companies, policy numbers, effective dates and expiration dates of policies.
  - I. Workers' Compensation Insurance covering all volunteers and salaries firefighters meeting statutory limits in compliance with applicable State and Federal Laws.
  - J. Each policy shall also contain a ten (10) day notice to the County in the event of cancellation or modification of any stipulated insurance coverage.
19. In connection with the performance of this Agreement, the Fire Department agrees not to discriminate against any employee, member, or applicant for employment or membership because of race, color, national origin, religion, creed, ethnicity, sex, sexual orientation, age, disability, political affiliation, and Vietnam-Era or disabled veteran status. Employees, members and applicants must be competent and capable to perform the requirements of the job. The Fire Department agrees to take all reasonable measures to insure that applicants are employed, and that employees are treated appropriately, during their employment, without regard to their race, color, national origin, religion, creed, ethnicity, sex, sexual orientation, age, disability, political affiliation, and Vietnam-Era or disabled veteran status.
20. Term. This Agreement shall continue for a term of five (5) years unless terminated as hereinafter provided. This Agreement may be renewed for two additional five-year terms upon mutual agreement of the Parties. The Parties shall acknowledge their intent to renew this Agreement for an additional five year term in a writing signed by both Parties no later than six month before the end of the Term. Either Party may terminate this Agreement effective at the end of any fiscal year by giving the other Party notice at least one (1) year in advance of the end of the fiscal year that the Agreement is to terminate.
21. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings related to the

- subject matter hereto. This Agreement may not be changed or terminated except in writing and as provided herein, and no notice shall be effective unless evidenced by a written instrument duly executed by the Party or Parties, hereto.
22. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address identified on the signature page of this Agreement and delivered either in person, by email, by facsimile, by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt.
  23. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties. The Parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
  24. That this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this Agreement may not be assigned by either party without prior written consent of the other party, which may be withheld in the sole discretion of a party.
  25. No act or failure to act by the County or the Fire Department shall constitute a waiver of any right or duty granted to the Parties by the terms of this Agreement. Nor shall any act or failure to act constitute any approval except as specifically agreed to in writing.
  26. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina. By executing this Agreement Fire Department affirms that Fire Department is and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Fire Department certifies that Fire Department has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Fire Department certifies that they have not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.
  27. Fire Department shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php).) Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.

28. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.

IN WITNESS WHEREOF, the County has caused this instrument to be executed by the Chairperson of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors.

Acknowledged and agreed to the day and date first above recorded.

**ORANGE COUNTY**

**FIRE DEPARTMENT**

BY: \_\_\_\_\_  
Chair

BY: \_\_\_\_\_  
President

Address:

Address:

Contact Person:

Contact Person:

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk Board of Commissioners

\_\_\_\_\_  
Secretary

(County Seal)

(Corporate Seal)

Attachment 1

# Dollar Thresholds in North Carolina Public Contracting Statutes



Dollar limits and statutory authority current as of November 1, 2015

Requirement	Threshold	Statute
<b>Formal bidding</b>	<i>(estimated cost of contract)</i>	
Construction or repair contracts	\$500,000 and above	G.S. 143-129
Purchase of apparatus, supplies, materials, and equipment	\$90,000 and above	G.S. 143-129
<b>Informal bidding</b>	<i>(actual cost of contract)</i>	
Construction or repair contracts	\$30,000 to formal limit	G.S. 143-131
Purchase of apparatus, supplies, materials, and equipment	\$30,000 to formal limit	G.S. 143-131
<b>Construction methods authorized for building projects</b>	Over \$300,000 <i>(estimated cost of project)</i>	G.S. 143-128(a1)
Separate Prime		
Single Prime		
Dual Bidding		
Construction Management at Risk (G.S. 143-128.1)		
Design-Build and Design-Build Bridging (G.S. 143-128.1A; G.S. 143-128.1B)		
Public Private Partnership (P3) (G.S. 143-128.1C)		
<b>Historically Underutilized Business (HUB) requirements</b>		
Building construction or repair projects		
– Projects with state funding ( <i>verifiable 10% goal required</i> )	\$100,000 or more	G.S. 143-128.2(a)
– Locally funded projects ( <i>formal HUB requirements</i> )	\$300,000 or more	G.S. 143-128.2(j)
– Projects in informal bidding range ( <i>informal HUB requirements</i> )	\$30,000 to \$500,000*	G.S. 143-131(b)
<i>*Note: Formal HUB requirements should be used for informally bid projects costing between \$300,000 and \$500,000</i>		
<b>Limit on use of own forces (force account work)</b>	<i>(not to exceed)</i>	G.S. 143-135
Construction or repair projects	\$500,000 (total project cost) or \$200,000 (labor only cost)	
<b>Bid bond or deposit</b>		
Construction or repair contracts ( <i>at least 5% of bid amount</i> )	Formal bids (\$500,000 and above)	G.S.143-129(b)
Purchase contracts	Not required	
<b>Performance/Payment bonds</b>		
Construction or repair contracts ( <i>100% of contract amount</i> )	Each contract over \$50,000 of project costing over \$300,000	G.S. 143-129(c); G.S. 44A-26
Purchase contracts	Not required	
<b>General contractor's license required</b>	\$30,000 and above	G.S. 87-1
Exemption	Force account work ( <i>see above</i> )	
Owner-builder affidavit required	Force account work ( <i>see above</i> )	G.S. 87-14(a)(1)
<b>Use of licensed architect or engineer required</b>		
Nonstructural work	\$300,000 and above	G.S. 133-1.1(a)
Structural repair, additions, or new construction	\$135,000 and above	
Repair work affecting life safety systems	\$100,000 and above	
<b>Selection of architect, engineer, surveyor, construction manager at risk, or design-build contractor</b>		
"Qualification-Based Selection" procedure (QBS)	All contracts unless exempted	G.S. 143-64.31
Exemption authorized	Only projects where estimated fee is less than \$50,000	G.S. 143-64.32

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**BOCC Meeting Follow-up Actions**

(Individuals with a \* by their name are the lead facilitators for the group of individuals responsible for an item)

<b>Meeting Date</b>	<b>Task</b>	<b>Target Date</b>	<b>Person(s) Responsible</b>	<b>Status</b>
1/21/20	Review and consider a request from member of the public that the Board rescind all proclamations and resolutions that are contrary to federal law related to immigration and eliminate funding to all organizations supporting illegal immigration	4/1/2020	Chair/Vice Chair/Manager	<b>DONE</b> Chair/Vice Chair determined the Board should receive this petition as information
1/21/20	Review and consider a request from member of the public that the Board rescind all resolutions, proclamations, and actions that limit free speech guaranteed by the 1 <sup>st</sup> Amendment, including the flag display and size limits in the Unified Development Ordinance	4/1/2020	Chair/Vice Chair/Manager	<b>DONE</b> Chair/Vice Chair determined the Board should receive this petition as information
1/21/20	Review and consider a request from member of the public that the Board rescind and cease all actions and efforts related to restricting individual's exercise of 2 <sup>nd</sup> Amendment rights	4/1/2020	Chair/Vice Chair/Manager	<b>DONE</b> Chair/Vice Chair determined the Board should receive this petition as information
1/21/20	Review and consider a request from member of the public that the entire Board consider and vote on all petitions rather than petitions being reviewed and addressed by the Chair and Vice Chair	5/1/2020	Chair/Vice Chair/Manager	<b>DONE</b> Chair/Vice Chair determined the Board should receive this petition as information
1/21/20	Review and consider request from member of the public that the entire Board reconsider the petition regarding beginning all meetings with the Pledge of Allegiance	4/1/2020	Chair/Vice Chair/Manager	<b>DONE</b> Chair/Vice Chair determined the Board should receive this petition as information
1/21/20	Review and consider request by Commissioner Dorosin that the Board consider providing assistance to the ABC Board to help address salary compression concerns by requesting the ABC Board reduce its annual allocation to the County by the equivalent amount to utilize those funds to address compression	5/5/2020	Bonnie Hammersley, Travis Myren, and Gary Donaldson	To be addressed as part of 2020-21 Manager's Recommended Budget

Meeting Date	Task	Target Date	Person(s) Responsible	Status
1/21/20	Review and consider request by Commissioner Dorosin that the County establish an additional feature to the Durham Tech scholarship fund with funding directed to potentially cover the full costs for youth aging out of foster care	5/5/2020	Nancy Coston	Staff is already pursuing and will provide an update to the BOCC
1/21/20	Review and consider request by Commissioner Marcoplos that the County investigate and consider discontinuing use of plastic water bottles similar to recent action by Durham County	5/5/2020	Brennan Bouma	Staff will conduct review across County departments and develop proposed action item for the BOCC
1/21/20	Review and consider request by Commissioner Greene that the Board agree on and send the statement as read to Judge Carl Fox and NC Supreme Court Chief Justice Beasley regarding Judge Ruffin	2/1/2020	Chair Donna Baker	<b>DONE</b>
1/21/20	Pursue putting the Board statement regarding Judge Ruffin on the Orange County webpage	2/10/2020	Todd McGee Donna Baker	<b>DONE</b>
1/21/20	Review and consider request by Commissioner Price that the Board consider sending a letter regarding the recent agreement between the UNC Board of Governors and the Sons of the Confederate Veterans	3/1/2020	Bonnie Hammersley	Letter to be drafted and shared with entire Board for feedback

**INFORMATION ITEM**  
**Tax Collector's Report - Numerical Analysis**

<b>Property Tax Collection - Tax Effective Date of Report: January 10, 2020</b>						
<b>Tax Year 2019</b>	<b>Amount Charged in FY 19-20</b>	<b>Amount Collected</b>	<b>Accounts Receivable</b>	<b>Amount Budgeted in FY 19-20</b>	<b>Remaining Budget</b>	<b>% of Budget Collected</b>
Real and Personal Current Year Taxes	\$ 152,142,471.00	\$ 146,805,232.18	\$ 7,337,761.15	\$ 152,142,471.00	\$ 5,337,238.82	96.49%
Real and Personal Prior Year Taxes	\$ 3,378,823.17	\$ 533,129.68	\$ 2,638,803.96	\$ 1,100,000.00	\$ 566,870.32	48.47%
<b>Total</b>	<b>\$ 155,521,294.17</b>	<b>\$ 147,338,361.86</b>	<b>\$ 9,976,565.11</b>	<b>\$ 153,242,471.00</b>	<b>\$ 5,904,109.14</b>	<b>96.15%</b>
Registered Motor Vehicle Taxes		\$5,746,797.08	\$7,192.67	\$ 10,770,627.00	\$ 5,023,829.92	53.36%
<b>Tax Year 2018</b>	<b>Amount Charged in FY 18-19</b>	<b>Amount Collected</b>	<b>Accounts Receivable</b>	<b>Amount Budgeted in FY 18-19</b>	<b>Remaining Budget</b>	<b>% of Budget Collected</b>
Real and Personal Current Year Taxes	\$ 146,099,548.00	\$ 140,675,728.81	\$ 8,190,752.87	\$ 146,099,548.00	\$ 5,423,819.19	96.29%
Real and Personal Prior Year Taxes	\$ 3,097,551.91	\$ 622,870.06	\$ 2,605,263.14	\$ 1,100,000.00	\$ 477,129.94	56.62%
<b>Total</b>	<b>\$ 149,197,099.91</b>	<b>\$ 141,298,598.87</b>	<b>\$ 10,796,016.01</b>	<b>\$ 147,199,548.00</b>	<b>\$ 5,900,949.13</b>	<b>95.99%</b>
Registered Motor Vehicle Taxes		\$5,393,116.65	\$10,312.59	\$ 10,221,001.00	\$ 4,827,884.35	<b>52.77%</b>
<b>2019 Current Year Overall Collection Percentage - Real &amp; Personal</b>		95.24%				
<b>2019 Current Year Overall Collection Percentage - with Registered Motor Vehicles</b>		95.41%				
<b>2018 Current Year Overall Collection Percentage - Real &amp; Personal</b>		94.50%				
<b>2018 Current Year Overall Collection Percentage - with Registered Motor Vehicles</b>		94.68%				

This report has been updated as of March 2019 to include registered motor vehicle collections.

## INFORMATION ITEM

### Tax Collector's Report - Measures of Enforced Collections

-  
*Fiscal Year 2019-2020*

**Effective Date of Report: DECEMBER 31, 2019**

	July	August	September	October	November	December	January	February	March	April	May	June	YTD
Wage garnishments	80	20	5	72	35	3							
Bank attachments	32	11	1	13	2	-							
Certifications	-	-	-	-	-	-							
Rent attachments	-	-	-	-	-	-							
Housing/Escheats/Monies	25	-	-	1	16	1							
Levies	-	-	-	-	-	-							
Foreclosures initiated	-	-	-	1	3	-							
NC Debt Setoff collections	\$ 2,873.28	\$ 3,120.65	\$ 1,228.45	\$ 1,206.04	\$ 1,723.52	\$ 164.92							

**This report shows the Tax Collector's efforts to encourage and enforce payment of taxes for the fiscal year 2019-2020. It gives a breakdown of enforced collection actions by category, and it provides a year-to-date total.**

**The Tax Collector will update these figures once each month, after each month's reconciliation process.**

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	TAX	FEE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	TAX CLASSIFICATION	ACTION	Approved by CFO	Additional Explanation
Anathoth Community Garden Inc.	47311362	2018	500	500	(3.83)	(30.00)	(33.83)	*Situs error (illegal tax)	RMV-VTS	Approve	1/15/2020	
Farrell, James Mark	3182369	2019	2,500		(66.11)		(66.11)	Assessed in error (illegal tax)	Personal	Approve	1/15/2020	registered in Alamance County during gap period
Kirschmann, George Harold	1077285	2019	8,350	1,500	(81.79)		(81.79)	Double billed (illegal tax)	Personal	Approve	1/15/2020	Vehicle listed in error as unregistered vehicle January 1, 2019, was also billed as registered vehicle
Li, Liqing	3182954	2019	1,800	-	(87.04)		(87.04)	Assessed in error (illegal tax)	Personal	Approve	1/15/2020	Vehicle registered in Kentucky during gap period
Peterson, Marc	51412071	2019	6,060	6,060	(30.45)	(30.00)	(60.45)	*Situs error (illegal tax)	RMV-VTS	Approve	1/15/2020	
Torkewitz, William F. Jr.	121197	2019	6,212	-	(57.59)		(57.59)	Assessed in error (illegal tax)	Personal	Approve	1/15/2020	Business dissolved December 2018
							<b>(386.81)</b>	<b>Total</b>				
*Situs error: An incorrect rate code was used to calculate bill. Value remains constant but bill amount changes due to the change in specific tax rates applied to that physical location.												
Gap Bill: A property tax bill that covers the months between the expiration of a vehicle's registration and the renewal of that registration or the issuance of a new registration.												
The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes. Approval of the release or refund of the principal tax amount also constitutes approval of the release or refund of all associated												