



**Orange County
Board of Commissioners**

Agenda

Reception Recognizing New Commissioners
6:00 – 7:00 p.m.

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

Regular Meeting

December 3, 2012

7:00 p.m. (Immediately Following Reception)

Central Orange Senior Center

103 Meadowlands Drive

Hillsborough, NC 27278

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# 644-3045.

Oaths of Office for Board Members

Board Organization

- a. Election of Chair and Vice-Chair
- b. Designation of Voting Delegate for all NCACC and NACo Meetings for Calendar Year December 1, 2012-2013

Appointments

- a. Manager
- b. Clerk to the Board
- c. County Attorney

1. Additions or Changes to the Agenda

PUBLIC CHARGE

The Board of Commissioners pledges to the residents of Orange County its respect. The Board asks its residents to conduct themselves in a respectful, courteous manner, both with the Board and with fellow residents. At any time should any member of the Board or any resident fail to observe this public charge, the Chair will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the Chair will recess the meeting until such time that a genuine commitment to this public charge is observed. All electronic devices such as cell phones, pagers, and computers should please be turned off or set to silent/vibrate.

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 regular 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. Petitions by Board Members (Three Minute Limit Per Commissioner)

4. Proclamations/ Resolutions/ Special Presentations

- a. North Carolina 9-1-1 Board Recognition of Orange County Emergency Services Telecommunicator Thomas Holmes, Jr.

5. 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. Applications for Property Tax Exemption/Exclusion

e. Comprehensive Plan and Unified Development Ordinance Amendment Outline/Schedule for UDO Text Amendments to Revise Section 1.6.5 – (Planning Board) Rules of Procedure

6. Public Hearings

7. Regular Agenda

a. Senior Care of Orange County, Inc. – Revised By-Laws and Lease Agreement

b. Schools Adequate Public Facilities Ordinance (Schools APFO) – Approval of Membership and Capacity Numbers

8. Reports

9. County Manager's Report

10. County Attorney's Report

11. Appointments

12. Board Comments (Three Minute Limit Per Commissioner)



13. Information Items

- November 20, 2012 BOCC Meeting Follow-up Actions List
- Tax Collector's Report for Period Ending November 15, 2012
- Report on November 2012 Election
- BOCC Chair Letter Regarding Request from Commissioner Jacobs to Consider Staff Keeping Notes on Future Public Information Meetings
- BOCC Chair Letter Regarding Request from Commissioner Jacobs to Suggest County Pursue Ways to Recognize Veterans as Part of Veteran's Day Activities in Orange County

14. Closed Session

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

Approval of Closed Session Minutes

15. Adjournment

A summary of the Board's actions from this meeting will be available on the County's website the day after the meeting.

Note: Access the agenda through the County's web site, www.co.orange.nc.us

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 3, 2012

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

SUBJECT: North Carolina 9-1-1 Board Recognition of Orange County Emergency Services Telecommunicator Thomas Holmes, Jr.

DEPARTMENT: Emergency Services

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

INFORMATION CONTACT:

Dinah L. Jeffries, 245-6100

F.R. Montes de Oca, 245-6100

PURPOSE: To provide the opportunity for North Carolina 9-1-1 Board Executive Director Richard Taylor to recognize Thomas Holmes, Jr., an Orange County Emergency Services 9-1-1 Telecommunicator, for professional and outstanding performance during the extraordinary circumstances in assisting with the birth of a baby on November 7, 2012 in Chapel Hill, NC.

BACKGROUND: Each day hundreds of Orange County residents and those passing through the County rely on the expertise and dedication of public safety telecommunicators. On November 7, 2012, an individual contacted 9-1-1 to report a woman giving birth at a bus stop in Chapel Hill. Telecommunicator Thomas Holmes answered the call and quickly gathered the necessary information to dispatch assistance while also providing instructions to the caller. Mr. Holmes' actions resulted in a successful outcome for the baby and mother. Mr. Holmes' training and skill in high-pressure situations allowed for rapid emergency response while providing aid and compassion in a difficult situation.

The North Carolina 9-1-1 Board governs funds received from Wireline and Wireless telephone lines. The 9-1-1 Board allocates monthly distributions to primary public safety access points (PSAPs) pursuant to North Carolina General Statute (NCGS) 62A-46 and provides grants to PSAPs pursuant to NCGS 62A-47. The North Carolina 911 Board continually strives to make the 911 system in North Carolina more effective and more efficient. The public often hears of negative occurrences, especially those of telecommunicators, and rarely learns of the many positive lifesaving actions that trained telecommunicators perform each and every day. The 9-1-1 Board has realized that, in order to provide the same level of service from "Murphy to Manteo", consistent training and standards must be in place for all the 128 PSAPs in North Carolina. The training and standards must be reinforced, and telecommunicators also need to be recognized for their outstanding work.

To achieve this goal, the North Carolina 9-1-1 Board has made it a part of its mission to identify outstanding performers and present them the recognition they deserve and to do so in a setting of their peers and their leaders.

FINANCIAL IMPACT: There is no financial impact related to this recognition.

RECOMMENDATION(S): The Manager requests the Board join with North Carolina 9-1-1 Board Executive Director Richard Taylor in recognizing Orange County Emergency Services Telecommunicator Thomas Holmes, Jr.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 3, 2012

Action Agenda

Item No. 5-a

SUBJECT: MINUTES

DEPARTMENT:

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

INFORMATION CONTACT:

Donna Baker, 245-2130

Draft Minutes

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

| | | |
|--------------|-------------------|--|
| Attachment 1 | October 4, 2012 | BOCC Joint Meeting with Fire Departments |
| Attachment 2 | October 9, 2012 | BOCC Work Session |
| Attachment 3 | November 19, 2012 | BOCC/Planning Board Dinner Meeting (5:30pm) |

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.

FINANCIAL IMPACT: NONE

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

1 DRAFT

Attachment 1

2
3
4 **MINUTES**
5 **ORANGE COUNTY BOARD OF COMMISSIONERS**
6 **Joint Meeting Meeting/Work Session**
7 **October 4, 2012**
8 **7:00 p.m.**
9

10 The Orange County Board of Commissioners held a joint meeting/work session on
11 Thursday, October 4, 2012 at 7:00 p.m. at the Southern Human Services Center in Chapel Hill,
12 N.C.
13

14 **COUNTY COMMISSIONERS PRESENT:** Chair Bernadette Pelissier and Commissioners
15 Valerie Foushee, Alice M. Gordon, Pam Hemminger, Earl McKee, and Steve Yuhasz

16 **COUNTY COMMISSIONERS ABSENT:** Barry Jacobs

17 **COUNTY ATTORNEYS PRESENT:** John Roberts

18 **COUNTY STAFF PRESENT:** Assistant County Managers Michael Talbert, Clarence Grier and
19 Clerk to the Board Donna S. Baker (All other staff members will be identified appropriately
20 below)
21

VOLUNTEER FIRE CHIEFS PRESENT:

Brad Allison, Fire Chief, Caldwell FD
Bryan Baker, Fire Chief, Eno FD
Dan Jones, Fire Chief, Town of Chapel Hill
Jeff Borland, Fire Chief, Cedar Grove FD
Phillip Nasser, Asst. Chief, White Cross
FD
Mac Cabe, Deputy Fire Chief, Orange
Rural FD
John Stroud, Fire Chief, North Chatham,
FD
Kevin Brooks, Fire Chief, Efland FD
Matthew Mauzy, Chief, South Orange
Rescue Squad (SORS)
Mike Tapp, Fire Chief, New Hope FD
Tommy Holmes, Fire Chief, Orange Grove
FD

FIRE CHIEFS/BOD CHAIRS ABSENT:

Bob Lewis, Fire Chief, City of Mebane FD
Ronnie McAdams, Efland BOD President
Travis Crabtree, Fire Chief, Town of
Carrboro
Chad Woods, Cedar Grove BOD President
Frank Montes de Oca, Orange County
Emergency Services Director

**VOLUNTEER FIRE DEPTS. – CHAIRS,
BOARD OF DIRECTORS**

Mac Miller, Caldwell BOD President
Bill Waddell, Orange Grove, BOD
President
Wayne Paschall, Eno BOD President
Jeff Roberts, Orange Rural BOD President
Jacques Morin, SORS BOD President
Howard Pratt, New Hope BOD President

Tony Blake, White Cross BOD President
 Jerry Lloyd, Fire Chief, White Cross FD
 Brian Vaughn, North Chatham BOD
 President

1
 2 **Welcome (Board Chair Bernadette Pelissier)**

3 Chair Pelissier welcomed everyone and said that Commissioner Foushee and
 4 Commissioner Jacobs send their regrets because they were unable to attend tonight.

5
 6 **1. Discussion on Orange County Chief's Association's "Strategic Plan for the
 7 Provision of Emergency Services"**

8 Fire Chiefs Council President/ New Hope Fire Chief Mike Tapp said that this strategic plan
 9 was completed in March 2012 and there were eight goals in the plan. He listed the goals as
 10 shown below:

- 11 • GOAL I: Ensuring Viable and Reliable Voice and Data Communication
- 12 • GOAL II: Improving the 9-1-1 Telecommunications System and Center
- 13 • GOAL III: Encouraging the Adoption of Measureable Emergency Response System
 14 Benchmarks and Reporting Norms
- 15 • GOAL IV: Setting Service Standard Goals for Volunteer Fire Departments
- 16 • GOAL V: Planning for a Countywide Training Facility
- 17 • GOAL VI: Preparing a Multi-Hazard Risk Assessment Plan
- 18 • GOAL VII: Building Better Relationships with Key Stakeholders
- 19 • GOAL VIII: Fostering Increased Public Awareness

20
 21
 22 Mike Tapp said that there has been a lot of discussion in the Emergency Services Work
 23 Group and the County Commissioners. The primary two goals are the Ensuring Viable and
 24 Reliable Voice and Data Communication (Goal I), and Improving the 9-1-1 Telecommunications
 25 Systems and Center (Goal II). He said that some of these goals have timelines attached with
 26 them but also budgetary considerations as well, such as a countywide training center.

27 At this time, introductions were made.

28
 29 Efland Fire Chief Kevin Brooks said that his department has obtained an ISO rating of 6,
 30 which will lower the fire insurance ratings for their citizens.

31 Commissioner Hemminger commended the Efland Fire Department for pursuing this
 32 lower ISO rating.

33 Commissioner McKee said that the Board of County Commissioners approved the
 34 purchase of the OSSI system at the October 2nd meeting. This purchase will be finalized
 35 tomorrow and then it will be approximately a 12-month period before it is fully installed.

36 Mike Tapp reviewed the meaning of the ratings.

37 Efland Fire Chief Kevin Brooks said that the ratings of the areas that are further away
 38 from stations could be improved only by building more stations.

39 Bill Waddell, President of Orange Grove Fire Department, said that said building their
 40 new station was to cover those citizens that were over ten miles from the nearest station.

41 Chair Pelissier asked about the goals that were priorities for the fire departments.

42 Eno Fire Chief Bryan Baker said that many goals have been identified in the Emergency
 43 Services Work Group, and all of those directly affect their on-scene safety radio systems.

44 Bill Waddell said that the only two his department has been looking at is 2b - computer
 45 aided dispatch and mobile data terminals. He said that the new approved OSSI system by the

1 Board of County Commissioners is the Pagetracker system that they are starting to use as well
2 as the interface with the new OSSI system.

3 Commissioner McKee said that the developer of Pagetracker is in talks with OSSI and
4 he is not sure where they are in that process. The system is probably adaptable to OSSI but
5 that is up to the private companies.

6 Bill Waddell said that if the OSSI system does not work he would hope the County
7 would provide a mechanism that would be cheaper than the \$7,000 per terminal. He said that
8 this seems excessive. He said that the Pagetracker system is very useful and informative.

9 Commissioner McKee said that the hope is that the two systems will be compatible.

10 Commissioner Yuhasz asked if the IT Department would have any expertise with the
11 interface of these two types of software.

12 Michael Talbert said that he is not sure IT could help since the current software is 20
13 years old. The Pagetracker system is not interactive like the OSSI system, which gives
14 feedback data that the 9-1-1 operators have available, which show up on the screens. The
15 system is also much better at tracking calls and who shows up when, etc.

16 Commissioner McKee said that the County needs a lot of input from the fire
17 departments regarding response times. He does not want to set some unrealistic goals with
18 regard to response times.

19 New Hope Fire Chief Mike Tapp agreed with Chief Baker and said that their top two
20 priorities are Goals I and II. He said that there is a situation in the New Hope Fire District where
21 they are on the fringe area of Chapel Hill and Hillsborough and there are communication issues.

22 Commissioner Yuhasz said that everyone recognizes that more towers are needed, but
23 no one wants them in their backyard. He said that it is important that the fire departments have
24 a presence at the public hearings for the tower proposals to let the public know the need.

25 The Board agreed.

26 Caldwell Fire Chief Brad Allison said that his department dropped their ISO ratings from
27 a 9 to a 7. There are no pressurized hydrants at Caldwell and everything is done by water haul.
28 There are also houses outside of the six-mile range.

29 30 **2. Discussion on Insurance Service Office (ISO) Ratings**

31 New Hope Fire Chief Mike Tapp said that the New Hope Fire District also improved its
32 rating from a Class 9 to a Class 6. There will be letters sent out to the homeowners in the
33 district.

34 Chair Pelissier said that the Board of County Commissioners know that all citizens
35 appreciate this and the Board would like to recognize the fire departments on the reduction of
36 the ISO ratings at the next Board of County Commissioners' meeting.

37 Commissioner Gordon said that she is thinking about the area between 5-6 miles and
38 whether there is any hope to get any change.

39 Efland Fire Chief Kevin Brooks said that it is up to the legislature.

40 Commissioner McKee said that it is his understanding that the only way to get it changed
41 is to go to the legislature.

42
43 The Board then went back to item #1:

44 **Discussion on Orange County Chief's Association's "Strategic Plan for the Provision of** 45 **Emergency Services"**

46
47 Chair Pelissier asked about the relationships between Emergency Services and the
48 County and the fire departments.

49 Chapel Hill Fire Chief Dan Jones said that Goal VII is very important to all of the chiefs,
50 which is the building of better partnerships with all stakeholders. The consistent discussion

1 amongst the chiefs is that this partnership has not existed for a number of years. He said that
2 the Emergency Services Work Group and these annual meetings will begin the process of
3 building a working relationship and these are all good steps. He said that a lot of the credit
4 goes to Michael Talbert who has reached out to the chiefs and who has listened.

5 Commissioner McKee said that it is critical that they not assume that because of the two
6 annual meetings and that the Emergency Services work group has worked well, that they have
7 suddenly arrived. He said that all issues need to be brought to the table forcibly. He does not
8 want to leave issues or problems to fester.

9 Commissioner Yuhasz made reference to Objective b in Goal VII, which is a discussion of
10 provision of first responder EMS services. He said that this has evolved over time without any
11 real plan for the fire departments. He asked how to go about providing more guidance about
12 compensation and a better understanding of what is expected of fire departments. He said that
13 there is no formalized plan to address these issues.

14 Bill Waddell said that expenses they bear are incidentals such as oxygen, backboards,
15 etc., and they do not mind startups with these, but they could help with it after that. He said that
16 within their contracts they are not allowed to provide these services. He suggested considering
17 the language within the contracts and reimbursement for out-of-pocket expenses.

18 *Commissioner Foushee arrived at 7:50 PM.*

19 Commissioner Gordon said that there are fire services, which are within the purview of the
20 departments, and then first responders, but her assumption is that the fire departments and
21 Emergency Services have a working relationship. She asked how rescue fit into the services.

22 South Orange Rescue Squad (SORS) Chief Matthew Mauzy said that a lot of the
23 confusion is the definition of rescue. Traditionally, it was Emergency Services. He said that
24 EMS has grown to mean an ambulance, EMT, and paramedic. He said that rescue is taking a
25 patient, accessing a patient, and turning it over to a higher level of care.

26 Commissioner Gordon asked if rescue is a separate service from the fire departments.

27 Matthew Mauzy said that the rescue squad is franchised to provide EMS service and also
28 technical rescue services. The issue of concern has focused on vehicle extrication services.

29 Eno Fire Chief Bryan Baker said that they typically break it up into three components in
30 the fire departments – fire, rescue, and EMS. For the fire departments, the rescue is the
31 vehicle extrication aspect, the search and rescue, and the water rescue component.

32 Michael Talbert said that in the North Chatham Fire Department contract, it defines
33 rescue. He read this: “For the purposes of this agreement, the term ‘rescue’ shall be defined
34 as the furnishing of services to protect persons within the district from injury or death.”

35 Chair Pelissier said that in reference to the relationship between the fire departments and
36 Emergency Services and from her perspective, she did not understand the big picture. She
37 said that with the budget she only sees whether or not a fire district tax increase is suggested
38 with no idea of what is going on. Now she has a much better idea.

39 Commissioner Gordon made reference to the consultant’s report and the recommendation
40 that Emergency Services and the fire departments being located in the same building. She
41 asked about the pros and cons of doing this.

42 Chapel Hill Fire Chief Dan Jones said that a lot of recommendations in the consultant’s
43 report are good and valid, but there are some implementation issues that were recommended
44 that he takes serious issue with. He said that the relationship between field workers in Orange
45 County has always been very good. The working relationships in the field have always been
46 very good. He said that the problem over the years has been with the administration and
47 leadership roles of the various agencies. He thinks that it is ridiculous to build nine new EMS
48 stations when there are fire stations strategically located that can easily have additions to
49 accommodate an ambulance and share those resources. The key to the success of that is
50 setting the expectations early and putting it all in writing.

1 Eno Fire Chief Bryan Baker said that he agreed with Dan Jones. He said that when they
2 were building new stations they did ask if a bay should be built in the station but were shot
3 down by the county. He said that there is no need to build those new stations when bays can
4 be added on to existing stations.

5 SORS Chief Matthew Mauzy agreed with Dan Jones and Bryan Baker and said that South
6 Orange Rescue Squad currently co-locates at least one Orange County ambulance and
7 sometimes two or three. He said that the problems that have been experienced are entirely
8 with the lack of expectations being set. Going forward with a clear understanding up front can
9 resolve all of the potential issues.

10 Commissioner Yuhasz said that this demonstrates to him the need to address the
11 question of how Emergency Services and first responders are to be managed in this County. It
12 is time to define the expectations. He asked if the Emergency Services Work Group should
13 take this on.

14 Commissioner McKee said that this may be something to look at but he is reluctant to
15 expand the scope of the work group at this late date. He said that there is a contract
16 negotiation in progress with Orange Rural Fire Department at this point with the county. He
17 said that Orange Rural wished to have a contract that is spelled out, delineating all
18 responsibilities, etc.

19 Commissioner Yuhasz said that managing expectations has huge policy implications for
20 the County. He thinks that it needs to be done on a countywide basis to have a consistent
21 policy among all of the departments and a clear expectation among the departments, County
22 Commissioners, and the citizens regarding the role of all three entities.

23 Eno Fire Chief Bryan Baker said that his recommendation is not to take it in front of the
24 Emergency Services work group but with the Fire Chief's Council because there are other
25 members on the Emergency Services work group like the Sheriff's office and police
26 departments that are not familiar with this topic at all. He said that the first responder program
27 needs to be ironed out.

28 Commissioner Foushee agreed with Chief Baker and said that she does not think that the
29 Emergency Services Work Group is the place for this to occur.

30 Commissioner McKee agreed and said that the work group was given very specific
31 directions and objectives. He would like to move forward with the objectives and sunset the
32 committee.

33 Commissioner Hemminger said that this issue needs to be resolved and the County
34 Commissioners need to endorse that it should happen.

35 Chair Pelissier said that everyone is in agreement that this issue needs to be addressed
36 and Michael Talbert needs to work with the fire chiefs for an outline toward their goals.

37 Michael Talbert said that there is a pending agreement between Orange County and
38 Orange Rural and it does address some expectation issues, compensation, and sharing of
39 locations. It is in legal review now. The hope is that this will be used as a template.

40 Michael Talbert made reference to contracts and said that on June 5th, three contracts
41 were cancelled – North Chatham, Chapel Hill, and Carrboro. All three of those were given a
42 year's notice with the idea that the contracts will be redone. He thinks that it would be fair to not
43 put this in the work group and get 3-4 representatives from the Fire Chiefs Council,
44 representatives from Emergency Services, and representatives from the management of
45 Orange County and sit down and work out these issues. These contracts that are redone can
46 then be used as templates next year to redo the rest of the contracts that go back to 1992.

47 Chapel Hill Fire Chief Dan Jones said that he agreed with Michael Talbert on the
48 reworking of the contracts.

49

1 **3. Discussion on Fire Protection Agreements between Fire Departments and the**
2 **County**

3 Commissioner Hemminger asked if there would be two separate contracts – ones that co-
4 locate and ones that do not.

5 Michael Talbert said that they are working on one contract to co-locate an ambulance at
6 an existing fire station. The other contract will be for fire protection, rescue, and first responder
7 with all fire departments. He would see these as two separate contracts.

8 Chapel Hill Fire Chief Dan Jones said that the easiest way to do this is to come up with
9 standard language and standard clauses.

10 SORS Chief Matthew Mauzy said that this can be done on one inclusive document with
11 check boxes for the services that each franchise provides. He agreed that the co-location is
12 one document and the provision of services is another document.

13 Commissioner Yuhasz said that he wants to make sure they do not end up with 11
14 different contracts.

15 Commissioner Gordon made reference to the North Chatham, Chapel Hill, and Carrboro
16 contracts and these have been cancelled. She said that she is not sure they should wait until
17 the Orange Rural contract is finished because there may be some concerns. She wants an
18 update on the contract process with these three departments.

19 Michael Talbert said that the proposed contract with Orange Rural is the co-location of
20 one ambulance and not a contract for fire protection. This is a separate contract for the three
21 departments of North Chatham, Chapel Hill, and Carrboro. He said that staff will be coming
22 back to the Emergency Services Work Group on October 16th with a recommendation for the
23 work group to consider. If the work group endorses the plan, staff will continue meeting with
24 the state, management, the Boards of the entities, and will schedule a work session between
25 now and the end of the year with the idea that if it all works out there could be action as early as
26 the first meeting in January. This would be early enough for the changes that need to be made.
27 The first step is the work group endorsing this.

28 Commissioner McKee said that the 112 homes that were a Class 10 rating was the driver
29 in this issue. These homes were at risk of extreme increases in their insurance or no
30 insurance.

31
32 Michael Talbert said that he distributed a newer contract tonight for the three
33 departments. There must be new contracts in place by July 1, 2013. He went through the
34 North Chatham contract. The first page is similar to the 1992 contracts.

35 The changes come on #3. Chatham County spells out the correction percentage they
36 anticipate on the taxes and how they are going to pay the departments at the first of the month
37 following the collections. The County currently pays once a quarter, so it would be a change.

38 Item #4 says, "shall provide adequate fire protection services and will provide necessary
39 equipment personnel and other resources as determined by the North Carolina Department of
40 Insurance." It goes on to say that, "the district will maintain at least a rating of 9s." This puts
41 the burden on the fire department to maintain that rating. It goes further to define rescue and
42 first responder, and fire is already defined by the state statute.

43 Item #7, the contract with North Chatham calls for an annual audit by a certified public
44 accountant, which is then turned in to the County Commissioners by December 1st of the next
45 year. The County's contracts do not currently call for an audit.

46 Item #10, in the event that the fire department is dissolved for any reason, it spells out
47 how the assets of that fire department would be distributed, where they would go, and how they
48 would be used within the existing district. This is not currently part of the County's contract.

49 Item #11 is completely new and goes into the idea of hold harmless and insurance.

1 Michael Talbert said that this is an example and it might be something that Orange County
2 could use going forward.

3 Commissioner Gordon asked to spell out fire, rescue, and first responder since this is for
4 the North Chatham fire department.

5 Michael Talbert said that all of this is to be worked out.

6 Commissioner McKee suggested that as a first step that the County Commissioners let
7 the departments and management work out these contracts before they come to the Board of
8 County Commissioners. He said that the County Commissioners should keep the political
9 aspect out of it now.

10 Commissioner Yuhasz agreed with Commissioner McKee as far as the process but he
11 would like to see paragraph 4 expanded to include more specifics.

12 Commissioner Gordon said that her concern is that if this is brought back to Board of
13 County Commissioners in January then there is time to work out the kinks. But if it comes later,
14 there is no time to make a choice and they have to go with staff presents to them. She would
15 like to get the technical details get worked out before January so that there is time for review.

16 Michael Talbert said that they would work as fast as possible.

17
18 SORS Chief Matthew Mauzy made reference to Commissioner McKee's comment that
19 they may need to keep times by hands for responses to get quality statistics. He said that he
20 supports a new CAD system. He wants to make sure that everyone is a partner in this and is
21 working together to make sure that this system is something that is needed.

22 New Hope Fire Chief Mike Tapp agreed with Matthew Mauzy and said that having these
23 meetings are great and he said that in the past the only interaction with the Board of County
24 Commissioners was when budgets were submitted. He said that starting this month, at their
25 Fire Chief's meeting, they will be submitting a quarterly report to the Board of County
26 Commissioners submitted through the Clerk's office.

27 Chapel Hill Fire Chief Dan Jones echoed SORS Chief Mauzy's comments and
28 complimented the Board of County Commissioners on the progress with Emergency Services in
29 the past two years. He said that the commitment the County Commissioners made is starting
30 to take effect. He said that the 9-1-1 center staffing levels are a key component and need to be
31 addressed. He said that all of this technology is great, but unless there is adequate staff to
32 operate it then it is null and void.

33 Commissioner McKee said that he wants to set a reasonable standard that can be met as
34 far as response times.

35
36 With no further items to discuss, the meeting was adjourned at [9:15 PM](#).

37
38 Bernadette Pelissier, Chair

39
40 Donna S. Baker, CMC
41 Clerk to the Board

42
43

1 DRAFT

Attachment 2

2
3
4 **MINUTES**
5 **ORANGE COUNTY BOARD OF COMMISSIONERS**
6 **WORK SESSION**
7 **October 9, 2012**
8 **7:00pm**

9 The Orange County Board of Commissioners for a Work Session on Tuesday, October 9, 2012
10 at 7:00 p.m. at the Link Government Services Center in Hillsborough, NC.

11
12 **COUNTY COMMISSIONERS PRESENT:** Chair Bernadette Pelissier, Commissioners Alice M.
13 Gordon, Pam Hemminger, and Steve Yuhasz

14 **COUNTY COMMISSIONERS ABSENT:** Valerie Foushee, Barry Jacobs, Earl McKee

15 **COUNTY ATTORNEY PRESENT:** John Roberts

16 **COUNTY STAFF PRESENT:** County Manager Frank Clifton, Assistant County Managers Gwen
17 Harvey, Clarence Grier, Michael Talbert, and Deputy Clerk to the Board David Hunt (All other
18 staff members will be identified appropriately below)

19
20 Chair Pelissier called the meeting to order at 7:07 PM. She said that Commissioner
21 Foushee is out of town and Commissioner Jacobs had an emergency to take care of.
22 Commissioner McKee was also absent.

23
24 **1. Community Giving Fund for Orange County**

25 The Board was updated on a staff initiative to create a Community Giving Fund to raise
26 and receive donations intended to support, enhance, and extend County services and County-
27 supported activities.

28 Animal Services Director Bob Marotto reviewed this item. He said that this is a team
29 project. The goal is to create a countywide giving vehicle as opposed to a special vehicle for
30 each department or service. There has been discussion about combining efforts. Also, people
31 would be able to earmark their funds for certain activities and then track the funds. He said that
32 there are eight departments actively receiving donations and there is only one department that
33 is encouraging online donations. There is a substantial amount of giving of funds, goods, and
34 volunteer time. He thinks that there are many more possibilities of giving through this
35 collaborative effort. He said that recently, the Orange County Animal Shelter received a living
36 trust of an estate. This fund would create a framework for receiving and holding substantial
37 donations, cash, stocks, bonds, or real property.

38 Public Affairs Officer Carla Banks said that it would be a good idea to have
39 professionally produced brochures or folders for this fund to give it more credibility. These
40 could be designed in-house, which would save money.

41 Health Director Colleen Bridger reviewed the implementation options. The first option is
42 to do it in-house. There is no way to do it for less than \$100,000 a year. The County only takes
43 in about \$100,000, so this would not be a net gain. There are foundations that do this for
44 minimal cost. She found the Triangle Community Foundation to be a good fit for Orange
45 County. There is a 1% administration fee, which would never equal \$100,000. This would free
46 up the staff to focus on spreading the word about the fund.

47 Frank Clifton said that if the Board feels comfortable then the staff could bring forward a
48 contract for this.

49 Commissioner Hemminger said that this is a great idea. She likes that individuals can
50 earmark funds to specific departments. She warned the staff to make sure that people know

1 that funds will not be used for operating expenses. She said that naming rights should also be
2 addressed.

3 Commissioner Gordon said that she was sold until she started reading about legal
4 control. She read: "distinct from the accounting rules above, a nonprofit transfer of assets to
5 an Agency Fund at TCF also transfers legal ownership and fiduciary responsibility of the assets.
6 As a result, all distributions from Agency Funds are subject to approval by TCF's Board of
7 Directors. Approval is routinely granted from non-endowed funds and from the accrued
8 Spendable of endowed funds." She said that she needs to know more about this because she
9 does not see how county funds can be subjected to control by anyone else. She asked if it was
10 done by not having endowed funds and Colleen Bridger said that this is how it is done.

11 Commissioner Gordon asked how the County could get out of the contract if needed.
12 Frank Clifton said that it could be written into the contract.

13 Commissioner Yuhasz asked how this would impact the volunteer activities. He does
14 not want to have this seen as the only way to contribute to Orange County.

15 Frank Clifton said that this would mainly be for assets, cash, etc.

16 Commissioner Gordon clarified that there will be a contract that excludes endowed
17 agency funds, there will be a way to get out of the contract, and that it is Orange County funds
18 managed by TCF.

19 The Board agreed.
20

21 **2. Review of Kennel Regulations**

22 The Board reviewed existing permitting and land use development regulations governing
23 the development of Kennels, Class I and Class II within Orange County.

24 Michael Harvey said that the purpose of this meeting is to discuss the regulations on
25 development of Class I and Class II kennels. In January of this year, the Board reapproved an
26 ordinance amendment splitting out riding stables and kennels. There were also modified
27 definitions to be consistent and to avoid confusion. The issue that arose in this process was
28 with the Class B special use permit. He made reference to page 2 of the packet and the
29 permitting processes for various kennels. Several questions have been posed to staff and
30 pages three and four have responses to these questions. There have been concerns about
31 whether this use should be allowed in the rural buffer zoning district and whether or not it
32 should be allowed through the Class B Special Use Permit process. The staff believes it is
33 acceptable to allow this use in the rural buffer as long as it goes through the SUP process. He
34 said that Class A and B processes are virtually identical. Staff believes that the processes are
35 adequate and appropriate. There were some questions about whether there needs to be
36 specific development standards for Class I kennels and staff agrees with this. With a Class II
37 kennel, there are 150-foot setbacks. Class I could have additional setbacks.

38 There were some Planning Board members that mentioned that they were concerned
39 that there were no development standards governing the actual physical development of the
40 building itself. He said that zoning looks at land use issues and there is a partnership with
41 Animal Services to make sure that land use issues are addressed. There are conditions in
42 place that the use will not have an adverse affect on the surrounding area.

43 Frank Clifton said that one of the concerns is the possibility of rescue operations. Class
44 I and Class II does not allow someone to sell dogs. He asked where the line gets drawn if a
45 dog has a litter of puppies. He said that this creates an issue that will be difficult to enforce and
46 he offered a word of caution regarding this.

47 Commissioner Yuhasz said that it seems that the Planning staff does not see a need to
48 make changes.

49 Michael Harvey said that the Planning staff focused on process issues. He thinks that
50 there is an opportunity to develop standards for the Class I kennel and development of

1 mandatory buffers, etc. He said that there are complexities with Class I and Class II facilities.
2 He thinks that it would be appropriate to provide a differentiation between rescue facilities and
3 kennels. He asked for direction from the Board.

4 Commissioner Yuhasz made reference to direct frontage on a state-maintained roadway
5 and said that the development regulations essentially prohibit the creation of new lots that have
6 frontage on existing state-maintained roads. He said that putting this kind of restriction into the
7 ordinance may make it difficult moving forward. This is one of his concerns. The problem has
8 been that there have been some kennels approved over the objection of neighbors. He does
9 not know what to do to make this problem better.

10 Commissioner Gordon said that the reason this came up as a concern is that this use
11 was seen as a commercial use in a residential area. She said that there should be standards
12 for Class I kennels at a minimum for 6-20 animals. She said that the neighbors are already
13 there and this would be bringing in something new and disturbing the peace in some way. Her
14 view is that there need to be higher standards.

15 Commissioner Hemminger asked about the penalty. Michael Harvey said that a
16 violation of the code is up to \$500 a day. She thinks that if someone is breeding dogs, there
17 needs to be a permit.

18 Frank Clifton said that one of the problems will be those that hunt rabbits and raise
19 beagles. It is not uncommon for these people to have 15-20 dogs at one time, but they are not
20 selling them.

21 Commissioner Hemminger said that she would like to tighten up the Class II guidelines.

22 Commissioner Yuhasz said that he does not understand why Class II kennels are
23 allowed in a rural area if they are viewed as a commercial activity.

24 Chair Pelissier said that if there is a large operation, there should be something about
25 noise because that seems to be the biggest concern.

26 Michael Harvey said that one of the reasons that noise is not in this ordinance is
27 because there are noise regulations in the animal control ordinance. This is enforced by the
28 Sheriff's department.

29 Animal Services Director Bob Marotto said that they need to focus on non-compliance
30 with other ordinances with the result being revocation of the kennel permit. There are ways to
31 tighten up the ordinance.

32 Commissioner Yuhasz said that he does not want more things for the County
33 Commissioners to decide.

34 Chair Pelissier agreed. She does not want this to be a Class A Special Use Permit.

35 Bob Marotto said that there are a handful of kennels that are a chronic problem and
36 there has been litigation with two of them. There are currently 12 Class II permits, two pending
37 Class II permits, and two Class I permits. Of that group, probably two or three have been the
38 subject of continuing complaints and concerns.

39 Commissioner Yuhasz asked about the nature of those complaints.

40 Bob Marotto said that the complaints are usually numbers, housing, noise, whether or
41 not the animals are confined securely, living conditions, etc. The renewals of the permits
42 depend upon the inspection and the standards and any violation of the standards is grounds to
43 not renew the permit.

44 Chair Pelissier said that she is hearing that the majority of the County Commissioners
45 do not want to do Class A Special Use Permits for this and the staff should come back with
46 more parameters for rural buffer, lot size, etc.

47 Frank Clifton said that one of the things not included here is the regulation of puppy
48 mills. This is something that should be considered as a separate issue.

49 Commissioner Gordon said that she would like to hear the Planning Board's take on
50 this, both for Class I and Class II.

1 Discussion ensued about the timeline and it was answered that the May or August 2013
2 QPH would be reasonable to bring the final ordinance.

3 Chair Pelissier made reference to the Class II kennel and said that the keeping of more
4 than five animals seems stringent. She would like some discussion about this.

5 Michael Harvey said that he would need to work with Bob Marotto on the numbers to
6 ensure that they are consistent between the ordinances.

7 Commissioner Yuhasz said that before the County Commissioners make a commitment
8 to bring something to a public hearing, he thinks that the Planning Board should discuss this.
9 He would like to hear this discussion before making a decision to bring something to a public
10 hearing.

11 The Board agreed.

12 13 **3. Specific Policies for Board of County Commissioner Advisory Boards**

14 The Board reviewed the final drafts of the board-specific policies for six advisory boards.

15 Chair Pelissier said that the non-substantive comments could be submitted to the
16 County Attorney.

17 John Roberts said that this was initially submitted in April or May. There were many
18 comments, but one of the comments that everyone agreed on was that the specific policies
19 need to be shorter and only need to reflect differences that are absolutely necessary. He let
20 the departments know that and the departments made the changes. These policies generally
21 reflect goals and purposes of each individual board, membership on the board, and when the
22 meetings will be.

23 24 **OUT Board**

25 Darcy Zorio, staff support for the OUT Board, came forward.

26 Commissioner Gordon asked how the policies were configured. John Roberts said that
27 each of the policies is in the same format, but each one will look different because of the
28 differences in each board.

29 Commissioner Gordon made reference to page 2, #2 in the OUT Board policy and said
30 that it should say, "in such instances, the OUT Board shall send its recommendations to the
31 Planning Board." She asked what duty the OUT Board has to the Board of County
32 Commissioners.

33 Darcy Zorio said that the recommendations go directly to the Board of County
34 Commissioners.

35 Commissioner Gordon said that, in that case, it should say, "the OUT Board shall send
36 its recommendations to the Planning Board, with a copy to the County Commissioners."

37 Commissioner Gordon made reference to the Goals and Objectives, #3, the first
38 objective, and requested that it say, "identify and provide prioritization recommendations on the
39 County's roadway, transit, *bicycle, and pedestrian* needs."

40 John Roberts asked if the Board agreed with this change.

41 Commissioner Hemminger said that she would like the recommendations broken out
42 into two pieces – Planning Board and County Commissioners.

43 Commissioner Yuhasz said that if the County Commissioners have requested that the
44 OUT Board advise the Planning Board, then that recommendation goes to the Planning Board
45 and whatever comes up from the Planning Board will include what the OUT Board
46 recommended. He does not think that the County Commissioners need to get a separate
47 recommendation.

48 Chair Pelissier said that if the County Commissioners asked for it, then it will see it
49 through the Planning Board. She thinks that this will be taken care of.

1 The Board agreed with adding “bicycle and pedestrian” to the first item under Goals and
2 Objectives.

3 Commissioner Gordon made reference to #6, “serve as an advisory body to the
4 Administrative Staff of the Orange Public Transit system.” She said that it is strange to have an
5 advisory board of the County Commissioners be an advisor to the staff.

6 Chair Pelissier said that it was agreed that it would be folded into the OUT Board, which
7 would serve as advice to the staff because they were dealing with transportation.

8 Darcy Zorio said that NCDOT requires that Orange Public Transportation have a
9 transportation advisory board as a recipient of subgrades. DOT also requires that the
10 transportation advisory board have specific membership. At this time, the board does not
11 address the issues required by the state statutes. She said that the OUT Board needs to keep
12 its goals and objectives “clean” and satisfy the DOT requirements. There are some
13 membership issues on the TAB that might not be pertinent to the OUT Board.

14 Chair Pelissier made reference to page 4 where it says that there would be three
15 members from the advisory boards having transportation interests – Commission for the
16 Environment, Economic Development Commission, and Planning Board. She said that her
17 concern is that when there are these requirements it means that people have to be on two
18 boards. She is hearing that this is problematic and that it does not work very well. She knows
19 that there should be communication between two different boards, but maybe the staff people
20 can summarize pertinent issues. She questioned having this as a stipulation of membership.

21 Commissioner Gordon said that the Commission for the Environment might have an
22 interest, but she is not sure about the Economic Development Commission. There is an
23 overlap between planning and transportation.

24 Chair Pelissier suggested not requiring this, but maybe having someone with specific
25 interests or expertise on the OUT Board.

26 Commissioner Gordon suggested asking the boards how they felt about it.

27 Frank Clifton said that the commonality with all of these boards is that the County staff
28 supports them all.

29 Commissioner Yuhasz suggested saying, “six at-large members with expertise or
30 specific interests in the environment, economic development, planning, bicycle transportation,
31 pedestrian access and safety, and public transit.”

32 After discussion, the Board decided to remove item B-4 regarding the staggered terms.
33

34 **Agricultural Preservation**

35 Rich Shaw is staff support for this board. He said that Objective B-2 should be divided
36 up and bulleted.

37 John Roberts made reference to Section IV, B, #4 and said to delete this statement
38 about quorum.
39

40 **Animal Services**

41 John Roberts said that the current date and time was included, but it somehow got
42 deleted from this one. He suggested that the current meeting dates and times should be
43 included.

44 Bob Marotto said that this board meets the third Wednesday of every other month from
45 6:30-8:30 p.m.

46 It was suggested to change “Townships” to “Towns” in section III, B, 2-a.
47
48
49

50 **Visitors Bureau**

1 Laurie Paolacelli said that this board meets the third Wednesday of every month. Since
2 she has been here, there has always been a quorum. There is representation from the towns,
3 the hospitality industry, the Chamber, Orange County Economic Development, restaurants, and
4 the high school athletic association. She said that there has been a swell in related positions
5 encouraging tourism. The board has added someone with institutional memory as an ex-officio
6 capacity and Lee Pavao is sitting in this position.

7 Commissioner Hemminger suggested putting the number of members in the
8 "composition" section. There are three ex-officios and 14 members.

9 Commissioner Gordon made reference to page 13, A-2, and she read, "The Orange
10 County Board of Commissioners may appoint an advisory board whose duty is to serve in an
11 advisory capacity to the Chapel Hill/Orange County Visitors Bureau Board." She said that it
12 should say, "whose duty is to provide advice on visitors' services in Orange County."

13 Commissioner Gordon made reference to the Charge and halfway down the paragraph
14 and said that it should read, "the board's purpose is to serve in an advisory capacity to the
15 Orange County Board of Commissioners" and not "government."

16 Commissioner Gordon made reference to page 14, B-1 and suggested saying
17 "surrounding areas" instead of "surrounding Efland."

18 Commissioner Gordon made corrections to "Representation" and said that it is Town of
19 Hillsborough Commissioners and Town of Carrboro Board of Aldermen. Also, EDC Board-
20 Orange County should read, "Economic Development Commission." It should also say this for
21 the Town of Chapel Hill and Carrboro.

22 Chair Pelissier suggested that these changes be submitted to John Roberts in writing
23 because they are not substantive.

24 25 **Planning Board**

26 Chair Pelissier said that she wanted to put a placeholder for the future and coming up
27 with applications for certain boards that were a little more detailed. These applications could
28 have some specific questions for the applicants related to the boards.

29 30 **Commission for the Environment**

31 Commissioner Gordon made reference to page 21 and suggested adding language
32 between 5 and 6 such as "provide recommendations and input on the Lands Legacy Program,"
33 and the Board agreed,

34 Commissioner Gordon suggested taking out the fields at the bottom of page 21 because
35 this is not done. She does not see a need to put this in.

36 Chair Pelissier said that she likes the listing of expertise.

37 Discussion ensued about having these areas remain.

38 The majority of the Board agreed to leave these areas as is.

39 Commissioner Gordon made reference to page 22, #4 and said that this is in the
40 general policy.

41 Rich Shaw said that 2-4 were in the general provisions and he was going to recommend
42 that these be removed.

43 Commissioner Gordon made reference to page 23, Meeting Notice, and said that it
44 should say, "staff of the Department of Environment, Agriculture, Parks, and Recreation shall
45 give a minimum of five days notice for both regular and special meetings." She said that
46 DEAPR should be spelled out.

47
48 A motion was made by Commissioner Hemminger, seconded by Commissioner Yuhasz
49 to adjourn the meeting at 9:28 p.m.
50

- 1
- 2
- 3 Donna S. Baker, CMC

Bernadette Pelissier, Chair

1 DRAFT

Attachment 3

2 MINUTES
 3 ORANGE COUNTY BOARD OF COMMISSIONERS
 4 ORANGE COUNTY PLANNING BOARD
 5 Dinner Meeting
 6 November 19, 2012
 7 5:30 P.M.
 8

9 The Orange County Board of Commissioners and the Orange County Planning Board
 10 met for a dinner meeting on Monday, November 19, 2012 at 5:30p.m. at the Link Government
 11 Services Center, Hillsborough, N.C.
 12

13 **COUNTY COMMISSIONERS PRESENT:** Chair Bernadette Pelissier, and Commissioners Alice
 14 Gordon, Barry Jacobs, Valerie Foushee, Earl McKee, and Steve Yuhasz

15 **COUNTY COMMISSIONERS ABSENT:** Pam Hemminger

16 **COUNTY ATTORNEY PRESENT:** Staff Attorney Sahana Ayers

17 **COUNTY STAFF PRESENT:** County Manager Frank Clifton, Assistant County Manager
 18 Michael Talbert, and Deputy Clerk to the Board Donna S. Baker (All other staff members will be
 19 identified appropriately below)

20 **PLANNING BOARD MEMBERS PRESENT:** Chair Larry Wright, and Planning Board members
 21 Pete Hallenbeck, Andrea Rohrbacher, Maxecine Mitchell, Rachel Phelps Hawkins, Alan
 22 Campbell, Johnny Randall, H.T. "Buddy" Hartley, Lisa Stuckey, Howard Statts

23 **PLANNING BOARD MEMBERS ABSENT:** Dawn Brezina and Tony Blake
 24

25 **Tentative 2013 Planning / Planning Board Work Plan and Discussion**
 26

27
 28 **1) Opening Remarks**

29 Introductions were made.
 30

31
 32 Chair Pelissier said this was Commissioner Foushee and Commissioner Yuhasz's last meeting
 33 and Commissioner Hemminger's too, but Commissioner Hemminger was unable to attend.
 34

35 Larry Wright, Planning Board Chair, welcomed everyone and thanked the Commissioners for
 36 meeting with them.
 37

38
 39 **2) 2011/12 Work Products Accomplishments**

40 Land Use, Zoning, UDO (Craig Benedict)
 41

42 Craig Benedict briefly reviewed the planning departments/planning board accomplishments this
 43 past year including the Hwy 57 area and their first usage there.
 44

45 Craig Benedict then mentioned the mid-section of Orange County, in the Mebane area and that
 46 the county has completed a 400 acre land use element with amendments, and also completed
 47 some Economic Development District (EDD) amendments as well in this area. He said this was
 48 the largest amount of amendments for this Small Area Plan process thus far.
 49

50 Craig Benedict said the Hillsborough Economic development zone is also coming to fruition and
 51 Hillsborough has a MOU with Board of County Commissioners and they hope to move forward
 52 on this soon.
 53

1 Craig Benedict said all of these products were a part of the Small Area Plan process and were
 2 brought about by collaboration between the Board of County Commissioners, the Orange
 3 County Planning Board and others. He said this was just an overview of initiatives that were
 4 brought forward last year to the Commissioners as part of the planning board's work plan. He
 5 said the Planning Board has had many new members over the past three years and though they
 6 adopted the UDO, since then, they have had a series of UDO amendments come forth and will
 7 now examine certain parts of those UDO plans in Phase II.
 8
 9

10 **3) Ongoing Planning Initiatives (in pipeline)**
 11 **Economic Development Uses and Processes (Craig Benedict)**
 12

13 Craig Benedict said Orange County passed the sales tax in 2012 and some of this funding is
 14 going toward economic development. Craig Benedict said they will be bringing forth some
 15 amendments next year in reference to SAPFO (as relates to a recent court case in another
 16 county) and may be tweaking it a bit. They have some projects in the pipeline already, and in
 17 order to plan ahead, they wanted to meet with Board of County Commissioners and see what
 18 their priorities were.
 19

20 Craig Benedict said when they created the UDO and Comprehensive Plan, there were some
 21 people that wanted to change everything at that point but staff said that this would come in time.
 22 The Planning Department has begun to implement some of these suggestions from those two
 23 processes now.
 24
 25
 26

27 **4) Comprehensive Plan, UDO Implementation Bridge**
 28 **a. Planning Board Prioritization (Larry Wright, Pete Hallenbeck)**
 29

30 Larry Wright said this planning board is a group of talented individuals with subject area
 31 expertise and he said he has taken great pleasure to see new members come on board and
 32 participate in this process.

33 Pete Hallenbeck, Planning Board Vice Chair, said the UDO was supposed to be two phases
 34 and phase two was going to be everything they wanted to change from phase one, which will be
 35 the UDO implementation bridge. He said Phase 2 does not imply that there is an end to this
 36 process but will be constantly changing.
 37

38 Pete Hallenbeck said the planning board needs to figure out how to prioritize their list of projects
 39 and he said what drives it is to use the Planning staffs' knowledge and experience and utilize
 40 individual board members' areas of expertise in certain areas; and to be responsive to
 41 suggestions and guidance from Board of County Commissioners and other advisory boards.
 42 He said they will have planning board members look at the implementation bridge and come up
 43 with suggestions and then work with planning staff to figure out the order of their list of
 44 priorities. The list is not the just the "good stuff" but the procedures they plan to use for all that
 45 is coming at them and revise and prepare them and the information for what may be coming
 46 next.
 47

48 Chair Pelissier said it is great idea to coordinate with other advisory boards and to look at other
 49 boards' priorities and work plans to help inform them and the process.
 50

51 Commissioner Foushee said she agreed that this is a process that does not end and with the
 52 different phases, and she appreciated Mr. Hallenbeck's acknowledgement of this.
 53

1 Commissioner Yuhasz said Craig Benedict mentioned about streamlining two years ago and
2 this needs to be a priority as they look at the UDO to streamline the process by which projects
3 are considered and approved. He said to streamline the process by which both the Planning
4 Board and the Board of County Commissioners' review projects and suggested changes.

5
6 Commissioner Jacobs said having a simple and transparent process is vital and that some
7 residents need something outside of the "planese" verbiage and more in laymen's terms.

8
9 Commissioner Gordon arrived at [5:58PM](#).

10
11 Commissioner Gordon said that whatever the Commissioners do they need to be transparent
12 with the public. They need to have public hearings on items at a different meeting from the
13 meeting at which they vote. She said that fast does not necessarily mean good. She said that
14 they need to go at the right speed and get meaningful public participation and that outreach
15 meetings are very helpful. She said they are a county that wants their citizens involved and that
16 means they have to make it understandable and easy for the citizens to participate.

17
18 **b. Joint Advisory Board meeting to choreograph mutual interest projects?**

19
20 Craig Benedict said Orange County is proceeding toward a central permitting process and
21 initiative. He said they have just hired a new staff person from the private sector to address this
22 process. He said they are going to be sending out a letter to the joint advisory boards with
23 mutual joint interests so that these boards can let the Planning Board/staff know what is
24 percolating in the other advisory boards and where they all can collaborate.

25
26 Pete Hallenbeck said they are hearing from the Board of Commissioners: to speed up the
27 processes, transparency, clarification, take into account the end user and use the staff to
28 shepherd the planning process.

29
30 Chair Pelissier said there are two types of processes – one that does not involve the Board of
31 County Commissioners or the Planning Board and that process needs to be quick; the other
32 part are those items that come to them as the Board of County Commissioners and Planning
33 Board and they need to use a transparent process and involve the citizens as much as possible.

34
35
36 **c. Staff Capacity**

37
38 Craig Benedict introduced the planning staff:

39
40 Michael Harvey has been doing a lot of UDO text amendments.

41
42 Perdita Holtz has recently been choreographing the Quarterly Public Hearings (QPH), working
43 closely with the Planning Board and has also been updating UDO text amendments. One of her
44 positions was lost this summer and that person worked on the UDO.

45 Tom Altieri now oversees some intergovernmental projects and transportation planning.

46
47 Craig Benedict said they have lost some talented transportation planners recently to other
48 governmental entities after brief stints with the county and they are looking to stabilize this area
49 in their department.

50
51 Larry Wright said this planning board has been doing a greater job than it has ever done before
52 and he contributed that to Frank Clifton, the County Manager. He said Mr. Clifton has permitted
53 his staff to do the work they are supposed to do.

54

1 Rachel Phelps Hawkins asked what obstacles the citizens/businesses are still finding so hard to
2 overcome when they go through the planning process.

3
4 Chair Pelissier said one of the obstacles is that in the EDD districts there has been no water and
5 sewer infrastructure and that is what businesses need – infrastructure.

6
7 Steve Brantley said the pieces are finally coming together with utilities and pre-zoning in some
8 of these EDD areas but when they are competing with other counties, these other counties
9 already have these in place, which leaves Orange County at a disadvantage. He said they are
10 surrounded by communities with a very competitive product but Orange County is moving
11 forward.

12
13 Commissioner McKee said there has always been a perception that Orange County was not
14 friendly to economic development in the past 20 years. He said that with the AKG expansion
15 last year in Mebane, that this may have broken the ice on that perception. He said they need to
16 continue down that road so that Orange County's perception is now that Orange County is
17 "open for business". He does not envision our UDO cutting back to 77 pages from 700 pages
18 like Alamance's UDO is/has, but we are moving forward.

19
20 Pete Hallenbeck said with the mention of utilities, water and sewer, that they also need data in
21 these EDD areas.

22
23 Commissioner Jacobs said when the Planning Board meets with other county advisory boards
24 to also include reaching out to other planning boards in the county that has Orange County reps
25 on these boards and perhaps get some ideas that would be mutually beneficial.
26 He also said that they to encourage people on the planning board who want to follow their own
27 passions to work with staff closely on these assumptions.

28
29 Commissioner Gordon said she appreciated what the Planning Board does since she used to
30 be on this board and she appreciated their informative minutes. Chair Pelissier agreed.

31 32 **5) BOCC Planning Retreat 2013**

33
34 Chair Pelissier said that the Commissioners' retreat is currently scheduled for February 1,
35 2013 and Board of County Commissioners' retreat representatives are Commissioner
36 Jacobs, Commissioner McKee and Commissioner-Elect Mark Dorosin, She asked
37 Commissioner McKee and Commissioner Jacobs to elaborate on what the retreat may
38 entail. Commissioner Jacobs said one some of the suggested topics include what comprises
39 economic development in Orange County; reviewing BOCC goals and objectives with new
40 board members; discussion on poverty in Orange County; and intergovernmental
41 relationships and how to do a better job in this area.

42
43 The meeting adjourned at [6:26 PM](#).

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 3, 2012

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

SUBJECT: Motor Vehicle Property Tax Releases/Refunds

DEPARTMENT: Tax Administration

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

Resolution
Releases/Refunds Data Spreadsheet
Reason for Adjustment Summary

INFORMATION CONTACT:

Dwane Brinson, Tax Administrator,
919-245-2109

PURPOSE: To consider adoption of a resolution to release motor vehicle property tax values for fourteen (14) taxpayer requests 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 \$1,638.15 to Orange County, the towns, and school and fire districts. Financial impact year to date for FY 2012-2013 is \$26,710.04.

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 of the attached refund resolution.

NORTH CAROLINA

RES-2012-105

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 regular 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 _____, 2012.

Clerk to the Board of Commissioners

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

BOCC REGISTERED MOTOR VEHICLE REPORT DECEMBER 3, 2012

| NAME | ABSTRACT NUMBER | BILLING YEAR | ORIGINAL VALUE | ADJUSTED VALUE | FINANCIAL IMPACT | REASON FOR ADJUSTMENT |
|------------------------------|-----------------|--------------|----------------|----------------|------------------|--|
| Bishop, Jeanne | 577667 | 2012 | 5,800 | 4,756 | (17.08) | High mileage (Appraisal appeal) |
| Derdau, Gregg | 589229 | 2012 | 6,190 | 4,690 | (23.10) | Repair estimate (Appraisal appeal) |
| Dilweg, Jamie | 588456 | 2012 | 30,550 | 30,225 | (5.02) | High mileage (Appraisal appeal) |
| Eichel, James | 1009690 | 2012 | 8,610 | 7,000 | (24.79) | Price paid (Appraisal appeal) |
| Franklin, William Thomas Sr. | 1011955 | 2012 | 7,540 | 0 | (69.21) | Double billing (Illegal tax) |
| Jans, John | 590297 | 2012 | 5,480 | 4,680 | (7.27) | High mileage (Appraisal appeal) |
| Jones, Sandra Jayne | 1010133 | 2012 | 37,662 | 21,030 | (272.07) | Appraisal from dealer (Appraisal appeal) |
| Liberty, Gregory | 591052 | 2012 | 18,620 | 7,820 | (176.67) | High mileage (Appraisal appeal) |
| Moore, Gerald Andrew Jr. | 982766 | 2011 | 10,420 | 0 | (210.56) | Military leave & earning statement home of record AK (Illegal tax) |
| Murphy, Peter | 1010082 | 2012 | 2,745 | 200 | (39.14) | Over assessment (Appraisal appeal) |
| Sechrist, Stephen | 603659 | 2012 | 11,480 | 8,710 | (25.32) | High mileage (Appraisal appeal) |
| Thomas, Donald Kenneth | 594195 | 2012 | 7,520 | 7,245 | (2.52) | High mileage (Appraisal appeal) |
| Thornburg, Thomas | 1010679 | 2012 | 22,150 | 0 | (371.20) | Changed county to Durham (Illegal tax) |
| Yim, James Heung | 670178 | 2011 | 19,530 | 0 | (394.20) | Canadian military NATO status (Illegal tax) |
| | | | | Total | (1,638.15) | |

Military Leave and Earning Statement: Is a copy of a serviceman's payroll stub covering a particular pay period. This does list his home of record, which is his permanent state of residence where he would pay any state income taxes.

Vehicle Titles

Salvaged and Salvage Rebuilt: Any repairs that exceed 75% of the vehicle's market value using NADA, Kelly Blue Book and various other publications. When the insurance company has totaled the vehicle, and the customer has received the claim check, four things can happen:

- Insurance company can keep the vehicle.
- Customer can keep the vehicle. The customer is instructed to contact the local DMV inspector to have an initial inspection done, for vehicles 2001 to 2006 (these dates change yearly, example in 2007 the models will be 2002-2007).
- Affidavit of Rebuilder- The inspector lists each part that needs to be repaired.
- Final inspection- if all work is cleared and approved by the inspector then the rebuilt status is then removed (salvaged status remains).

Note: Finance companies will not finance a salvaged vehicle.

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 Reconstruction: When work has been done on (vehicles 2001-2006 in year 2006) this is issued when the inspector didn't see the original damaged and the vehicle has been repaired.

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

Custom Built: When the customer has built this vehicle himself or herself. Ex. parts taken from various vehicles to build one vehicle. Three titles are required from the DMV in this case. 1) Frame 2) Transmission 3) Engine. Then an indemnity bond must be issued. An indemnity bond must also be issued when the vehicle does not have a title at all.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 3, 2012

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

SUBJECT: Property Tax Releases/Refunds

DEPARTMENT: Tax Administration

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

Resolution
Spreadsheet

INFORMATION CONTACT:

Dwane Brinson, Tax Administrator,
(919) 245-2109

PURPOSE: To consider adoption of a resolution to release property tax values for twelve (12) tax notices which require a property tax release and/or refund that will result in a reduction of revenue.

BACKGROUND: The Tax Administration Office has received twelve (12) requests from taxpayers 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 releases and refunds for the current and four previous fiscal years.

FINANCIAL IMPACT: Approval of this change will result in a net reduction in revenue of \$41,700.15 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.

RECOMMENDATION(S): The Manager recommends 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-2012-106

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 regular 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 _____, 2012.

Clerk to the Board of Commissioners

Releases/refund both clerical errors illegal tax - GS 105-381

**BOCC REPORT- REAL/ PERSONAL
DECEMBER 3, 2012**

| NAME | ABSTRACT NUMBER | BILLING YEAR | ORIGINAL VALUE | ADJUSTED VALUE | FINANCIAL IMPACT | REASON FOR ADJUSTMENT |
|---|-----------------|--------------|----------------|----------------|------------------|---|
| Orange Tennis Shop, LLC. | 968846 | 2012 | 30 | 0 | (0.46) | Business closed prior to January 1, 2012 (Illegal tax) |
| Lever, John Jr. | 263383 | 2009 | 3,170 | 0 | (38.15) | Doubled billed (Illegal tax) |
| Lever, John Jr. | 263383 | 2010 | 2,970 | 0 | (30.19) | Doubled billed (Illegal tax) |
| Lever, John Jr. | 263383 | 2011 | 2,822 | 0 | (29.16) | Doubled billed (Illegal tax) |
| Lever, John Jr. | 263383 | 2012 | 2,760 | 0 | (26.05) | Doubled billed (Illegal tax) |
| Hernandez, Edgar | 1011862 | 2012 | 11,986 | 0 | (203.09) | Doubled billed due to name error (Clerical error) |
| Kimrey, Ervin Jr. | 320478 | 2012 | 18,200 | 0 | (1,456.11) | Incorrect owner (Illegal tax) |
| Kimrey, Ervin Jr. | 320476 | 2012 | 9,953 | 0 | (99.04) | Incorrect owner (Illegal tax) |
| Alberto Jesus Sagastume-Leiva | 999931 | 2012-2011 | 4,840 | 0 | (52.74) | Double billed due to name error (Clerical error) |
| Alberto Jesus Sagastume-Leiva | 999931 | 2012 | 4,840 | 0 | (52.74) | Double billed due to name error (Clerical error) |
| Hollowell, Susan G. | 1005547 | 2012 | 407,000 | 306,734 | (900.99) | Property should be billed at present-use value for 2012 |
| University of North Carolina Hospitals at Chapel Hill | 988773 | 2012 | 2,523,500 | 0 | (38,811.43) | Exempt property for 2012 (Illegal tax) |
| | | | | Total | (41,700.15) | |

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 3, 2012

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

SUBJECT: Applications for Property Tax Exemption/Exclusion

DEPARTMENT: Tax Administration

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

Exempt Status Resolution
Spreadsheet
Requests for Exemption/Exclusion

INFORMATION CONTACT:

Dwane Brinson, Tax Administrator,
(919) 245-2735

PURPOSE: To consider seven (7) untimely applications for exemption/exclusion from ad valorem taxation for the 2012 tax year.

BACKGROUND: North Carolina General Statutes (NCGS) require applications for exemption to be filed during the normal listing period, which is during the month of January. Exclusion for Elderly/Disabled, Circuit Breaker and Disabled American Veterans should be filed by June 1st of the tax year being applied. NCGS 105-282.1(a)(5) 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 subdivision applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed.

Four of the applicants are applying for homestead exclusion based on NCGS 105-277.1, which allows exclusion of the greater of twenty-five thousand dollars (\$25,000) or fifty percent (50%) of the appraised value of the residence.

Three of the applicants are applying for exclusion based on NCGS 105-278.3, which allows for exclusion from property taxes for property used for a religious purpose.

Based on the information supplied in the applications and the above referenced General Statutes, the applicants can be approved for 2012. The opinion of the Tax Administrator is the information provided to date satisfies the good cause requirement of NCGS 105-282.1(a)(5) and these properties should be approved for exclusion.

FINANCIAL IMPACT: The reduction in the County's tax base associated with approval of these exemption applications will result in a reduction of FY 2012/2013 taxes due to the County, municipalities, and special districts in the amount of \$33,833.62.

RECOMMENDATION(S): The Manager recommends the Board approve the attached resolution for the above listed applications for FY 2012/2013 exemption.

NORTH CAROLINA

RES-2012-107

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 2012 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 2012 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 regular 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 _____, 2012.

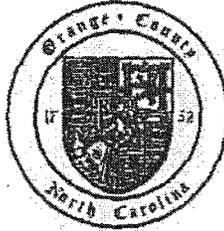
Clerk to the Board of Commissioners

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

**BOCC REPORT REAL/PERSONAL
DECEMBER 3, 2012**

| NAME | ABSTRACT NUMBER | BILL YEAR | ORIGINAL VALUE | TAXABLE VALUE | FINANCIAL IMPACT | REASON FOR ADJUSTMENT |
|---|----------------------------|----------------------|---------------------------|--------------------------|-----------------------------|-------------------------------------|
| Dolan, Francine | 295525 | 2012 | 18,866 | 0 | (249.06) | 2012 Late HE Application |
| Fuller, Barbara | 65700 | 2012 | 90,645 | 45,322 | (422.22) | 2012 Late HE Application |
| Hopkins, Joann | 3963 | 2012 | 110,126 | 55,063 | (498.10) | 2012 Late HE Application |
| Orange United Methodist Church | 988828 | 2012 | 163,600 | 0 | (2,520.09) | 2012 Late Application for Exemption |
| Orange United Methodist Church | 988827 | 2012 | 1,733,800 | 0 | (26,707.45) | 2012 Late Application for Exemption |
| Phillips, Emma O. | 237807 | 2012 | 247,696 | 123,848 | (2,025.91) | 2012 Late HE Application |
| Property Owners Association of Stoneridge and Sedgfield | 50910 | 2012 | 124,200 | 0 | (1,410.79) | 2012 Late Application for Exemption |
| | | | | Total | (33,833.62) | |

November 1, 2012 thru
November 13, 2012



Request for Tax Relief Late Application Filing

Date: 8/28/12

To Whom It May Concern:

I FRANCINE DOLAN, am applying for a late
(PRINT NAME)

Homestead Exemption for the year 2012 on parcel number

(PIN) # 9804169674 #295525

The reason for my late request is:

I was not aware that this exemption was available to me.

I just found out about the Property Tax Relief Program.

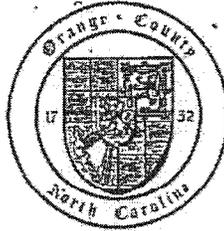
Other I was ill with Congestive Heart Failure (The C.O.P.D., Asthma, Atrial Fibrillation, etc. didn't make things easier); Sorely, I didn't see the letter; My daughter said she did not see your letter either. (She doesn't live with me.)

Thank you,

x Francine Dolan
(Signature)

How did you find out about this exemption?

I've had it for several years. When I was in the hospital, ~~my daughter~~ my daughter was supposed to bring the mail to me. I did receive it - I don't remember it. My daughter left most of the mail in my home she said there was almost no mail when I got out & came home & I'm sorry, had I ~~known~~ known it would have filled it out.



FILED
OCT 23 2012
ORANGE COUNTY
TAX ADMINISTRATION

**Request for Tax Relief
Late Application Filing**

Date: 9/15/2012

To Whom It May Concern:

I Barbara Fuller, am applying for a late
(PRINT NAME)

Homestead Exemption for the year 2012 on parcel number

(PIN) # 9837884322

The reason for my late request is:

I was not aware that this exemption was available to me.

I just found out about the Property Tax Relief Program.

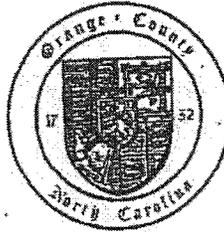
Other

Thank you,

Barbara Fuller
(Signature)

How did you find out about this exemption?

Sibling informed me



FILED

NOV 05 2012

**ORANGE COUNTY
TAX ADMINISTRATION**

**Request for Tax Relief
Late Application Filing**

Date: 10-31-2012

To Whom It May Concern:

I JOANN Hopkins, am applying for a late
(PRINT NAME)

Homestead Exemption for the year 2011 on parcel number

(PIN) # 9835138384/9835230300

The reason for my late request is:

I was not aware that this exemption was available to me.

I just found out about the Property Tax Relief Program.

Other

Thank you,

JoAnn Hopkins
(Signature)

How did you find out about this exemption?

From A friend-

ORANGE UNITED METHODIST CHURCH

Kandice Wright
Orange County Tax Administration
228 S Churton Street, Suite 200
P.O. Box 8181
Hillsborough, NC 27278

FILED

NOV 09 2012

ORANGE COUNTY
TAX ADMINISTRATION

November 2, 2012

Dear Ms. Wright,

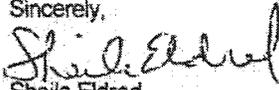
This letter is a request for a late registration for Property Tax Exemption or Exclusion.

We are Orange United Methodist Church on Martin Luther King Jr, Blvd. here in Chapel Hill. We have been here since 1832 and have always appreciated the fact that churches were not subject to property tax. This year we made some enhancements to our property – an expanded parking lot, and a small cabin.

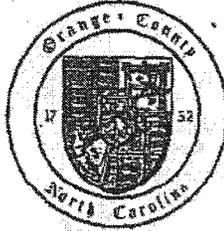
Unfortunately, in the process of doing this, we were not aware that we needed to file an application to receive the continued exemption of the church. As soon as we were aware of the problem, I contacted your office to find out what steps needed to be taken to get this corrected. I have submitted the Property Tax Exemption or Exclusion on October 4, 2012.

It is my understanding that I need to submit this letter also, to explain what happened. Plain and simple we were unaware of the process that needed to be done. We sincerely hope that you will allow us to file the late registration. Having learned from this experience (being new to this sort of thing), I can assure you it will not happen again.

Sincerely,



Sheila Eldred
Financial Secretary
919-942-2825 (B)
Finance@oumcmail.com



FILED

OCT 23 2012

ORANGE COUNTY
TAX ADMINISTRATION

**Request for Tax Relief
Late Application Filing**

Date: 10-3-12

To Whom It May Concern:

I E. OLIVE S. PHILLIPS am applying for a late
(PRINT NAME)

Homestead Exemption for the year 2012 on parcel number

(PIN) # 9778 69 3191

The reason for my late request is:

I was not aware that this exemption was available to me.

I just found out about the Property Tax Relief Program.

Other Legally blind and needed help.

Thank you,

Emma O. Phillips
(Signature)

How did you find out about this exemption?

FILED

NOV 09 2012

TILLMAN HINKLE, PLLC

ATTORNEYS AT LAW
 111 CLOISTER COURT, SUITE 102
 CHAPEL HILL, NC 27514
 TELEPHONE (919) 402-1740 * FACSIMILE (919) 403-0132

**ORANGE COUNTY
 TAX ADMINISTRATION**

BETH TILLMAN*
 BTILLMAN@THLLAWFIRM.COM

CHRISTINA GOSHAW HINKLE*
 CHINKLE@THLLAWFIRM.COM

AMY WALKER*
 AWALKER@THLLAWFIRM.COM

* BOARD CERTIFIED SPECIALIST IN ESTATE PLANNING AND PROBATE LAW
 * ALSO LICENSED IN NEW YORK

November 5, 2012

Kandice Wright
 Exemption Program
 Orange County Tax Administration
 Post Office Box 8181
 Hillsborough, NC 27278

Re: Property Owners Association of Stoneridge and Sedgfield

Dear Ms. Wright:

I am writing on behalf of the Property Owners Association of Stoneridge and Sedgfield, Inc. ("POA") in response to your letter, which we received on November 2, 2012, regarding the POA's application for Property Tax Exemption and Exclusion for the 2012 tax year.

Pursuant to NCGS Section 105-282.1, we are requesting that our application be considered despite being submitted after the listing period.

The POA acquired title to the property in question on February 2, 2011, by quitclaim deed from the developer of our neighborhood. The POA acquired title so that the POA could preserve and maintain the historic cemetery located in our neighborhood. This cemetery is commonly referred to as the Johnston-Riggsbee-Nunn Families Cemetery. There are approximately 188 known gravesites located on the site.

At the time the POA acquired the tract, the POA board was aware that the site was exempt from taxation due to its status as a cemetery, but was unaware that the POA needed to apply for continued exemption as a result of the quitclaim deed. Upon receipt of the 2012 tax bill, the POA promptly submitted an application for exemption and exclusion.

The POA is a not-for-profit homeowners association and is run by volunteers in the neighborhood. The Board requests that this letter be accepted as a showing of good cause by the applicant for failure to make timely application.

Thank you in advance for considering this request. Please contact me if any additional information is needed.

Very truly yours,


 Christina Goshaw Hinkle
 POA Board Member

**ORANGE COUNTY
BOARD OF COMMISSIONERS
ACTION AGENDA ITEM ABSTRACT
Meeting Date: December 3, 2012**

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

SUBJECT: Comprehensive Plan and Unified Development Ordinance Amendment Outline/Schedule for UDO Text Amendments to Revise Section 1.6.5 – (Planning Board) Rules of Procedure

DEPARTMENT: Planning and Inspections

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

INFORMATION CONTACT:

Comprehensive Plan and Unified Development Ordinance Amendment Outline Form (UDO/Zoning-2013-02)

Perdita Holtz, Planning Systems Coordinator, 245-2578
Craig Benedict, Planning Director, 245-2592

PURPOSE: To consider and approve the process components and schedule for minor “housekeeping” amendments to the Unified Development Ordinance (UDO) text, currently scheduled for the February 25, 2013 Quarterly Public Hearing.

BACKGROUND: The Board of County Commissioners adopted a general advisory board policy document in 2012 and policies and procedures for the Planning Board in November 2012. This was part of an effort to standardize operations of the numerous boards which advise the BOCC. Because the UDO has a specific section relating to the Planning Board’s Rules of Procedure, the section needs to be updated in order to be consistent with current County processes and procedures.

A similar change will be necessary for the Board of Adjustment (Section 1.8.4) after the BOCC adopts policies and procedures for the Board of Adjustment.

FINANCIAL IMPACT: Please refer to Section C.3 of Attachment.

RECOMMENDATION(S): The Manager recommends the Board approve the attached Amendment Outline form and direct staff to proceed accordingly.

COMPREHENSIVE PLAN/ FUTURE LAND USE MAP AND UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT OUTLINE

UDO / Zoning-2013-02

Amendment to revise Section 1.6.5 – (Planning Board) Rules of Procedure

A. AMENDMENT TYPE

Map Amendments

- Land Use Element Map:
From: ---
To: ---
- Zoning Map:
From:- --
To:---
- Other:

Text Amendments

- Comprehensive Plan Text:

Section(s):

- UDO Text:

- UDO General Text Changes
 UDO Development Standards
 UDO Development Approval Processes

Section(s): 1.6.5

- Other:

B. RATIONALE

1. Purpose/Mission

In accordance with the provisions of Section 2.8 *Zoning Atlas and Unified Development Ordinance Amendments* of the UDO, the Planning Director has initiated text amendments to change the section of the UDO pertaining to the Planning Board's Rules of Procedure. The change is necessary to reflect the general advisory board policy document and the specific Planning Board policies and

procedures recently adopted by the BOCC. Section 1.6.5 now conflicts with the process utilized by the BOCC.

2. **Analysis**

As required under Section 2.8.5 of the Unified Development Ordinance, the Planning Director is required to: 'cause an analysis to be made of the application and, based upon that analysis, prepare a recommendation for consideration by the Planning Board and the Board of County Commissioners'.

The required analysis will be part of the quarterly public hearing materials.

3. **Comprehensive Plan Linkage (i.e. Principles, Goals and Objectives)**

No direct linkage to the Principles, Goals, and Objectives of the Comprehensive Plan. This amendment is proposed in order to engage in "good housekeeping" by ensuring the Ordinance does not conflict with current County processes and procedures.

4. **New Statutes and Rules**

The BOCC adopted an Advisory Board Policy in 2012 and adopted specific Planning Board Policies and Procedures in November 2012.

C. PROCESS

1. **TIMEFRAME/MILESTONES/DEADLINES**

a. BOCC Authorization to Proceed

December 3, 2012

b. Quarterly Public Hearing

February 25, 2013

c. BOCC Updates/Checkpoints

February 5, 2013 – Approval of legal ad

April 9, 2013 – receive Planning Board recommendation

d. Other

2. **PUBLIC INVOLVEMENT PROGRAM**

Mission/Scope: Public Hearing process consistent with NC State Statutes and Orange County ordinance requirements

a. Planning Board Review:

March 6, 2013 (recommendation)

b. Advisory Boards:

N/A

c. Local Government Review:

N/A

d. Notice Requirements

Legal advertisement will be published on February 10 and 17 in the Chapel Hill Herald and on February 13 and 20 in the News of Orange.

e. Outreach:

General Public:

Small Area Plan Workgroup:

Other:

3. FISCAL IMPACT

Consideration and approval will not create the need for additional funding for the provision of County services. Costs for the required legal advertisement will be paid from FY2012-13 Departmental funds budgeted for this purpose. Existing Planning staff included in the Departmental staffing budget will accomplish the work required to process this amendment.

D. AMENDMENT IMPLICATIONS

No implications. The proposed amendments are solely a 'housekeeping' item resulting from advisory board policies recently adopted by the BOCC.

E. SPECIFIC AMENDMENT LANGUAGE

Section 1.6.5 currently reads as follows:

1.6.5 Rules of Procedure

The Planning Board shall adopt rules of procedure for the conduct of its affairs. The rules shall be maintained in the office of the Planning Director. Except as otherwise expressly stated in this Ordinance, the rules adopted by the Planning Board shall provide for:

(A) Selection of officers, specifically a Chair and Vice Chair, whose term of office

shall be one year, with eligibility for re-election.

(B) Attendance requirements.

(C) Establishment of a quorum, which shall be a majority of the appointed members, to allow the Board to conduct business.

(D) Establishment of a monthly, at a minimum, date and time for a regular meeting.

(E) A procedure for calling special meetings as the need of the Board requires.

The suggested amendment is for the section to be re-written to read as follows:

1.6.5 Rules of Procedure

The Planning Board shall conduct of its affairs in accordance with the “Orange County Board of County Commissioners Advisory Board Policy” and the “Planning Board Policies and Procedures”.

Primary Staff Contact:

Perdita Holtz

Planning Department

(919) 245-2578

pholtz@orangecountync.gov

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 3, 2012

**Action Agenda
Item No.** 7-a

SUBJECT: Senior Care of Orange County, Inc. – Revised By-Laws and Lease Agreement

DEPARTMENT: County Manager, County
Attorney

PUBLIC HEARING: (Y/N)

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| No |
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ATTACHMENT(S):

Revised Senior Care of Orange County
By-Laws
Resolution Approving Lease to Senior
Care of Orange County
Lease Agreement with Senior Care of
Orange County

INFORMATION CONTACT:

Gwen Harvey, Assistant County
Manager, 919-245-2307
Janice Tyler, Aging, 919-968-2071
John Roberts, County Attorney,
919-245-2318
Jeff Thompson, Asset Management
Services, 919-245-2658

PURPOSE: To consider two actions concerning Senior Care of Orange County, Inc. (SC of OC, Inc.):

- Approval of revised by-laws for SC of OC, Inc.; and
- Approval of a resolution authorizing a lease agreement with SC of OC, Inc.

BACKGROUND: SC of OC, Inc. administers adult day care services, known as the Florence G. Soltys Program, designed for the welfare of maturing residents, particularly within central and northern Orange, to maintain each participant's independence and capacity for self-care and to promote his/her social, physical and emotional well-being, with the aim of preventing inappropriate or premature institutionalization.

The Master Aging Plan (MAP) approved by the BOCC in March 2001 identified an adult day health program as one of its top priorities. The BOCC approved the adult day health initiative and set aside \$40,000 for the planning and implementation of adult day health center, under the guidance and direction of the Aging Department, in November 2001. From the beginning it was agreed the initiative would be a community partnership and not an on-going County program. The adult day health center opened its doors in March 2003.

By-Laws: The BOCC approved by-laws for a new nonprofit in December 2003, and the center was incorporated in January 2004 to assume governance and operation under the name Senior Care of Orange County, Inc. (SC of OC, Inc.). The County Attorney advises the by-laws approved by the BOCC in 2003 for SC of OC, Inc. need revision to clarify its relationship to Orange County government and distinguish its independence as a community-based private nonprofit. Revisions have been made to Article IV, Board of Directors, and Article IX, General Provisions. The BOCC must approve the revised by-laws because existing by-laws, as written, can only be modified by action of the BOCC.

Once the revised by-laws as attached are approved, the SC of OC, Inc. Board will be able to make modifications as it elects under statutes pertaining to incorporation as a private nonprofit. The Board of SC of OC, Inc. participated in the review, development, and discussion of the revised by-laws, and voted at its meeting in June 2012 for County Management, Aging and Legal to submit to the BOCC for approval.

Lease Agreement: The adult care facility from inception was co-located with the central Orange County Senior Center in the Meadowlands office park. When the senior center moved into new space built adjacent with the SportPlex, SC of OC, Inc. moved too within the overall capital project to maintain coordination of senior services. Orange County has not had a formal lease agreement with SC of OC, Inc. at either physical location.

SC of OC, Inc. occupies approximately 3,550 of rentable, conditioned square feet with a 750 square foot exterior secure patio. The current market lease for this space would fall between \$11 and \$13 per square foot, per year, with the tenant paying for its own utilities and janitorial, resulting in an annual lease payment to the County of \$39,048 - \$46,152.

County Management and the County Attorney advise that a formal lease agreement with SC of OC, Inc. needs to be approved by the BOCC to clarify its relationship to Orange County government and distinguish its independence as a community-based private nonprofit. An annual lease payment of \$1 is recommended in light of SC of OC, Inc.'s limited financial resources with written understanding Orange County can re-evaluate the lease payment amount should the nonprofit's economic circumstances change and/or the rental space discontinue public purpose use. The lease is renewable for a period of five years.

At the November 20, 2012 regular meeting, the Board of Commissioners requested information on whether to insert into the lease or bylaws a requirement either that Senior Care serves only Orange County residents and/or that a supermajority of Senior Care's Board of Directors be residents of Orange County.

Department on Aging Director Janice Tyler indicates that it is certainly acceptable to ask that Senior Care, Inc.'s first priority be to serve the residents of Orange County, but that it would not be advisable to establish a specific number. The census at the facility has been very good the past few months, but that can unfortunately change within a matter of days since the facility is serving such a frail population. Provided space is available, the facility is available to anyone that meets the admission criteria and can make the payment arrangements.

Regarding the Board of Directors' membership, Ms. Tyler has suggested it remain as proposed. The Board of Directors has members representing UNC Healthcare, the University and others. There are often many people that work and serve in Orange County, but are not residents in the County. In addition, at some point, the Senior Care Board might have a desire to reach out to Duke Hospital for representation. Allowing the Senior Care Board to establish its own policies, if it so chooses, would allow for these needs to be addressed.

FINANCIAL IMPACT: There is no financial impact associated with BOCC adoption of the revised by-laws for, and minimal impact with approval of a lease agreement for SC of OC Inc.

RECOMMENDATION(S): The Manager recommends the Board approve the revised by-laws, approve the resolution authorizing the lease to Senior Care of Orange County, Inc., and authorize the Chair to sign the resolution and the lease agreement.

BYLAWS
OF
SENIOR CARE OF ORANGE COUNTY, INC.

ARTICLE I

OFFICES

Section 1. Principal Office. The principal office of the corporation shall be located at 105 Meadowland Drive, Hillsborough, North Carolina 27278.

Section 2. Registered Office. The initial registered office of the corporation shall be identical with the principal office of the corporation. The registered office of the corporation required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office, and shall be designated from time to time by the Board of Directors.

ARTICLE II

MEMBERS

Section 1. Membership. The corporation shall not have members.

ARTICLE III

PURPOSE AND POWERS

Section 1. Purpose. This shall be a non-profit organization, organized exclusively for charitable, educational and scientific purposes, and operated for the purposes of:

1. Establishing services for frail or disabled older adults in Orange County, North Carolina, in an effort to supplement the similar efforts of public agencies and other non-profit organizations;
2. Advocating for services to frail or disabled older adults in community settings that support personal independence and promote social, physical, emotional and spiritual well being;
3. Operating or supporting programs to provide services designed to enable aging frail, disabled or handicapped adults to remain in their own homes or to return to their own homes;
4. Developing an employment pool for Certified Nursing Assistants for service to frail or disabled older adults in Orange County, North Carolina;
5. Educating the general public about the needs of the frail or disabled older adult population;
6. Receiving financial or other support from the general public, private businesses, foundations and educational or governmental entities; and,

7. Distributing resources, in the regular course of business, to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code or a corresponding section of any future federal tax code.

Section 2. Powers. The Corporation shall have all the powers granted non-profit corporations under the laws of the State of North Carolina. Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in the sub-section of the Internal Revenue Code under which the Corporation chooses to qualify for exemption, as the same exists at the time of such qualification, or as it may be amended from time to time.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Management. The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. Number. The number of Directors constituting the Board of Directors shall be no less than 9 (nine) and no more than 18 (eighteen), and initially shall consist of 9 (nine). The initial directors shall be identified and instated at an organizational meeting of the incorporators identified in the Articles of Incorporation. At the organizational meeting of the initial directors or at any subsequent annual or special meeting of the directors, the Board of Directors may increase its members by increments of 3 (three), up to the maximum of 18 (eighteen), provided, increases in the number of Directors may not exceed 3 (three) in any twelve month period.

Section 3. Qualification.

The Board shall consist of two appointed positions, to be filled as follows:

A. One director shall be appointed by the Board of Directors of Carol Woods Retirement Community in Chapel Hill, North Carolina.

B. One director shall be appointed by the President and Chief Executive Officer of the University of North Carolina Hospitals in Chapel Hill, North Carolina.

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The remaining Directors shall be designated herein as "at large" and shall be nominated and instated as provided herein. A majority of Directors must be residents of Orange County, North Carolina. Nominees for at large Director positions will be recruited from the Carol Woods Retirement Community, The Friends of the Senior Center, Inc. and the general Orange County public. In order to carry out the work of the board, the Directors "at large" should represent a variety of disciplines with expertise in gerontology, finance, marketing, personnel and law.

Section 4. Term. By casting of lots, The initial Directors shall be divided into three (3) classes of three directors each, to serve in the first instance for terms of one, two and three years, respectively. Thereafter the successors in each class of directors shall be elected to serve for terms of three (3) years and until their successors shall be appointed and shall qualify. There shall be no limit on the terms of designated or appointed Directors. At Large Directors may serve two successive three (3) year terms. Thereafter, such a Director again shall become eligible for Board membership after one year from the actual termination of his or her prior membership to the Board. In the event of death, resignation, retirement, removal or disqualification of a Director during his or her elected term of office, his or her successor shall be elected to serve until the expiration of the term of his or her predecessor. Notwithstanding the stated terms of the directors, each director shall hold office until his or her successor shall have been elected and qualified, or his or her death, resignation, retirement, removal or disqualification.

Section 5. Removal. A designated Director may be removed by an amendment to these Bylaws, as provided herein, deleting or changing the provisions of this Article containing the designation. . An at large Director may be removed at any time for cause or for the good of the corporation by a vote of two-thirds of the Directors eligible to vote. If any such at large directors are so removed, new at large directors may be elected at the same meeting.

Section 5. Vacancies. Any vacancy occurring in designated or appointed Director positions shall be filled as provided in Section 3 of this Article. Any vacancy occurring among the at large Director positions may be filled by the affirmative vote of a majority of the remaining Directors of the corporation (even though less than a quorum) or by the sole remaining Director.

A Committee on Nominations appointed by the Chair of the Board shall present a slate of at large Directors prior to the Annual Meeting. The proposed slate shall be included with the Notice mailed prior to such meeting. Nominations may be made from the floor, provided the nominee has been consulted.

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A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any Directorship to be filled by reason of an expired term or an increase in the authorized number of Directors shall be filled only by election at an annual meeting or at a special meeting of the members called for that purpose.

Section 6. Chair of the Board. The President of the corporation shall be the Chair of the Board of Directors. The Chair shall preside at all meetings of the Board of Directors and perform such other duties as may be directed by the Board.

Section 7. Committees of the Board. The Board of Directors, by resolution adopted by a majority of the number of Directors fixed by these Bylaws, may designate the officers of the Corporation as an Executive Committee and may designate standing committees, each of which shall have and may exercise the authority of the Board of

Directors to the extent authorized by law and provided in such Resolution. The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility or liability imposed upon it or him or her by law.

In addition to any such Standing Committees of the Board, there may be such other committees and/or task forces as the President and Board of Directors shall appoint annually to carry out the work of the corporation.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Location of Meetings. All meetings of the Board of Directors shall be held at the principal office of the corporation or at such other place as shall be designated by the Notice of the meeting, or as agreed upon by the Board. All meetings shall be open to the general public and make provision for public comment.

Section 2. Annual Meeting. The Directors shall hold an Annual Meeting in January of each year for the purpose of adopting the budget for the following calendar year and transacting other business to come before the Board. Annual Reports shall be presented at the meeting by the President, Secretary and Treasurer, and by the Chairpersons of any Standing Committees; provided that presentation of the Treasurer's report may be delayed until a regular meeting of the Board to be held in March to allow time for its preparation after the end of the fiscal year.

Section 3. Regular Meetings. In addition to the Annual Meeting, the Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. Such a meeting may be held as fixed by the person or persons calling the meeting.

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Section 5. Notice of Meetings. Regular meetings of the Board of Directors may be held without notice. The person or persons calling a special meeting of the Board of Directors shall, at least fourteen (14) days before the meeting, give notice thereof by any usual means of communication. Such notice shall specify the purpose for which the meeting is called.

Section 6. Waiver of Notice. Any Director may waive notice of any meeting. The attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 7. Quorum. A majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 8. Manner of Acting. Except as otherwise provided in these Bylaws, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 9. Action Without Meeting. In circumstances where a lack of action would cause prejudice or hardship to the Corporation and circumstances dictate that action be taken before a meeting of the Board can be called, an action to be taken at a Board of Directors' meeting may be taken without a meeting if the action is taken by all members of the Board. The action shall be evidenced by one or more written consents signed by each Director before or after such action, describing the action taken, and included in the minutes or filed with the corporate records reflecting the action taken. The action taken under this section is effective when the last Director signs the consent, unless the consent specifies a different effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

Section 10. Limited Liability. Any person serving as a Director of the corporation shall be immune, individually, from civil liability for monetary damages (except to the extent that the same are covered by insurance) for any act or failure to act arising out of his or her services as a Director unless such action or inaction falls within the list of exceptions to such immunity set forth in N.C.G.S. 55A-8-60. In addition, Directors may be indemnified from personal liability as provided generally in N.C.G.S. 55A, Article 8, Part 5, and Directors shall be indemnified from personal liability as provided in N.C.G.S. 55A-8-52.

Section 11. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her contrary vote is recorded or his or her dissent is otherwise entered in the Minutes of the Meeting or unless he or she shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered

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mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

OFFICERS

Section 1. Officer-Directors. The officers of the corporation shall consist of a President, a Vice-President, a Secretary, a Treasurer, an Assistant Treasurer and such other Vice Presidents, Assistant Secretaries, Assistant Treasurers, and other officers as the Board of Directors may from time to time elect. All Officers shall be members of the Board of Directors.

Section 2. Election and Term. The officers of the corporation shall be elected by the Board of Directors at the Annual Meeting and

each officer shall hold office for one year or until his or her successor shall have been elected and qualified.

A Committee on Nominations appointed by the Chair of the Board shall present a slate of Officers prior to the Annual Meeting. The proposed slate shall be included with the Notice mailed prior to such meeting. Nominations may be made from the floor, provided the nominee has been consulted.

Vacancies occurring during the term of office shall be filled by a vote of the Board at a Regular or Special Meeting upon nominations submitted by a Committee on Nominations. Nominations may be made from the floor, provided the nominee has been consulted.

Section 3. Removal. Any officer may be removed from his or her post as officer by majority vote of the Board whenever in its judgment the best interests of the corporation will be served thereby. Such person may request rehearing by the Board of Directors if at least one Director who voted for removal at the next regular meeting of the Board of Directors moves for reconsideration and such motion is seconded and carried by majority vote of the Board.

Section 4. Bonds. The Board of Directors may by resolution require any officer, agent, or employee of the corporation to give bond to the corporation, with sufficient sureties, conditioned on the faithful performance of the duties of his or her respective office or position, and to comply with such other conditions as may from time to time be required by the Board of Directors.

Section 5. President. The President shall preside at all meetings of the Board of Directors; shall represent the corporation to the general public, shall serve as ex-officio member of all committees (except the Committee on Nominations), and shall present an annual report. He or she shall sign, with the Secretary, or any other proper officer of the corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated to some other officer or agent of the

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corporation, or shall be required by law to be otherwise signed or executed; and in general he or she shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President. In the absence of the President or in the event of his or her death or inability to act, a duly elected Vice President may perform the duties of the President, and when so acting shall have all of the powers of and be subject to all of the restrictions upon the President. Such a Vice President may perform such other duties as from time to time may be assigned to him or her by the President or the Board of Directors.

Section 7. Secretary. The Secretary shall: (a) keep the Minutes of the meetings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the minutes of all committees (in one or more books provided for that purpose) and of other corporate records and of the seal of the corporation and see

that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each director which shall be furnished to the Secretary by such director; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 8. Treasurer. The Treasurer shall, if practical, be a bookkeeper/accountant and shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such depositories as shall be selected in accordance with the provisions of Section 4 of Article VII of these Bylaws; (b) prepare, or cause to be prepared, monthly reports to be given at each meeting of the Board of Directors, and a true statement of the corporation's assets and liabilities as of the close of each fiscal year, all in reasonable detail, which statement shall be made and filed at the corporation's registered office or principal place of business in the State of North Carolina within four (4) months after the end of such fiscal year and kept available there for a period of at least ten years; (c) in conjunction with the staff and/or a Committee on Finance appointed by the Board, prepare the annual budget; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors, or by these Bylaws.

Section 9. Assistant Treasurer. The Assistant Treasurer shall serve at the direction of the Treasurer and assist the same with the fulfillment of his or her duties.

Section 10. Limited Liability. Officers may be indemnified from personal liability as provided generally in N.C.G.S. 55A, Article 8, Part 5, and Officers shall be indemnified from personal liability as provided in N.C.G.S. 55A-8-52.

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ARTICLE VII

STAFF

The staff may consist of an Executive Director or Coordinator and such other staff as may be necessary to carry out the functions of the corporation, as the Board of Directors shall determine from time to time. The Corporation shall be authorized and empowered to pay reasonable compensation for services rendered in furtherance of the purposes set forth herein. The Board of Directors shall have the authority to review and set the compensation for any staff member. The Executive Director or Coordinator shall be responsible to the Board of Directors. All other paid staff shall be responsible to the Executive Director or Coordinator.

ARTICLE VIII

CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. All such contracts shall be in accordance with the annual budget approved by the Board of Directors at its Annual Meeting.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks and Drafts. All checks, drafts or other orders for the payment of money, issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such depositories as the Board of Directors may select.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Seal. The corporate seal of the corporation shall consist of two concentric circles between which is the name of the corporation and in the center of which is inscribed SEAL; and such seal, as impressed on the margin hereof, is hereby adopted as the corporate seal of the corporation.

Section 2. Waiver of Notice. Whenever any notice is required to be given to any Director by law, by the charter or by these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

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Section 3. Fiscal Year. The fiscal year of the corporation shall be the calendar year, from January 1st to December 31st.

Section 4. Amendments. After thirty (30) days written notice to all Directors, and subject to the approval requirement stated herein, these Bylaws may be amended or repealed and new Bylaws may be adopted by the affirmative vote of a two-thirds majority of the Board of Directors present and voting at any Regular, Annual or Special Meeting duly and properly called. The notice of any such meeting shall include notice that a vote to amend or repeal the Bylaws (as the case may be) shall be taken at such meeting and a copy of the proposed change. Provided further, amendment of this paragraph and amendment of provisions stated in these Bylaws regarding: (I) the management of the Corporation; (ii) the qualification of directors; (iii) merger; (iv) acquisition; (v) sale of assets; (vi) purchase of assets; and (vii) the distribution of assets upon dissolution shall require the unanimous vote of all directors in office at the time such amendment is undertaken.

Section 5. Parliamentary Authority. Roberts Rules of Order, Newly Revised, shall govern in all cases where they do not conflict with the Bylaws.

Section 6. Objectives of Corporation. This corporation has been organized for the purposes set forth in the Articles of Incorporation and these Bylaws. No substantial part of the activities of the corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code or a corresponding provision of any future Federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding provision of any future Federal tax code.

Section 7. Non Profit Corporation. No part of the net earnings shall inure to the benefit of or be distributable to its officers, directors or other persons in similar positions except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

Section 8. Merger, Acquisition, Sale of Assets and Purchase of Assets. The Corporation may not effect a merger with any other corporation or entity, or acquire another corporation or entity, or consent to the acquisition of the Corporation by any other corporation, entity or individual, or allow the sale of all, or

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substantially all, of the Corporation's assets to any other corporation, entity or individual, or purchase all or substantially all of another corporation or entities assets, without the unanimous vote of all directors in office at the time such action is undertaken.

Section 9. Liquidation of Assets. In the event of dissolution of the Corporation, by merger, acquisition or sale of assets, the Board of Directors for said purpose shall, after paying or making provision for the payment of all the liabilities and obligations of the Corporation, transfer and convey all remaining assets of the Corporation to an organization with an exempt purpose within the meaning of section 501(c)(3) of the Internal Revenue Code (or a corresponding section of any future Federal tax code) which is also a purpose similar to that of the Corporation. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas (known in the State of North Carolina as the Superior Court) of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Approved April 5, 2004; Amended _____.

**ORANGE COUNTY BOARD OF COMMISSIONERS
RESOLUTION LEASING PROPERTY**

Whereas, Orange County owns the Adult Day Health Center located at the Central Orange Senior Center, 103 Meadowlands Drive, Hillsborough, NC 27278, comprising approximately 3,550 conditioned square feet and approximately 750 square feet of patio space (the "Premises"); and

Whereas, Senior Care of Orange County, Incorporated, a North Carolina Nonprofit Corporation, desires to lease the Premises; and

Whereas, Senior Care of Orange County, Incorporated provides valuable services to the citizens and residents of Orange County; and

Whereas, North Carolina General Statute 160A-272 authorizes the lease of county-owned properties; and

Whereas, in consideration of the valuable services provided to the citizens and residents of Orange County by Senior Care of Orange County, Incorporated, the Board of Commissioners of Orange County desires to lease the Premises to Senior Care of Orange County, Incorporated.

THEREFORE BE IT RESOLVED, that Board of County Commissioners hereby approves the lease of the county property described above to Senior Care of Orange County, Incorporated and directs the execution of all necessary instruments accordingly.

This the 3^d Day of December 2012.

Bernadette Pelissier, Chair
Orange County Board of Commissioners

**STATE OF NORTH CAROLINA
COUNTY OF ORANGE**

LEASE

THIS LEASE, made and entered into as of the 1st day of December, 2012, by and between Orange County, a political subdivision of the State of North Carolina, hereinafter referred to as "County," and Senior Care of Orange County, Inc., a North Carolina Nonprofit Corporation, hereinafter referred to as "Tenant;"

WITNESSETH:

THAT FOR and in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

1. Premises. County does hereby lease and let unto Tenant and Tenant does hereby accept as Tenant those certain premises designated as the Adult Day Health Center located at the Central Orange Senior Center 103 Meadowlands Drive, Hillsborough, NC 27278, comprising approximately 3,550 conditioned square feet and approximately 750 square feet of patio space (the "Leased Premises").

2. Acceptance of Premises. The Tenant represents that the Leased Premises, the sidewalks and structures adjoining the same, any subsurface conditions thereof, and the present uses and non-uses thereof have been examined by the Tenant. The Tenant accepts the same in the condition in which they now are without representation or warranty, express or implied, in fact or by law, by the County, the nature, condition or usability thereof, or the uses to which the Leased Premises may be put. Provided, County shall be responsible for ensuring that the heating/air-conditioning system is in good operating condition; the exterior walls and roof, the lighting system (excluding such additions as may be required for Tenant's particular business operation) and the parking area and sidewalks are in good repair on the date of commencement of the lease term. County represents and warrants to Tenant that it holds fee title to the Leased Premises. The County shall not be responsible for any latent defect or change of condition in such building, improvements and personalty, and the rent hereunder shall in no case be withheld or diminished on account of any defect in such property, any change in the condition thereof, any damage occurring thereto or the existence with respect thereof of any violations of the laws or regulations of any governmental authority, except as hereinafter provided. In addition, Tenant acknowledges that the Leased Premises is a smoke free building and does not permit tobacco use inside of the building.

3. Term and Rental.

(a) This lease shall commence on December 1, 2012, and shall continue for a term of one year ending on December 1, 2013, unless sooner terminated as herein provided.

(b) Tenant and County agree that the fair market lease rate for the Leased Premises is \$13.00 per square foot for the conditioned space for a total monthly lease value of \$3846.00. Tenant and County agree and acknowledge that the Tenant provides valuable services to the residents of Orange County which services amount to an in-kind payment toward that monthly lease value equaling \$3846.00 per month.

(c) The Tenant agrees to pay the County without demand at its office, or at such other place or places as County may from time to time designate in writing, the sum of \$1.00 for

the one year lease term on or before the fifteenth day of the lease term. Tenant acknowledges this rental rate is discounted in an effort to assist Tenant in providing a public benefit that being adult day care and services and that any renewal of this Lease shall be subject to an increased rental rate as determined by County.

(d) This Lease may be renewed for up to five one-year terms.

4. Holdover. If the Tenant shall remain in possession of the Leased Premises after the expiration of the original or renewal period as set out above, such possession shall be as a month-to-month tenant. During such holdover month-to-month tenancy Tenant shall pay rent at the fair market rental value.

5. Insurance. The County shall keep in force insurance to provide for property damage to the building for replacement cost purposes. Provided, however, Tenant shall be responsible for and pay to County any increase in County's insurance premium occasioned by the nature of the Tenant's business.

The Tenant shall maintain fire and casualty insurance covering the Tenant's fixtures, equipment and other property located in the Leased Premises.

Tenant shall keep the Leased Premises insured, at its sole cost and expense, against claims for personal injury or property damage under a policy of general public liability insurance, with limits of at least \$1,000,000 for bodily injury and \$100,000 for property damage. Such policies shall name the County as additional named insured under the policy.

Tenant shall additionally insure the Leased Premises, at its sole cost and expense, against claims for personal injury or property damage under a food and/or beverage preparation and/or distribution or other relevant liability insurance policy with appropriate limits for bodily injury, sickness, or death. Such policy shall name the County as additional named insured under the policy.

The Tenant shall provide the County certificates of such insurance at or prior to the commencement of the term of this lease, and thereafter within ten (10) days prior to the expiration of such policies. Such policies shall provide that the same may not be canceled without at least ten (10) days prior written notice to County.

6. Rental Adjustment. In addition to the base rental, the Tenant shall assume and pay any additional fire insurance premium, hazard insurance premium, or other extended coverage insurance premium required as a result of any particular operation or use of said premises over and above the insurance premium required to be paid by County in the absence of said operation or use.

7. Signs. The Tenant will place and maintain in and about the Leased Premises at appropriately designated places, such neat and appropriate signs advertising the Tenant as such. Any special Tenant sign will be at the sole cost of the tenant but in the same styling, provided, however, that County shall not unreasonably withhold approval of such signs as Tenant may desire. Upon the termination of this lease the Tenant shall remove all signs and repair any damage to the Leased Premises caused by the erection, maintenance or removal of such signs.

8. Repairs. The County shall maintain the roof and exterior walls of the Leased Premises including exterior paint, provided that in the event Tenant desires to alter the interior color scheme, said alteration must be approved by County and shall be at the Tenant's expense. In addition, County shall maintain the paved parking area and front entry to the building. The Tenant shall not cause or permit any waste, damage or injury to the Leased Premises. The Tenant, at its sole expense, shall keep the Leased Premises clean and in good condition (reasonable wear and tear excepted), and shall make all repairs, replacements and renewals, whether ordinary or extraordinary, seen or unforeseen, including all structural repairs, necessary to maintain the interior of the Leased Premises. All repairs, replacements and renewals shall be at least equal in quality of materials and workmanship to that originally existing in the Leased Premises. The County shall be responsible for repairs and maintenance of the roof and outside walls and other external structural members, including the foundation of the Leased Premises. The County shall be responsible for maintenance of the heating plant and air-conditioning systems in such condition as existed at the commencement of this lease, which County warrants to be in good working condition as of the date of this lease. The County shall be responsible for the removal of snow (in a timely manner) from the parking lot and the walkways. The County shall in no event be required to make any repair, alteration or improvement to the interior of the Leased Premises. Any equipment replaced by the Tenant shall belong to the Tenant, save equipment replaced in connection with Tenant's obligation to maintain the premises in the same condition as exists at the commencement of this lease, and all proceeds from the disposition thereof may be retained by the Tenant. The Tenant shall indemnify the County against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands including reasonable attorneys' fees, because of Tenant's failure to comply with the foregoing. Maintenance of the paved parking area shall be defined as and limited to maintaining and keeping the parking area in good condition.

9. Improvements. No substantial alteration, addition or improvement to the Leased Premises shall be made by the Tenant without the written consent of the County. Any alteration, addition or improvement made by the Tenant after such consent shall have been given and any fixtures permanently installed as part thereof, shall at the County's option, become the property of the County upon expiration of or other sooner termination of this lease; provided however, that the County shall have the right to require the Tenant to remove such fixtures at the Tenant's cost upon such termination. This clause shall not preclude Tenant from decorating the interior of the leased premises from time to time in Tenant's discretion. Tenant shall not remove or alter any vegetation on the exterior of the Leased Premises without the prior written approval of County.

10. Liens for Improvements by Tenant. The Tenant shall not permit any mechanic's lien to be filed against the fee of the property by reason of work, labor, services or materials supplied or claimed to have been supplied, whether prior or subsequent to the commencement of the term hereof, to the Tenant or anyone holding the Leased Premises, through or under the Tenant. If any such mechanic's lien shall at any time be filed against the Leased Premises, the Tenant shall, within 30 days after notice of the filing thereof, cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If the Tenant shall fail to cause such lien to be discharged within such 30 day period, then, in addition to any other right or remedy of the County, the County may, but shall not be obligated to, discharge such lien either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event the County shall be entitled, if the County so elects, to compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor and to pay the amount of the judgment for and in favor of the lienor, with interest, costs and all other allowances. Any

amount paid by the County for any such purposes, shall be repaid by the Tenant to the County on demand, with interest thereon at the rate of 6% per annum from the date of payment, and if unpaid may be treated as additional rent as provided for elsewhere in this lease. Nothing in this lease shall be construed in any way as constituting the consent or request of the County, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialmen for the performance of any labor or the furnishing of any materials for any property or as giving the Tenant the right, power of authority to contract for or permit the rendering of any service or the furnishing of any material that would give rise to the filing of any mechanic's lien against the fee of the Leased Premises.

11. Tenant's Warranty of Non-Disturbance. Tenant hereby expressly covenants and agrees that the Tenant shall be responsible for controlling the noise level emanating from the Tenant's use of the Leased Premises. Tenant shall be responsible for and pay for the installation of any special padding for other noise suppression devices that may be required for control of the level of sound emanating from the Leased Premises.

12. Tenant's Obligation to Comply with Applicable Laws and Compliance with Requirements of Insurance Policies. The Tenant shall throughout the term of this lease, at its sole expense, promptly comply with all laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and the orders and regulations of the National Board of Fire Underwriters, or any other body now or hereafter exercising similar function, which may be applicable to the Leased Premises, the fixtures, and equipment therein, and the sidewalks and curbs adjoining the Leased Premises. The Tenant shall comply with the requirements of all policies of public liability, fire and all other types of insurance at any time in force with respect to the building and other improvements on the Leased Premises.

13. Utilities. County currently pays approximately \$8,460 annually for utilities (electricity, gas, and water) and \$564 for grounds care. Tenant and County agree and acknowledge that the Tenant provides valuable services to the residents of Orange County which services amount to an in-kind payment toward the costs of utilities and grounds care equaling \$752.00 per month.

14. Condition of Premises. The Tenant shall, during the term of this lease and any renewal or extension hereof, at its sole expense, cause the Leased Premises to be kept clean and in a manner satisfactory to the County.

15. Surrender in Same Good Order and Condition. The Tenant shall vacate the Leased Premises in the good order and repair in which such property now is, ordinary wear and excepted, and shall remove all its property therefrom so that the County can repossess the Leased Premises no later than Noon on the day upon which this lease ends, whether upon notice or by holdover or otherwise. The County shall have the same rights to enforce this covenant by ejectment and for damages or otherwise as for the breach of any other condition or covenant of this lease. Tenant may at any time prior to or upon the termination of this lease or any renewal or extension thereof remove from the leased property all materials, equipment, and property of every other sort or nature installed by the Tenant thereon, provided that such property is removed without substantial injury to the leased property. No injury shall be considered substantial if it is promptly corrected by restoration to the condition prior to the installation of such property, if so requested by the County. Any such property not removed shall become the property of the County.

16. Prohibition Against Unlawful or Extra-hazardous Use-Enforcement Against Subtenants. The Tenant may use and occupy the Leased Premises for adult day care and office uses and for no other purpose without the prior written consent of County. Tenant shall not use or occupy nor permit the Leased Premises or any part thereof to be used or occupied for any unlawful business, use or purpose, nor for any business, use, or purpose deemed extra-hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. The Tenant shall promptly after the discovery of any such unlawful or extra-hazardous use take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any subtenants, occupants, or other persons guilty of such unlawful or extra-hazardous use. The Tenant shall indemnify the County against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable counsel fees, arising out of any violation of or default in these covenants.

17. County's Right to Cause Expiration or Termination upon Listed Defaults

(a) The occurrence of any of the following shall constitute an event of default:

1. Delinquency in the punctual payment of any rent or additional rent payable under this lease when such rent shall become payable. Should such rent payment not be made when due then upon the expiration of five days after the due date, such rent payment shall be delinquent.

2. Delinquency by the Tenant in the performance of or compliance with any of the conditions contained in this lease other than those referred to in the foregoing subparagraph 1, for a period of 30 days after written notice thereof from the County to the Tenant. In the event, Tenant is incapable of curing the default within such thirty (30) day period, the County may in its discretion extend the time for as long as the County deems necessary to cure such default. Provided, however, the Tenant shall promptly and diligently commence action to cure such default and provide County with evidence of Tenant's intent to cure the default. Any additional period of time beyond thirty (30) days granted to Tenant to cure any default shall not be so extended as to jeopardize the interest of the County in this lease or so as to subject the County to any civil or criminal liabilities.

3. Filing by the Tenant in any court pursuant to any statute, either of the United States or any state, or a petition in bankruptcy or insolvency or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Tenant's property, or an assignment by the Tenant for the benefit of creditors.

4. Filing against the Tenant in any court pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee of all or a portion of the Tenant's property, if within 180 days after the commencement of any such proceeding against the Tenant such petition shall not have been dismissed.

(b) Upon the expiration or termination of this lease, the Tenant shall peacefully surrender the Leased Premises to the County, and the County, upon or at any time after such expiration or termination, County may, without further notice, reenter the Leased Premises and repossess it by force, summary proceedings, ejectment, or otherwise, and may dispossess the Tenant and remove the Tenant and all other persons and property from the Leased Premises and the right to receive all rental income therefrom.

(c) At any time after such expiration, the County may re-let the Leased Premises or any part thereof, in the name of the County or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this lease) and on such conditions (which may include concessions or free rent) as the County, in its uncontrolled discretion, may determine, and may collect and receive the rent thereof.

(d) No such expiration or termination of this lease shall relieve the Tenant of its liability or obligations under this lease, and such liability and obligations shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the Leased Premises or any part thereof shall have been re-let, the Tenant shall pay to the County the rent and additional rent required to be paid by the Tenant up to the time of such expiration, and thereafter the Tenant, until the end of what would have been the term of this lease in the absence of such expiration, shall be liable to the County for, and shall pay to the County, as and for liquidated and agreed current damages for the Tenant's default:

1. The equivalent of the amount of the rent and additional rent which would be payable under this lease by the Tenant if this lease were still in effect, less

2. The greater of:

(a) The fair rental value of the Leased Premises for the remaining term of the lease, after deducting all the County's reasonable expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage Commissions, legal expenses, reasonable attorney's fees, alteration costs, and expenses of preparation for such re-letting.

(b) The net proceeds of any re-letting effected pursuant to the provisions of paragraph d. of this article, after deducting all the County's reasonable expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees, alteration costs, and expenses of preparation for such re-letting.

(e) The Tenant shall pay such current damages (herein called "deficiency") to the County monthly on the days on which the rent and additional rent would have been payable under this lease if this lease were still in effect, and the County shall be entitled to recover from the Tenant each monthly deficiency as such deficiency shall arise. At any time after any such expiration, whether or not the County shall have collected any monthly deficiency, the County shall be entitled to recover from the Tenant, and the Tenant shall pay to the County, on demand, as and for liquidated and agreed final damages for the Tenant's default, an amount equal to the difference between the rent and additional rent reserved hereunder for the expired portion of the lease of the Leased Premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Leased Premises for the period for which such installment was payable shall be discontinued to the date of termination at the rate of four percent per annum.

(f) The terms "enter", "reenter", "entry", or "reentry" as used in this lease are not restricted to their technical meaning.

18. Lien on Tenant's Improvements and Personal Property. The County shall have first lien paramount to all others on every right and interest of the Tenant in and to this

lease, and on any building or improvement on or hereafter placed on the Leased Premises, and on any furnishings, equipment, fixtures, or other personal property of any kind belonging to the Tenant, or the equity of the Tenant therein, on the Leased Premises. Such lien is granted for the purpose of covenanted to be paid by the Tenant, and for the purpose of securing the performance of all of the Tenant's obligations under this lease. Such liens shall be in addition to all rights of the County given under statutes of this state, which are now or shall hereinafter be in effect. The provisions of this paragraph shall not be applicable to liens existing at the commencement of this lease.

Provided, that County may, at his option, agree to subordinate this lien to liens arising in connection with purchased of equipment or leasehold improvement financing by Tenant, which agreement County covenants not to unreasonably withhold.

19. County's Right to Receiver upon Tenant's Default. In addition to any other security for the performance of this lease, the Tenant hereby assigns to the County all of the rents and profits which might otherwise accrue to the Tenant from the use, enjoyment, and operation of the Leased Premises, such assignment to become effective, however, only after default by the Tenant in the performance of its obligations under this lease. If the County, upon default of the Tenant, elects to file a suit in equity to enforce the lease and protect the County's right hereunder, the County may upon notice to the Tenant, as ancillary to such suit, apply to any court having jurisdiction for the appointment of a receiver of the Leased Premises, the improvements and buildings located thereon, the personal property located therein, and thereupon the court may forthwith appoint a receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by such court as a matter of strict right to the County and without consideration of the adequacy of the value of the Tenant's interest in the lease, or of the value of the property, or the commission of waste thereon, or the deterioration thereof. Nothing herein shall prevent the enforcement of the County's lien for rent in any court or by proceeding authorized to the laws of this state, or the institution by the County of a separate proceeding in equity for the appointment of a receiver as an ancillary remedy to protect the rights and interest of the County. Any and all remedies or proceedings are considered cumulative and not exclusive.

20. Waiver of County's Rights Only by Written Instrument. No failure by the County to insist upon the strict performance of any item or condition of this lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any breach or of any such term or condition. No term or condition of this lease required to be performed by the Tenant, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the County. No waiver of any breach shall affect or alter any term or condition in this lease, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

21. Performance of Tenant's Obligations - Unpaid Insurance Premiums

(a) If the Tenant shall at any time fail to pay any amount in accordance with the provisions of this lease, or shall fail to take out, keep in force, or shall fail to perform any of its other obligations under this lease, then the County may after notice and opportunity to cure in accordance with the provisions of Section 17(a)2, or without notice if any emergency exists, and without releasing the Tenant from any obligation of the Tenant contained in this lease, may (but shall be under no obligation to) pay any amount payable by the Tenant hereunder, and perform any other act required to be performed by the Tenant hereunder. The County may enter upon the Leased Premises for such purposes and take any action necessary therefore.

(b) All sums so paid by the County and all costs and expenses incurred by the County in connection with the performance of any such act, together with interest thereon at the rate of 6% per annum from the respective dates of each such payment and such costs and expenses, shall constitute additional rent payable by the Tenant under this lease and shall be paid by the Tenant to the County on demand.

(c) Notwithstanding anything in this lease to the contrary, the County shall not be limited, in the proof any damages which the County may claim against the Tenant by reason of the Tenant's failure to provide and keep insurance in force, to the amount of the insurance premiums not paid or incurred by the Tenant. The County shall also be entitled to recover as damages for such breach the uninsured amount of any loss, together with damages, costs, and expenses of any suit offered or incurred by reason of damage to the Leased Premises occurring during any period when the Tenant shall have failed to provide and keep such insurance in force.

22. Performance of Tenant's Obligations-Taxes. If the Tenant shall default in the performance of any obligation under this lease, the County may, after notice and opportunity to cure in accordance with Section 17(a)2 or without notice if any emergency exists, perform such obligation for the account and at the expense (including reasonable counsel fees) of the Tenant. The amount of any payment made or expense incurred by the County for such purpose, with interest thereon at the rate of 6% per annum, shall be deemed additional rent and forthwith shall be repaid by the Tenant to the County, or, at the County's election, may be added to any subsequent installment of rent due and payable under this lease. Nothing herein contained shall be deemed to waive any right of the County to sue for and recover by action at law any sums of which the County may have incurred under the provisions of this subparagraph. The provisions of this paragraph shall survive the termination of this lease.

23. Right of Entry. The County or its agent shall with twenty-four (24) hours notice have the right to enter the Leased Premises at reasonable times in order to examine it, to show it to prospective purchasers or lessees, or to make such decorations, repairs, alterations, improvements or additions as the County may deem necessary or desirable. The County shall be allowed to take all material into and upon the Leased Premises that may be required therefore without the same constituting an eviction of the Tenant in whole or in part. The rent reserved shall not abate while decorations, repairs, alterations, improvements, or additions are being made, whether by reason of loss or interruption of the business of the Tenant or otherwise. During the last month prior to the expiration of the term of this lease, the County may place upon the Leased Premises the usual notices "To Let" or "For Sale", which notices the Tenant shall permit to remain thereon without molestation. If during the last month of the term the Tenant shall have removed all or substantially all of the Tenant's property therefrom, the County may, with the Tenant's permission, immediately enter and later, renovate and redecorate the Leased Premises without elimination of abatement of rent and without liability to the Tenant for any compensation, and such acts shall have no effect upon this lease. If the Tenant or its employees shall not be personally present to permit entry at any time when an entry therein shall be immediately necessary, as herein provided, the County may enter the premises by such means as may be appropriate, including forcible entry, without rendering the County or such agents liable therefore (if during such entry the County or his agents shall accord reasonable care to the Tenant's property), and without in any manner affecting the obligations and covenants of this lease. The County's right of reentry shall not be deemed to impose upon the County any obligation, responsibility or liability for the care, supervision or repair of the Leased Premises other than as herein provided. In the event that it becomes necessary for County to replace or repair any major component or any structural or other

system in the leased premises, the County shall have full and unrestricted access to the building and the Leased Premises. The County reserves the right temporarily to interrupt, curtail, stop or suspend air-conditioning and heating service, and all other utility or other services, because of accident or emergency or for repairs, alterations, additions, or improvements, or because of the County's inability to obtain, or difficulty or delay in obtaining, labor or materials necessary therefore or compliance with governmental restrictions in connection therewith, or because of any other cause beyond the County's reasonable control, provided that, except in cases of emergency, the County will use its best efforts to limit such stoppage to after-business hours, will notify the Tenant in advance, if possible, of any such stoppage, and, if ascertainable, its estimated duration, and will proceed diligently with the work necessary to resume such service as promptly as possible and in a manner and at times as will not materially interfere with or impair the Tenant's use of the Leased Premises. No diminution or abatement of fixed rent or other compensation shall be claimed by the Tenant, nor shall this lease or any of the obligations of the Tenant hereunder be affected or reduced by reason of such interruption, stoppage, or curtailment, nor shall the same give rise to a claim in the Tenant's favor that such failure constitutes total or partial eviction from the Leased Premises, provided that if the Leased Premises shall be unreasonably unoccupiable for a continuous period of more than five business days by reason of any such stoppage, the fixed rent payable by the Tenant shall abate until the Tenant shall be again able to use the Leased Premises.

24. Destruction by Fire or Other Casualty. In the event the premises or any substantial portion thereof are destroyed by fire or other casualty during the term of this lease, it is understood and agreed that County shall have no obligation to rebuild, and, at the election of County or Tenant the lease may be terminated

25. Condemnation. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between the County and the Tenant as of the date of the surrender of possession. Such termination shall be without prejudice to the rights of either the County or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the County nor the Tenant shall have any rights in or to any award made to the other by the condemning authority.

26. Assignment of Lease. The Tenant shall not assign, mortgage, or encumber this lease, nor sublet or permit the Leased Premises or any part thereof to be used by others, save and except direct clients of Tenant with whom Tenant has contractual agreements, without the prior written consent of the County in each instance. If this lease is assigned, or if the Leased Premises or any part thereof, is sublet, or occupied by anybody other than the Tenant except as stated above, the County may, after an event of default, as hereinabove defined, by the Tenant, collect rent for the assignee, subtenant, or occupant and apply the net amount collected to the rent herein reserved. No such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of this assignee, subtenant, or occupant as tenant, or a release of covenants in this lease. The consent by the County to an assignment or subletting shall not be construed to relieve the Tenant from obtaining the consent in writing of the County to any further assignment or subletting. Provided, further, County shall not unreasonably withhold consent to assignment.

27. Assignment of Interest in Rents. The County shall have the right, without selling its fee interest in the leased property or assigning its interest in this lease, to

assign from time to time the whole of the net rent at any time payable hereunder to persons, firms, corporations, trusts or other entities designated by the County in a written notice to the Tenant, and in any such case the Tenant shall pay the net rent, subject to the terms of this lease, to the County's designee at the address mentioned in any such notice for the period covered by such assignment.

28. Exoneration from Liability. The County shall not be liable for any personal injury to the Tenant or to its officers, agents and employees, or to any other occupant of any part of the Leased Premises, irrespective of how such injury or damage may be caused, whether from action of the elements or acts of negligence of the occupants of adjacent properties, or any other persons; provided that nothing contained herein shall relieve the County of the consequences of his own negligence. The Tenant agrees to defend, indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Tenant's lease, use, sublease, or occupation of the facility and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Tenant except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Tenant to indemnify the County to the fullest extent permitted under North Carolina law.

29. Reimbursement of Expenses. The Tenant shall pay and indemnify the County against all legal costs and charges, including counsel fees lawfully and reasonably incurred, in obtaining possession of the leased premises after default of the Tenant or after the Tenant's default in surrendering possession upon the expiration or earlier termination of the term of the lease or enforcing any covenant of the Tenant herein contained. The Tenant further covenants that in case the County shall be made party to any litigation commenced against the Tenant, due to act or omission on the part of the Tenant alone, then the Tenant shall pay all expenses, costs, and reasonable attorney's fees incurred by or imposed on the County in connection with such litigation, and such expenses, costs, and attorney's fees shall be additional rent due on the last day after services of notice of such payment or payments, together with interest at a rate of 9% per annum from the date of payment, and shall be collected as any other rent specifically reserved herein. Provided that this claim shall not be applicable where the County shall be made a party by reason of any independent liability of the County caused by some act or omission on the part of the County or resulting from any act or omission on the part of both Tenant and County.

30. Smoke Free Facility. Tenant acknowledges that County-owned buildings are smoke-free. Tenant shall ensure that employees, customers or invitees of the Tenant abide by the County's ordinances, which prohibit smoking.

31. Weapons Prohibited. Tenant acknowledges that a County ordinance has been approved by the Board of Commissioners that prohibits weapons in County facilities, except in limited situations. Tenant will ensure that employees, customers or invitees of the Tenant abide by the County's ordinance that prohibits weapons in the facility.

32 Notice by Registered or Certified Mail. Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The County hereby designates its address as:

County of Orange
Attn: County Manager
200 South Cameron Street
PO Box 8181
Hillsborough, NC 27278

The Tenant hereby designates its address as:

Senior Care of Orange County, Inc.
Attn: Executive Director
103 Meadowlands Drive
Hillsborough, NC 27278

33. Grammatical Usage. In construing this lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

34. Entire Agreement. This lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

COUNTY:

ATTEST:

BY: _____
Bernadette Pelissier, Chair

Donna S. Baker, Clerk to the Board

TENANT:

WITNESS:

Senior Care of Orange County, Inc.

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that Donna S. Baker personally appeared before me this date and acknowledged that she is the Clerk to the Board of Commissioners of Orange County, and that by authority duly given and as the act of Orange County, the foregoing instrument was signed in its name by Bernadette Pelissier, Chair, sealed with its official seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the _____ day of _____, 2012

Notary Public

My Commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, _____, a Notary Public, do hereby certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement.

WITNESS my hand and official seal this the _____ day of _____, 2012.

Notary Public

My commission expires: _____

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 3, 2012

**Action Agenda
Item No.** 7-b

SUBJECT: Schools Adequate Public Facilities Ordinance (Schools APFO) – Approval of Membership and Capacity Numbers

DEPARTMENT: Planning

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

1. Orange County Schools and Chapel Hill-Carrboro City Schools: Schools APFO Capacity Calculation and Change Request Forms (includes Student Membership) for Elementary, Middle, and High School Levels (6 Pages Total)
2. Chart Depicting School LOS, Capacity, Membership, and Membership Increases

INFORMATION CONTACT:

Craig Benedict, 919-245-2575
Perdita Holtz, 919-245-2578

PURPOSE: To consider approval of November 15, 2012 membership and capacity numbers for both school districts (Orange County and Chapel Hill-Carrboro City Schools) which will be used in developing 10-year student membership projections and the 2012 SAPFO Technical Advisory Committee (SAPFOTAC) Report.

BACKGROUND: In accordance with the Schools APFO Memoranda of Understanding (MOUs), the Board of County Commissioners shall approve the school districts' November 15th membership and capacity numbers within 15 days after receiving the numbers from the school districts. Both Orange County Schools and Chapel Hill-Carrboro City Schools submitted their membership and capacity numbers in accordance with the MOUs. As per the MOUs, this step of the SAPFO process entails only the approval of the student membership and capacity numbers.

The SAPFOTAC, comprised of representatives of both school systems and the Planning Directors of the County and Towns, is tasked to produce an annual report for the governing boards of each Schools APFO partner. The full annual SAPFOTAC report, which will include 10-Year student membership projections, will be completed in early 2013. The Certificate of Adequate Public Schools (CAPS) system is updated with actual membership and capacity figures after the BOCC approves the information submitted by the school districts.

The chart in Attachment 2 shows the Capacity and Membership for each school level in both school districts and the increase (or decrease) over the November 15, 2011 membership. It also shows the Allowable Maximum Level of Service (LOS) as was agreed upon as part of the SAPFO MOU process and the Actual LOS based on November 15, 2012 Membership numbers.

In recent years, Pre-K enrollment has been a topic of discussion with both school districts. However, SAPFO has not been amended to include Pre-K in the membership and capacity numbers. Therefore, Pre-K children are not included in the membership and capacity numbers reported.

Chapel Hill-Carrboro City Schools (CHCCS) actual membership at the Elementary level exceeded the 105% LOS by 37 students this year. CHCCS Elementary School #11 is currently under construction in the Northside neighborhood and is anticipated to open in time for the 2013-14 school year. Because the elementary school is under construction, it is not necessary to stop the issuance of CAPS as the Schools APFO is working as intended in aligning development and school construction needs.

FINANCIAL IMPACT: Precise financial impacts cannot be determined, but changes in projected growth in student membership for the next ten years is expected to result in higher future operating and capital budget requests.

RECOMMENDATION(S): The Manager recommends the Board approve the November 15, 2012 Membership and Capacity numbers as submitted by each school district.

School APFO Capacity, Membership and Change Request Form

School District: Orange County Schools

SAPFO CAPS Year: November 15, 2012 - November 14, 2013

Capacity and Membership Submittal Date: November 15, 2012

| Elementary School | Square Feet | 2008-2009 Requested Capacity | 2009-2010 Requested Capacity | 2010-2011 Requested Capacity | 2011-2012 Requested Capacity | 2012-2013 Requested Capacity | Justification Footnote # | Membership |
|-------------------|----------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|--------------------------|--------------|
| Cameron Park | 70,812 | 565 | 565 | 565 | 565 | 565 | | 658 |
| Central | 52,492 | 455 | 455 | 455 | 455 | 455 | | 319 |
| Efland Cheeks | 64,316 | 497 | 497 | 497 | 497 | 497 | | 455 |
| Grady Brown | 74,016 | 544 | 544 | 544 | 544 | 544 | | 455 |
| Hillsborough | 51,106 | 471 | 471 | 471 | 471 | 471 | | 443 |
| New Hope | 100,164 | 586 | 586 | 586 | 586 | 586 | | 624 |
| Pathways | 85,282 | 576 | 576 | 576 | 576 | 576 | | 449 |
| Total | 498,188 | 3,694 | 3,694 | 3,694 | 3,694 | 3,694 | | 3,403 |

Special Note(s): 1. For the November 15, 2002 base year the board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

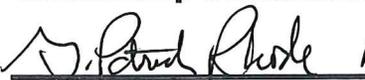
Justification:

Capacity Certification:

 11-20-12
 Superintendent Date

 BOCC Chair Date

Membership Certification:

 11-20-12
 Superintendent Date

 BOCC Chair Date

School APFO Capacity, Membership and Change Request Form

School District: Orange County Schools

SAPFO CAPS Year: November 15, 2012 - November 14, 2013

Capacity and Membership Submittal Date: November 15, 2012

| Middle School | Square Feet | 2008-2009 Requested Capacity | 2009-2010 Requested Capacity | 2010-2011 Requested Capacity | 2011-2012 Requested Capacity | 2012-2013 Requested Capacity | Justification Footnote # | Membership |
|---------------|----------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|--------------------------|--------------|
| A.L. Stanback | 136,000 | 740 | 740 | 740 | 740 | 740 | | 603 |
| C.W. Stanford | 107,620 | 726 | 726 | 726 | 726 | 726 | | 615 |
| Gravelly Hill | 123,000 | 700 | 700 | 700 | 700 | 700 | | 466 |
| Total | 366,620 | 2,166 | 2,166 | 2,166 | 2,166 | 2,166 | | 1,684 |

Special Note(s): 1. For the November 15, 2002 base year the board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

Capacity Certification:

D. Patrick Rhodes 11-20-12
Superintendent Date

BOCC Chair Date

Membership Certification:

D. Patrick Rhodes 11-20-12
Superintendent Date

BOCC Chair Date

School APFO Capacity, Membership and Change Request Form

School District: Orange County Schools

SAPFO CAPS Year: November 15, 2012 - November 14, 2013

Capacity and Membership Submittal Date: November 15, 2012

| High School | Square Feet | 2008-2009 Requested Capacity | 2009-2010 Requested Capacity | 2010-2011 Requested Capacity | 2011-2012 Requested Capacity | 2012-2013 Requested Capacity | Justification Footnote # | Membership |
|--------------|----------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|--------------------------|--------------|
| Orange | 213,509 | 1,518 | 1,518 | 1,518 | 1,518 | 1,399 | 1 | 1,214 |
| Cedar Ridge | 206,900 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | | 1,077 |
| Partnership | 6,600 | 40 | 40 | 40 | 40 | 40 | | 24 |
| Total | 427,009 | 2,558 | 2,558 | 2,558 | 2,558 | 2,439 | | 2,315 |

Special Note(s): 1. For the November 15, 2002 base year the board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

1. The new capacity requested for Orange High School (1,399) is based on a capacity analysis and facilities study completed by the Department of Public Instruction in August 2012.

Capacity Certification:

D. Patrick Rhodes 11-20-12
 Superintendent Date

 BOCC Chair Date

Membership Certification:

D. Patrick Rhodes 11-20-12
 Superintendent Date

 BOCC Chair Date

School APFO Capacity, Membership and Change Request Form

School District: Chapel Hill-Carrboro City Schools

SAPFO CAPS Year: November 15, 2012 - November 14, 2013

Capacity and Membership Submittal Date: November 15, 2012

| Elementary School | Square Feet | 2008-2009 Requested Capacity | 2009-2010 Requested Capacity | 2010-2011 Requested Capacity | 2011-2012 Requested Capacity | 2012-2013 Requested Capacity | Justification Footnote # | Membership (referenced school year) |
|-------------------|----------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|--------------------------|-------------------------------------|
| Carrboro | 60,832 | 533 | 533 | 533 | 533 | 533 | | 579 |
| Ephesus | 66,952 | 448 | 448 | 448 | 448 | 448 | | 491 |
| Estes Hills | 56,299 | 527 | 527 | 527 | 527 | 527 | | 562 |
| Glenwood | 50,764 | 423 | 423 | 423 | 423 | 423 | | 509 |
| FP Graham | 66,689 | 538 | 538 | 538 | 538 | 538 | | 512 |
| McDougle | 98,000 | 564 | 564 | 564 | 564 | 564 | | 523 |
| Rashkis | 95,729 | 585 | 585 | 585 | 585 | 585 | | 505 |
| Scroggs | 90,980 | 575 | 575 | 575 | 575 | 575 | | 600 |
| Seawell | 52,896 | 466 | 466 | 466 | 466 | 466 | | 706 |
| Morris Grove | 90,221 | 585 | 585 | 585 | 585 | 585 | | 556 |
| Total | 729,362 | 5,244 | 5,244 | 5,244 | 5,244 | 5,244 | | 5,543 |

Special Note(s): 1. For the November 15, 2002 base year the board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

Capacity Certification:

 11/20/12
 Superintendent Date

 BOCC Chair Date

Membership Certification:

 11/20/12
 Superintendent Date

 BOCC Chair Date

School APFO Capacity, Membership and Change Request Form

School District: Chapel Hill-Carrboro City Schools

SAPFO CAPS Year: November 15, 2012 - November 14, 2013

Capacity and Membership Submittal Date: November 15, 2012

| High School | Square Feet | 2008-2009 Requested Capacity | 2009-2010 Requested Capacity | 2010-2011 Requested Capacity | 2011-2012 Requested Capacity | 2012-2013 Requested Capacity | Justification Footnote # | Membership (referenced school year) |
|------------------|----------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|--------------------------|-------------------------------------|
| Chapel Hill | 241,111 | 1,520 | 1,520 | 1,520 | 1,520 | 1,520 | | 1,374 |
| East Chapel Hill | 259,869 | 1,515 | 1,515 | 1,515 | 1,515 | 1,515 | | 1,474 |
| Carrboro | 148,023 | 800 | 800 | 800 | 800 | 800 | | 918 |
| Phoenix Acad. | 5,207 | 0 | 0 | 40 | 40 | 40 | | 30 |
| Total | 654,210 | 3,835 | 3,835 | 3,875 | 3,875 | 3,875 | | 3,796 |

Special Note(s): 1. For the November 15, 2002 base year the board accepted the superintendent-certified capacities as part of the School Facilities Task Force review and 2003 Planners and School Representative Technical Advisory Committee Report. These capacities will remain effective until changed by (1) the School CIP or (2) an amended version of this form that is certified by the BOCC.

Justification:

Capacity Certification:

 11/20/12
 Superintendent Date

 BOCC Chair Date

Membership Certification:

 11/20/12
 Superintendent Date

 BOCC Chair Date

Attachment 2

School LOS, Capacity, Membership, and Membership Increases

| | <i>Chapel Hill/Carrboro School District</i> | | <i>Orange County School District</i> | |
|-------------------|---|--------------------|--------------------------------------|--------------------|
| | Allowable Maximum LOS (per MOU) | Actual 2012-13 LOS | Allowable Maximum LOS (per MOU) | Actual 2012-13 LOS |
| <i>Elementary</i> | 105% | 105.7% | 105% | 92.1% |
| <i>Middle</i> | 107% | 98.1% | 107% | 77.7% |
| <i>High</i> | 110% | 99.0% | 110% | 94.9% |

| | <i>Chapel Hill/Carrboro School District</i> | | | | | <i>Orange County School District</i> | | | | |
|-------------------|---|------------------------------|-------------------------|-----------------------|--------------------------|--------------------------------------|------------------------------|-------------------------|-----------------------|--------------------------|
| | Capacity At 100% LOS* | Capacity At MOU LOS Maximum* | Nov. 15 2012 Membership | Prior Year Membership | Increase from Prior Year | Capacity At 100% LOS* | Capacity At MOU LOS Maximum* | Nov. 15 2012 Membership | Prior Year Membership | Increase from Prior Year |
| <i>Elementary</i> | 5244 | 5506 | 5543 | 5464 | 79 | 3694 | 3879 | 3403 | 3348 | 55 |
| <i>Middle</i> | 2840 | 3039 | 2785 | 2753 | 32 | 2166 | 2318 | 1684 | 1704 | (20) |
| <i>High</i> | 3835 | 4219 | 3796 | 3714 | 82 | 2439 ¹ | 2683 | 2315 | 2283 | 32 |

* - Class size ratio is 1:21 in grades K-3.

¹ Capacity was decreased at Orange High School as a result of a capacity analysis and facilities study completed by the Department of Public Instruction in August 2012. 100% capacity at Orange High School had formerly been 1,518 students; the updated 100% capacity level is 1,399 students, a decrease of 119.

BOCC Meeting Follow-up Actions

(Individuals with a * by their name are the lead facilitators for the group of individuals responsible for an item)

| Meeting Date | Task | Target Date | Person(s) Responsible | Status |
|---------------------|---|--------------------|------------------------------|--|
| 11/20/12 | Review and consider request by Commissioner Jacobs that the staff be asked to keep notes on future public information meetings | 12/3/2012 | Chair/Vice Chair/Manager | DONE Letter Provided as Information Item |
| 11/20/12 | Review and consider suggestion by Commissioner Jacobs that the County pursue ways to better recognize veterans as part of Veterans Day activities | 12/3/2012 | Chair/Vice Chair/Manager | DONE Letter Provided as Information Item |
| 11/20/12 | Conform minutes based on revisions suggested by Commissioner Gordon and approved by the Board | 11/28/2012 | Donna Baker | DONE |
| 11/20/12 | Review Orange County residency provisions and financial viability concerns and bring back the Senior Care of Orange County agenda item to upcoming Board meeting with recommendations | 12/11/2012 | John Roberts Gwen Harvey | DONE |
| 11/20/12 | Discuss at the Assembly of Governments meeting how the character of the Rogers Road community is going to change after water and sewer become more available | 12/6/2012 | Michael Talbert | DONE Staff plans to include in presentation at Assembly of Governments meeting |

Information Item

Effective Date of Report: November 15, 2012

| Tax Year 2012 | Amount Charged in FY 12 - 13 | Amount Collected | Accounts Receivable* | Amount Budgeted in FY 12 - 13 | Remaining Budget | % of Budget Collected |
|--|---------------------------------|-------------------------|-------------------------|----------------------------------|-------------------------|--------------------------|
| Current Year Taxes | \$ 135,068,463.00 | \$ 58,545,871.37 | \$ 75,846,344.22 | \$ 135,068,463.00 | \$ 76,522,591.63 | 43.35% |
| Prior Year Taxes | \$ 4,026,736.27 | \$ 974,661.67 | \$ 2,756,957.11 | \$ 994,130.00 | \$ 19,468.33 | 98.04% |
| Total | \$ 139,095,199.27 | \$ 59,520,533.04 | \$ 78,603,301.33 | \$ 136,062,593.00 | \$ 76,542,059.96 | 43.74% |
| | | | | | | |
| Tax Year 2011 | Amount Charged in FY 11 - 12 | Amount Collected | Accounts Receivable | Amount Budgeted in FY 12 - 13 | Remaining Budget | % of Budget Collected |
| Current Year Taxes | \$ 131,785,329.00 | \$ 55,688,033.52 | \$ 74,872,532.49 | \$ 131,785,329.00 | \$ 76,097,295.48 | 42.26% |
| Prior Year Taxes | \$ 3,553,341.59 | \$ 767,899.98 | \$ 2,724,754.73 | \$ 843,846.00 | \$ 75,946.02 | 91.00% |
| Total | \$ 135,338,670.59 | \$ 56,455,933.50 | \$ 77,597,287.22 | \$ 132,629,175.00 | \$ 76,173,241.50 | 42.57% |
| | | | | | | |
| Current Year Overall Collection Percentage Tax Year 2012 | | | 43.72% | | | |
| Current Year Overall Collection Percentage Tax Year 2011 | | | 42.75% | | | |

*Accounts Receivable will increase throughout the fiscal year due to discoveries, audits and remaining billings for registered motor vehicles



Information Item

ORANGE COUNTY BOARD OF ELECTIONS

208 S. Cameron Street

Post Office Box 220

Hillsborough, North Carolina 27278

Jim White, Chairman
Kathy Knight, Secretary
Jamie Cox, Member
Tracy Reams, Director

To: Orange County Board of County Commissioners

From: Tracy Reams, Director of Elections *JAR*

Date: November 19, 2012

Re: November 6th, 2012 General Election Report

Following is a report of various activities and statistical information relating to the November 6th, 2012 General Elections held in Orange County for your review.

- Pre-Election –

The staff completed all pre-election tasks in a timely manner. This included, but not limited to generating Election Day poll books, coordinating voting machine/equipment delivery and pickup, recruiting and training One-Stop staff and Election Day precinct officials, ordering and receipt of ballots, and preparing precinct supplies. We visited every precinct to ensure phone lines were working properly to transmit Election Night results in a timely manner. Thorough logic and accuracy testing was completed on every voting machine to ensure votes were recorded properly. Laptops were loaded with one-stop voting software and setup at the one-stop sites.

Since the Primary Election the staff processed 15,692 new registrations, 5,455 duplicate registrations, 9,796 changes of information and removed 8,350 registrations from the voter rolls. A total of 28,406 voter cards have been generated and mailed since the Primary. My staff worked together efficiently and accomplished our goal to have all registrations entered prior to the beginning of One-Stop voting.

- Absentee Voting –

As directed by the Elections Board, we established five One-Stop Early voting sites noting the number of votes cast at each site as follows: (total 50,233)

12,250 - Hillsborough BOE
13,357 - Carrboro Town Hall
2,334 - Mt. Zion Church
9,487 - Rams Head
12,805 - Seymour Senior Center

A total of 3,839 Absentee By-Mail ballots were counted resulting in a total of 54,072 ballots cast prior to Election Day. 48% of the 111,851 registered voters or 70% of the total ballots cast (77,050) were cast prior to Election Day. We processed 2,385 new voter registrations that registered and voted during the one-stop voting period and 2,728 change of addresses. We trained and staffed a total of 46 people to work the five voting sites.

- Election Day –

Election Day voting was steady at all precincts with 22,821 ballots cast. All precincts were open at 6:30 a.m. as required. We had a total of 260 precinct officials working in 44 precincts. We had two precincts that had problems with their M100 voting tabulator earlier in the day. The precinct officials were instructed to open the “Emergency Bin” for voters to deposit their ballot in so that voting was not interrupted. Backup M100 tabulators were immediately sent to these precincts to replace the ones that were having issues. The M100s were not excepting ballots in all orientations as programmed. It would read the ballot face up but would not read the ballot face down or vice versa.

Precinct officials reported few voter problems. A total of 440 Provisional Ballots were cast by voters who we could find no registration for and/or voters voting out of their precinct. Precinct officials reported few voters questioned the new districts that they were in. We had at each precinct new district maps to provide to the voters. We received a great deal of calls of which a majority was from voters asking where their Election Day polling place was.

Election Night results were electronically transmitted successfully. We reported 100% of our precinct results by 8:40 p.m. Staff remained at office until 10:45 p.m. to unload and audit precinct supplies as they were brought in.

- Post-Election –

Staff researched a total of 440 Provisional ballots cast recommending the Board partially count 16 due to voting outside of their assigned districts and complete count of 141.

Staff completed scanning “authorization to vote” forms so that voter history data was available within 7 business days.

Board and staff conducted the sample audit count for two precincts as directed by the State Board of Elections to ensure machine accuracy. The ending hand-eye counts were the same as the Election Day machine count. The Board certified the official results on November 16th, 2012. Winning candidates will be sent an official notice of certification of election to their elected office on November 21st.

Staff will begin the task of separating 54,229 ballots cast (50,233 one-stop, 3,839 absentee, 157 provisional) by precinct on Monday, November 26 at 8:00 a.m. These ballots will be run back through a voting machine so that voting results can be tabulated and reported by precinct. We hope to complete the task by the end of the week.

Following is statistical information that may be of interest.

Statistics for other counties. Statewide voter turnout was 68.32%

| County | # Reg. Voters | # One-Stop Sites | Total Voter Turnout |
|---------------|----------------|------------------|---------------------|
| Alamance | 97,108 | 3 | 70.33% |
| Chatham | 46,611 | 3 | 76.51% |
| Davidson | 105,428 | 3 | 68.19% |
| Durham | 212,654 | 7 | 69.36% |
| Guilford | 362,110 | 22 | 70.68% |
| Iredell | 110,622 | 3 | 69.51% |
| Johnston | 107,912 | 4 | 71.56% |
| Orange | 111,851 | 5 | 68.89% |
| Person | 26,413 | 3 | 72.73% |
| Pitt | 116,237 | 5 | 68.24% |
| Wake | 654,777 | 16 | 74.62% |

Voter turnout statistics for previous elections held in Orange County.

| Election | Registered Voters | Total Voter Turnout |
|------------------------|-------------------|---------------------|
| 2012 November General | 111,851 | 68.89% |
| 2012 May Primary | 105,111 | 43.84% |
| 2010 November General | 102,462 | 45.02% |
| 2010 May Primary | 100,189 | 15.0% |
| 2008 November General | 105,540 | 71.25% |
| 2008 May Primary | 96,606 | 48.26% |
| 2006 November General | 91,140 | 38.86% |
| 2006 May Primary | 88,944 | 13.23% |
| 2004 November General | 95,570 | 68.15% |
| 2004 July Primary | 83,782 | 21.95% |
| 2002 General Election | 93,352 | 37.39% |
| 2002 September Primary | 91,425 | 19.40% |

Key 2012 November General Election costs.

| | |
|-----------------------------------|--------------|
| Advertisements | \$ 1,722.23 |
| Ballots (est.) | \$ 33,000.00 |
| Machine Delivery and Pickup | \$ 1,957.54 |
| Poll Books | \$ 5,732.48 |
| Programming | \$ 5,302.68 |
| Rent for Polling Places | \$ 2,230.00 |
| Election Day Staff – (260) | \$ 39,528.24 |
| One-Stop Staff – (46) | \$ 69,896.67 |
| Computer Supplies (toner & paper) | \$ 3,045.75 |

BERNADETTE PELISSIER, CHAIR
PAM HEMMINGER, VICE CHAIR
VALERIE P. FOUSHEE
ALICE M. GORDON
BARRY JACOBS
EARL MCKEE
STEVE YUHASZ

ORANGE COUNTY BOARD OF COMMISSIONERS
POST OFFICE BOX 8181
200 SOUTH CAMERON STREET
HILLSBOROUGH, NORTH CAROLINA 27278



November 27, 2012

Dear Commissioners,

At the Board's November 20, 2012 regular meeting, Commissioner Jacobs brought forth a petition and it was reviewed by the Chair/Vice Chair/Manager at agenda review:

- 1) Review and consider a request that the staff be asked to keep notes on future public information meetings.

After review of this petition, the Chair/Vice Chair/Manager have provided the following direction:

- 1) Staff will investigate what efforts will be needed to provide transcription services for public information meetings and the costs/staff time involved (currently, the market rate for minute transcribers in Orange County varies between \$80-\$90 per recorded hour)

This letter will be provided as an Information Item on the December 3, 2012 agenda for public information.

Regards,

A handwritten signature in cursive script that reads "Bernadette Pelissier".

Bernadette Pelissier, Chair
Board of County Commissioners

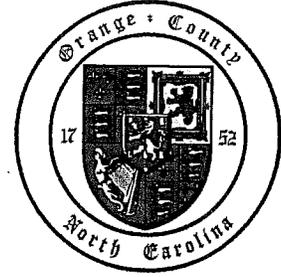
CC: Frank Clifton, County Manager

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BERNADETTE PELISSIER, CHAIR
PAM HEMMINGER, VICE CHAIR
VALERIE P. FOUSHEE
ALICE M. GORDON
BARRY JACOBS
EARL MCKEE
STEVE YUHASZ

ORANGE COUNTY BOARD OF COMMISSIONERS
POST OFFICE BOX 8181
200 SOUTH CAMERON STREET
HILLSBOROUGH, NORTH CAROLINA 27278



November 27, 2012

Dear Commissioners,

At the Board's November 20, 2012 regular meeting, Commissioner Jacobs brought forth a petition and it was reviewed by the Chair/Vice Chair/Manager at agenda review:

- 1) Review and consider a suggestion for the County to pursue ways to better recognize veterans as part of Veterans Day activities in Orange County.

After review of this petition, the Chair/Vice Chair/Manager have provided the following direction:

- 1) The new VA position with Orange County will be informed of this request to try and pursue ways to better recognize veterans as part of Veterans Day activities in Orange County.

This letter will be provided as an Information Item on the December 3, 2012 agenda for public information.

Regards,

A handwritten signature in cursive script that reads "Bernadette Pelissier".

Bernadette Pelissier, Chair
Board of County Commissioners

CC: Frank Clifton, County Manager
Nancy Coston, DSS Director

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