



**Orange County
Board of Commissioners**

Agenda

Regular Meeting

September 17, 2013

7:00 p.m.

Southern Human Services Center

2501 Homestead Road

Chapel Hill, NC 27514

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

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

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. Orange County Arts Grant Recipients
b. Recent Election/Voting Law Changes Update
c. Presentation of Report from the Historic Rogers Road Neighborhood Task Force



- d. Review of Proposed Operations Agreement for the Rogers Road Community Center

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. Emergency Debris Removal and Processing Services Agreement
 - f. Renewal Agreements Between Chapel Hill Carrboro City Schools, Orange County Schools, and Health Department for School Nurses
 - g. FY 2013-14 Budget Amendment #1-F – Public Safety 9-1-1 Grant Acceptance
 - h. Supplemental Agreement with NCDOT to Extend an Existing Congestion Mitigation and Air Quality (CMAQ) Grant
 - i. Burlington-Graham Metropolitan Planning Organization Memorandum of Understanding Adding Orange County as a Voting Member
 - j. Resolution to Endorse Orange County’s Priority Transportation Projects within the Burlington-Graham Metropolitan Planning Organization (BGMPO) Planning Area
 - k. Use Agreement Between Orange County and the Orange Grove Fire Company
 - l. FY 2013-2014 Purchase of Vehicles through Vehicle Replacement Internal Service Fund
 - m. Change in BOCC Regular Meeting Schedule for 2013

6. Public Hearings

7. Regular Agenda

- a. Employee Benefits and Recommendations for Calendar Year 2014
- b. Whitted Meeting Room Schematic Design Review

8. Reports

9. County Manager’s Report

10. County Attorney’s Report

11. Appointments

- a. Adult Care Home Community Advisory Committee – Appointments
- b. Hillsborough Board of Adjustment – Appointment
- c. Historic Preservation Commission – Appointment
- d. Human Relations Commission – Appointment
- e. Nursing Home Community Advisory Committee – Appointment
- f. Orange County Planning Board – Appointment
- g. Orange Unified Transportation Board – Appointment

12. Board Comments (Three Minute Limit Per Commissioner)



13. Information Items

- September 5, 2013 BOCC Meeting Follow-up Actions List
- Tax Collector's Report – Numerical Analysis
- Tax Collector's Report – Measure of Enforced Collections
- BOCC Chair Letter Regarding Petitions from September 5, 2013 Board Meeting

14. Closed Session

“To discuss the County’s position and to instruct the County Manager and County Attorney on the negotiating position regarding the terms of a contract to purchase real property,” NCGS § 143-318.11(a)(5).

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.orangecountync.gov

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: Orange County Arts Grant Recipients

DEPARTMENT: Orange County Arts
Commission

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

Copy of Awards to be Distributed
"Specific Attendee List to Follow"
Grant Awards Spreadsheet

INFORMATION CONTACT:

Martha Shannon, Arts Commission
968-2011

PURPOSE: To present checks to local artists and nonprofit organizations receiving Spring 2013 Orange County Arts Grants.

BACKGROUND: In the spring, the Orange County Arts Commission awards grants to local nonprofit organizations sponsoring arts projects using funds received from State government through the Grassroots Arts Program of the North Carolina Arts Council. In 1985 the Orange County Arts Commission was designated by the BOCC – and approved by the NC Arts Council – as the Local Distributing Agent (now called Designated County Partner) to award state Grassroots Arts Program funds to nonprofit agencies in Orange County.

Grants are awarded for arts programming in all arts disciplines for artistic merit and benefits to the residents of Orange County. Each recipient must match the grant amount in order to receive funding.

FINANCIAL IMPACT: The \$30,726 in state funds awarded to the Arts Commission in FY2013-14 – for Arts Commission purposes and for granting to outside nonprofit agencies sponsoring arts projects – represents a pass-through of State funds. As always, grants to individual artists are paid from County funds allocated by the BOCC for local arts grants during FY2013-14.

RECOMMENDATION(S): The Manager recommends that the Board acknowledge the local recipients of the awards during the September 17, 2013 meeting with the presentation of checks by the Board Chair.

Arts Grant Recipients
Orange County Arts Commission

September 17, 2013

Spring, 2013 Grant Recipients:

- ArtsCenter
- Carrboro Elementary School
- Cedar Ridge High School
- Chapel Hill Carrboro Children's Museum (dba Kidzu Children's Museum)
- Deep Dish Theater Company
- Ephesus Elementary School PTA
- Estes Hills Elementary School PTA
- Franklin Street Arts Collective (dba FRANK Gallery)
- Glenwood Elementary School PTA
- Hillsborough Arts Council
- McDougle Middle School PTA
- North Carolina Symphony
- Orange Charter School
- Orange High School
- Sacrificial Poets
- A.L. Stanback/C.W. Stanford/Gravelly Hill Middle Schools Coalition
- Town of Carrboro Recreation & Parks
- Barbara Tyroler

Spring 2013 Grant Awards - Orange County Arts Commission					
Applicant	Address	Project	Request	Grant (ST)	Grant (CO)
Organizations (NCAC Grassroots Money) -					
General Arts Support:					
Deep Dish Theater Company	P.O. Box 4382, Chapel Hill, NC 27514	To Produce 2013-2014 Season of Plays	\$ 5,000	\$ 1,000	
Franklin Street Arts Collective dba FRANK Gallery	109 E. Franklin Street, Chapel Hill, NC 27514	Support for Educational Outreach Programs	\$ 5,000	\$ 5,000	
Arts Program:					
ArtsCenter	300-G East Main Street, Carrboro, NC 27510	Teaching Artist Fees for 19 Residencies in Title 1 Elementary Schools	\$ 1,500	\$ 1,500	
ArtsCenter	300-G East Main Street, Carrboro, NC 27510	ArtsCenter's School Show Series	\$ 1,500	\$ 1,500	
BUMP: The Triangle	504 W. Chapel Hill Street, Durham, NC 27701	After-School Musicology Program at Three Elementary Schools	\$ 1,500	\$ -	
Chapel Hill Carrboro Children's Museum dba Kidzu Children's Museum	123 W. Franklin Street, Chapel Hill, NC 27516	Expansion of Community Artists & Collaborative Art-Making Programs	\$ 5,000	\$ 1,500	
Chapel Hill Carrboro Public School Foundation	P.O. Box 877, Carrboro, NC 27510	Charlie & The Chocolate Factory Theatrical Production at Carrboro Elem.	\$ 1,500	\$ -	
Hillsborough Arts Council	102 N. Churton Street, Hillsborough, NC 27278	Performing Artist & Artist Demonstrators at Last Fridays Events	\$ 1,500	\$ 1,500	
Hillsborough Arts Council	102 N. Churton Street, Hillsborough, NC 27278	Hillsborough Jazz Festival	\$ 1,500	\$ 1,500	
North Carolina Symphony	3700 Glenwood Ave., Suite 130, Raleigh, NC 27612	Full-Orchestra Education Concerts in Orange Co. & CH-Carrboro Schools	\$ 1,500	\$ 1,500	
Orange County Artists Guild	P.O. Box 216, Carrboro, NC 27510	To Hire Classic Graphics to Develop Studio Tour Brochure	\$ 1,500	\$ -	
Sacrificial Poets	510 W. Rosemary Street, Chapel Hill, NC 27516	Youth Poetry Outreach in OC & Word Rivalry & Fellowship Festival	\$ 1,500	\$ 1,500	
Town of Carrboro (Recreation & Parks Dept.)	100 N. Greensboro St., Carrboro, NC 27510	Carrboro Film Festival	\$ 1,500	\$ 1,500	
Town of Carrboro (Recreation & Parks Dept.)	100 N. Greensboro St., Carrboro, NC 27510	Carrboro Music Festival	\$ 1,500	\$ 1,500	
Arts in Education Coalition:					
A.L. Stanback/C.W. Stanford/Gravelly Hill Middle Schools Coalition	4801 West Ten Road, Efland, NC 27243	Patrick Sheridan: Optimizing Breathing to Improve Instrumental Sound	\$ 2,100	\$ 2,100	
Arts in Education:					
Carrboro Elementary School	400 Shelton Street, Carrboro, NC 27510	Artist's Fees for Felix Pitre and Soul Street Dance Company	\$ 1,000	\$ 1,000	
Cedar Ridge High School	1125 New Grady Brown School Road, Hillsborough, NC 27278	The Sacrificial Poets: Poetry Club Workshops	\$ 300	\$ 300	
Cedar Ridge High School	1125 New Grady Brown School Road, Hillsborough, NC 27278	Patrick Sheridan: Optimizing Breathing to Improve Instrumental Sound	\$ 700	\$ 700	
Ephesus Elementary School PTA	1495 Ephesus Church Road, Chapel Hill, NC 27517	Artists' Fees for Lloyd Arneach and Soul Street Dance Company	\$ 1,000	\$ 1,000	
Estes Hills Elementary School PTA	500 Estes Drive, Chapel Hill, NC 27514	Artists' Fees for Project Trio and Felix Pitre (for grades K-5)	\$ 1,000	\$ 1,000	
Glenwood Elementary School PTA	2 Prestwick Road, Chapel Hill, NC 27517	2 Performance Groups as Part of Cultural Enrichment Program	\$ 1,000	\$ 1,000	
McDougle Middle School PTA	900 Old Fayetteville Road, Chapel Hill, NC 27516	"Igniting Writing" by John Claude Bemis for 6th & 7th Graders	\$ 400	\$ 400	
Northside Elementary School PTA	209 Maywood Way, Chapel Hill, NC 27516	Arts in Action Program for Elementary School Students	\$ 1,500	\$ -	
Orange Charter School	920 Corporate Drive, Hillsborough, NC 27278	Creating in Clay - Ceramics Program	\$ 1,000	\$ 1,000	
Orange High School	500 Orange High School Road, Hillsborough, NC 27278	Patrick Sheridan: Optimizing Breathing to Improve Instrumental Sound	\$ 700	\$ 700	
Other:					
Durham Arts Council (application NOT required)	120 Morris Street, Durham, NC 27701-3242	OCAC Program - Emerging Artists Program	\$ 1,500	\$ 1,500	
United Arts Council of Raleigh & Wake County (application NOT req'd)	110 South Blount Street, Raleigh, NC 27601	OCAC Program - Fiscal Agent for Piedmont Laureate Program	\$ 1,350	\$ 526	\$ 824
			TOTAL:	\$ 45,050	\$ 30,726
				AVAILABLE =	
				\$	30,726
Individuals (Orange County Money) -					
Artist Project:					
Shelly Hehenberger		Marketing & Promoting "RIVER" Book	\$ 1,000	\$ -	
Cheryl Hill		The Origami Orchard's Sustainable Equipment Project	\$ 1,000	\$ -	
Michael Itkoff		Materials/Framing for Upcoming Exhibition at Flanders Gallery, Raleigh	\$ 1,000	\$ -	
Michael Roy Layne dba Legacyworks		Installation of Sculpture "Drago" & Children's Workshops at KIDZU	\$ 1,000	\$ -	
Susan Simone		Trailer Tales: Photo Sculptures	\$ 900	\$ -	
Rio Aubry Taylor		Meditation Comics and Interactive Lecture	\$ 1,000	\$ -	
Barbara Tyroler		Artist Fees & Supplies for Adaptive Aquatics Photography Program	\$ 1,000	\$ 1,000	
				AVAILABLE FALL,	
				2013 =	\$ 26,750
					\$ 1,824

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: Recent Election/Voting Law Changes Update

DEPARTMENT: Board of Elections

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

INFORMATION CONTACT:

Tracy Reams, Elections Director
(919) 245-2351

PURPOSE: To receive an update on the ratified Session Law 2013-131 – House Bill 589 Election law changes.

BACKGROUND: House Bill 589 was approved on August 12, 2013. Outlined below are various election law changes in House Bill 589 that will likely have the greatest impact on elections held in Orange County.

Effective September 1, 2013 –

- G.S. 163-82.1 (d) is repealed. **Preregistration:** Prior to September 1, 2013 a person who is at least 16 years of age may preregister to vote and shall be automatically registered upon reaching the age of eligibility. Preregistrations received prior to September 1, 2013 will remain in queue and will be automatically registered upon reaching the age of eligibility. 17 year olds can still register and vote in a Primary Election if they will be 18 years of age by the General Election.

Effective October 1, 2013 –

- G.S. 163-226.4.6(b) **Multi-partisan Teams:** The county board of elections must recruit and train multi-partisan teams to promptly assist patients and residents of any hospital, clinic, nursing home, or rest home in that county in casting absentee ballots. Elections staff has consulted with the League of Women Voters, and the League has expressed its desire to be a part of the team in addition to the Chairs of the Democratic and Republican parties.
- G.S. 163-82.22.5.2 **Photo ID public education:** The State Board of Elections (SBOE) and county boards shall disseminate information about photo identification requirements for voting, providing information on how to obtain photo identification appropriate for voting, and assist any registered voter without photo identification appropriate for voting with obtaining such photo identification. Information will be distributed through, public service announcements, print, radio, online and social media. Any mailings from the county boards of elections to voters shall include information about the photo identification requirements. Counties shall also post at the polls and at early voting sites

beginning with the 2014 Primary Election information about the photo identification requirements.

- G.S. 163-82.22.5.5 **Use of electronic and digital information:** By April 1, 2014, the State Board of Elections shall review and report to the Joint Legislative Elections Oversight Committee the steps recommended to implement using electronic pollbooks in all polling places to assist in identifying individuals attempting to vote more than once and to assist in obtaining digital photographs of registered voters and verifying the identity of those voters including the taking of digital photographs at the polling place.

Effective January 1, 2014 –

- G.S. 163-45 was rewritten. **Poll Observers:** The Chair of each political party has the right to designate two observers to attend each polling place. This bill also allows them to designate ten additional at-large observers who may attend any voting place. Not more than two observers from the same party shall be permitted in the voting enclosure except that one of the at-large observers from each party may also be in the voting enclosure.
- G.S. 163-55(c)5 was rewritten. **Voting in incorrect precinct:** A provisional ballot shall not be counted if the voter did not vote in the proper precinct. Prior to this bill, all contests were counted on a provisional ballot in which the voter was eligible to vote regardless of the voting location.
- G.S. 163-82.6A was rewritten. **Same day voter registration:** Eliminates registering and voting during the one-stop early voting period for those who miss the 25 day registration deadline.
- G.S. 163-82.6(b) was rewritten. **“Wet Ink” on voter registration forms:** An electronically captured signature shall not be valid on a voter registration form unless it is on an electronic voter registration form offered by a State agency.
- G.S. 163-82.25 is repealed. **Mandated voter registration drives:** Prior to this bill, Boards of Elections were mandated to coordinate and conduct voter registration drives at all public high schools in the county traditionally during the month of September. Elections staff will continue to work with the high schools to assist in registration drives as well as any other interested organization.
- G.S. 163-84 was rewritten. **Challenges made other than on Election Day:** Challenges can be made by any registered voter of the State. Prior to this bill, challenges could only be made by a registered voter in the county.
- G.S. 163-87 was rewritten. **Challenges made on Election Day:** Challenges can be made by any registered voter of the county. Prior to this bill, challenges could only be made by a registered voter in the precinct.
- G.S. 163-165.6(d) was rewritten. **Order of parties on ballot:** Candidate nominees of political parties that reflect at least 5% of statewide voter registration in alphabetical order by party beginning with the party whose nominee for Governor received the most votes in the most recent gubernatorial election and in alphabetical order within the party shall be listed first on the ballot. (The underlined part is the noted change.)
- G.S. 163-165.6(e) was rewritten. **Straight Party Voting:** Each official ballot shall not contain any place that allows a voter with one mark to vote for the candidates of a party for more than one office.
- G.S. 163-213.2 was rewritten. **Date of Presidential Primary:** Presidential preference primary shall be held on the Tuesday after the first Monday in May, except that if South Carolina holds its presidential primary before the 15th day of March, the NC presidential

primary shall be held on the Tuesday after the SC presidential preference primary. All other NC primaries will be held in May.

- G.S. 163-227.2 was rewritten. **Early voting sites within a county:** Early voting shall begin no earlier than the second Thursday before an election and shall end no later than 1:00 p.m. on the last Saturday before an election. Any plan adopted shall provide for the same days of operation and same number of hours of operation on each day for all sites in the county for that election. Prior to this bill, early voting began on the third Thursday before an election and had the option to extend hours the last Saturday until 5:00 p.m. The local Board had the option of setting different days and hours for the approved sites.
- G.S. 163-227.2 is amended by adding a new subsection. **Hours for early voting:** For any county who provided for one or more sites during 2010 or 2012 elections, they shall calculate the cumulative total number of scheduled voting hours at all sites and ensure that at least the same number of hours offered in 2010 Primary and General is offered for the 2014 Primary and General and the same number of hours offered in 2012 Primary and General is offered for the 2016 Primary and General Elections respectively. There is also an added amendment whereas a county board by unanimous vote of the board may submit a request to the SBOE to reduce the number of hours. The reduction shall take effect only if approved by unanimous vote of the SBOE with all members present and voting.
- G.S. 163-229(b) was rewritten. **Absentee voting:** Requires two persons to witness the casting of the absentee ballot, those person's names, addresses and signature and also added space for the name and address of any person who assisted the voter. The requirement for two witnesses shall be satisfied if witnessed by one notary public with a valid seal and signature. The law states that a notary may not charge any fee. Prior to this bill, only one witness was required. This law does not apply to military or overseas voters whose requirements are one witness.
- G.S. 163-230.1 was rewritten. **Method of requesting ballots.** An absentee ballot request is valid only if it is on a form created by the State Board of Elections. The voter or near relative must provide either a driver's license/special identification number or the last four digits of the social security number. The form will be available on the SBOE website, Orange County Board of Elections (BOE) website, in the BOE office and will be mailed to voter upon request. Prior to this bill, the request had to be written entirely by the requester personally or on a form generated by the county board of elections that could not be reproduced.
- G.S. 163-278.13 was rewritten. **Limitation on contributions:** No candidate or political committee can accept and/or contribute in excess of \$5,000 for an election except for a candidate or a candidate's spouse who can give unlimited amounts. Prior to this bill, the limit was \$4,000 and the persons who could give unlimited amounts included the candidate's parents, brothers and sisters. It also provides a means to increase the limitations effective every odd-numbered year by a formula set out in the amendment
- G.S. 163-287 was rewritten. **Special Election Dates:** Special elections may be held only at the time as any other State, county or municipal election. Exceptions are any special election related to public health or safety, including a vacancy in the office of sheriff or a bond referendum for financing of health and sanitation systems. This also does not apply to local acts.
- Part 28 – Section 28.1 – **Reduce need for second primary:** The Joint Legislative Elections Oversight Committee shall study the second primary and recommend to the General Assembly any legislation it deems advisable. Final report shall be made before the convening of the 2015 regular session of the General Assembly.

Effective January 1, 2016 –

- G.S. 163-166.13 amended by adding new section. **Photo identification requirement for voting in person:** Every qualified voter shall present photo identification bearing any reasonable resemblance except curbside voters, voters who have religious objection to being photographed and victims of natural disaster occurring within 60 days of the election. Instead of photo identification, curbside voters may present a utility bill, bank statement, paycheck or other government documents that shows the name and address. Voters who on account of religious belief or natural disaster victims must sign a declaration to that affect.

Effective January 1, 2018 –

- Part 30 – Section 30.8 – **DRE Voting Systems:** Any direct record electronic voting systems currently certified by the SBOE which do not use paper ballots shall be decertified and shall not be used in any election held on or after January 1, 2018. Orange County has optical scan M100 voting machines, so this will have no impact.

Implementation of Voter Photo Identification:

- Part 3 of HB 589 states a registered voter may obtain a special identification card without paying a fee if the registered voter signs a declaration stating they do not have other photo identification acceptable. The fee to obtain a special identification card does not apply if the applicant is legally blind, at least 70 years old or is homeless. Voters cannot be charged any fees to obtain a certified copy of birth certificate or marriage license necessary to obtain acceptable photo identification. Registered voters will be provided with this information.
- Part 6 of HB 589 states that at any election between May 1, 2014 and January 1, 2016, any registered voter may present photo identification but is not required to do so. Voters shall be notified that photo identification will be needed to vote beginning in 2016 and will be asked if that voter has one of the approved forms of identification. If the voter indicates he or she does not have the appropriate photo identification for voting, that voter will be asked to sign an acknowledgement of the requirement and be given a list of approved forms of identification and information on how to obtain such. The list of names of those voters who signed an acknowledgment will be public record.
- Boards of Elections are not responsible for issuing IDs at this time. The Orange County Board of Elections is committed to work diligently to ensure the public is aware of the requirements and will assist voters as much as possible to obtain the necessary identification.

FINANCIAL IMPACT: The 2013-2014 Budget Year financial impact remains unknown at this time. Due to the number of reduced early voting days and the requirement to offer the same amount of hours offered for the 2010 Primary Election, Elections staff will have to be open extended hours, requiring over-time pay for one-stop staff in addition to the probability of having to open more than the four budgeted early voting sites for the 2014 Primary Election.

Due to the mandated changes, various forms, voter cards, voter information material and absentee applications will have to be re-printed prior to the 2014 Primary Elections at an estimated cost of \$15,000.

RECOMMENDATION(S): The Manager recommends that the Board receive the update on the ratified Session Law 2013-131 – House Bill 589 Election law changes.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: Presentation of Report from the Historic Rogers Road Neighborhood Task Force

DEPARTMENT: Solid Waste Management

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

1. Historic Rogers Road Neighborhood Task Force Report Dated 9/17/13
2. Town of Carrboro Resolution dated June 18, 2013

INFORMATION CONTACT:

Frank Clifton, County Manager, 245-2300
Michael Talbert, Assistant County Manager, 245-2308

PURPOSE: To receive a presentation, review and discuss the recommendations in a Report from the Historic Rogers Road Neighborhood Task Force in preparation for the November 21, 2013 Assembly of Governments Meeting.

BACKGROUND: Beginning in 1972 the landfill was opened by the Town of Chapel Hill and in 1999 Orange County assumed ownership and operation of the Eubanks Road Landfill. The Historic Rogers Road Community has lived with the Orange County Landfill for 40 years. The Community is geographically split by the Orange County and Carrboro. Orange County as the current owner/operator of the Landfill, is taking the lead to make remediation improvement to the Historic Rogers Road Community.

Timeline:

On **May 17, 2011** the Board received a plan from RENA recommending actions to mitigate the long and short term impacts of Orange County's Landfill and Solid Waste operations on the health, safety and welfare of the Historic Rogers Road – Eubanks Road Community.

On **January 26, 2012** the Board and the Town Boards discussed the extension of sewer service and a community center for the Historic Rogers Road Community. County and Town Attorneys have concluded that, utilization of Solid Waste reserves, to extend sewer service to the Historic Rogers Road Community, is not consistent with North Carolina General Statutes and would subject the local governments to legal challenges. Therefore, funding for either the extension of sewer services and/or a community center will have to come from the County's and Towns other general revenue sources.

On **February 21, 2012** the Orange County Board of Commissioners authorized the Creation of a new Historic Rogers Road Task Force to address sewer service and a community center and

approved the Charge The composition of the Task Force was to include two members appointed by each Town (Chapel Hill and Carrboro); two members appointed from the County; and two members appointed from Rogers Eubanks Neighborhood Association (RENA).

Charge of the Original Historic Rogers Road Neighborhood Task Force

The Charge for the Historic Rogers Road Neighborhood Task Force is to investigate and make recommendations to the Board of County Commissioners, the Chapel Hill Town Council and the Carrboro Board of Aldermen for neighborhood improvements including funding sources and the financial impact to the County & Towns, for the following:

1. Sewer Service to the Historic Rogers Road Neighborhood as defined by the previously approved public water connections in the area.
2. A Neighborhood Community Center.

The Task force is also directed to:

- a. Submit an Interim Report back to the County and the Towns by the end of August, 2012 and;
- b. Submit a Final Report to the Assembly of Governments on December 6, 2012.

On **December 6, 2012** the Assembly of Governments received an interim report from the Historic Rogers Road Neighborhood Task Force and held a lengthy discussion of the accomplishments of the Task Force. One of the recommendations from The Task Force was that the Task Force continues to meet for an additional 6 months to address the Charge with the original composition of the Task Force.

On **February 5, 2013** the Orange County Board of Commissioners authorized the continuation of a reappointed Historic Rogers Road Neighborhood Task Force and approved the Charge of the Task Force. The composition of the Task Force includes two members appointed by each Town (Chapel Hill and Carrboro); two members appointed from the County; and two members appointed from Rogers Eubanks Neighborhood Association (RENA).

Charge of the Reappointed Historic Rogers Road Neighborhood Task Force

1. Request that the towns confirm the continuation of the Historic Rogers Road Neighborhood Task Force and appoint members to the Task force;
2. Confirm the appointment of Commissioners Rich and Price as the County's members on the Historic Rogers Road Neighborhood Task Force;
3. Request that the Rogers Eubanks Neighborhood Association confirm the continuation of the Historic Rogers Road Neighborhood Task Force and appoint two members to the Task Force;
4. Confirm the charge and a timeline for the Task force as specified by the motion approved at the January 24 meeting:

- To continue the Task Force for six (6) months;
 - To have the Task Force consider the final costs, provision and installation of water and sewer utility extensions preferably at no cost for members of the Historic Rogers Road community;
 - Consider options to address gentrification;
 - Consider Chapel Hill's most recent Small Area Plan;
 - Consider funding options, including the Greene Tract.
5. Specify that the Task Force provide a report to the Board of County Commissioners no later than the Board's September 17th meeting

Subsequent Local Government Actions:

1. *On **April 9, 2013** the Board of County Commissioners was presented the schematic design of the Rogers Road Community Center and authorized the manager to award the bid for construction in an amount not to exceed \$650,000. The project was bid in August, 2013. The Town of Chapel Hill has expedited the site plan review, permitting and other associated processes for the project as well as waived all associated Town fees related to those processes, normally estimated to be \$25,000.*
2. *On **September 18, 2012** the Town of Carrboro approved the Town's intention to contribute not more than \$900,000 for the Town's 14% portion of the \$650,000 Community Center and estimated \$5.8 million cost of the Sewer Project.*

*On **June 18, 2013** the Carrboro Board of Aldermen approved a Resolution (Attachment 2) to Provide Comment on Alternatives Discussed by the Historic Rogers Road Neighborhood Task Force. The Town has also appropriated \$450,000 (1/2 of the \$900,000 the Town has committed to Rogers Road) in the Fiscal 2013/2014, for both a New Community Center and Sewer Improvements.*

3. *The Town of Chapel Hill appropriated \$90,549 and the Town of Carrboro appropriated \$29,524 in the Fiscal 2013/2014, for a New Rogers Road Community Center.*
4. *On **June 24, 2013** the Chapel Hill Town Council voted to initiate a process with the County to extend the Town's extraterritorial jurisdiction into the area within a portion of the Historic Rogers Road Neighborhood within Orange County. The Council also asked that the Manager continue discussion of a possible Utility District with local jurisdictions.*

RECOMMENDATIONS TO THE BOARD OF COUNTY COMMISSIONERS

September 17, 2013

1. That that the Cost associated with the Community Center and Sewer Improvements will be shared 14% Carrboro, 43% Chapel Hill and 43% Orange County.

2. That the Sewer Concept Plan presented by OWASA in 2012 to serve 86 parcels at an estimated cost of \$5.8 million should be funded by Carrboro, Chapel Hill, and Orange County in proportion to the recommended cost sharing. The first phase of the construction should include segments 5, 6, and 8 at an estimated cost of \$3.7 million, serving 67 parcels. Funding recommended to be included in the Fiscal 2014/2015 Budgets, with the remaining 19 parcels to be constructed in the second phase and included in the Fiscal 2015/2016 Budgets
3. That the Task Force prefers the original Sewer Concept Plan presented by OWASA in 2012 to serve 86 parcels at an estimated cost of \$5.8 million. First this concept will provide sewer improvements to the entire Historic Rogers Road Neighborhood; secondly, this proposal will enable all of the partners, Orange County, the Town of Chapel Hill, and The Town of Carrboro, to equally share the costs of the Community Center and Sewer Improvements in proportion to their responsibilities. If either the Orange County Board of Commissioners or the Chapel Hill Town Council do not favor the original Sewer Concept Plan presented by OWASA in 2012 or cannot agree on the concept of an ETJ for the Historic Rogers Road Neighborhood, the Sewer Concept Plan presented by OWASA in 2012 including only segments 5, 6, and 8 to serve 67 parcels at an estimated cost of \$3.7 million should be funded.
4. That the County petition the Town of Chapel Hill to annex all County Owned Property in the Historic Rogers Road Neighborhood.
5. That the Task Force requests that the Managers explore the collaborative approach to the Historic Rogers Road Neighborhood as outlined in February 25, 2013 memo to Elected Officials and report back to the Task Force on August 21, 2013.
6. That the Managers meet and talk about the options related to connecting the residents of the Historic Rogers Road Neighborhood to sewer.
7. That funding is identified for the cost of connecting from the OWASA infrastructure to the home in addition to applying for grants for low-to-moderate income persons. It is a priority of the Task Force to identify funding not only for the installation of sewer infrastructure but also cost of connections to homeowners and the Task Force recommends that the County and Towns set up a fund specifically for people in the Historic Rogers Road Neighborhood and to fund the cost of the connections from the home to the main.

FINANCIAL IMPACT: The financial impact of funding improvements in the Historic Rogers Road Community is uncertain until direction is provided by the Board.

RECOMMENDATION(S): The Manager recommends that the Board receive the presentation, review and discuss the recommendations in the Report from the Historic Rogers Road Neighborhood Task Force in preparation for the November 21, 2013 Assembly of Governments Meeting.

ATTACHMENT 1

**Historic Rogers Road Neighborhood Task Force
Final Report**

September 17, 2013

Prepared by the Historic Rogers Road Neighborhood Task Force

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APPENDICES

- A. County and Town Attorneys Opinions
- B. Historic Rogers Road Neighborhood Task Force Report – December 6, 2013
- C. Town of Chapel Hill Memo to Elected Officials February 25, 2013
- D. North Carolina General Statutes 153A-376; 160A-456
- E. Lease Agreement between Habitat for Humanity and Orange County
- F. Operations Agreement: Rogers Road Community Center

INTRODUCTION

In 1972, the north side of Eubanks Road became the site of a solid waste landfill operated by the Town of Chapel Hill. Orange County assumed operational control of the landfill as the result of an August 17, 1999 agreement between the Towns (Chapel Hill, Carrboro, and Hillsborough) and the County. The Historic Rogers Road Community has lived with this landfill for 40 years. Over many years, residents representing the Rogers Road area have voiced concerns about various operational elements associated with the landfill and the impact on the Rogers Road Neighborhood. The Neighborhood is geographically split by the Orange County and Carrboro. Orange County, as the current owner of the landfill, is taking the lead to make remediation improvement to the Historic Rogers Road Community.

A number of local government initiatives have been implemented to improve the quality of life in the Rogers Road Community and they are as follows:

1. The Solid Waste Fund paid \$650,000 to extend public water service by the Orange Water and Sewer Authority (OWASA) to the Rogers Road area.
2. Solid Waste installed gas flares to reduce odors.
3. The Town of Chapel Hill initiated bus service on Rogers Road.
4. Orange County initiated a no-fault well policy to deal with failing drinking water wells remaining in the adjoining neighborhoods.
5. Orange County approved the appropriation of \$750,000 from the Solid Waste Fund Balance to establish a Rogers Road Remediation Reserve Fund.
6. On July 1, 2011 Orange County established a \$5.00 tipping fee surcharge and a plan to incrementally increase the tipping fee each fiscal year by a minimum \$2 per ton as long as the landfill is operational to fund the Rogers Road Remediation Reserve Fund.
7. A partnership with Orange County and the University of North Carolina created a Landfill Gas to Energy Project that commenced operation on January 6, 2012 and will have an immediate and noticeable impact on the odor created by the operation of the landfill. The project will further provide a long-term renewable energy source to UNC, reducing dependence on increasingly expensive fossil fuels, and reduce carbon emissions.
8. On October 4, 2011 the Orange County Board of County Commissioners authorized staff to proceed with a "one-time" effort to clean-up illegal dump sites within three-fourths of one mile of the landfill boundary, at no cost to the individual property owners.

At the January 26, 2012 Assembly of Governments meeting, the Orange County Board of Commissioners and the Town Boards discussed the extension of sewer service and a community center for the Rogers Road Community. County and Town Attorneys (**Appendix A**) have concluded that use of Solid Waste reserves to extend sewer service to the Rogers Road Community is not consistent with North Carolina General Statutes and would subject the local governments to legal challenges. As such, a community

center does not have a relationship to Solid Waste and could not be funded from Solid Waste reserves. Therefore, funding for either the extension of sewer services and/or a community center will have to come from the County's and Towns' other general revenue sources. There was discussion on January 26 regarding the creation of a task force to address the issues.

On February 21, 2012 the Orange County Board of Commissioners authorized the creation of a new Historic Rogers Road Task Force to address sewer service and a community center. The composition of the Task Force was to include two members appointed by each Town (Chapel Hill and Carrboro); two members appointed from the County; and two members appointed from Rogers Eubanks Neighborhood Association (RENA). **Appendix B** is the Original Historic Rogers Road Neighborhood Task Force's Report to the Assembly of Governments on December 6, 2012

Reappointment of the Historic Rogers Road Neighborhood Task Force

On February 5, 2013 the Orange County Board of Commissioners authorized the continuation of a reappointed Historic Rogers Road Neighborhood Task Force and approved the Charge of the Task Force. The composition of the Task Force includes two members appointed by each Town (Chapel Hill and Carrboro); two members appointed from the County; and two members appointed from Rogers Eubanks Neighborhood Association (RENA).

Appointed Task Force Members:

David Caldwell:	RENA
Robert Campbell:	RENA
Penny Rich:	Orange County
Renee Price:	Orange County
Michelle Johnson:	Carrboro
Sammy Slade:	Carrboro
Lee Storrow:	Chapel Hill
James Ward:	Chapel Hill

Charge of the Reappointed Historic Rogers Road Neighborhood Task Force

1. Request that the towns confirm the continuation of the Historic Rogers Road Neighborhood Task Force and appoint members to the Task force;
2. Confirm the appointment of Commissioners Rich and Price as the County's members on the Historic Rogers Road Neighborhood Task Force;

3. Request that the Rogers Eubanks Neighborhood Association confirm the continuation of the Historic Rogers Road Neighborhood Task Force and appoint two members to the Task Force;
4. Confirm the charge and a timeline for the Task force as specified by the motion approved at the January 24 meeting:
 - To continue the Task Force for six (6) months;
 - To have the Task Force consider the final costs, provision and installation of water and sewer utility extensions preferably at no cost for members of the Historic Rogers Road community;
 - Consider options to address gentrification;
 - Consider Chapel Hill's most recent Small Area Plan;
 - Consider funding options, including the Greene Tract.
5. Specify that the Task Force provide a report to the Board of County Commissioners no later than the Board's September 17th meeting.

RECOMMENDATIONS

1. That the Cost associated with the Community Center and Sewer Improvements will be shared 14% Carrboro, 43% Chapel Hill and 43% Orange County.
2. That the Sewer Concept Plan presented by OWASA in 2012 to serve 86 parcels at an estimated cost of \$5.8 million should be funded by Carrboro, Chapel Hill, and Orange County in proportion to the recommended cost sharing. The first phase of the construction should include segments 5, 6, and 8 at an estimated cost of \$3.7 million, serving 67 parcels. Funding recommended to be included in the Fiscal 2014/2015 Budgets, with the remaining 19 parcels to be constructed in the second phase and included in the Fiscal 2015/2016 Budgets
3. That the Task Force prefers the original Sewer Concept Plan presented by OWASA in 2012 to serve 86 parcels at an estimated cost of \$5.8 million. First this concept will provide sewer improvements to the entire Historic Rogers Road Neighborhood; secondly, this proposal will enable all of the partners, Orange County, the Town of Chapel Hill, and The Town of Carrboro, to equally share the costs of the Community Center and Sewer Improvements in proportion to their responsibilities. If either the Orange County Board of Commissioners or the Chapel Hill Town Council do not favor the original Sewer Concept Plan presented by OWASA in 2012 or cannot agree on the concept of an ETJ for the Historic Rogers Road Neighborhood, the Sewer

Concept Plan presented by OWASA in 2012 including only segments 5, 6, and 8 to serve 67 parcels at an estimated cost of \$3.7 million should be funded.

4. That the county petition the Town of Chapel Hill to annex all County Owned Property in the Historic Rogers Road Neighborhood.
5. That the Task Force requests that the Managers explore the collaborative approach to the Historic Rogers Road Neighborhood as outlined in February 25, 2013 Memo to Elected Officials (**Appendix C**) and report back to the Task Force on August 21, 2013.
6. That the Managers meet and talk about the options related to connecting the residents of the Historic Rogers Road Neighborhood to sewer.
7. That funding is identified for the cost of connecting from the OWASA infrastructure to the home in addition to applying for grants for low-to-moderate income persons. It is a priority of the Task Force to identify funding not only for the installation of sewer infrastructure but also cost of connections to homeowners. The Task Force recommends that the County and Towns set up a fund specifically for people in the Historic Rogers Road Neighborhood and to fund the cost of the connections from the home to the utility main

SEWER SERVICE

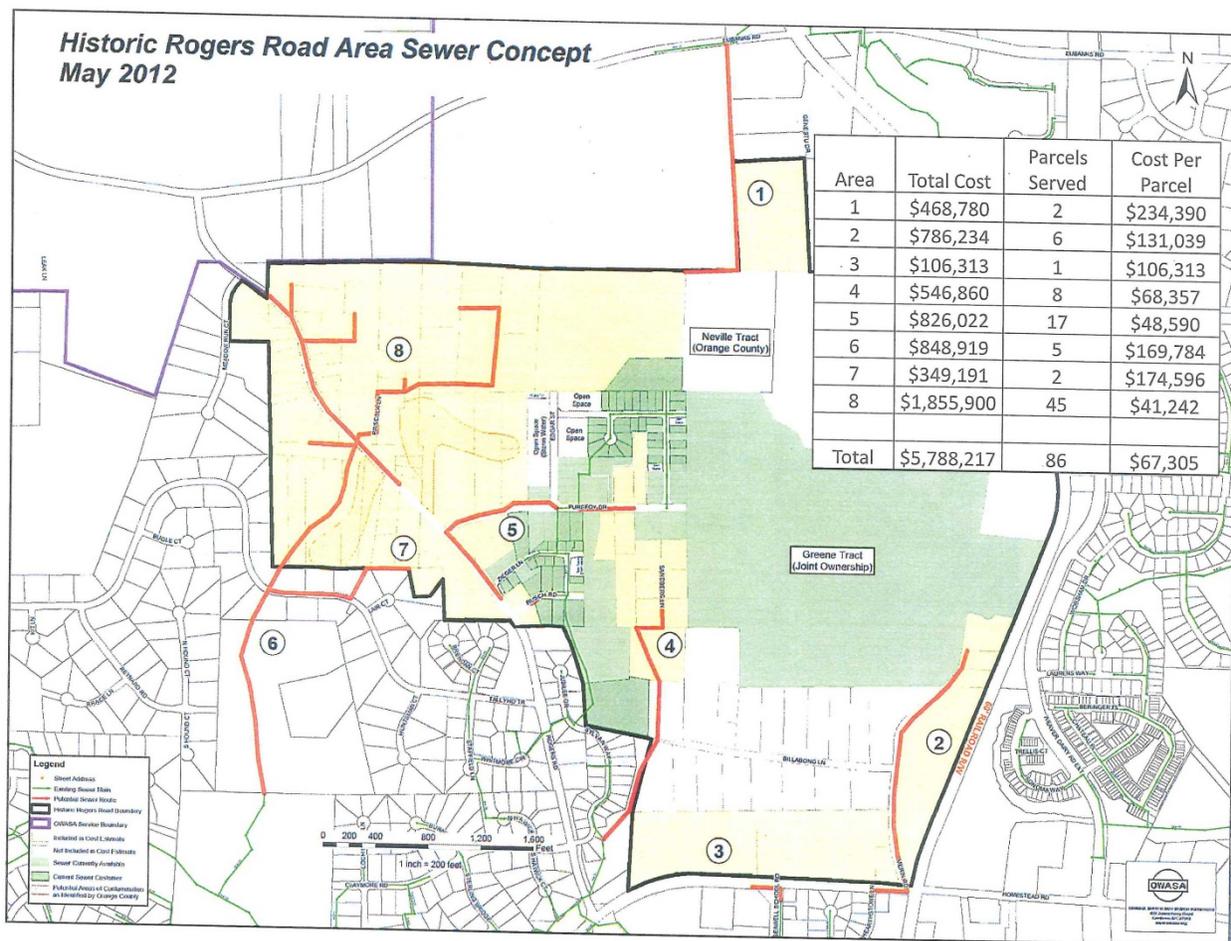
2012 OWASA Sewer Concept Plan:

OWASA is the water & sewer utility for the area and as such, it investigated the concept of providing sewer service as part of the Town of Chapel Hill's Rogers Road Small Area Plan. On February 8, 2011 OWASA provided an updated concept plan and cost estimate, for the Rogers Road Small Area Plan Study Area for \$3.4 million. This early concept plan was completed based on the Chapel Hill Small Area Plan which is a geographically different area than the Historic Rogers Road Neighborhood sewer concept. There is also some difference in routing some of the main outfalls. In the current estimate, OWASA needed to avoid the area of contamination coming out from the Carrboro section that required more line with deeper excavation. Most importantly, in the earlier estimates neither the availabilities fees was included nor the cost of extending a lateral from the main line to the properties.

OWASA provided a concept plan, layout, and cost estimate for providing sewer service to the area that was delineated by the Rogers Road Neighborhood Task Force at the April 30, 2012 meeting. The concept plan is the most efficient way to serve the defined

Rogers Road Neighborhood and does not consider adjoining neighborhoods. The Reappointed Task Force reviewed the concept on March 20, 2013. **See below, Exhibit 1, the Historic Rogers Road Area Sewer Concept Map, 2012 Map.** All the green areas show where sewer service is already available. The dark green areas are parcels that have connected to the OWASA service. The light green areas have not connected. The 86 parcels in yellow are the properties that would be served by the conceptual sewer layout. The concept map also breaks down the sewer service into 8 sub-areas with the number of parcels served and cost per parcel. The 8 red lines represent the possible sub-areas of the sewer infrastructure that could be considered, if the entire concept project is not feasible. The sewer infrastructure routing was estimated based on the topography taken from maps rather than from any field work. In order to get to a greater level of detail or certainty on the cost, some field work would be required. There are two brown areas on the map that the County has identified as some subsurface disposal or some suspected contamination. Without any further investigation, the sewer line has been routed no closer than 100 feet of that margin.

Exhibit 1



The total construction and installation cost for the sewer concept is currently estimated to be \$5.8 million. **See the table below.** It would serve 86 additional parcels of land. The concept costs include construction, engineering design, administration and contingency for possible rock. The topography of the neighborhood is complex and the land falls in several different directions. This concept plan does not include the costs of any property acquisitions or easement acquisitions. The availability hookup charge for each of the parcels is based on an assumed average house size of 2,500 square feet. When a customer connects to the OWASA water and sewer system, there is a one-time fee that is estimated to be \$4,300 per parcel for the concept plan.

Cost estimate Summary:

Engineering , Design and Permitting	376,350
Construction Cost	3,763,506
Construction Administration	188,175
Construction Inspection	188,175
20% Contingency	903,241
Sub Total	5,419,447
Service Availability Fees	368,768
Total	5,788,215

The concept does not include the cost to actually connect individual homes to the sewer system. Those costs will vary depending on the configuration of the lot and the distance from the house to the main sewer line. Those costs are typically the costs of the homeowner and are estimated to be about \$20/foot. The connections to an individual house would be provided by a private plumbing contractor.

2013 OWASA Utility District Concept Plan:

The Task Force reconvened in 2013 and there was discussion about a larger district that would include sewer and water that encompasses a much greater area and would bring many more potential property owners to the table, in terms of sharing the cost and the potential to serve a lot more people. There are a couple of options that the Task

Force considered. One was a larger district including other properties outside of Rogers Road that can contribute to the cost that otherwise would be paid by the Rogers Road area. The other option would be having Task Force recommend funding solely for the 2012 Sewer Concept for the Rogers Road area and that would represent a larger per-property cost.

If a Utility District is created, it would be a separate governmental entity, so everyone within that governmental entity would have the same opportunity. Even with the creation of a Utility District the County would be responsible for funding and operating the district. The district could issue bonds to raise the funds, or more likely, the County would issue some sort of General Obligation Bond. There are several legal ways to raise the money; it will come down to the political choice of which legal way the County would choose. Either way, the County would take the lead to finance a Utility District.

A Utility District would be located outside the corporate limits of the Town of Chapel Hill. A legal concern is whether the Town of Chapel Hill could spend money outside of the town limits. There are a couple of potential ways under which that could occur. The first option is that Chapel Hill could annex either all or some of that district. In order to do so it would require a majority vote of the residents. The second option allows the extension of water and sewer lines through a community development program. The extension of utility lines can occur within a Town's corporate limits but also within the ETJ [Extraterritorial Planning Jurisdiction]. The district could be created, but there is no basis for the Town of Chapel Hill to be able to make a contribution, in the absence of either a community development program in the ETJ or annexation. The County can create a service district. Carrboro can contribute because it has areas in the service district that are within the town limits, but Chapel Hill does not.

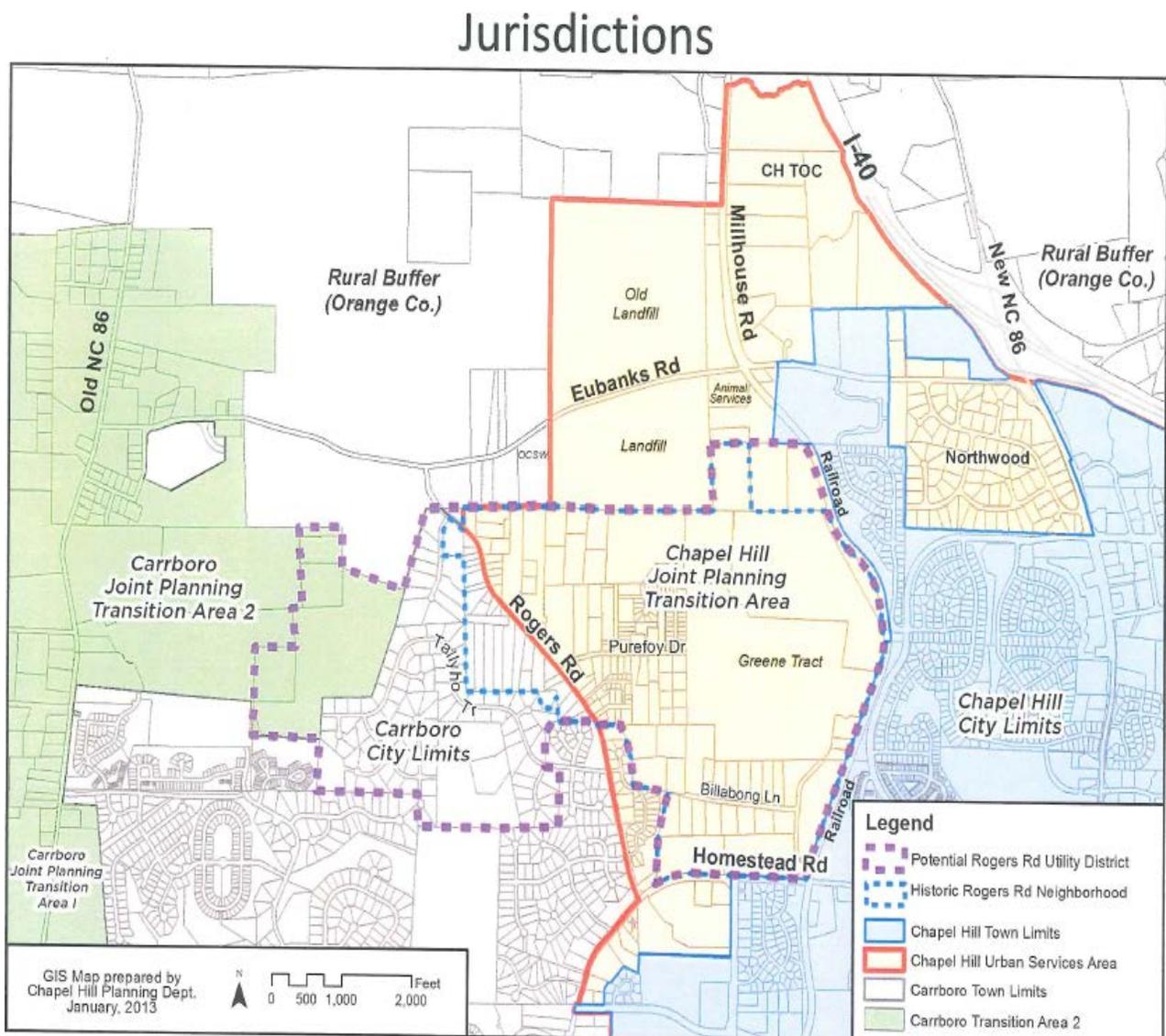
On November 14, 2012 the Historic Rogers Road Task Force recommended that the County & Town Managers explore the creation of a County Sewer District for all property owners in the Historic Rogers Road Neighborhood. This concept evolved from 2012 Sewer concept presented by OWASA, with the total cost of about \$5.8 million that would serve 86 parcels, with an average cost of \$67,000 per parcel. The Task Force asked the Managers to look at water and sewer options and see what might work; what might be a better solution or was the best solution.

The planning staffs from Carrboro and Chapel Hill looked at the sewer district and identified areas that the sewer lines go through that aren't being served by the proposed sewer. Staff identified parcels that could be served by new sewer infrastructure but also considered parcels that are not served by water. Consideration for a Proposed Utility District started with the boundaries of Historic Rogers Road Neighborhood. Adjacent properties that fell into the category of either existing development that was not currently

being served or areas that could be expected to request sewer service as the property develops in the future were included in the Proposed Utility District.

Exhibit 2 Jurisdictions outlines the existing jurisdictions, Carrboro Town Limits, Chapel Hill Town Limits, Chapel Hill Joint Planning Transition Area, Carrboro Joint Planning Transition Area 2, and the Historic Rogers Road Neighborhood. The thick purple line shows the possible expanded Utility district that OWASA was asked to propose as a Utility District. The blue line identifies the Historic Rogers Road Neighborhood as defined by the Task Force.

Exhibit 2



The Proposed Utility District above is broken down between Water and Sewer Costs. The Total Cost of the proposed Utility District is outlined below:

Proposed Utility District

Total Water and Sewer Cost

Construction Cost	\$	11,226,913
Engineering , Design and Permitting 10%	\$	1,122,691
Construction Administration 5%	\$	561,346
Construction Inspection 5%	\$	561,346
20% Contingency	\$	<u>2,694,459</u>
Sub Total	\$	16,166,755
Service Availability Fees	\$	1,414,908
Meter Cost	\$	<u>26,400</u>
Total	\$	17,608,063
Cost Per Parcel (220)	\$	80,037

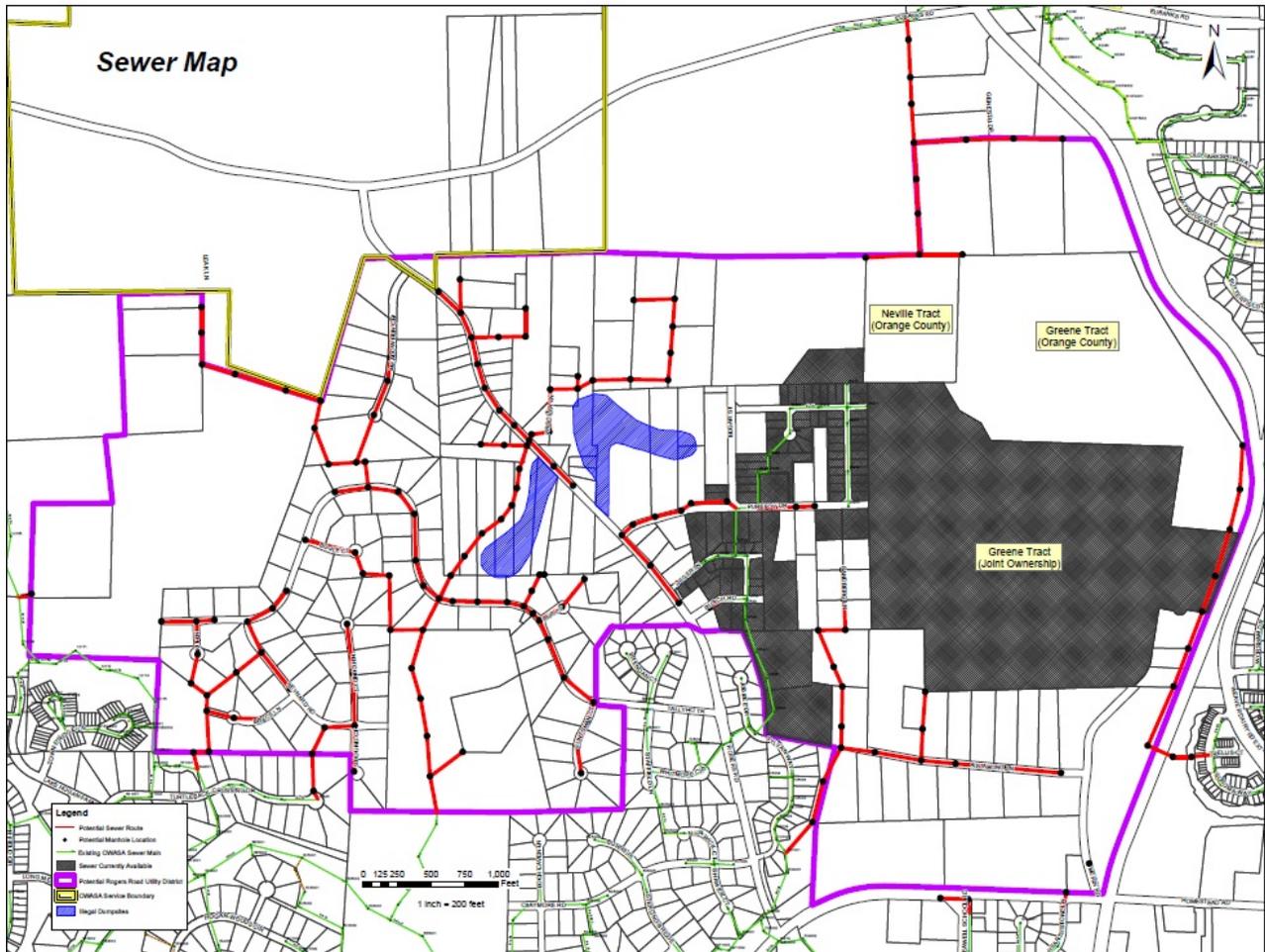
The Sewer only cost estimate is outlined below and shown on **Exhibit 3 (Sewer Map)**. Existing OWASA-owned public sewer is shown in thin green lines. The Proposed Utility District for sewer infrastructure is shown with a thick red line with black dots, representing the manholes for the new extension.

Proposed Utility District

Total Sewer Cost

Construction Cost	\$	7,441,188
Engineering , Design and Permitting 10%	\$	744,119
Construction Administration 5%	\$	372,059
Construction Inspection 5%	\$	372,059
20% Contingency	\$	<u>1,785,886</u>
Sub Total	\$	10,715,311
Service Availability Fees	\$	<u>973,500</u>
Total	\$	11,688,811
Number of parcels served 220		
Cost Per Parcel	\$	53,131

Exhibit 3



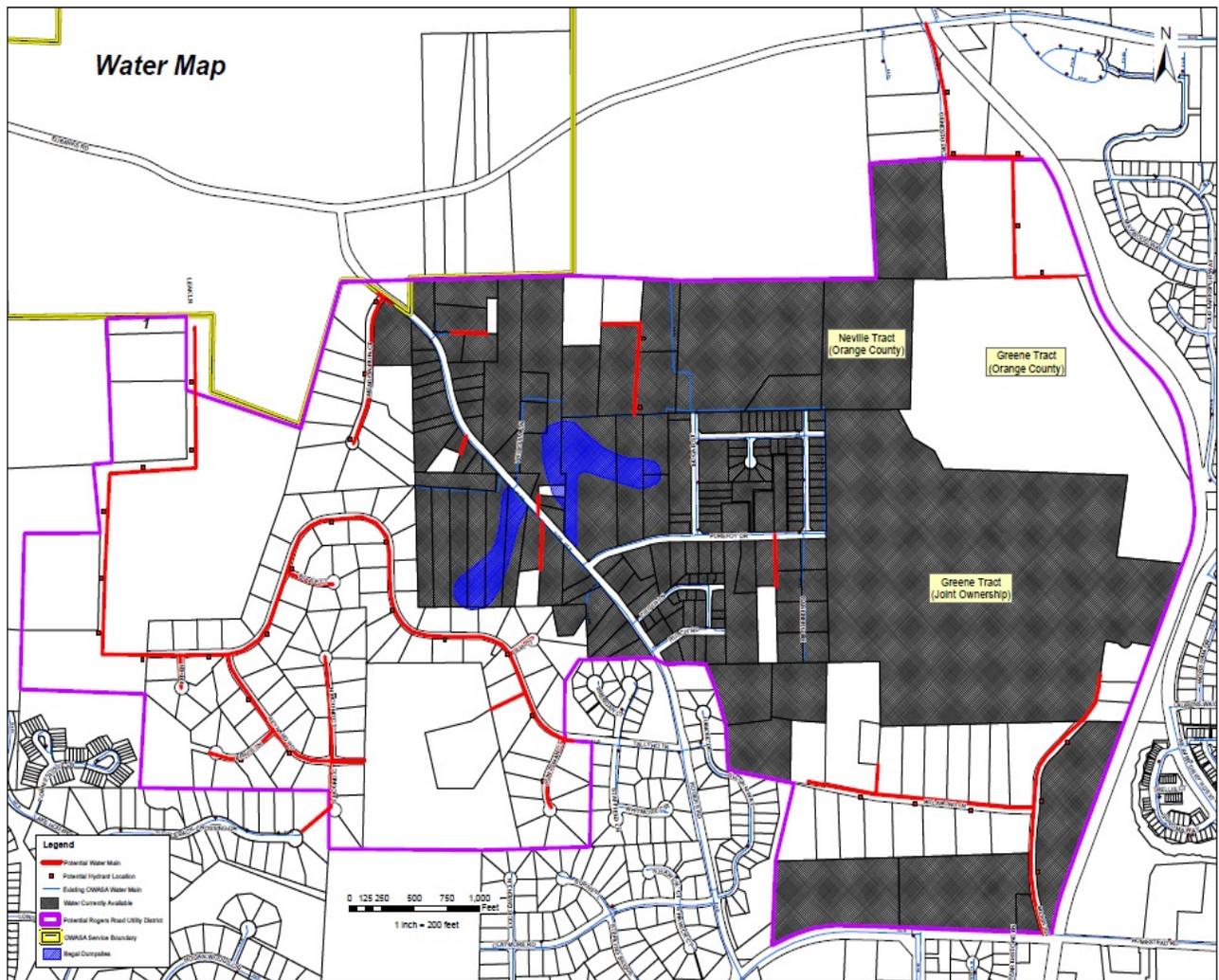
The water cost estimate is outlined below and shown on **Exhibit 4 (Water Map)**. The water map is the same as sewer, except with thin blue lines identify existing mains and the new mains are the thick red lines, with red squares as proposed fire hydrant locations.

Proposed Utility District

Total Water Cost

Construction Cost	\$ 3,835,724
Engineering , Design and Permitting 10%	\$ 383,572
Construction Administration 5%	\$ 191,786
Construction Inspection 5%	\$ 191,786
20% Contingency	<u>\$ 920,575</u>
Sub Total	\$ 5,523,443
Service Availability Fees	\$ 441,408
Meter Cost	<u>\$ 26,400</u>
Total	\$ 5,991,251
Number of parcels served 132	
Cost Per Parcel	\$ 45,388

Exhibit 4



All parcels that already have access to water and/or sewer on the maps are identified in a black crosshatch; some of these parcels are currently connected to OWASA's system and some are not.

The Proposed Utility District would extend water and sewer to all parcels within the purple boundary. The newly Proposed Utility District almost doubles the amount of sewer that would need to be installed from what was proposed in May 2012. This expanded area increased the lineal feet of sewer extension required from 3.6 miles to 6.8 miles and added 4.4 miles of water main extension. The conceptual layouts for sewer and water are based on the parcel boundaries as they are currently configured and whether or not a structure or multiple structures are currently located on a parcel was not considered.

The Proposed Utility District includes all parcels and the cost per parcel in some areas will be much greater than others. **Exhibit 5 (High Cost Areas)** identifies 5 areas where the cost of new water and/or sewer infrastructure/parcel will be the highest. If the high cost areas are removed until additional development occurs in the Proposed Utility District the initial cost of the Utility District would go from \$17.6 million to \$13.4 million. This represents a 24% decrease in the initial cost, which could be the final phase of the Utility District, and would eliminate water and/or sewer service to 22 parcels. The cost for the High Cost Areas is outlined below:

Proposed Utility District Less High Cost Areas

Total Water Cost Less High Cost Areas

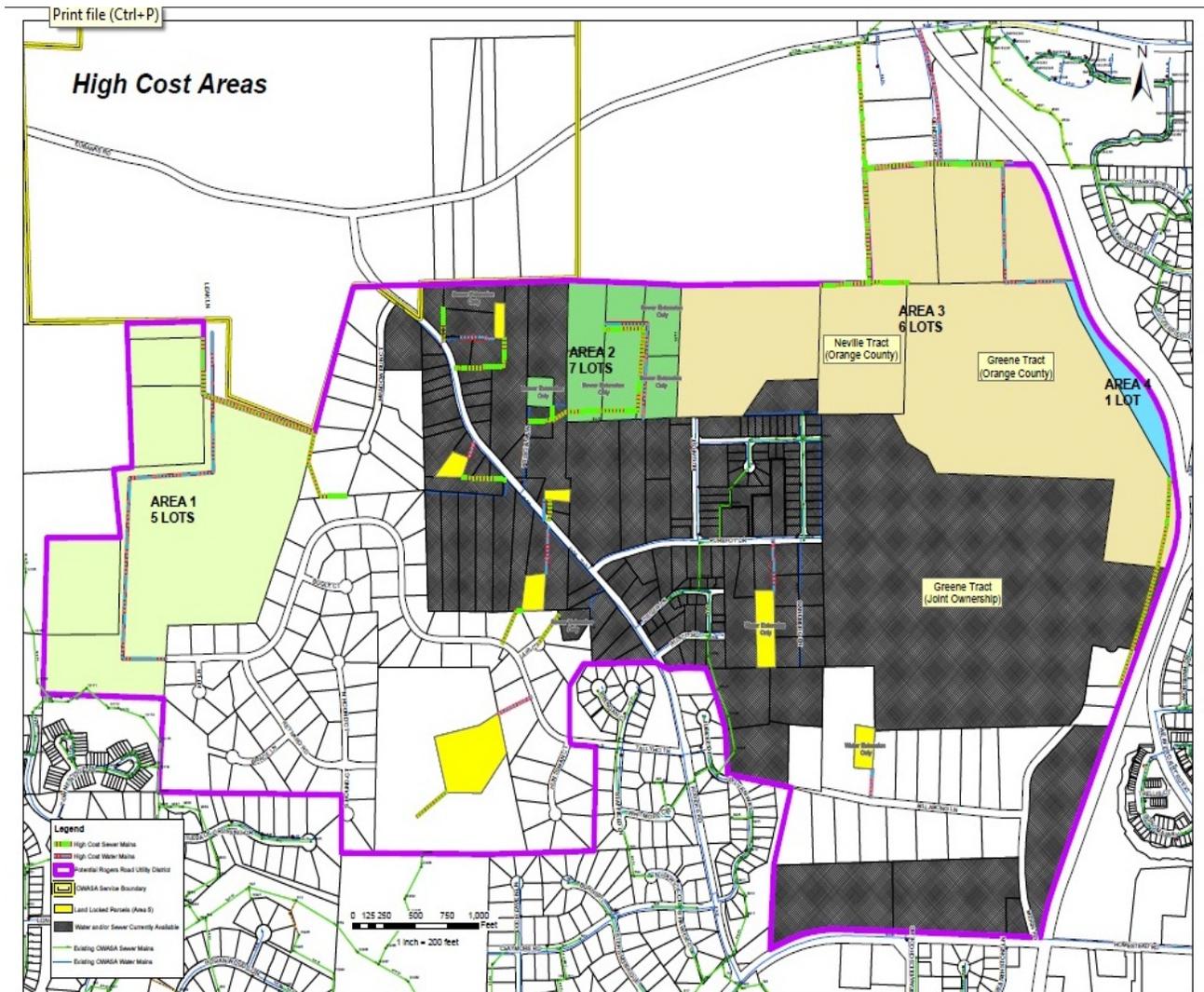
Total Overall Cost for Water	\$	5,991,251
Minus High Cost Areas for Water	\$	<u>1,826,331</u>
Total Water	\$	4,164,920

Total Sewer Cost Minus High Cost Areas

Total Overall Cost for Sewer	\$	11,688,811
Minus High Cost Areas for Sewer	\$	<u>2,465,767</u>
Total Sewer	\$	9,223,044

Total Water & Sewer Cost Minus High Cost Areas	\$	13,387,964
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Exhibit 5



The 2012 Sewer concept presented by OWASA had a total estimated cost of \$5.8 million that would serve 86 parcels, with an average cost of \$67,000 per parcel. The Proposed Utility District which evolved from the 2012 Sewer concept has an estimated total cost of \$17.6 million. With an expanded service area, the cost of sewer only is \$11.6 million. If the sewer component of the Proposed Utility District is broken out, sewer would serve 220 sewer parcels, with an average cost of \$53,131 per parcel.

OWASA estimates include extending one sewer service lateral from the main sewer line to the edge of the right-of-way, with a clean out, and extending one water service lateral, setting a meter box and meter at the edge of the right-of-way. This estimate does not consider any cost for hooking up those parcels that have sewer available to them now. If they already have sewer or water available to them, it's not included in the cost estimate. The costs associated with acquiring the easements that will be necessary before any construction work can begin are not included. However, whenever it was feasible to do so, proposed utilities are inside the right-of-way to minimize the number of easements that must be obtained.

2013 OWASA Sewer Compromise Concept:

On June 12, 2013 the Task Force was presented a Compromise Sewer Concept based on the 2012 OWASA Sewer Concept. The intent of the concept is to bring focus on the target core of the Historic Rogers Road Neighborhood considering cost, efficiency and expediency to serve this Neighborhood.

The original 2012 Sewer Concept serves the Rogers Road Neighborhood by constructing 8 different segments at a total estimated cost of \$5.8 million. ***Exhibit 1, the Historic Rogers Road Area Sewer Concept May, 2012 Map*** shows the 8 different segments and 86 parcels that would be served with this concept. Segments 5, 6, & 8 could serve 67 parcels and are the most cost effective to construct. This concept could also be constructed as the first phase of a larger Proposed Sewer District. The Compromise Concept would serve 67 of the 86 original parcels or 77.9% and cost an estimated \$3.7 million or 64.1% of the original cost estimate. This concept could serve the core of Rogers Road, but not everyone.

Homeowner Connections:

Homeowners subsidize connection:

The County and the Towns have statutory authority to pay for or subsidize connection costs for the benefit of low and moderate income persons within their territorial jurisdiction. (**Appendix D - G.S. 153A-376; 160A-456**). Pursuant to this authority a program could be established whereby grants or loans are issued to persons who meet

designated criteria to assist those persons with the cost of connecting to a water or sewer system. It remains to be determined whether each unit of local government would operate its own program or whether a joint program would be established. A method to fund individual homeowner connections to water and/or sewer infrastructure is to create a community development fund, set up for the benefit of low-moderate income individual.

If a utility district is created, one of the benefits is that the availability of community development funds could be limited to property owners within the district. The District could not distinguish between or have differential sliding scales based on how long a resident has lived in the Rogers Road Neighborhood. After establishing a policy that makes funds available for individuals to connect to water and/or sewer utilities, for low-to-moderate income homeowners, individuals could apply for grants and/or loans to pay for utility connection charges. No one would be forced to connect to the system, but in any case the qualifying criteria would not be limited to residents of the District.

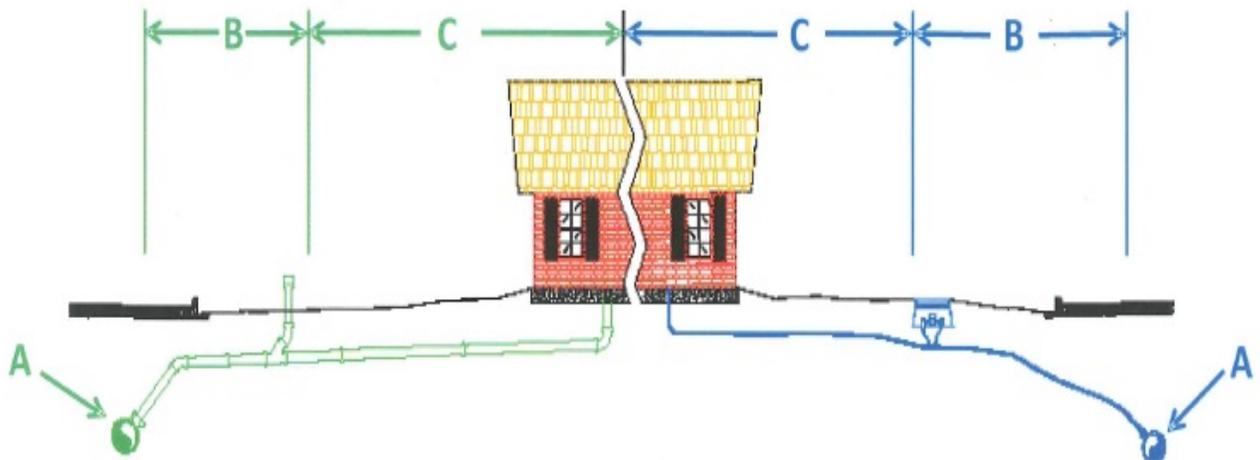
Connection cost:

The Proposed Utility District has not yet been formed and a fees structure has not yet been considered. The current OWASA fee structure could be used as an example of the fees a new Utility District customer would be expected to pay. A new sewer customer will be expected to pay for a sewer service lateral, a clean out and service availability fee; a water customer will be expected to pay for a water service lateral, meter box, meter, and service availability fee. The estimates are based on a 2,500 sq. ft. house, pumping out and abandoning a septic tank, a private lateral 150' long, and no internal plumbing modifications.

Exhibit 6 (Historic Rogers Road Area Estimate Schematic) provides a detail breakdown of what an individual home owner could expect to pay to connect to both OWASA water and sewer. In this example, the fees paid to OWASA would be \$11,495 and the estimated cost of a private plumber is \$10,850.

Exhibit 6

Historic Rogers Road Area Cost Estimate Schematic



SEWER COST ESTIMATE PER LOT

Item	Cost
A - Sewer Main Extension	\$TBD
B - Sewer Service Lateral, Clean out and Service Availability Fee*	\$6,925
C - Private Plumbing	\$7,250
Total:	\$TBD

Private Plumbing Assumptions:

- All materials and workmanship per plumbing code
- Cleanout installed at edge of Right of Way
- Septic Tank pumped out and abandoned
- Home can be served by gravity (no sump or pump)
- Private lateral is 150' long
- No internal plumbing modifications required
- Assumes trenching will not require disturbance of sidewalk, driveway or landscaping

* Service Availability Fee charge assumes 2,500 ft² home

WATER COST ESTIMATE PER LOT

Item	Cost
A - Water Main Extension	\$TBD
B - Water Service Lateral, Meter Box, Meter and Service Availability Fee*	\$4,570
C - Private Plumbing	\$3,600
Total:	\$TBD

Private Plumbing Assumptions:

- All materials and workmanship per plumbing code
- Meter box and meter installed at edge of Right of Way
- Well disconnected from home plumbing, not abandoned
- Private lateral is 150' long
- Includes Pressure Reducing Valve installation, but no other internal plumbing modifications
- Assumes trenching will not require disturbance of sidewalk, driveway or landscaping

* Service Availability Fee charge assumes 2,500 ft² home

COMMUNITY CENTER:

On April 9, 2013 the Board of County Commissioners was presented the schematic design of the Rogers Road Community Center and authorized the manager to award the bid for construction in an amount not to exceed \$650,000. The project was bid in August, 2013. The Town of Chapel Hill has expedited the site plan review, permitting and other associated processes for the project as well as waived all associated Town fees related to those processes, normally estimated to be \$25,000.

A Lease Agreement (**Appendix E**) between the County and Habitat for Humanity to lease two lots in the Phoenix Place Subdivision for an initial term of 20 years has been approved. **Appendix F**, an Operating Agreement between Orange County and the Rogers Eubanks Neighborhood Association (RENA) has been drafted and is scheduled to be presented to the Board on September 17, 2013. The agreement contracts with RENA to provide programs and activities that take place at the Community Center, and that all such programs and activities shall be open to the general public.

The County Attorney will be drafting a Memorandum of Understanding between the County and Towns to outline a capital contribution from the Towns for the construction of the Rogers Road Community Center not to exceed \$650,000. The MOU will also provide that the County will be ultimately responsible for the cost of operating and maintaining the Community Center and that the financial participation by Carrboro and Chapel Hill will be limited to the capital contributions identified below.

Costs sharing percentages are the same as identified in the 1972 Landfill Agreement, 43% for Orange County, 43% for the Town of Chapel Hill, and 14% for the Town of Carrboro. The County will construct the Community Center and reimbursement from the Towns could begin in Fiscal 2013/2014.

Budget for the Community Center:		\$650,000
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Shared Costs:

Orange County	43%	\$279,500
Town of Chapel Hill	43%	\$279,500
Town of Carrboro	14%	\$ 91,000

**GENTRIFICATION, CHAPEL HILL'S SMALL AREA PLAN,
AND THE GREENE TRACT:**

The Task Force highlights part of the charge to the reappointed Task Force (5 Feb 2013) – “To have the Task Force consider options to address gentrification”, indicating that it has not been adequately discussed by the Task Force, nor have options been identified to address this concern, yet it remains a critical issue. Therefore, the Task Force requests that the staffs from each jurisdiction continue to work together with RENA and the other partners identified in Manager’s February 25, 2013 memo to Elected Officials (Self-Help, Jackson Center, OWASA, Chapel Hill-Carrboro City Schools), to identify challenges and craft an action plan which addresses the issue of gentrification and allied concerns. And that the progress reports/recommendations be submitted and discussed at all future Assembly of Government meetings until sufficiently resolved.

On April 17, 2013 the Managers and Attorneys presented recommendation from their meeting on April 11, 2013, Appendix G.

The County & Town Managers, and Attorneys support the concept of a multijurisdictional Development Agreement that will address utilities, gentrification and the Greene Tract for the Historic Rogers Road Neighborhood, Including:

- The concept of an expanded geographic region for a Utility District to promote water and sewer for the Rogers Road Neighborhood
- That the County would be the unit of government to create, finance, and operate a County Utility District for a geographic region that would include the Historic Rogers Road Neighborhood parcels that are not currently served by a municipal water & sewer system.
- The concept of the joint development of the Greene Tract for affordable housing, schools, and open space should be an integral part of a development plan for the Rogers Road Neighborhood.

Appendix A

MEMORANDUM

Memorandum to: Carrboro Mayor and Board of Aldermen

From: Mike Brough

Subject: Rogers Road Proposals

Date: November 7, 2012

County Attorney John Roberts, Chapel Hill Attorney Ralph Karpinos, and I met November 6th to discuss the managers' October 16, 2012 recommendations for constructing a Community Center to serve the Rogers Road area and to extend sewer lines into this area. We also discussed Mark Dorosin's October 23, 2012 letter recommending that, not only should sewer lines be extended into this areas, but that homes should be connected to the sewer lines at public expense. We agreed on the conclusions set forth below in paragraphs 1-5. The thoughts set forth in paragraph 6 did not occur to me until after our meeting, and therefore have not been endorsed by the other attorneys.:

1. Statutory authority exists for the towns and the county to cooperate in operating and funding a community center located in the Rogers Road area, and there are a number of ways in which this could be accomplished. However, as we understand it, the current proposal is that the county and/or the towns would pay Habitat \$500,000 to construct the facility, on land provided by Habitat, and then Habitat would lease the center to RENA, who would operate it, presumably in accordance with RENA Neighborhood Center Business Plan (Attachment B to the Agenda Item). The attorneys do not believe it is legally permissible for the county or the towns to expend public funds to fund the construction of a building on land the county does not own, under circumstances where the building would then be leased to a private organization that would use the facility to run programs of its choosing. The county could, of course, construct a community center on land it owned or leased, but it would have to put the project out for bids in accordance with applicable statutes. The operation of a community center would require annual appropriations. The county could provide staffing through its own employees or it could contract with an organization such as RENA to run programs, but these would have to be open to the general public. In short, there are many options for legally accomplishing the objective of providing a community center that would benefit the residents of Rogers Road, but the current proposal is not one of them.

2. Orange County, Carrboro, and Chapel Hill, as owners of the Greene Tract, and the County, as owner of other property used for solid waste disposal, could petition Chapel Hill to annex any properties owned by these governmental entities within the portion of the Rogers Road area that is located in Chapel Hill's ETJ or Joint Planning Area, and Chapel Hill could do so (subject to the possible exception that, if the area to be annexed was not contiguous to the existing town limits, than no lots within a subdivision could be annexed unless the entire subdivision was annexed). However, this would enable Chapel Hill to extend sewer lines only to those areas so annexed.

3. The \$900,000 that Chapel Hill, Carrboro, and Orange County agreed to pay to the Landfill Fund for the 100+ acres of the Greene Tract that were not conveyed to Orange County cannot be used to pay for either the construction of a community center or the extension of sewer lines to the Rogers Road area. The Greene Tract was acquired using landfill funds, and the \$900,000 is being paid back to this enterprise fund. Such funds can only be expended to cover the costs associated with the operation and maintenance of the landfill.

4. Proceeds from the sale of the 100+ acre portion of the Greene Tract now owned jointly by OC, CB, and CH can be used in the same manner as other unrestricted general funds. Thus, Carrboro could use these funds to extend sewer lines to unserved areas within Carrboro's corporate limits.

5. The towns and the county could appropriate funds to subsidize the cost of actually connecting homes to a sewer line, once that line has been constructed. In order to be able to point to specific statutory authority to provide such subsidies, it would be preferable to limit the availability of such subsidies to low and moderate income property owners. The attorneys do not recommend that the contractor engaged by the county and/or the towns to extend the lines be directed to construct lines connecting individual properties to the public lines because this work involves actually getting into the plumbing systems within individual homes and poses significant risks of unexpected complications and claims of damages.

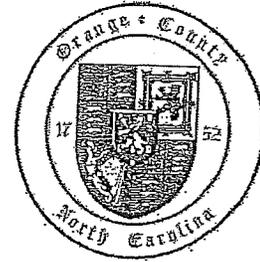
6. The managers propose that a "County Sewer District" be created for the Rogers Road area as well as adjoining areas that do not have sewer, and that the district use the special assessment process to recoup some of the costs of extending sewer service to these areas. Presumably, the proposal is referring to a County Water and Sewer District created pursuant to Article 6 of G.S. Chapter 162A. Such a district would be a legally separate municipal corporation, but the governing body of the district would be the Orange County Board of Commissioners. Such a district could issue its own bonds to raise the capital to cover the cost of extending the lines. Assessments could be based on various criteria listed in G.S. 153A-186, including "the area of land served...at an equal rate per unit of area," which would mean that properties with greater development or redevelopment potential would pay more than smaller properties, but the statute does not provide a way to exempt from the assessments specific properties based on criteria not listed in the statute. Thus, if the objective is to extend sewer lines at little or no cost to the longstanding owners of properties in the Rogers Road area, but to recapture some of the cost of extending the lines when properties in this area are developed or redeveloped, the special assessment process appears to be a useful tool.

An alternative might be to establish the District and have the District issue its bonds to raise the cost of extending the lines. Carrboro could contract with the District to pay for the cost of extending the lines to serve properties that are within the town. The District would contract with OWASA to operate and maintain the lines and to bill the customers in the same manner as other OWASA customers. (An amendment to the WSMPPBA would probably be needed). Then the District could establish a fee -- call it a service line extension fee -- that would be designed to recoup some of the costs incurred by the District in extending the lines. (OWASA has an "availability fee" that is designed to recoup the cost of the treatment plant and major outfalls, but

this fee does not cover the service lines because those are typically installed at the developer's expense). This fee would be paid at the same time as OWASA's availability fee – when a connection is made. The District's policy could provide that the service line extension fee would be waived for the first connection made to any property existing as of a specified date.

Office of the County
Attorney

ORANGE COUNTY
P.O. BOX 8181
200 S. CAMERON STREET
HILLSBOROUGH, NC 27278



To: Bernadette Pelissier, Chair
Pam Hemminger, Vice Chair
Valerie Foushee
Alice M. Gordon
Barry Jacobs
Earl McKee
Steve Yuhasz

CC: Frank Clifton, County Manager
Donna Baker, Clerk to the Board

From: John Roberts

Date: November 12, 2012

Re: Rogers Road Area Improvement Funding

I met with the attorneys for Chapel Hill and Carrboro on November 6th to discuss various proposals to extend sanitary sewer lines into, and the construction of a community center in, the Rogers Road area (the "Neighborhood"). I will address the various proposals separately.

USE OF THE \$900,000 LANDFILL RESERVES TO FUND SEWER LINE EXTENSION

By law enterprise fund dollars cannot be used for purposes other than the direct and indirect costs of operating and maintaining the landfill. It is highly unlikely landfill operations could be tied to septic system failures in the Neighborhood. It is my understanding the \$900,000 was generated through tipping fees rather than reimbursable contributions. Assuming that is the case the \$900,000 is a part of the enterprise fund and may not be used for non-landfill operations related purposes. For these reasons the Town attorneys and I are in agreement the \$900,000 cannot be used for the extension of sewer lines.

CONTRIBUTIONS TO SEWER EXTENSION COSTS BY THE TOWNS OF CARRBORO AND CHAPEL HILL

The primary issue for contributions by the Towns to sewer line extension appears to be the limitation of Town expenditures to their own jurisdictions. Both Town attorneys agreed that in order for the Towns to fund some portion of the cost of sewer line extensions the sections of sewer lines funded must be within the Town limits. For this reason annexation of some areas may be necessary. An additional issue is the requirement that if a part of a planned subdivision is to be annexed the entire subdivision must be annexed. Because annexation is not a county issue I will rely on the Town attorneys to further explain other restrictions related to annexation.

Once annexation concerns are addressed one source of funds for these extensions could be proceeds from a sale of the Greene tract. Should the decision be made to sell this property proceeds could be used for any statutorily authorized purpose.

SUBSIDIZING THE COST OF CONNECTING HOMES TO EXTENDED SEWER LINES

The Town attorneys and I are in agreement that the County and Towns have limited statutory authority to pay for or subsidize connection costs. Additionally, without adequate upgrades connecting older home plumbing systems to modern water and sewer systems could result in internal damage to the connected structure. This represents a substantial exposure of liability to the County and Towns. For that reason the Town attorneys and I are in agreement that direct connections to the system should not be provided by the County or Towns.

NCGS 153A-376 authorizes counties to engage in health and welfare programs for the benefit of low and moderate income persons. Pursuant to this authority a program could be established whereby grants or loans are issued to persons who meet designated criteria to assist those persons with paying the costs of connecting to a water or sewer system. The qualifying criteria would apply county-wide and could not be limited to residents of the Neighborhood. So if an individual with access to a sewer line in Efland or Mebane met the criteria they also could participate in the program. A program of this nature would not work to connect every home to a sewer system but it would be legally defensible.

CONSTRUCTION AND OPERATIONS OF A NEIGHBORHOOD COMMUNITY CENTER

The current proposal appears to be that the County and/or Towns pay Habitat for Humanity ("Habitat") approximately \$650,000 to construct a community center ("Center") in the Neighborhood that, once constructed, Habitat would contract with the Rogers Eubanks Neighborhood Association to operate, and the County would help fund through some master lease agreement. The Town attorneys and I concur that this method of funding the Center is not legally defensible.

One method the Town attorneys and I are in agreement on is for Habitat to donate the land for the Center or lease the land to the County, the County could then, through the bidding process, bid out construction of the facility and enter into various agreements for the operation of the Center. We also agree there may be several other options for getting the Center constructed and operating.

Another method that occurred to me after my meeting with the other attorneys is the possibility of a community development grant or loan. Just as with the sewer connection program discussed above through NCGS 153A-376 counties have authority to issue grants and loans. Those grants and loans may be made for the restoration or preservation of older neighborhoods. Counties may contract with corporations for carrying out this restoration or preservation of older neighborhoods and such contracts may be for the purpose of providing recreation facilities. As it relates to the construction of the facility I believe the NC bidding statutes would still apply. Should this option be given consideration additional research would be needed to fully determine the process whereby it is accomplished.

Regardless of the manner in which the Center is funded it must be open to the general public.

Appendix B**Historic Rogers Road Neighborhood Task Force Report
December 6, 2012****Prepared by the Historic Rogers Road Neighborhood Task Force**

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APPENDICES

- A. Report of the Rogers-Eubanks Area Survey Well and Septic System Assessment
- B. Hogan-Rogers House Preservation Project
- C. Habitat for Humanity Letter Dated May 14, 2012

INTRODUCTION

In 1972, the north side of Eubanks Road became the site of a solid waste landfill operated by the Town of Chapel Hill. Orange County assumed operational control of the landfill as the result of an August 17, 1999 agreement between the Towns (Chapel Hill, Carrboro, and Hillsborough) and the County. The Historic Rogers Road Community has lived with this landfill for 40 years. Over many years, residents representing the Rogers Road area have voiced concerns about various operational elements associated with the landfill and the impact on the Rogers Road Neighborhood. The Neighborhood is geographically split by the Orange County and Carrboro. Orange County, as the current owner of the landfill, is taking the lead to make remediation improvement to the Historic Rogers Road Community.

A number of local government initiatives have been implemented to improve the quality of life in the Rogers Road Community and they are as follows:

1. The Solid Waste Fund paid \$650,000 to extend public water service by the Orange Water and Sewer Authority (OWASA) to the Rogers Road area.
2. Solid Waste installed gas flares to reduce odors.
3. The Town of Chapel Hill initiated bus service on Rogers Road.
4. Orange County initiated a no-fault well policy to deal with failing drinking water wells remaining in the adjoining neighborhoods.
5. Orange County approved the appropriation of \$750,000 from the Solid Waste Fund Balance to establish a Rogers Road Remediation Reserve Fund.
6. On July 1, 2011 Orange County established a \$5.00 tipping fee surcharge and a plan to incrementally increase the tipping fee each fiscal year by a minimum \$2 per ton as long as the landfill is operational to fund the Rogers Road Remediation Reserve Fund.
7. A partnership with Orange County and the University of North Carolina created a Landfill Gas to Energy Project that commenced operation on January 6, 2012 and will have an immediate and noticeable impact on the odor created by the operation of the landfill. The project will further provide a long-term renewable energy source to UNC, reducing dependence on increasingly expensive fossil fuels, and reduce carbon emissions.
8. On October 4, 2011 the Orange County Board of County Commissioners authorized staff to proceed with a "one-time" effort to clean-up illegal dump sites within three-fourths of one mile of the landfill boundary, at no cost to the individual property owners.

At the January 26, 2012 Assembly of Governments meeting, the Orange County Board of Commissioners and the Town Boards discussed the extension of sewer service and a community center for the Rogers Road Community. County and Town Attorneys have concluded that use of Solid Waste reserves to extend sewer service to the Rogers Road Community is not consistent with North Carolina General Statutes and would subject the local governments to legal challenges. As such, a community center does not have a relationship to Solid Waste and could not be funded from Solid Waste reserves.

Therefore, funding for either the extension of sewer services and/or a community center will have to come from the County's and Towns' other general revenue sources. There was also significant discussion on January 26 regarding the creation of a task force to address the issues.

On February 21, 2012 the Orange County Board of Commissioners authorized the creation of a new Historic Rogers Road Task Force to address sewer service and a community center. The composition of the Task Force was to include two members appointed by each Town (Chapel Hill and Carrboro); two members appointed from the County; and two members appointed from Rogers Eubanks Neighborhood Association (RENA).

Appointed Task Force Members:

David Caldwell:	RENA
Robert Campbell:	RENA
Valerie Foushee:	Orange County
Pam Hemminger:	Orange County
Michelle Johnson:	Carrboro
Sammy Slade:	Carrboro
Penny Rich:	Chapel Hill
James Ward:	Chapel Hill

Charge of the Historic Rogers Road Neighborhood Task Force:

The Charge for the Historic Rogers Road Neighborhood Task Force is to investigate and make recommendations to the Board of County Commissioners, the Chapel Hill Town Council and the Carrboro Board of Aldermen for neighborhood improvements including funding sources and the financial impact to the County & Towns, for the following:

1. Sewer Service to the Historic Rogers Road Neighborhood as defined by the previously approved public water connections in the area.
2. A Neighborhood Community Center.

The Task force is also directed to:

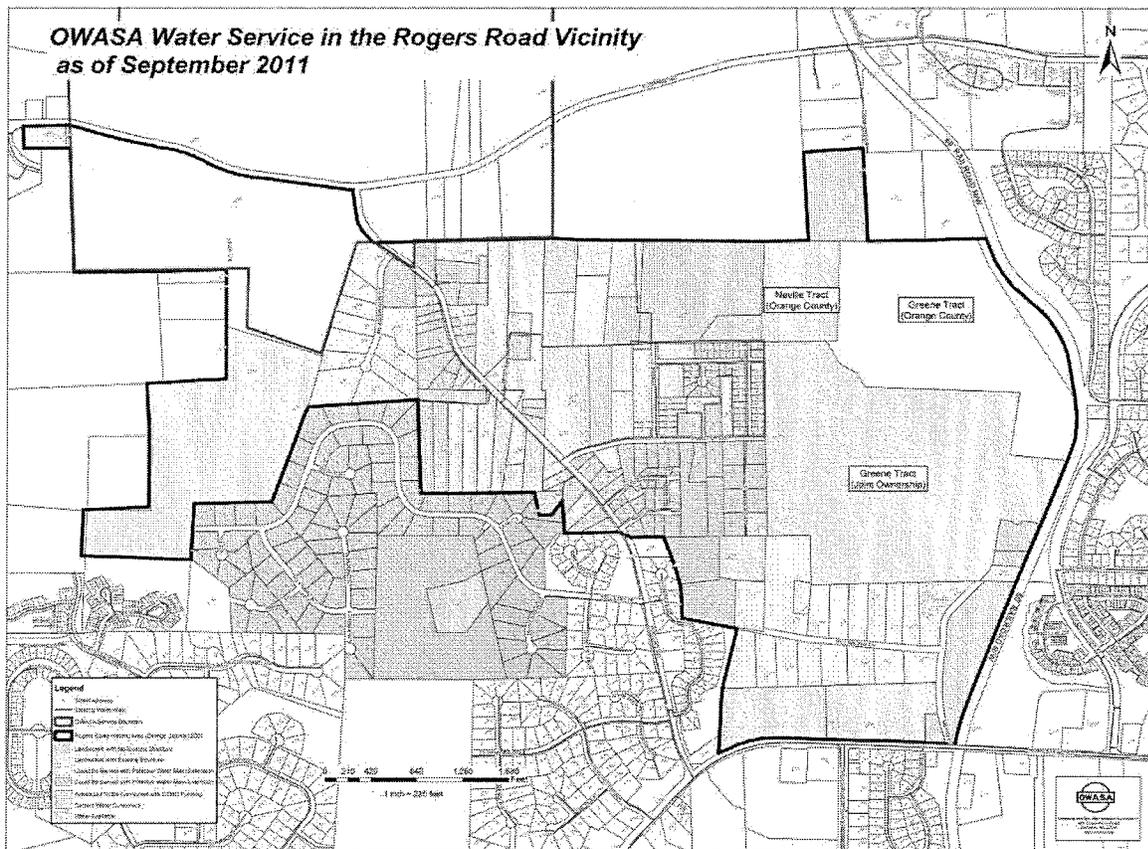
- a. Submit an Interim Report back to the County and the Towns by the end of August, 2012 and;
- b. Submit a Final Report to the Assembly of Governments on December 6, 2012.

Approved by the Board of County Commissioners on February 21, 2012

Boundaries of the Historic Rogers Road Neighborhood:

For the purposes of the Historic Rogers Road Neighborhood Task Force, the Neighborhood will be defined as the area identified by the September, 2011 map identifying available water service and approved for water service improvements by the Orange County Board of Commissioners on October 4, 2011. **See below, Exhibit 1, OWASA Water Service in Rogers Road Vicinity as of September, 2011 Map.**

Exhibit 1



SEWER SERVICE

The first task of the Historic Rogers Road Neighborhood Task Force is to investigate the possibility of providing sewer service to the Historic Rogers Road Neighborhood as defined by the previously approved public water connections in the area.

Assessment of Septic System Service in the Rogers Road Neighborhood:

The County completed a survey of the Rogers Road Neighborhood in February, 2010. **See Appendix A.** The Orange County Health Department, along with RENA, the UNC School of Public Health, and Engineers Without Borders, participated in a survey of

wells and septic systems. There were forty-five (45) septic systems included in the survey, and twelve (12) were failing at that time. Of the twelve malfunctioning septic systems, seven (7) were further classified as maintenance-related failures, while five (5) were found to be end-of-life failures. Further investigation revealed that for the five end-of-life failures, there was no suitable soil for an on-site repair.

The Environmental Health Division of the Health Department revisited the five properties and discovered that two of the properties are vacant, two are seasonal failures, and one has had patchwork done on it, but not a long-term solution. All of the five septic systems identified would benefit from the installation of a public sewer system.

In 2011, Orange County received \$75,000 in Community Development Block Grant (CDBG) funds for the infrastructure hookups in the Rogers Road Neighborhood. In order to receive connection, the homes had to be close enough to an existing water and/or sewer line so that no extension of service lines would be required for connection. Additionally, homeowners had to meet certain income eligibility requirements. There have been five homes connected to Orange Water and Sewer Authority (OWASA) sewer as a result of this grant.

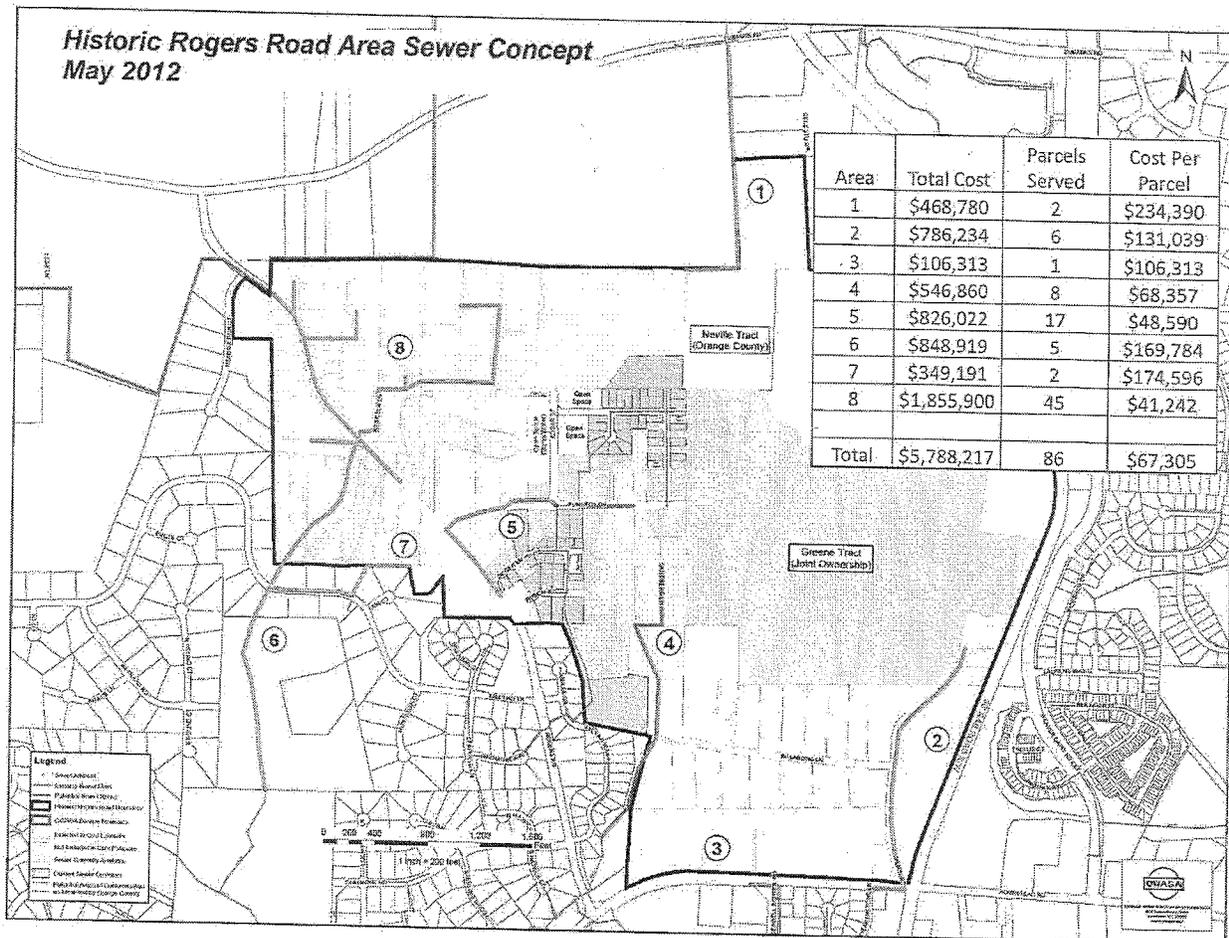
OWASA Sewer Concept Plan:

OWASA is the water & sewer utility for the area and as such, it investigated the concept of providing sewer service as part of the Town of Chapel Hill's Rogers Road Small Area Plan. On February 8, 2011 OWASA provided an updated concept plan and cost estimate, for the Rogers Road Small Area Plan Study Area for \$3.4 million. This early concept plan was completed based on the Chapel Hill Small Area Plan which is a geographically different area than the Historic Rogers Road Neighborhood sewer concept. There is also some difference in routing some of the main outfalls. In the current estimate, OWASA needed to avoid the area of contamination coming out from the Carrboro section that required more line with deeper excavation. Most importantly, in the earlier estimates neither the availabilities fees were included nor cost of extending a lateral from the main line to the properties.

OWASA provided a concept plan, layout, and cost estimate for providing sewer service to the area that was delineated by the Rogers Road Neighborhood Task Force at the April 30, 2012 meeting. The concept plan is the most efficient way to serve the defined Rogers Road Neighborhood and does not consider adjoining neighborhoods. **See below, Exhibit 2, the Historic Rogers Road Area Sewer Concept May, 2012 Map.** All the green areas show where sewer service is already available. The dark green areas are parcels that have connected to the OWASA service. The light green areas

have not connected. The 86 parcels in yellow are the properties that would be served by the conceptual sewer layout. The concept map also breaks down the sewer service into 8 sub-areas with the number of parcels served and cost per parcel. The 8 red lines represent the possible sub-areas of the sewer infrastructure that could be considered, if the entire concept project is not feasible. The sewer infrastructure routing was estimated based on the topography taken from maps rather than from any field work. In order to get to a greater level of detail or certainty on the cost, some field work would be required. There are two brown areas on the map that the County has identified as some subsurface disposal or some suspected contamination. Without any further investigation, the sewer line has been routed no closer than 100 feet of that margin.

Exhibit 2



for possible rock. The topography of the neighborhood is complex and the land falls in several different directions. This concept plan does not include the costs of any property acquisitions or easement acquisitions. The availability hookup charge for each of the parcels is based on an assumed average house size of 2,500 square feet. When a customer connects to the OWASA water and sewer system, there is a one-time fee that is estimated to be \$4,300 per parcel for the concept plan.

Cost estimate Summary:

Engineering , Design and Permitting	376,350
Construction Cost	3,763,506
Construction Administration	188,175
Construction Inspection	188,175
20% Contingency	903,241
Sub Total	5,419,447
Service Availability Fees	368,768
Total	5,788,215

The concept does not include the cost to actually connect individual homes to the sewer system. Those costs will vary depending on the configuration of the lot and the distance from the house to the main sewer line. Those costs are typically the costs of the homeowner and are estimated to be about \$20/foot. The connections to an individual house would be provided by a private plumbing contractor.

Grant Opportunities for Sewer Infrastructure:

The Task Force explored several grant opportunities to fund the sewer improvement for the Rogers Road Neighborhood. The Task Force was furnished a list of possible grant opportunities from RENA including the following:

- Community Development Block Grants
- Department of Health and Human Services
- Department of Housing and Urban Development
- Environmental Protection Agency
- Federal Highway Funds
- Clean Water Trust Fund
- Bernard Allen Fund

These are mostly federal grant opportunities which are administered through the State. After reviewing all of the grant opportunities the Task Force was able to identify only two possible grants to fund sewer infrastructure, a Community Development Block Grant or a Clean Water Trust Fund Grant.

Community Development Block Grant

Orange County has to access Community Development Block Grant (CDBG) dollars through the State of North Carolina. That is a competitive process. Within the CDBG grant program, there is a category known as "Infrastructure Program". In that category, funding is available up to \$1 million to communities that have infrastructure needs. The operative word is "need". To access those funds, because they are competitive, any application will have to be able to demonstrate need. Another issue is that the State has focused on water projects, which it considers to be a priority over sewer. Where it does fund sewer projects there has to be a demonstrated need for connection to a public sewer system. Someone would have to document that need in the community. The State primarily looks to the local environmental health department to make that assessment. When talking about sewer projects, normally there is some documentation of a major problem such as with failing septic systems.

To qualify to compete for CDBG funds, a letter of interest will be due in early February 2013. The letter must include the engineering report and project documentation defining the needs of the community. That letter, along with a list of committed local government funding sources to complete the project, are necessary before submitting the CDBG application. The amount of local government matching funds required varies from county to county. The CDBG process evaluates the local government's perceived

ability to pay. A low-wealth county would have a lower ability to pay versus what the state perceives to be a high-wealth county. The county's employment rate and the per capita income are important components in a highly competitive grant process. However, early information from CDBG for the coming grant year is that individual grants of up to \$750,000 dollars may be available.

Last year, Orange County applied for and received funds for individual residential hookups in the Rogers Road Neighborhood (\$75,000). Since that time, some water and sewer connections were completed, but the County was able to do that only because water and sewer infrastructure was already in place. There were a few houses in the community that were adjacent to existing water or sewer lines that were connected, and the occupants were low-income. (They had an income of less than 50% of area median income). It will be difficult for Orange County to compete for these resources; resources will depend on the completion in any given year and the pool of funding available funds. All other things equal, Orange County would have difficulty competing with other areas because the County is considered a wealthy county and is not economically distressed.

To qualify today, the families or individuals that live in this area have to meet an income standard which is 50% of the median family income. (For example: the median annual income for a family of four is around \$64,000, so to qualify a family in this area would have to have an annual income of no more than \$32,000). The County has basically funded most of the individuals that meet that standard, and have already connected them to water and sewer. Finding additional property owners that meet that income cutoff would be difficult. There are not that many home owners in the Rogers Road Neighborhood that are going to meet that income qualification.

The Task Force is looking at a total project cost of \$5.8 million. A CDBG could cover roughly twelve percent of the total estimated costs. The CDBG of \$750,000 will require 5% matching funds of \$37,500. In the community development criteria, the areas that CDBG's are willing to fund are water first and sewer second. A CDBG is much more inclined to fund a collaborative effort between units of local government, such as this project. This collaboration would have a higher priority than any one government acting independently. There are some pre-grant application costs that would be incurred on the front end of the process. The Task Force is searching for local funding of \$5 million even if the project could qualify for a CDBG.

Clean Water Trust Fund Grant:

The North Carolina General Assembly has expressed an interest in funding more water and sewer projects, and has designated \$17 million for infrastructure projects. The maximum grant amount per project is \$750,000. There will likely be some consideration to raising that limit for future years because most projects cost a million dollars or more, although this year it remains at \$750,000. The priorities will be for projects that have the severest need. The State looks at percent of low/moderate income benefit in a project area; with the minimum benefit being 70%. At least 70% of the residents in any designated area must be low or moderate income. The residents living in the Rogers Road Neighborhood that need public sewer service will not likely meet the income requirements to qualify for this grant.

Dedicated Federal Funding:

Congressman David Price's office has been contacted about a possible Economic Development Incentive (EDI) grant or a Stag Grant. Orange County utilized such a grant for the Efland sewer project. Several years ago, the County was eligible to apply for \$500,000 dollars or more through that type of process. At this time, however, the rules have changed and EDI grants are not allowing for infrastructure projects. These grants can no longer be earmarked for a specific project, which was done for the Efland sewer project.

NEIGHBORHOOD COMMUNITY CENTER:

The second task of the Historic Rogers Road Neighborhood Task Force is to investigate the possibility of providing a Neighborhood Community Center to the Historic Rogers Road Neighborhood.

Hogan-Rogers House:

The Preservation Society of Chapel Hill compiled a report telling the story of the historic Hogan-Rogers House as a potential Neighborhood Community Center for the Historic Rogers Road Neighborhood.

The St. Paul A.M.E. Church has purchased the Hogan-Rogers House and property surrounding it in order to build a new church complex on the site. Plans call for demolition of this historic house in late 2012. The Preservation Society began working with the Rogers-Eubanks Neighborhood Association, St. Paul Church, and Habitat for Humanity to relocate and restore this home that holds over 170 years of history for Chapel Hill's white and black community. Currently, the house is listed on the North Carolina State Historic Preservation survey conducted in 1999. Habitat for Humanity has graciously donated two lots to relocate the home, but funding for the home's

relocation and restoration is dependent on funds allocated to the Rogers Road Neighborhood as part of the overall remediation plan.

Blake Moving Company, Inc. presented an estimate of \$740,499 to relocate the Hogan-Rogers home to Purefoy Drive. Habitat has determined that the first two lots in the Phoenix Place subdivision, which are at the corner of Purefoy Drive and Edgar Street, would be the best site for the relocation of the structure. Blake presented examples of historical structures that the company has successfully moved.

Blake's assessment of the historic home is that the structure is sound, some repairs need to be made after it is moved, and there will not be any issues with the relocation of the home. An architect/engineer will have to be engaged to design the foundation of the relocated structure and remodeling of the interior of the home.

St. Paul A.M.E. Church is completing the permitting and compliance phase of the project and anticipates getting through that process by late fall. The Church will go through the bidding process to select a site work contractor probably in late August/early September. The site work would start the latter part of the year depending on the weather. The phasing for building and construction for the buildings will not start until the first of the next year.

The Church will work with the Rogers Road Neighborhood to relocate the Hogan-Rogers House. Gloria Shealy, Project Manager has requested a timeline to relocate to the adjacent site. Because the Church is anxious to begin construction as soon as possible, time is of the essence to relocate the Hogan-Rogers House.

Construction of a New Facility:

If it is not feasible or practicable to move and restore the Hogan-Rogers House, the Historic Rogers Road Neighborhood Task Force is investigating the possibility of constructing a new Community Center on the two lots donated by Habitat for Humanity. Habitat will support the construction of a new facility if the facility is used as a center for neighborhood programs and activities. The donated site could support a facility of up to 4,000 Sq. Ft. with an estimated construction budget of \$750,000. Habitat's support for the community center will be contingent on a commitment of funding allocated to the Rogers Road Neighborhood to complete the project.

A proposed community center must meet NC State Building Code and obtain a Building Permit. The Town of Chapel Hill advises consulting an architect/design professional on the cost and specific code requirements. In addition, the site layout must receive zoning approval and meet the Chapel Hill Land Use Management Ordinance requirements regarding site layout and process.

FINANCIAL IMPACT AND COSTS SHARING OPTIONS

The Task Force has consensus that there are needs in the Rogers Road Neighborhood that should be addressed by the Task Force. The Task Force has investigated two possible solutions in the Rogers Road Community and the estimated costs are as follows:

Installing sewer infrastructure for 86 defined parcels in the Rogers Road Neighborhood

\$ 5,788,215

Estimated Cost to construct a new 4,000 sq. ft. Neighborhood Community Center

\$ 700,000

Total Financial Impact \$6,488,215

The Task Force initially investigated and evaluated five different cost sharing options for the Rogers Road Neighborhood as outlined below:

1. The first option is based on the Municipal Solid Waste (tonnage) delivered to the Landfill by each municipality during Fiscal 2010/11.
2. The second option is based on the original Landfill Agreement between the Towns and the County dated November 30, 1972.
3. The third possible solution is based on County and Town populations. This is the method the Board of County Commissioners has selected to distribute Sales Tax revenues between the County and the Towns.
4. The fourth option is based on County and Town Ad Valorem Property Taxes Levied by each municipality for Fiscal 2011/12. This is an alternative method the Board of County Commissioners could consider to distribute Sales Tax revenues between the County and the Towns.
5. The fifth possible solution is based on County and Town populations. This method is not weighted.

See the Spreadsheet Below:

Rogers Road Neighborhood Task Force
 Cost Sharing Options
 8/22/2012

	1 Fiscal 2010/11 MSW Volume		2 1972 Landfill Agreement	
	Tons/Yr.	Percent	Annual Payment	Percent
Carrboro	6,650	19%	\$ 29,524	14%
Chapel Hill	15,008	42%	\$ 90,549	43%
Hillsborough	3185	9%		
Orange County	<u>10,497</u>	<u>30%</u>	<u>\$ 90,549</u>	<u>43%</u>
Total	35,340	100%	\$ 210,622	100%

	3 County Population Est. Sales Tax Distribution Method		4 Fiscal 2012/13 Ad Valorem Property Tax	
	Population	Percent	Property Tax Levy	Percent
Carrboro	19,665	9%	11,611,958	5%
Chapel Hill	54,582	25%	34,116,234	16%
Special Districts			235,387	0%
Durham	30	0%	49,416	0%
Hillsborough	6,113	3%	4,705,799	2%
Mebane	1,801	1%	1,114,495	1%
Orange County	134,325	62%	136,382,728	64%
School District			19,260,309	9%
Fire Districts	-	-	<u>3,979,116</u>	<u>2%</u>
Total	216,516	100%	211,455,442	100%

	5 County Population Est. Fiscal 2012/13	
	Population	Percent
Carrboro	19,665	15%
Chapel Hill	54,582	41%
Durham	30	0%
Hillsborough	6,113	5%
Mebane	1,801	1%
Orange County	<u>52,134</u>	<u>39%</u>
Total	134,325	100%

6. The Town of Carrboro presented an alternative costs share option based on equal weights for Municipal Solid Waste and Population.

See the Spreadsheet Below:

MSW Volume		
Carrboro	6,650	19%
Chapel Hill	15,008	42%
Hillsborough	3,185	9%
Orange County	10,497	30%
Total	35340	100%

Population for Sales Tax Distribution		
Carrboro	19,665	9%
Chapel Hill	54,582	25%
Durham	30	0%
Hillsborough	6,113	3%
Mebane	1,801	1%
Total Incorporated	82,191	
Total County	134,325	62%
Sales Tax Population	216,516	

Ad Valorem Value		
Carrboro	\$ 11,611,958	5%
Chapel Hill	\$ 34,116,234	16%
CH Special District	\$ 235,387	0%
Durham	\$ 49,416	0%
Hillsborough	\$ 4,705,799	2%
Mebane	\$ 1,114,495	1%
Orange County	\$ 136,382,728	64%
CH-C School District	\$ 19,260,309	9%
Fire Districts	\$ 3,979,116	2%
Total Ad Valorem	\$ 211,455,442	100%

Weight Assumption	
MSW Input (Responsibility)	0.5
Sales Tax Revenue (Population)	0.5
Ad Valorem Value (Ability to Pay)	

Cost Distribution	Normalized	
Carrboro	13.95%	14.06%
Chapel Hill	33.84%	33.94%
Hillsborough	5.92%	6.02%
Orange County	45.87%	45.98%
	99.58%	100.00%

Cost of Sewer Project	\$ 5,788,215
Community Center	\$ 500,000
Carrboro	\$ 883,843
Chapel Hill	\$ 2,134,475
Hillsborough	\$ 378,777
Orange County	\$ 2,891,120

Carrboro Cost Sharing Option

RECOMMENDATIONS TO THE ASSEMBLY OF GOVERNMENTS

Historic Rogers Road Neighborhood Task Force December 6, 2012

Recommendations:

1. That the costs of both a New Community Center and Sewer Improvements be shared by the local governments, at the same costs sharing percentages as outlined in the 1972 Landfill Agreement, 43% for Orange County, 43% for The Town of Chapel Hill and 14% for The Town of Carrboro.
2. That the Managers and Attorneys originate a Memorandum of Understanding between Habitat, Orange County, the Town of Carrboro, and the Town of Chapel Hill for the construction of a new Rogers Road Community Center. The budget will not exceed \$700,000 and the project will be bid in compliance with North Carolina public bidding requirements. Orange County will finance the project with reimbursement from the Towns as outlined in (1) above.
3. That the governing boards continue to appropriate funds, as previously budgeted, to reimburse the Solid Waste fund for the purchase of the Greene Tract, for both a New Community Center and Sewer Improvements. Funds budgeted in Fiscal 2012/2013 for the Greene Tract are as follows; \$90,549 for Orange County, \$90,549 for The Town of Chapel Hill and \$29,524 for The Town of Carrboro. The governing boards are also encouraged to locate other funding sources for a New Community Center and Sewer Improvements.
4. That the Hogan-Rogers House no longer be considered as an option for a Neighborhood Community Center. The St Paul's AME Church is working with the Chapel Hill Preservation Society to save the structure.
5. That the Task Force continue to meet, to address the Charge of the Task Force, for an additional 6 months with the original composition of the Task Force. The composition of the Task Force originally included two members appointed by each Town (Chapel Hill and Carrboro); two members appointed from the County; and two members appointed from Rogers Eubanks Neighborhood Association (RENA).

Recommendations, Never Finalized:**Rogers Road Neighborhood Community Center:**

That the County create Memorandum of Understanding for the operations of the Community Center with the County, Habitat, and the Rogers Eubanks Neighborhood Association all being a party to the agreement. The agreement shall provide for the operation & maintenance of a new Rogers Road Neighborhood Community Center including services, programs & activities to be provided in the Center.

County Sewer District:

1. That the Managers explore the creation of a County Sewer District for all property owners in the Historic Rogers Road Neighborhood that are not currently served by a municipal sewer system and would benefit from the installation of sewer infrastructure to serve the Rogers Road Neighborhood.
 - a. That the towns participate with the possible creation of a County Sewer District, which could overlap town boundaries.
 - b. That a County Sewer District would make special assessments against benefited property within the district to cover the costs of constructing, extending or improving sewage disposal system. The basis of any special assessment would be determined at a later date after investigating development potential and the number of possible dwelling units. A special assessment would share the costs of the sewer system with current benefited property (homeowners) and undeveloped land for future development.
 - c. That the Managers work with the Attorneys to create criteria that would enable homeowners, that have lived in the Historic Rogers Road Neighborhood before 1972, to connect from the sewer system free of charge and recommend a sliding scale fee structure for homeowners that moved to the Neighborhood between 1972 and 2012.

Appendix C

MEMORANDUM

TO: Chapel Hill, Carrboro and Orange County Elected Officials
FROM: Chapel Hill, Carrboro and Orange County Managers
SUBJECT: Collaborative Approach to Rogers Road
DATE: February 25, 2013

PURPOSE

The purpose of this memorandum is to describe the collaborative approach the Managers of Chapel Hill, Carrboro and Orange County are pursuing to ensure an inclusive process for determining how best to address the identified needs of the Rogers Road area, particularly those related to the extension of water and sewer service and the potential creation of a utilities service district.

BACKGROUND

As stated in a memo to the Orange County BOCC dated January 24, 2013:

“Sewer service to the Historic Rogers Road Neighborhood, as defined by the previously approved public water connections in the area, has proven to be an expensive and complicated issue to resolve. The creation of a County Sewer District for all property owners in the Historic Rogers Road Neighborhood that are not currently served by a municipal sewer system is being investigated. Participation by the Towns in a Sewer District located outside of the Towns jurisdictions presents legal challenges for both the Town of Chapel Hill and Town of Carrboro. The Orange Water and Sewer Authority (OWASA) could be the service provider for the creation of a County Sewer District. Contract terms and policy standards for governmental projects would have to be discussed before a Sewer District could be established.”

To that end, the Managers of Chapel Hill, Carrboro and Orange County have held meetings with their key staffs and each other to discuss these issues and address them collaboratively. The Managers have also met with leaders from other local organizations to develop strategic partnerships as we move forward in the decision making process.

DISCUSSION

Planning staff from the Towns of Chapel Hill and Carrboro met several times in late 2012 and early 2013 to share information on the area in order to gain a better understanding of the potential for development of the jointly-owned public land in the area, including options for water and sewer extensions. The Planning staffs then met with the Managers to present their findings and discuss some options for moving forward, including creation of a utilities service district.

During the same time period, the Managers identified other potential stakeholder organizations and met with their leadership independently to discuss prospects for strategic partnerships moving forward. These organizations included OWASA, Chapel Hill-Carrboro City Schools, Self-Help Credit Union and the Jackson Center.

OWASA was identified because of their role as water and sewer service provider, and for their assistance in developing a business model to establish a utilities service district. OWASA is envisioned as a contract service provider in the establishment of the district. Eventually the infrastructure would become part of OWASA's system and managed directly by them.

Chapel Hill-Carrboro City Schools was identified as strategic partner in light of their plans to build a new school in the vicinity of the Roger Road area, which will be a major component of how the area is developed in the future. The school administration has an interest in partnering with the other local governments to integrate the planning for the school with our planning for the community.

Self-Help Credit Union has been a critical partner in the Town's efforts to think differently about the Northside neighborhood. Because of the direct and indirect connections between the two neighborhoods, they are interested in partnering in this effort to seek ways to maximize the publicly-owned land into new solutions for community space and infrastructure.

The Jackson Center has used its community-building experience in Chapel Hill's Northside Neighborhood to make a difference in the communications with landowners in the area. They are also attracted by the historical connections between the Rogers Road community and Northside.

The Managers plan to continue meeting regularly with each other to share information and strategize how best to address the water and sewer needs of the Rogers Road area and community. We will also continue to work with the identified strategic partners to ensure an inclusive and innovative process moving forward.

RECOMMENDATION

That the Town of Chapel Hill Council, Town of Carrboro Board of Alderman and Orange County Board of Commissioners receive this memorandum, jointly drafted by their Managers.

Appendix D

Part 5. Community Development.

§ 153A-376. Community development programs and activities.

(a) Any county is authorized to engage in, to accept federal and State grants and loans for, and to appropriate and expend funds for community development programs and activities. In undertaking community development programs and activities, in addition to other authority granted by law, a county may engage in the following activities:

- (1) Programs of assistance and financing of rehabilitation of private buildings principally for the benefit of low and moderate income persons, or for the restoration or preservation of older neighborhoods or properties, including direct repair, the making of grants or loans, the subsidization of interest payments on loans, and the guaranty of loans;
- (2) Programs concerned with employment, economic development, crime prevention, child care, health, drug abuse, education, and welfare needs of persons of low and moderate income.

(b) Any board of county commissioners may exercise directly those powers granted by law to county redevelopment commissions and those powers granted by law to county housing authorities. Any board of county commissioners desiring to do so may delegate to redevelopment commission or to any housing authority the responsibility of undertaking or carrying out any specified community development activities. Any board of county commissioners and any municipal governing body may by agreement undertake or carry out for each other any specified community development activities. Any board of county commissioners may contract with any person, association, or corporation in undertaking any specified community development activities. Any county or city board of health, county board of social services, or county or city board of education, may by agreement undertake or carry out for any board of county commissioners any specified community development activities.

(c) Any board of county commissioners undertaking community development programs or activities may create one or more advisory committees to advise it and to make recommendations concerning such programs or activities.

(d) Any board of county commissioners proposing to undertake any loan guaranty or similar program for rehabilitation of private buildings is authorized to submit to its voters the question whether such program shall be undertaken, such referendum to be conducted pursuant to the general and local laws applicable to special elections in such county.

(e) No state or local taxes shall be appropriated or expended by a county pursuant to this section for any purpose not expressly authorized by G.S. 153A-149, unless the same is first submitted to a vote of the people as therein provided.

(f) All program income from Economic Development Grants from the Small Cities Community Development Block Grant Program may be retained by recipient "economically distressed counties", as defined in G.S. 143B-437.01 for the purposes of creating local economic development revolving loan funds. Such program income derived through the use by counties of Small Cities Community Development Block Grant money includes but is not limited to: (i) payment of principal and interest on loans made by the county using Community Development Block Grant Funds; (ii) proceeds from the lease or disposition of real property acquired with Community Development Block Grant Funds; and (iii) any late fees associated with loan or lease payments in (i) and (ii) above. The local economic development revolving loan fund set up by the county shall fund only those activities eligible under Title I of the federal Housing and Community Development Act of 1974, as amended (P.L. 93-383), and shall meet at least one of the three national objectives of the Housing and Community Development Act. Any expiration of G.S. 143B-437.01 or G.S. 105-129.3 shall not affect this subsection as to designations of economically distressed counties made prior to its expiration.

(g) Any county may receive and dispense funds from the Community Development Block Grant Section 108 Loan Guarantee program, Subpart M, 24 CFR 570.700 et seq., either through application to

the North Carolina Department of Commerce or directly from the federal government, in accordance with State and federal laws governing these funds. Any county that receives these funds directly from the federal government may pledge current and future CDBG funds for use as loan guarantees in accordance with State and federal laws governing these funds. A county may implement the receipt, dispensing, and pledging of CDBG funds under this subsection by borrowing CDBG funds and lending all or a portion of those funds to a third party in accordance with applicable laws governing the CDBG program.

Any county that has pledged current or future CDBG funds for use as loan guarantees prior to the enactment of this subsection is authorized to have taken such action. A pledge of future CDBG funds under this subsection is not a debt or liability of the State or any political subdivision of the State or a pledge of the faith and credit of the State or any political subdivision of the State. The pledging of future CDBG funds under this subsection does not directly, indirectly, or contingently obligate the State or any political subdivision of the State to levy or to pledge any taxes. (1975, c. 435, s. 2; c. 689, s. 2; 1987 (Reg. Sess., 1988), c. 992, s. 1; 1995, c. 310, s. 2; 1995 (Reg. Sess., 1996), c. 575, s. 2; 1996, 2nd Ex. Sess., c. 13, s. 3.8; 2006-259, s. 27(a).)

Part 8. Miscellaneous Powers.

§ 160A-456. Community development programs and activities.

(a) Any city is authorized to engage in, to accept federal and State grants and loans for, and to appropriate and expend funds for community development programs and activities. In undertaking community development programs and activities, in addition to other authority granted by law, a city may engage in the following activities:

- (1) Programs of assistance and financing of rehabilitation of private buildings principally for the benefit of low and moderate income persons, or for the restoration or preservation of older neighborhoods or properties, including direct repair, the making of grants or loans, the subsidization of interest payments on loans, and the guaranty of loans;
- (2) Programs concerned with employment, economic development, crime prevention, child care, health, drug abuse, education, and welfare needs of persons of low and moderate income.

(b) Any city council may exercise directly those powers granted by law to municipal redevelopment commissions and those powers granted by law to municipal housing authorities, and may do so whether or not a redevelopment commission or housing authority is in existence in such city. Any city council desiring to do so may delegate to any redevelopment commission or to any housing authority the responsibility of undertaking or carrying out any specified community development activities. Any city council and any board of county commissioners may by agreement undertake or carry out for each other any specified community development activities. Any city council may contract with any person, association, or corporation in undertaking any specified community development activities. Any county or city board of health, county board of social services, or county or city board of education, may by agreement undertake or carry out for any city council any specified community development activities.

(c) Any city council undertaking community development programs or activities may create one or more advisory committees to advise it and to make recommendations concerning such programs or activities.

(d) Any city council proposing to undertake any loan guaranty or similar program for rehabilitation of private buildings is authorized to submit to its voters the question whether such program shall be undertaken, such referendum to be conducted pursuant to the general and local laws applicable to special elections in such city.

(d1) Any city may receive and dispense funds from the Community Development Block Grant Section 108 Loan Guarantee program, Subpart M, 24 CFR 570.700 et seq., either through application to the North Carolina Department of Commerce or directly from the federal government, in accordance with State and federal laws governing these funds. Any city that receives these funds directly from the federal government may pledge current and future CDBG funds for use as loan guarantees in accordance with State and federal laws governing these funds. A city may implement the receipt, dispensing, and pledging of CDBG funds under this subsection by borrowing CDBG funds and lending all or a portion of those funds to a third party in accordance with applicable laws governing the CDBG program.

Any city that has pledged current or future CDBG funds for use as loan guarantees prior to the enactment of this subsection is authorized to have taken such action. A pledge of future CDBG funds under this subsection is not a debt or liability of the State or any political subdivision of the State or a pledge of the faith and credit of the State or any political subdivision of the State. The pledging of future CDBG funds under this subsection does not directly, indirectly, or contingently obligate the State or any political subdivision of the State to levy or to pledge any taxes.

(e) Repealed by Session Laws 1985, c. 665, s. 5.

(e1) All program income from Economic Development Grants from the Small Cities Community Development Block Grant Program may be retained by recipient cities in "economically distressed counties", as defined in G.S. 143B-437.01, for the purposes of creating local economic development revolving loan funds. Such program income derived through the use by cities of Small Cities

Community Development Block Grant money includes but is not limited to: (i) payment of principal and interest on loans made by the county using Community Development Block Grant Funds; (ii) proceeds from the lease or disposition of real property acquired with Community Development Block Grant Funds; and (iii) any late fees associated with loan or lease payments in (i) and (ii) above. The local economic development revolving loan fund set up by the city shall fund only those activities eligible under Title I of the federal Housing and Community Development Act of 1974, as amended (P.L. 93-383), and shall meet at least one of the three national objectives of the Housing and Community Development Act. Any expiration of G.S. 143B-437.01 or G.S. 105-129.3 shall not affect this subsection as to designations of economically distressed counties made prior to its expiration. (1975, c. 435, s. 1; c. 689, s. 1; c. 879, s. 46; 1983, c. 908, s. 4; 1985, c. 665, s. 5; 1987, c. 464, s. 10; 1987 (Reg. Sess., 1988), c. 992, s. 2; 1995, c. 310, s. 3; 1995 (Reg. Sess., 1996), c. 13, s. 3.9; c. 575, s. 3; 2006-259, s. 27(b).)

Appendix E

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF ORANGE

THIS LEASE AGREEMENT ("Lease"), made and entered into as of the last date set forth in the notary acknowledgments below (the "Effective Date"), by and between HABITAT FOR HUMANITY, ORANGE COUNTY, N.C., INC., a nonprofit corporation registered in North Carolina, hereinafter referred to as "Lessor" and ORANGE COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "Lessee." Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

WHEREAS, the board of directors of Habitat for Humanity, Orange County NC, Incorporated ("Habitat") has authorized and approved the execution of this Lease for the purposes herein specified; and

WHEREAS, the execution of this Lease for and on behalf of Lessor has been duly approved by Habitat at a meeting held in the City of _____ North Carolina, on the ____ day of _____, 2013; and

WHEREAS, the Parties have mutually agreed to the terms of this Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the Premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee, for and during the term and under the terms and conditions hereinafter set forth, that certain Premises, with all rights, privileges and appurtenances thereto belonging.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Premises. The "Premises" shall consist of that certain parcel or tract of land lying and being in the _____ Township, Orange County, North Carolina, containing ____ acres, more or less, being more particularly shown and described on Exhibit A, attached hereto and incorporated herein by this reference and having PINs _____ and _____.
2. Term. The term of this Lease shall commence on the Effective Date, and unless sooner terminated, extended, or renewed as provided herein, shall expire on the twentieth (20th) anniversary of the Effective Date at 2400 hours (the "Term").
3. Rent. Lessee shall pay to Lessor as rental for the Premises the sum of ONE DOLLAR (\$1.00) for the Term.

4. Condition of Premises. Lessor agrees to deliver the Premises to Lessee in its present condition. Except as otherwise expressly provided herein, Lessee acknowledges that the Premises is being delivered "as is", that Lessee has performed preliminary investigations and reviews and has concluded on its own judgment that the Premises are suitable for the purposes intended, without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) from Lessor or any agent of Lessor. Lessee's entry into possession shall constitute conclusive evidence that as of the date thereof the Premises were in good order and satisfactory condition. Lessee further acknowledges that this Lease is subordinate to all existing easements and rights of way encumbering the Premises, including any easements benefiting adjacent land owned by Lessor.

5. Use of Premises and Leasehold Improvements. The Premises shall be used by Lessee for the construction, maintenance and operation of a public community and recreation facility together with other accessories and appurtenances related thereto, as said facility is more particularly described in Exhibit B attached hereto and incorporated herein by this reference (said facility and all fixtures, accessories and appurtenances constructed or installed on the Premises in connection therewith are collectively referred to herein as the "Leasehold Improvements"). If Lessee ceases to use the Premises for the purposes herein described or makes other uses of the Premises without the express written consent of Lessor, Lessor may terminate this Lease and reenter and take possession of the Premises.

6. Construction of Leasehold Improvements. The Premises shall be developed and the Leasehold Improvements shall be constructed by Lessee, at its sole cost and expense, in compliance with all the applicable governmental laws and regulations. Construction of the Leasehold Improvements shall be deemed to have commenced when Lessee begins site grading or site preparation. All such Leasehold Improvements shall be and remain the property of Lessee.

7. Maintenance and Repair. During the Term, Lessee, at its sole cost and expense, shall maintain in thorough repair and in good and safe condition the Premises and the Leasehold Improvements. Lessee's maintenance obligations shall include, without limitation, such stormwater system(s) on the Premises as may be required by local or state ordinances and regulations.

8. Utilities. Lessee shall be responsible for all charges, fees and expenses associated with the provision of utilities necessary for its construction and use of the Leasehold Improvements and for its occupancy and possession of the Premises.

9. Insurance and Liability.

9.1 Lessee Insurance. Lessee shall obtain adequate insurance coverage in accordance with all applicable laws for (i) general liability, (ii) automobile liability, and (iv) fire and extended coverage with regard to the Lessee's operations on or about Premises and the Leasehold Improvements located thereon. Lessee shall require any of its contractors or agents entering the Premises to obtain and keep in place with well rated insurers, authorized to do business in the State of North Carolina, adequate insurance coverage, as applicable, for (i) statutory workers' compensation including, employers' liability; (ii) comprehensive general

liability including, personal injury, broad form property damage, independent contractor, XCU (explosion, collapse, underground) and products/completed operations; (iii) automobile liability; and (iv) fire and extended coverage insurance. Evidence of compliance with the insurance requirements set out in this provision shall be provided to Lessor prior to commencement of improvements on the Premises.

9.2 Insurance Requirements. All policies maintained by Lessee shall be purchased only from insurers who are authorized to do business in the State of North Carolina, who comply with the requirements thereof, and who carry an A.M. Best Company rating of "A" or "A+."

9.3 Lessee's Liability. As between Lessee and Lessor, Lessee, subject to the terms of this Lease, shall be primarily liable for the negligent or intentional acts or omissions of its agents, contractors or employees. As to third parties, Lessee agrees to save Lessor harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about the Premises, which may arise or be claimed to have arisen as a result of the possession, occupation, use or operation of the Premises by Lessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Lessor, its agents or employees. It is the intent of this section that Lessee shall hold Lessor harmless and indemnify Lessor to the extent allowed under North Carolina law.

10. Casualty. In the event the Premises and the Leasehold Improvements, or a substantial part thereof, shall be damaged by fire or other casualty, Lessee may, at its option, terminate this Lease or cause the Premises and the Leasehold Improvements to be repaired or renovated. If Lessee determines to make the necessary repairs or renovations, any proceeds from fire or casualty insurance shall belong to Lessee. In such event, Lessee, at its sole cost and expense, shall cause the repairs and renovations to be made in a good and workmanlike manner, without unreasonably delay, and in compliance with all applicable governmental laws and regulations and the Approved Plans. If Lessee determines not to make the necessary repairs or renovations, then this Lease shall terminate and Lessee, at Lessor's option, shall cause the Premises to be restored to a condition reasonably approximating that existing at the Effective Date and any proceeds from fire or other casualty insurance, less payment for any permitted indebtedness thereon, payment to Lessee for its personal property located on the Premises and any payment necessary to restore the Premises, shall belong to Lessor. Lessee's determination concerning repair as stated in this Section shall be given to Lessor in writing within ninety (90) days of the fire or casualty causing the damage.

11. Hazardous Materials.

11.1 Definitions. For purposes of this Lease: (i) "Hazardous Material" or "Hazardous Materials" means and includes, without limitation, (a) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (b) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), or in any applicable state or local law or regulation, (c) gasoline, or any other petroleum product or by-product, (d) toxic substances, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be

amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Section 14 which arise out of events or actions occurring prior to the expiration or termination of this Lease shall survive the assignment of this Lease and the expiration, termination, cancellation or release of record of this Lease.

11.2 Lessee Not Liable for Hazardous Materials. Lessee shall not be responsible for any damage, loss, or expense resulting from the prior existence on the Premises of any Hazardous Material. Lessee shall be responsible for any damage, loss, or expense resulting from the existence on the Premises of any Hazardous Material generated, stored, disposed of or transported to or over the Premises resulting from Lessee's improvements made to the Premises.

11.3 Lessee's Obligations. Lessee shall give Lessor immediate written notice of any problem, Release, threatened Release or discovery of any Hazardous Materials on or about the Premises or claim thereof. If such problem, Release, threatened Release or discovery was caused by Lessee, its employees, agents, contractors, invitees or licensees, this notice shall include a description of measures taken or proposed to be taken by Lessee to contain and/or remediate the Release of Hazardous Materials and any resultant damage to or impact on property, persons and/or the environment (which term includes, without limitation, soil, surface water or groundwater) on, under or about the Premises. In the event of a Release caused solely by Lessee and at Lessee's own expense, Lessee shall promptly take all steps necessary to clean up or remediate any Release of Hazardous Materials, comply with all Environmental Laws and otherwise report and/or coordinate with Lessor and all appropriate governmental agencies.

11.4 Liability. To the extent allowed by North Carolina law Lessor agrees to save Lessee harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expense (including, without limitation, attorneys' and experts' fees) and claims of any and every kind of whatsoever paid, incurred, suffered by, or asserted against Lessee with respect to, or as a direct or indirect result of the violation of any Environmental Laws applicable to the Premises, to the extent that such violation is caused by the activities of Lessor or any predecessor in interest to Lessor. To the extent allowed by North Carolina law Lessee agrees to save Lessor harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expense (including, without limitation, attorneys' and experts' fees) and claims of any and

every kind of whatsoever paid, incurred, suffered by, or asserted against Lessor with respect to, or as a direct or indirect result of the violation of any Environmental Laws applicable to the Premises, to the extent that such violation is caused by the activities of Lessee.

12. Waste / Interference. Lessee shall not use the Premises in any manner that will constitute waste.

13. Compliance. Lessee agrees to comply, at Lessee's sole cost and expense, with all governmental laws, rules, ordinances and regulations applicable to the Premises or Lessee's use and occupancy thereof.

14. Liens. Lessee agrees to pay all lawful claims associated with the construction of the Leasehold Improvements on a timely basis and shall save Lessor harmless from and against any and all claims by third parties and contractors arising out of the construction of the Leasehold Improvements. Lessee shall not encumber the Premises with any mortgages or permit any mechanic's, materialman's, contractor's, subcontractor's or other similar lien arising from any work of improvement performed by or on behalf of Lessee, however it may arise, to stand against the Premises. In the event the Premises are encumbered by any such lien, Lessee may in good faith contest the claim underlying such lien

15. Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee (an "Event of Default"):

15.1 Vacation / Abandonment. Lessee ceases to occupy, abandons or vacates the Premises for the purposes of this Lease before the expiration of the Term.

15.2 Unlawful Purpose. If Lessee allows the Premises to be used for any unlawful purpose.

15.3 Use by Habitat Homeowners. Lessee causes the Premises to be unavailable for the use and enjoyment of Habitat for Humanity Homeowners residing in Orange County, North Carolina, and their families and invitees.

16. Lessor's Remedies. Upon the occurrence of any Event of Default or failure by Lessee to perform any obligation of Lessee under this Lease, which failure is not cured within the specific time periods provided in this Lease or if no specific time period is provided, then within one hundred eighty (180) days after written notice to Lessee (or if such failure cannot be cured within one hundred eighty (180) days, then within a reasonable period of time, provided Lessee proceeds promptly and diligently to cure such breach), whichever occurs first, then Lessor, at its option may (i) terminate Lessee's right to possession of the Premises at any time by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor; and/or (ii) pursue any other remedy now or hereafter available to Lessor under North Carolina law.

17. Right of Lessor to Re-Enter. In the event of any termination of this Lease by Lessor or

the enforcement of any other remedy by Lessor under this Lease, Lessor shall have the immediate right to enter upon and repossess the Premises and remove or store Lessee's personal property and Leasehold Improvements in accordance with the terms of Section 19. Lessee hereby waives all claims arising from Lessor's re-entering and taking possession of the Premises and removing and storing the property of Lessee as permitted under this Lease and will save and hold Lessor harmless from all losses, costs or damages occasioned Lessor thereby. No such reentry shall be considered or construed to be a forcible entry by Lessor.

18. Legal Costs. In the event of any breach each Party shall be solely responsible for that Party's own legal costs and expenses including reasonable attorney's fees. .

19. Ownership of Leasehold Improvements; Surrender of Premises. During the Term, ownership of the Leasehold Improvements shall be in Lessee. At the expiration of the Term or the earlier termination of this Lease, Lessee shall promptly quit and surrender the Premises in good order, condition and repair, ordinary wear and tear excepted. The Leasehold Improvements shall remain the property of Lessee for a period of ninety (90) days. The Parties shall work together to remove such Leasehold Improvements from the premises within a reasonable time with such removal being at the sole expense of the Lessee. At the termination of this Lease, Lessee shall remove any and all of Lessee's personal property, trade fixtures and equipment from the Premises. All leasehold improvements and such personal property, trade fixtures and equipment not so removed by Lessee and remaining on the Premises ninety (90) days after the termination of this Lease shall, at Lessor's option, become the property of Lessor or Lessor may have the property removed or stored, at Lessee's expense.

20. Holdover. In the event Lessee remains in possession of the Premises after the expiration of the Term and without an extension, renewal, or the execution of a new lease, Lessee shall occupy the Premises as a tenancy at sufferance subject to all of the conditions of this Lease insofar as consistent with such a tenancy. However, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

21. Miscellaneous.

21.1 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

21.2 Authority. Each person executing this Lease on behalf of Lessee does hereby represent and warrant that that this Lease was duly approved by the governing body of Lessee, that this Lease is the act and deed of Lessee, that Lessee has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and that each person signing this Lease on behalf of Lessee is duly and validly authorized to do so. Each person executing this Lease on behalf of Lessor does hereby represent and warrant that that this Lease was duly approved by the governing body of Lessor, that this Lease is the act and deed of Lessor, that Lessor has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and that each person signing this Lease on behalf of Lessor is duly and validly authorized to do so.

21.3 Relationship Between Parties. Nothing in this Lease shall be construed to render

the Lessor in any way or for any purpose a partner, joint venturer, or associate in any relationship with Lessee other than that of Lessor and Lessee, nor shall this Lease be construed to authorize either to act as agent for the other.

21.4 Applicable Law. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

21.5 Entire Agreement. This instrument contains the entire agreement between the Parties, and no statement, promise, inducement, representation or prior agreement which is not contained in this written Lease shall be valid or binding.

21.6 Amendment. No amendment, modification, alteration, renewal, extension, or revision of this Lease shall be valid and binding unless made in writing and signed by Lessee and Lessor.

21.7 Construction of Language. The terms "lease," "lease agreement" or "agreement" shall be inclusive of each other, and also shall include renewals, extensions, or modifications of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words of the singular shall be held to include the plural and the plural to include the singular when the sense requires. The section or paragraph headings and the titles are not a part of this Lease and shall have no effect upon the construction and interpretation of any part hereof.

21.8 Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

21.9 Effect of Waiver or Forbearance. No covenant or condition of this Lease can be waived except by written consent of the Parties. A waiver of any covenant or condition on one occasion shall not be deemed a waiver of said covenant or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Lessee, and until Lessee has completely performed all covenants and conditions of this Lease, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or any law or equity despite such forbearance or indulgence.

21.10 Survival. All obligations accruing prior to expiration of the term of this Lease shall survive the expiration or other termination of this Lease.

21.11 Lessor's Remedies Cumulative. The rights and remedies of Lessor specified in this Lease shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Lease.

21.12 Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21.13 Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

21.14 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

21.15 Renewal. At the option of Lessee this Lease may be renewed for up to four (4) twenty (20) year terms.

21.16 Memorandum of Lease for Recording. At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Lease by reference.

21.17 Notices. All notices herein provided to be given, or to which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Lessor: Habitat for Humanity, Orange County, N.C., Inc.
 Attn: Susan Levy, Executive Director
 88 Vilcom Center Drive, L110
 Chapel Hill, NC 27514

To Lessee: Orange County
 Attn: County Manager
 Post Office Box 8181
 Hillsborough, NC 27278

The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following page]

IN TESTIMONY WHEREOF, Lessor has caused this instrument to be executed in its name by _____, attested by _____, and its corporate seal affixed hereto, by authority duly given; and Lessee has caused this instrument to be executed in its name by its Chair of the Board of Commissioners or County Manager, attested, by its Clerk and its County seal hereto affixed by authority duly given, all as of the dates set forth in the notary acknowledgments below.

LESSEE:

ORANGE COUNTY

By: _____

Print Name: _____

Title: _____

ATTEST:

Clerk (Seal)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the Orange County and that by authority duly given and as an act of the Orange County, the foregoing instrument was signed by _____, its _____, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2013.

My Commission Expires: _____
Notary Public
Print Name: _____

LESSOR:

HABITAT FOR HUMANITY, ORANGE COUNTY, N.C., INC.

By: _____
Director

ATTEST:

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, _____, a Notary Public in and for Orange county and State of North Carolina, do hereby certify that _____, personally came before me this day and acknowledged that she is _____, and that by authority duly given and as the act of Habitat for Humanity, Orange County, N.C., Inc., the foregoing instrument was signed in its name by _____, sealed with the corporate seal, and attested by herself as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2013.

My Commission Expires: _____

Notary Public
Print Name: _____

EXHIBIT A

Description of Premises

Lying and being in Town of Hillsborough, Orange County, North Carolina and being more particularly described as follows:

EXHIBIT B

Leasehold Improvements

Appendix F

OPERATIONS AGREEMENT: ROGERS ROAD COMMUNITY CENTER

This Operations Agreement (the "Agreement") for the operation of the community and recreation center at _____ (hereinafter the "Center") is made and entered into this ___ day of _____, 2013, between Rogers Eubanks Neighborhood Association, Incorporated, a North Carolina Nonprofit Corporation (hereinafter "RENA") and Orange County (hereinafter the "County") referred to jointly hereafter as "Parties".

The Parties hereby agree as follows:

1. Term

The term of this Agreement shall be from the day and date first recorded above and shall continue for a period of five (5) years. The Agreement may be renewed as provided herein.

2. Use and Operations

a) Rena Shall:

- i. Provide a full schedule and updates, as they become available, of all activities and programs at the Center.
- ii. Operate and staff the Center Monday through Friday 10:00 a.m. to 7:00 p.m. and Saturday from 10:00 a.m. to 6:00 p.m.
- iii. Immediately notify County of the closure, delayed opening, or early closing of the Center for any reason.
- iv. Provide quarterly analysis report to Center on enrollment, trends, and timing for RENA class, program, and activity sessions.
- v. Enforce County policies, including but not limited to the no smoking policy, while using and operating the Center.
- vi. Maintain worker's compensation insurance covering its personnel working at the Center.
- vii. Maintain general liability insurance coverage as outlined in Section 4 of this Agreement.
- viii. Appoint a liaison to communicate with the County regarding all matters related to this Agreement.
- ix. Maintain the Center facilities in a clean and orderly state. RENA may arrange furniture as may be needed to provide for the orderly operation of the Center.
- x. At the conclusion of each day clean and restore the Center kitchen, bathrooms, and activity rooms to the same state and condition in which they existed prior to use by RENA's volunteers and employees or the public.
- xi. Reimburse County promptly for any damage caused to Center facilities, including but not limited to furniture, kitchen furnishings and/or utilities, computers and other technology equipment, by RENA staff, customers, guests, or invitees.
- xii. The Center shall be used for the operation of a community and recreation center open to the general public and all other uses reasonably related thereto.
- xiii. Comply with all applicable federal, state, and local laws, ordinances, rules, or regulations.
- xiv. May, upon receiving appropriate permitting, serve meals as part of designated programs.

- xv. May, upon receiving appropriate permitting and authorization as required by law and written authorization from the County Manager, serve alcohol as part of approved events.
- b) RENA and Orange County hereby covenant and agree that in conjunction with the operation and use of the Center:
- i. RENA shall operate the Center in accordance with County policies, including facility access, without discrimination and regardless place of residence, to all residents of Orange County;
 - ii. RENA shall not enact policies that have the effect of denying use of the Center by any Orange County residents;
 - iii. RENA shall continuously operate the Center during the term of this Agreement subject to closures due to County-recognized holidays, casualty, condemnation, events of force majeure, or closures caused by any act or omission by County, its agents, employees, contractors, or subcontractors;
 - iv. RENA shall provide janitorial service to the Center and shall maintain the Center in a clean and safe condition free from hazard;
 - v. RENA shall maintain records related to the operations of the Center including accounting and operations records and all such Center records shall remain the property of County and shall be subject to the disclosure provisions of applicable federal and state statutes and regulations and shall be furnished to Orange County upon request;
 - vi. Any and all fixtures purchased by RENA from Center operations funds for use or consumption at the Center are and shall remain property of the County. For purposes of this section the term fixtures includes any kitchen or other appliances. Personal property purchased by RENA shall remain the property of RENA;
 - vii. RENA may charge fees for programs and services at or involving the Center. Any such fees shall not exceed the cost of providing such programs and services.
 - viii. RENA is responsible for any and all repairs that amount to less than two hundred dollars (\$200) per repair or incident. County is responsible for any and all repairs that amount to two hundred dollars (\$200) or more per repair or incident.
 - ix. RENA shall contract with a private hauler for the provision of roll out carts and/or other individual containers for municipal solid waste and recycling. RENA may not seek dumpster infrastructure and service through Chapel Hill or Orange County.
 - x. Orange County shall provide appropriate screening for such roll out carts or other individual containers.
 - xi. RENA shall maintain such roll out carts or other individual containers in the appropriate screened location and shall at due times deliver the roll out carts or individual containers to the curb for collection and return them to their screened locations after collection.
 - xii. RENA shall incorporate standard municipal solid waste and recycling rules and procedures within its operations protocols.

3. Facility Use Guidelines

By this Agreement, the County authorizes the use of the Center only to the extent permitted by the terms of this Agreement. The County does not incur any liability to RENA or any member of the public for RENA's operation and/or use of County property under this agreement and RENA shall defend, indemnify and hold harmless the County from and against any and all claims

related to RENA's operation, use of, or presence at Center facilities. RENA staff and members of the public will abide by County policies while on County property.

The County's facility use policy will serve as the guiding document for operations of the Center. Smoking is prohibited. No staff or visitor shall be permitted under any circumstances to use tobacco products in or on the grounds of any County property including the Center. The use of open flames, gambling, and alcoholic beverages are also prohibited unless appropriately permitted and/or approved in writing by the County Manager as may be required by law. Absolutely no weapons of any kind are allowed on the Center premises.

4. Insurance Requirements

RENA shall provide evidence of general liability insurance to the County by way of a certificate prior to operation and use of the Center. Orange County shall be named as additional insured to RENA's general liability endorsed policy. RENA shall maintain combined single limits not less than \$1,000,000 per occurrence with aggregate limits not less than \$2,000,000 per year. RENA shall provide notice to the County not less than 30 days prior to any cancellation or reduction of any liability coverage and annually provide the County with an updated certificate of insurance on or before each policy renewal date. RENA shall secure liability insurance suitable for any kitchen operations. All such insurance policies and coverages must be approved by the Orange County Risk Manager. The certificate of liability insurance shall be addressed and sent to:

Orange County
Attention: Director of Risk Management Services
200 S. Cameron Street
Hillsborough, NC 27278

5. Access to County Facilities

RENA shall provide a list of volunteers and employees who will be assigned to the Center to the County within five days of the date of signing of this agreement or prior to the employee's or volunteer's first day of work at the Center. County reserves the right to prohibit any individual employee or volunteer of RENA from accessing or providing services on County property, including the Center, or at County events if County determines, in its sole discretion, that such employee poses a threat to the safety or well-being of County employees, guests, customers, or invitees.

RENA shall conduct criminal background checks on each of its employees who will be employed or volunteering at the Center. RENA shall provide documentation that criminal background checks were conducted on each of its employees and/or volunteers prior to assigning them to the Center, and shall refuse employment or volunteer positions in its Center programs to any person convicted of a felony or any other crime that indicates the person poses a threat to the physical safety of County employees, guests, customers, or invitees. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. RENA shall not assign any employee or volunteer to staff the Center pursuant to this Agreement if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any felony involving sexual misconduct, violence, or drugs; (4) any misdemeanor involving sexual misconduct; or (5) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of County employees, guests, customers, or

invitees. Notwithstanding the foregoing, RENA may allow nonviolent juvenile misdemeanants required to perform community service by a court of law or other state mandated program to volunteer at the Center.

6. Observation and Documentation

County staff may observe, photograph, videotape, or audiotape any RENA volunteers or employees, County employees, guests, customers, or invitees. RENA shall secure necessary releases, which authorize County to publish such photographs, videotapes, or audiotapes. Any media coverage of RENA operations of the Center must receive prior authorization from the County Manager. RENA agrees to indemnify and hold County harmless for the failure by RENA to secure necessary releases pursuant to the terms of Section 8 herein.

7. Evaluation

Both RENA and County agree to hold annual evaluation review meetings to assess the success and direction of the operation of the Center.

8. Indemnification

RENA shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts of RENA employees or program participants or from the omission or commission of any act, lawful or unlawful, by RENA, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by County in connection with the defense of said matters.

9. Rental Rate and Administrative Fees

Rental rates and administrative fees shall be consistent with the Orange County Facilities Use Policy. County shall designate which, if any, rooms within the Center may be available for rent to the public or to local community groups. Any such rental shall comply with the Orange County Facilities Use Policy and shall be approved by the Orange County Facilities Management Director. RENA shall pay the County an annual \$25.00 administrative fee.

10. Termination and Renewal

Upon the expiration of the initial term this Agreement may be renewed for up to four (4) additional five (5) year terms only by joint written agreement of both Parties. This Agreement may be terminated by mutual agreement of the Parties. At any time, County may terminate this Agreement and any renewal thereof immediately and without prior notice to RENA if County determines in its sole discretion that the health, safety, or well-being of County employees, guests, customers, or invitees are jeopardized by RENA's operation of the Center.

11. Reorganization or Dissolution

Should RENA undergo a corporate reorganization, restructuring, or voluntary or involuntary dissolution this Agreement shall immediately terminate and RENA will vacate the Center premises.

12. Relationship of the Parties

RENA is a contractor of County. RENA is not a partner, agent, employee, or joint venture of County and neither Party shall hold itself out contrary to these terms by advertising or otherwise. Neither Party shall be bound by any representation, act, or omission whatsoever of the other.

13. Approvals, Amendments, Notices.

Any approval or notice required by the terms of this Agreement shall be in writing and executed by the appropriate party. This Agreement may be amended only by written amendments duly executed by and between both Parties.

14. North Carolina Law.

North Carolina law will govern the interpretation and construction of this Agreement.

15. Entire Agreement.

This Agreement constitutes and expresses the entire agreement and understanding between the Parties concerning the subject matter of this Agreement. This document and any other document incorporated in this Agreement by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.

16. Severability.

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

SIGNATURE PAGE TO FOLLOW

Signers for RENA and the County certify that they are authorized to enter this agreement.

RENA-President

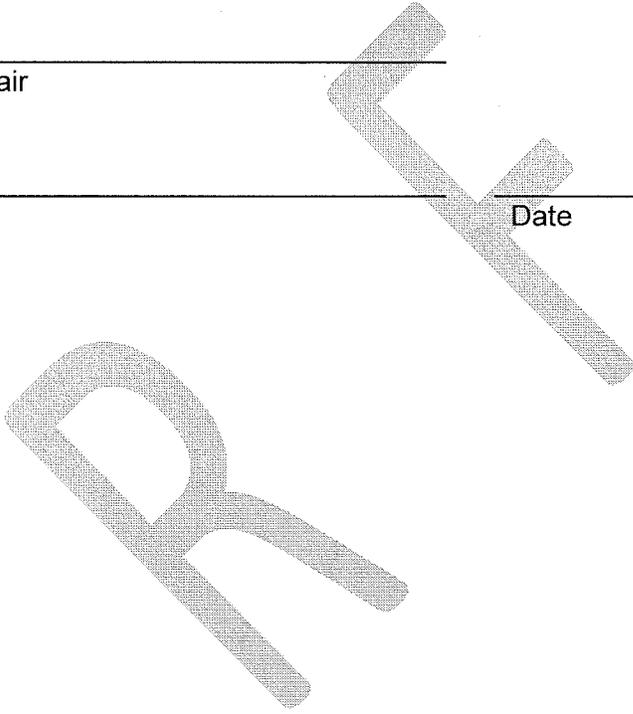
Printed Name

Date

Orange County-Chair

Printed Name

Date



ATTACHMENT 2



A motion was made by Alderman Johnson, seconded by Alderman Slade, that this resolution be approved.

**A RESOLUTION TO PROVIDE COMMENT ON ALTERNATIVES DISCUSSED BY THE
HISTORIC ROGERS ROAD NEIGHBORHOOD TASK FORCE**

WHEREAS, for more than 40 years, the people of Orange County have burdened the Rogers Road community by disposing of municipal solid waste in the nearby landfill; and

WHEREAS, the Board of Aldermen believes that Orange County, the Town of Carrboro, and the Town of Chapel Hill should work in partnership to equitably, and in proportion to their responsibility, share the costs of providing a community center and sewer improvements in the Historic Rogers Road Neighborhood, just as the partners share the privilege of owning, operating, and using the landfill; and

WHEREAS, on November 14, 2012, the Historic Rogers Road Neighborhood Task Force unanimously recommended to the Assembly of Governments "that the costs of both a New Community Center and Sewer Improvements be shared by the local governments, at the same costs sharing percentages as outlined in the 1972 Landfill Agreement, 43% for Orange County, 43% for The Town of Chapel Hill and 14% for The Town of Carrboro"; and

WHEREAS, 14% of the estimated cost of providing a community center and sewer improvements in the Historic Rogers Road Neighborhood is approximately \$900,000; and

WHEREAS, on September 18, 2012, the Board of Aldermen unanimously adopted the following statement: "The Town of Carrboro has the intention of contributing not more than \$900,000 for the town's portion of the community center and cost of the sewer project. The town manager shall research funding sources. Town staff shall also investigate how the town can recoup the sewer line investment costs from developers. The board expresses its appreciation to the county for their commitment to the project and requests that the Town of Chapel Hill consider their share of the contribution"; and

WHEREAS, on June 12, 2013, the Historic Rogers Road Neighborhood Task Force discussed two alternative plans for sewer improvements in the neighborhood and requested comment on those plans from the Board of Aldermen, the Chapel Hill Town Council, and the Orange County Board of Commissioners; and

WHEREAS, alternative 1 involves construction of a sewer project to serve 78% of the parcels in the Historic Rogers Road Neighborhood (segments 5, 6, and 8 on the Historic Rogers Road Area Sewer

Concept May 2012 Map) at an estimated cost of approximately \$3.7 million. Under this alternative, the Town of Carrboro would contribute \$900,000 toward the cost of the sewer project, and Orange County would contribute the remaining \$2.8 million. The Town of Chapel Hill would not contribute to the sewer project but would reimburse Orange County for the cost of constructing the community center (estimated at \$650,000); and

WHEREAS, alternative 2 involves construction of a sewer project to serve 100% of the parcels in the Historic Rogers Road Neighborhood (segments 1 through 8 on the Historic Rogers Road Area Sewer Concept May 2012 Map) at an estimated cost of approximately \$5.8 million. Under this alternative, the Town of Carrboro would contribute up to \$900,000 toward the cost of the community center and the sewer project, and Orange County and the Town of Chapel Hill would contribute the remaining amount. This alternative would require the Town of Chapel Hill to initiate a request for extraterritorial jurisdiction and Orange County to approve the request so that the Town of Chapel Hill can contribute funds for its share of the community center and the sewer project in proportion to its responsibility; and **WHEREAS**, the attachment to this resolution shows the costs and potential cost sharing associated with each of the alternatives;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The Board of Aldermen prefers alternative 2 for two reasons. First, this alternative will provide sewer improvements to the entire Historic Rogers Road Neighborhood. Second, this alternative will enable all of the partners—Orange County, the Town of Carrboro, and the Town of Chapel Hill—to equitably share the costs of the community center and sewer improvements in proportion to their responsibility.

SECTION 2. If the Orange County Board of Commissioners and the Chapel Hill Town Council do not favor pursuing alternative 2, the Board of Aldermen is willing to explore alternative 1 and remains committed to contributing not more than \$900,000 for the town's portion of the community center and sewer improvements.

SECTION 3. The clerk is directed to send a copy of this resolution to the chair of the Orange County Board of Commissioners, the mayor of the Town of Chapel Hill, and the members of the Historic Rogers Road Neighborhood Task Force.

ATTACHMENT TO THE RESOLUTION

Alternative 1

Costs

- Sewer: \$3,700,000
- Community center: \$650,000
- Total: \$4,350,000

Cost Share Among the Partners

- Carrboro: \$900,000 (20.7%)
- Chapel Hill: \$650,000 (14.9%)
- Orange County: \$2,800,000 (64.4%)

Alternative 2

Costs

- Sewer: \$5,800,000
- Community center: \$650,000
- Total: \$6,450,000

Cost Share Among the Partners

- Carrboro: \$900,000 (14.0%)
- Chapel Hill: share to be determined (\$2,775,000 [43.0%])
- Orange County: share to be determined (\$2,775,000 [43.0%])

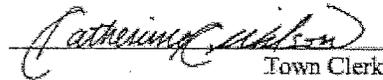
This the 18th day of June, 2013.

The motion carried by the following vote:

Aye: Mayor Chilton, Alderman Gist, Alderman Haven-O'Donnell, Alderman Johnson, Alderman Lavelle, Alderman Slade and Alderman Seils

I, Catherine C. Wilson, Town Clerk for the Town of Carrboro, NC do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Carrboro Board of Aldermen.




Town Clerk

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: Review of Proposed Operations Agreement for the Rogers Road Community Center

DEPARTMENT: County Manager

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

- 1) Proposed Operations Agreement: Rogers Road Community Center
- 2) RENA Neighborhood Community Center Business Plan
- 3) Area Locator
- 4) Lease Agreement with Habitat for Humanity, Orange County, NC, Incorporated

INFORMATION CONTACT:

John Roberts 245-2318
Michael Talbert, 245-2308

PURPOSE: To receive a presentation, review, and provide feedback on the proposed Operations Agreement (Attachment 1) with Rogers Eubanks Neighborhood Association (RENA) for the day to day operations of the Rogers Road Community Center.

BACKGROUND: On January 24, 2013 the BOCC authorized Orange County staff to move forward with the development and construction of the Rogers Road Community Center located on two lots within the Phoenix Place neighborhood owned by Habitat for Humanity.

On June 18, 2013 the Board approved "A Lease Agreement with Habitat for Humanity of Orange County" (Attachment 4). Habitat will lease the site to Orange County for an initial term of twenty (20) years with the optional renewal for up to four (4) twenty (20) year terms. The County will pay Habitat \$1 per year as rental for the premises. The site is depicted on Attachment 3, "Area Locator".

The County engaged Perkins + Will Architects as the designer for the project. Perkins + Will are performing these professional services for the County on a Pro Bono basis. Joe Wagner and Patric LeBeau, representing Perkins + Will, presented the project renderings to the Board on April 9, 2013 (see Attachment 2). The Board approved the schematic design and authorized the Manager to award a bid for construction and any unforeseen conditions change orders for the Community Center in an amount not-to-exceed the approved budget of \$650,000. The project is currently out to bid, with sealed bids scheduled to be opened on September 17, 2013. On September 5, 2013 the Board extended the Manager's authorization to award the construction contract for the Rogers Road Community Center through September 29, 2013.

The proposed Operations Agreement between Orange County and the Rogers Eubanks Neighborhood Association (“RENA”) was approved by RENA on August 11, 2013. The RENA Board also voted to approve the RENA Business Plan (Attachment 2) for the operation of the Neighborhood Community Center. Highlights of the Operations Agreement are as follows:

- Original term of the Agreement is 5 years, with renewal of for up to four (4) additional five (5) year terms
- Provide a full schedule and updates, as they become available, of all activities and programs at the Center
- RENA will operate and staff the Center Monday through Friday 10:00 a.m. to 7:00 p.m. and Saturday from 10:00 a.m. to 6:00 p.m.
- RENA shall maintain the Center facilities in a clean and orderly state
- The Center shall be used for the operation of a community and recreation center open to the general public and all other uses reasonably related thereto
- RENA may charge fees for programs and services at or involving the Center. Any such fees shall not exceed the cost of providing such programs and services
- RENA will enforce County policies
- RENA and County agree to hold annual evaluation review meetings to assess the success and direction of the operation of the Center

FINANCIAL IMPACT: The completion of the Rogers Road Community Center will add a new building to the County’s Facilities Inventory. All routine building maintenance & repair, grounds maintenance, utilities, and property & liability insurance for the Community Center will be the responsibility of Orange County. The estimated annual cost of all maintenance, repair, utilities, and insurance for the new facility is \$9,750. There is no other direct cost to the County associated with the Operations Agreement with Rogers Eubanks Neighborhood Association.

RECOMMENDATION(S): The Manager recommends that the Board receive the presentation, review and provide feedback on the proposed Operations Agreement with the Rogers Eubanks Neighborhood Association (RENA) for the day to day operations of the Rogers Road Community Center.

OPERATIONS AGREEMENT: ROGERS ROAD COMMUNITY CENTER

This Operations Agreement (the "Agreement") for the operation of the community and recreation center at _____ (hereinafter the "Center") is made and entered into this ___ day of _____, 2013, between Rogers Eubanks Neighborhood Association, Incorporated, a North Carolina Nonprofit Corporation (hereinafter "RENA") and Orange County (hereinafter the "County") referred to jointly hereafter as "Parties".

The Parties hereby agree as follows:

1. Term

The term of this Agreement shall be from the day and date first recorded above and shall continue for a period of five (5) years. The Agreement may be renewed as provided herein.

2. Use and Operations

a) Rena Shall:

- i. Provide a full schedule and updates, as they become available, of all activities and programs at the Center.
- ii. Operate and staff the Center Monday through Friday 10:00 a.m. to 7:00 p.m. and Saturday from 10:00 a.m. to 6:00 p.m.
- iii. Immediately notify County of the closure, delayed opening, or early closing of the Center for any reason.
- iv. Provide quarterly analysis report to Center on enrollment, trends, and timing for RENA class, program, and activity sessions.
- v. Enforce County policies, including but not limited to the no smoking policy, while using and operating the Center.
- vi. Maintain worker's compensation insurance covering its personnel working at the Center.
- vii. Maintain general liability insurance coverage as outlined in Section 4 of this Agreement.
- viii. Appoint a liaison to communicate with the County regarding all matters related to this Agreement.
- ix. Maintain the Center facilities in a clean and orderly state. RENA may arrange furniture as may be needed to provide for the orderly operation of the Center.
- x. At the conclusion of each day clean and restore the Center kitchen, bathrooms, and activity rooms to the same state and condition in which they existed prior to use by RENA's volunteers and employees or the public.
- xi. Reimburse County promptly for any damage caused to Center facilities, including but not limited to furniture, kitchen furnishings and/or utilities, computers and other technology equipment, by RENA staff, customers, guests, or invitees.
- xii. The Center shall be used for the operation of a community and recreation center open to the general public and all other uses reasonably related thereto.
- xiii. Comply with all applicable federal, state, and local laws, ordinances, rules, or regulations.
- xiv. May, upon receiving appropriate permitting, serve meals as part of designated programs.

- xv. May, upon receiving appropriate permitting and authorization as required by law and written authorization from the County Manager, serve alcohol as part of approved events.
- b) RENA and Orange County hereby covenant and agree that in conjunction with the operation and use of the Center:
- i. RENA shall operate the Center in accordance with County policies, including facility access, without discrimination and regardless place of residence, to all residents of Orange County;
 - ii. RENA shall not enact policies that have the effect of denying use of the Center by any Orange County residents;
 - iii. RENA shall continuously operate the Center during the term of this Agreement subject to closures due to County-recognized holidays, casualty, condemnation, events of force majeure, or closures caused by any act or omission by County, its agents, employees, contractors, or subcontractors;
 - iv. RENA shall provide janitorial service to the Center and shall maintain the Center in a clean and safe condition free from hazard;
 - v. RENA shall maintain records related to the operations of the Center including accounting and operations records and all such Center records shall remain the property of County and shall be subject to the disclosure provisions of applicable federal and state statutes and regulations and shall be furnished to Orange County upon request;
 - vi. Any and all fixtures purchased by RENA from Center operations funds for use or consumption at the Center are and shall remain property of the County. For purposes of this section the term fixtures includes any kitchen or other appliances. Personal property purchased by RENA shall remain the property of RENA;
 - vii. RENA may charge fees for programs and services at or involving the Center. Any such fees shall not exceed the cost of providing such programs and services.
 - viii. RENA is responsible for any and all repairs that amount to less than two hundred dollars (\$200) per repair or incident. County is responsible for any and all repairs that amount to two hundred dollars (\$200) or more per repair or incident.
 - ix. RENA shall contract with a private hauler for the provision of roll out carts and/or other individual containers for municipal solid waste and recycling. RENA may not seek dumpster infrastructure and service through Chapel Hill or Orange County.
 - x. Orange County shall provide appropriate screening for such roll out carts or other individual containers.
 - xi. RENA shall maintain such roll out carts or other individual containers in the appropriate screened location and shall at due times deliver the roll out carts or individual containers to the curb for collection and return them to their screened locations after collection.
 - xii. RENA shall incorporate standard municipal solid waste and recycling rules and procedures within its operations protocols.

3. Facility Use Guidelines

By this Agreement, the County authorizes the use of the Center only to the extent permitted by the terms of this Agreement. The County does not incur any liability to RENA or any member of the public for RENA's operation and/or use of County property under this agreement and RENA shall defend, indemnify and hold harmless the County from and against any and all claims

related to RENA's operation, use of, or presence at Center facilities. RENA staff and members of the public will abide by County policies while on County property.

The County's facility use policy will serve as the guiding document for operations of the Center. Smoking is prohibited. No staff or visitor shall be permitted under any circumstances to use tobacco products in or on the grounds of any County property including the Center. The use of open flames, gambling, and alcoholic beverages are also prohibited unless appropriately permitted and/or approved in writing by the County Manager as may be required by law. Absolutely no weapons of any kind are allowed on the Center premises.

4. Insurance Requirements

RENA shall provide evidence of general liability insurance to the County by way of a certificate prior to operation and use of the Center. Orange County shall be named as additional insured to RENA's general liability endorsed policy. RENA shall maintain combined single limits not less than \$1,000,000 per occurrence with aggregate limits not less than \$2,000,000 per year. RENA shall provide notice to the County not less than 30 days prior to any cancellation or reduction of any liability coverage and annually provide the County with an updated certificate of insurance on or before each policy renewal date. RENA shall secure liability insurance suitable for any kitchen operations. All such insurance policies and coverages must be approved by the Orange County Risk Manager. The certificate of liability insurance shall be addressed and sent to:

Orange County
Attention: Director of Risk Management Services
200 S. Cameron Street
Hillsborough, NC 27278

5. Access to County Facilities

RENA shall provide a list of volunteers and employees who will be assigned to the Center to the County within five days of the date of signing of this agreement or prior to the employee's or volunteer's first day of work at the Center. County reserves the right to prohibit any individual employee or volunteer of RENA from accessing or providing services on County property, including the Center, or at County events if County determines, in its sole discretion, that such employee poses a threat to the safety or well-being of County employees, guests, customers, or invitees.

RENA shall conduct criminal background checks on each of its employees who will be employed or volunteering at the Center. RENA shall provide documentation that criminal background checks were conducted on each of its employees and/or volunteers prior to assigning them to the Center, and shall refuse employment or volunteer positions in its Center programs to any person convicted of a felony or any other crime that indicates the person poses a threat to the physical safety of County employees, guests, customers, or invitees. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. RENA shall not assign any employee or volunteer to staff the Center pursuant to this Agreement if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any felony involving sexual misconduct, violence, or drugs; (4) any misdemeanor involving sexual misconduct; or (5) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of County employees, guests, customers, or

invitees. Notwithstanding the foregoing, RENA may allow nonviolent juvenile misdemeanants required to perform community service by a court of law or other state mandated program to volunteer at the Center.

6. Observation and Documentation

County staff may observe, photograph, videotape, or audiotape any RENA volunteers or employees, County employees, guests, customers, or invitees. RENA shall secure necessary releases, which authorize County to publish such photographs, videotapes, or audiotapes. Any media coverage of RENA operations of the Center must receive prior authorization from the County Manager. RENA agrees to indemnify and hold County harmless for the failure by RENA to secure necessary releases pursuant to the terms of Section 8 herein.

7. Evaluation

Both RENA and County agree to hold annual evaluation review meetings to assess the success and direction of the operation of the Center.

8. Indemnification

RENA shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts of RENA employees or program participants or from the omission or commission of any act, lawful or unlawful, by RENA, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by County in connection with the defense of said matters.

9. Rental Rate and Administrative Fees

Rental rates and administrative fees shall be consistent with the Orange County Facilities Use Policy. County shall designate which, if any, rooms within the Center may be available for rent to the public or to local community groups. Any such rental shall comply with the Orange County Facilities Use Policy and shall be approved by the Orange County Facilities Management Director. RENA shall pay the County an annual \$25.00 administrative fee.

10. Termination and Renewal

Upon the expiration of the initial term this Agreement may be renewed for up to four (4) additional five (5) year terms only by joint written agreement of both Parties. This Agreement may be terminated by mutual agreement of the Parties. At any time, County may terminate this Agreement and any renewal thereof immediately and without prior notice to RENA if County determines in its sole discretion that the health, safety, or well-being of County employees, guests, customers, or invitees are jeopardized by RENA's operation of the Center.

11. Reorganization or Dissolution

Should RENA undergo a corporate reorganization, restructuring, or voluntary or involuntary dissolution this Agreement shall immediately terminate and RENA will vacate the Center premises.

12. Relationship of the Parties

RENA is a contractor of County. RENA is not a partner, agent, employee, or joint venture of County and neither Party shall hold itself out contrary to these terms by advertising or otherwise. Neither Party shall be bound by any representation, act, or omission whatsoever of the other.

13. Approvals, Amendments, Notices.

Any approval or notice required by the terms of this Agreement shall be in writing and executed by the appropriate party. This Agreement may be amended only by written amendments duly executed by and between both Parties.

14. North Carolina Law.

North Carolina law will govern the interpretation and construction of this Agreement.

15. Entire Agreement.

This Agreement constitutes and expresses the entire agreement and understanding between the Parties concerning the subject matter of this Agreement. This document and any other document incorporated in this Agreement by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.

16. Severability.

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

SIGNATURE PAGE TO FOLLOW

Signers for RENA and the County certify that they are authorized to enter this agreement.

RENA-President

Printed Name

Date

Orange County-Chair

Printed Name

Date

DRAFT

RENA Neighborhood Community Center

Business Plan August 2013

Adopted by the RENA Board of
Directors August 2013

Contact Information

David Caldwell
Davcald778@aol.com

Pam Hemminger
pshemminge@gmail.com

Who We Are

In 2007, this socially cohesive and culturally rich historic community founded a 501(c)(3) tax-exempt organization -- the Rogers Eubanks Neighborhood Association (RENA) -- to formalize a long term ad hoc community alliance and movement. As a community organizing group, RENA needed a place to gather for sharing community resources and development programs. RENA was able to rent a small house in the neighborhood to run a very successful afterschool program and summer day camps. They were also able to distribute much needed food, backpacks and supplies with donations from PORCH and the school system. Harvest Books has stocked and maintained a small lending library. Many volunteers from UNC, Duke and Morris Grove Elementary School have helped with staffing and participated in the programs with children.

Minister Robert Campbell, RENA Director David Caldwell, and RENA Board Member Barbara Hopkins have formed working relationships with Orange County, the Town of Chapel Hill and the Town of Carrboro as well as members from other parts of the North Carolina community. RENA has been a part of collaborative work groups such as the Landowners Group, Unity in the Community Neighborhood Group, Chapel Hill Small Area Plan Task Force, Justice United, Habitat for Humanity, UNC Campus YMCA, Blue Ribbon Mentors and the Enhancement Task Force.

The **RENA Board** consists of 9 members : David Caldwell (Project Director), Robert Campbell (President), Jenny Stroud, Tony Webb, Sharon Bennett, Neola Jones, Barbara Hopkins (Treasurer), Stan Cheron and Tracy Kuhlman. Some of these members also serve on the sub-committee CEER (Citizens to End Environmental Racism) along with many others in the community. RENA employs a CPA (Susan Crisp of Hillsborough) to handle the non-profit book-keeping and to submit the annual IRS 990 form. RENA has traditionally had slightly less than \$50,000 in annual revenues and files the annual IRS short form. With the opening of the Community Center, RENA hopes to bring in more than \$50,000 a year in revenues.

The RENA Community Center opened its doors in the summer of 2010 and closed then temporarily in August, 2012 due to fire code restrictions. The new center, when it opens, will continue to serve the community's needs through its direct access to the neighborhoods that surround it and all the volunteer time and effort. There are many dedicated individuals ready to expand on what this new center can offer the community not only from a place to gather, but to offer classes and a safe haven for children.

The RENA community has grown and changed with the addition of the Habitat for Humanity Phoenix Place subdivision of 50 homes that has brought even more diversity to the area and even more children who need a safe place to learn and play. The new center will incorporate these new families and the five other neighborhoods that make up the Rogers Road Neighborhood with the formation of a governing board called the **Community Unity Board**. This advisory board will have representation from all the local neighborhoods and some from the broader community as well. It will also be a conduit in which to share information and update citizens who live in these neighborhoods.

Community Unity Board:

This board will consist of at least ten members and advise with the activities and programs at the Community Center and will create better communications with the surrounding neighborhoods and the community at large.

:

- 1) Homestead Place Representative
- 2) Phoenix Place Representative
- 3) Rush Hollow Representative
- 4) Glen Brooks Representative
- 5) Meadow Run Representative
- 6) Tally Ho Representative
- 7) Clairemont Representative
- 8) Habitat of Orange County Representative
- 9) Two Representatives from the Community at Large
- 10) A Representative from the RENA Board

Primary goals and Objectives:

- Providing our children and seniors with a safe place to socialize & learn.
- Having a safe place to gather that is open to all individuals
 - An Afterschool safe haven and tutoring opportunities
 - Educational Opportunities - Back to School Bash, Tutoring, Adult Education, ESL, etc.
 - Making technology available to the community for both youth and adults with hosting educational classes
 - Health: Wellness Cooperative, Alliance with Piedmont Health, classes on healthy living
 - Collaboration with the County, Towns and other programs to help educate citizens and keep them informed of issues that affect them.
 - Working with Habitat and others to provide education on home ownership, budgeting and financial literacy.
 - A place to base community events
 - A shared Community Garden
 - A base for food pantry distribution
 - A local lending library
 - A base of operations for all community needs

"Our hope for this community is that it will be transformed into a major part of the development of Chapel Hill. We will be seen as a viable part of the community."

There is a great need in our community for an adequate safe place to gather and learn. The lack of technology resources in the Rogers Road Neighborhood contributes to the continual “digital divide”. Our children need access to computer systems and educators who can help them learn and keep up in school with other children who have access to technology. Our adults and seniors need a place where they can learn and practice with technology in order to stay connected in today’s world. We see the Community Center as a base of operations for giving people who do not have access to technology the ability to learn job market skills, keep up in school and communicate in today’s ever changing world.

Our afterschool programs and summer /holiday day camps provide local children with a safe place to learn and get additional help with school work. Many of our families do not have personal transportation and have difficulty getting their children to libraries, camps and other afterschool activities. We will provide an effective learning environment and an opportunity for supervised care. We have had much success with school staff and other volunteers working with our children to increase academic achievement and foster a healthy learning attitude. Through donations, we provide snacks, books, school supplies and backpacks. It has been a truly valued experience for both the children and the volunteers.

We also see the Community Center as an educational center for our adults. There is a great need for ESL classes, financial education, healthy living information and numerous other requests. We have had many offers from volunteers to reach out in the community and share their expertise with our neighborhoods. Having a local place to base all of these opportunities will help with the transportation issues that have kept some of our citizens from participating. These classes will be open to anyone in Orange County or the Towns who would like to attend.

The following Organizational Values guide the work of RENA:

Meaningful Programs: As an organization, RENA strives to implement and promote programs and projects that are useful, results oriented and meaningful to those who participate in the programs.

Fiscal Responsibility: RENA works to make the most efficient use of both public and private resources while constantly moving toward financial self-sufficiency, working to reduce reliance on grants while improving accountability and efficiency as a community-based business entity within Chapel Hill.

Integration: RENA and the Community Unity Board will work to ensure its classes, programs, and services serve the mission and vision and are reflective of its established values. All individuals will be welcome to participate at the Community Center.

Hours of Operation

Our plan is for the new center to be **open 6 days a week** and for special events.

- Monday through Friday, the center will be open from 10am-2pm with volunteer staff to maintain a place for seniors and mother's morning out programs.
- Then there will be a paid staff position to run the afterschool program from 2:30pm-6pm.
- From 6pm-8pm there will be classes for adults such as ESL, home ownership, health & fitness to name a few.
- On Saturdays the center will be open for special events and as a safe place for children to play and use the computer equipment.
- There will a locked pantry to house the PORCH food donations.
- There will be a lending library open to the community supplied by Harvest Books.
- There will be a computer classroom to help students with their homework and other adults in the area learn how to communicate with computers.

Financial Forecasting:

We are projecting paying for a part time staff person during the week to work the front desk, a part time Director to coordinate programming, a part time book keeper and an Administrator to pursue grant funding and to make sure the Community Center stays involved with the County, Towns and other organizations. These positions have not

been funded in the past, but we are hopeful that we can grow these positions into fully funded positions in the future.

We have been very fortunate to have many volunteers for our afterschool and day camp programs. The donated supplies and food have helped us reach out to the neediest children and allowed us to use our funds to help pay some other local young people as junior counselors, giving them an opportunity to learn responsibilities and have some job experiences. We also provide an opportunity for those needing or desiring volunteer work or community service a place to connect and really make a difference. We have had many volunteer students from both college and high school levels.

There is a great deal of outside regional support for the RENA community. A proposed budget outline is projected below. We have had many regular donors, recurring grants and other in-kind donations. We propose growing all those opportunities and more to increase and maintain a sustainable operating budget. We are looking forward to events such as movie nights, holiday celebrations and community wide dinners.

Projected Revenues from past experiences:

RENA has had several recurring revenue streams to help make it successful and plans on many more. To date revenues include:

Town of Chapel Hill Outside Agency Funding	\$ 7,500
Town of Carrboro Outside Agency Funding	\$ 7,500
EPA Small Community Grants	\$25,000 (2010 & 2011)
Stroud Roses Grant	\$ 7,500 (2011)
An Individual Donor	\$ 1,200 (annually)
Four Church Groups	\$ 2,500 (annually)
Other donations	\$ 8,000-10,000 (annually)

This year, RENA was pleased to accept a Z Smith Reynolds Grant in the amount of \$20,000 for a minimum of 2 years (totaling \$40,000). RENA is still waiting to hear back on several other grants that they have applied for.

Annual REVENUE Forecast Table for Years 1-3

<u>Income</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Donations			
Churches	\$ 2,500	\$ 2,500	\$2,700
An Individual Pledge	\$ 1,200	\$ 1,200	\$1,200
All Other	\$8,000	\$8,600	\$13,000
Grants:			
Governmental Agencies		\$5,000	\$5,000
Town of Chapel Hill	\$7,500	\$7,500	\$7,500
Town of Carrboro	\$7,500	\$7,500	\$7,500
EPA (awaiting confirmation)			
Corporate & Foundation	\$ 20,000	\$20,000	\$21,000
(Z Smith Reynolds Grant)			
Programming Income	\$ 2,000	\$ 3,000	\$ 3,500
Afterschool, summer camps & events			
Total Income	\$48,700	\$55,300	\$61,400

In Kind Donations:

CHCCS Schools, Porch, UNC, Duke, Parks & Rec, Harvest Books, Engineers without Borders, UNC Students, UNC YMCA, Orange Literacy Council, Local area Churches and Healthy Carolinians.

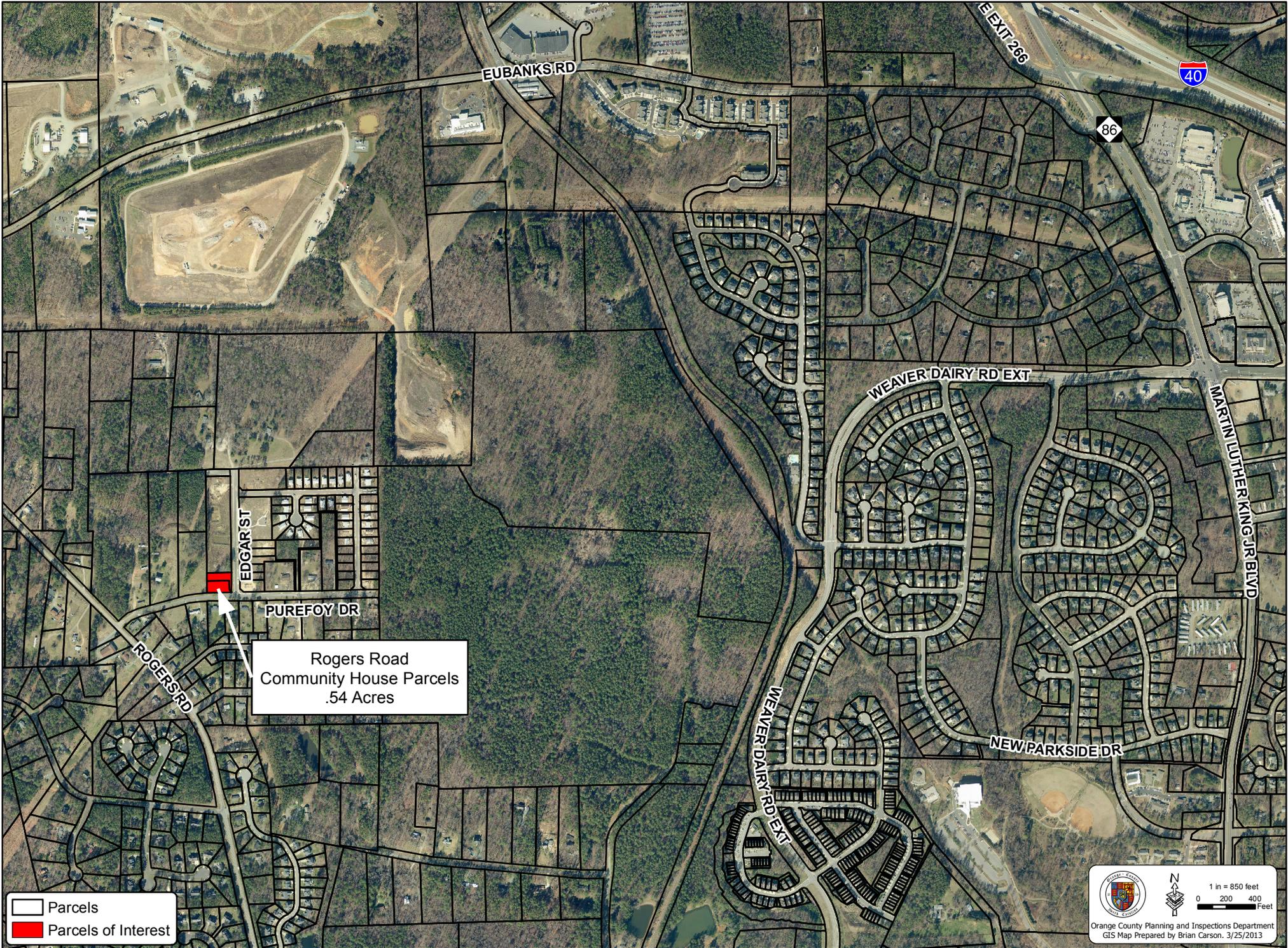
Annual Expenses:	Year 1	Year 2	Year 3
Cleaning & Upkeep	\$ 2,000	\$2,500	\$2,800
Administrative Director	\$12,000	\$14,000	\$15,000
Program Director	\$10,000	\$12,000	\$13,000
Center Staff Coordinator \$10 per hour 20 hours per week	\$10,000	\$11,000	\$12,000
Payroll Related Costs	\$ 2,000	\$2,500	\$3,000
Book Keeper	\$ 4,000	\$4,000	\$5,000
Supplies	\$ 3,700	\$4,000	\$5,000
Insurance	\$ 2,000	\$2,300	\$2,600
Misc	\$ 3,000	\$3,000	\$3,000
Total Expenses	\$ 48,700	\$ 55,300	\$ 61,400

- The first three years will be a learning experience and pay for coordinators may be adjusted. As of now, all workers will be part time and there will be no paid benefits.
- We will have our annual book keeping reviewed by an outside source and work with other business partners in modifying our budget goals.
- RENA has some secured grant funding and will be applying for more grants especially for the afterschool and summer programming.
- This will be a green building and have low utility costs. We based the amounts on the Efland Community Center utilities.

RESOLVE:

If for some reason, the above revenues cannot be met, RENA will adjust its budget to run the center and programs with total volunteer support. RENA has run a very successful afterschool program, summer camp and safe haven support system with a totally volunteer network in the past and we can do it again. We will run a successful Community Center that will strive to become financially sustainable and we are willing to do the work to achieve this goal. The projected revenues and expenses are speculations based on past history of RENA programs and projected costs of running a Community Center such as the Efland Cheeks Community Center. We will adjust our budgeting during the first years and have a better understanding of the associated costs after the first year of operations. Until that time, the known revenues will cover the programming and building utility costs and the staffing will be done on a volunteer level until such time revenues can pay for staffing costs.

We know we can make this Community Center work and be sustainable. We are dedicated and have many willing partners to help us be successful. With this new Community Center everyone in the area benefits.



STATE OF NORTH CAROLINA
 COUNTY OF ORANGE

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), made and entered into as of the last date set forth in the notary acknowledgments below (the “Effective Date”), by and between HABITAT FOR HUMANITY, ORANGE COUNTY, N.C., INC., a nonprofit corporation registered in North Carolina, hereinafter referred to as “Lessor” and ORANGE COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as “Lessee.” Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

WITNESSETH:

WHEREAS, the board of directors of Habitat for Humanity, Orange County NC, Incorporated (“Habitat”) has authorized and approved the execution of this Lease for the purposes herein specified; and

WHEREAS, the execution of this Lease for and on behalf of Lessor has been duly approved by Habitat at a meeting held in the City of _____ North Carolina, on the ____ day of _____, 2013; and

WHEREAS, the Parties have mutually agreed to the terms of this Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the Premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee, for and during the term and under the terms and conditions hereinafter set forth, that certain Premises, with all rights, privileges and appurtenances thereto belonging.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Premises. The “Premises” shall consist of that certain parcel or tract of land lying and being in the _____ Township, Orange County, North Carolina, containing ____ acres, more or less, being more particularly shown and described on Exhibit A, attached hereto and incorporated herein by this reference and having PINs _____ and _____.
2. Term. The term of this Lease shall commence on the Effective Date, and unless sooner terminated, extended, or renewed as provided herein, shall expire on the twentieth (20th) anniversary of the Effective Date at 2400 hours (the “Term”).
3. Rent. Lessee shall pay to Lessor as rental for the Premises the sum of ONE DOLLAR (\$1.00) for the Term.

4. Condition of Premises. Lessor agrees to deliver the Premises to Lessee in its present condition. Except as otherwise expressly provided herein, Lessee acknowledges that the Premises is being delivered “as is”, that Lessee has performed preliminary investigations and reviews and has concluded on its own judgment that the Premises are suitable for the purposes intended, without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) from Lessor or any agent of Lessor. Lessee's entry into possession shall constitute conclusive evidence that as of the date thereof the Premises were in good order and satisfactory condition. Lessee further acknowledges that this Lease is subordinate to all existing easements and rights of way encumbering the Premises, including any easements benefiting adjacent land owned by Lessor.

5. Use of Premises and Leasehold Improvements. The Premises shall be used by Lessee for the construction, maintenance and operation of a public community and recreation facility together with other accessories and appurtenances related thereto, as said facility is more particularly described in Exhibit B attached hereto and incorporated herein by this reference (said facility and all fixtures, accessories and appurtenances constructed or installed on the Premises in connection therewith are collectively referred to herein as the “Leasehold Improvements”). If Lessee ceases to use the Premises for the purposes herein described or makes other uses of the Premises without the express written consent of Lessor, Lessor may terminate this Lease and reenter and take possession of the Premises.

6. Construction of Leasehold Improvements. The Premises shall be developed and the Leasehold Improvements shall be constructed by Lessee, at its sole cost and expense, in compliance with all the applicable governmental laws and regulations. Construction of the Leasehold Improvements shall be deemed to have commenced when Lessee begins site grading or site preparation. All such Leasehold Improvements shall be and remain the property of Lessee.

7. Maintenance and Repair. During the Term, Lessee, at its sole cost and expense, shall maintain in thorough repair and in good and safe condition the Premises and the Leasehold Improvements. Lessee's maintenance obligations shall include, without limitation, such stormwater system(s) on the Premises as may be required by local or state ordinances and regulations.

8. Utilities. Lessee shall be responsible for all charges, fees and expenses associated with the provision of utilities necessary for its construction and use of the Leasehold Improvements and for its occupancy and possession of the Premises.

9. Insurance and Liability.

9.1 Lessee Insurance. Lessee shall obtain adequate insurance coverage in accordance with all applicable laws for (i) general liability, (ii) automobile liability, and (iv) fire and extended coverage with regard to the Lessee's operations on or about Premises and the Leasehold Improvements located thereon. Lessee shall require any of its contractors or agents entering the Premises to obtain and keep in place with well rated insurers, authorized to do business in the State of North Carolina, adequate insurance coverage, as applicable, for (i) statutory workers' compensation including, employers' liability; (ii) comprehensive general

liability including, personal injury, broad form property damage, independent contractor, XCU (explosion, collapse, underground) and products/completed operations; (iii) automobile liability; and (iv) fire and extended coverage insurance. Evidence of compliance with the insurance requirements set out in this provision shall be provided to Lessor prior to commencement of improvements on the Premises.

9.2 Insurance Requirements. All policies maintained by Lessee shall be purchased only from insurers who are authorized to do business in the State of North Carolina, who comply with the requirements thereof, and who carry an A.M. Best Company rating of “A” or “A+.”

9.3 Lessee’s Liability. As between Lessee and Lessor, Lessee, subject to the terms of this Lease, shall be primarily liable for the negligent or intentional acts or omissions of its agents, contractors or employees. As to third parties, Lessee agrees to save Lessor harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about the Premises, which may arise or be claimed to have arisen as a result of the possession, occupation, use or operation of the Premises by Lessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Lessor, its agents or employees. It is the intent of this section that Lessee shall hold Lessor harmless and indemnify Lessor to the extent allowed under North Carolina law.

10. Casualty. In the event the Premises and the Leasehold Improvements, or a substantial part thereof, shall be damaged by fire or other casualty, Lessee may, at its option, terminate this Lease or cause the Premises and the Leasehold Improvements to be repaired or renovated. If Lessee determines to make the necessary repairs or renovations, any proceeds from fire or casualty insurance shall belong to Lessee. In such event, Lessee, at its sole cost and expense, shall cause the repairs and renovations to be made in a good and workmanlike manner, without unreasonably delay, and in compliance with all applicable governmental laws and regulations and the Approved Plans. If Lessee determines not to make the necessary repairs or renovations, then this Lease shall terminate and Lessee, at Lessor’s option, shall cause the Premises to be restored to a condition reasonably approximating that existing at the Effective Date and any proceeds from fire or other casualty insurance, less payment for any permitted indebtedness thereon, payment to Lessee for its personal property located on the Premises and any payment necessary to restore the Premises, shall belong to Lessor. Lessee’s determination concerning repair as stated in this Section shall be given to Lessor in writing within ninety (90) days of the fire or casualty causing the damage.

11. Hazardous Materials.

11.1 Definitions. For purposes of this Lease: (i) “Hazardous Material” or “Hazardous Materials” means and includes, without limitation, (a) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (b) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“CERCLA”), or in any applicable state or local law or regulation, (c) gasoline, or any other petroleum product or by-product, (d) toxic substances, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be

amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Section 14 which arise out of events or actions occurring prior to the expiration or termination of this Lease shall survive the assignment of this Lease and the expiration, termination, cancellation or release of record of this Lease.

11.2 Lessee Not Liable for Hazardous Materials. Lessee shall not be responsible for any damage, loss, or expense resulting from the prior existence on the Premises of any Hazardous Material. Lessee shall be responsible for any damage, loss, or expense resulting from the existence on the Premises of any Hazardous Material generated, stored, disposed of or transported to or over the Premises resulting from Lessee's improvements made to the Premises.

11.3 Lessee's Obligations. Lessee shall give Lessor immediate written notice of any problem, Release, threatened Release or discovery of any Hazardous Materials on or about the Premises or claim thereof. If such problem, Release, threatened Release or discovery was caused by Lessee, its employees, agents, contractors, invitees or licensees, this notice shall include a description of measures taken or proposed to be taken by Lessee to contain and/or remediate the Release of Hazardous Materials and any resultant damage to or impact on property, persons and/or the environment (which term includes, without limitation, soil, surface water or groundwater) on, under or about the Premises. In the event of a Release caused solely by Lessee and at Lessee's own expense, Lessee shall promptly take all steps necessary to clean up or remediate any Release of Hazardous Materials, comply with all Environmental Laws and otherwise report and/or coordinate with Lessor and all appropriate governmental agencies.

11.4 Liability. To the extent allowed by North Carolina law Lessor agrees to save Lessee harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expense (including, without limitation, attorneys' and experts' fees) and claims of any and every kind of whatsoever paid, incurred, suffered by, or asserted against Lessee with respect to, or as a direct or indirect result of the violation of any Environmental Laws applicable to the Premises, to the extent that such violation is caused by the activities of Lessor or any predecessor in interest to Lessor. To the extent allowed by North Carolina law Lessee agrees to save Lessor harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expense (including, without limitation, attorneys' and experts' fees) and claims of any and

every kind of whatsoever paid, incurred, suffered by, or asserted against Lessor with respect to, or as a direct or indirect result of the violation of any Environmental Laws applicable to the Premises, to the extent that such violation is caused by the activities of Lessee.

12. Waste / Interference. Lessee shall not use the Premises in any manner that will constitute waste.

13. Compliance. Lessee agrees to comply, at Lessee's sole cost and expense, with all governmental laws, rules, ordinances and regulations applicable to the Premises or Lessee's use and occupancy thereof.

14. Liens. Lessee agrees to pay all lawful claims associated with the construction of the Leasehold Improvements on a timely basis and shall save Lessor harmless from and against any and all claims by third parties and contractors arising out of the construction of the Leasehold Improvements. Lessee shall not encumber the Premises with any mortgages or permit any mechanic's, materialman's, contractor's, subcontractor's or other similar lien arising from any work of improvement performed by or on behalf of Lessee, however it may arise, to stand against the Premises. In the event the Premises are encumbered by any such lien, Lessee may in good faith contest the claim underlying such lien

15. Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee (an "Event of Default"):

15.1 Vacation / Abandonment. Lessee ceases to occupy, abandons or vacates the Premises for the purposes of this Lease before the expiration of the Term.

15.2 Unlawful Purpose. If Lessee allows the Premises to be used for any unlawful purpose.

15.3 Use by Habitat Homeowners. Lessee causes the Premises to be unavailable for the use and enjoyment of Habitat for Humanity Homeowners residing in Orange County, North Carolina, and their families and invitees.

16. Lessor's Remedies. Upon the occurrence of any Event of Default or failure by Lessee to perform any obligation of Lessee under this Lease, which failure is not cured within the specific time periods provided in this Lease or if no specific time period is provided, then within one hundred eighty (180) days after written notice to Lessee (or if such failure cannot be cured within one hundred eighty (180) days, then within a reasonable period of time, provided Lessee proceeds promptly and diligently to cure such breach), whichever occurs first, then Lessor, at its option may (i) terminate Lessee's right to possession of the Premises at any time by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor; and/or (ii) pursue any other remedy now or hereafter available to Lessor under North Carolina law.

17. Right of Lessor to Re-Enter. In the event of any termination of this Lease by Lessor or

the enforcement of any other remedy by Lessor under this Lease, Lessor shall have the immediate right to enter upon and repossess the Premises and remove or store Lessee's personal property and Leasehold Improvements in accordance with the terms of Section 19. Lessee hereby waives all claims arising from Lessor's re-entering and taking possession of the Premises and removing and storing the property of Lessee as permitted under this Lease and will save and hold Lessor harmless from all losses, costs or damages occasioned Lessor thereby. No such reentry shall be considered or construed to be a forcible entry by Lessor.

18. Legal Costs. In the event of any breach each Party shall be solely responsible for that Party's own legal costs and expenses including reasonable attorney's fees. .

19. Ownership of Leasehold Improvements; Surrender of Premises. During the Term, ownership of the Leasehold Improvements shall be in Lessee. At the expiration of the Term or the earlier termination of this Lease, Lessee shall promptly quit and surrender the Premises in good order, condition and repair, ordinary wear and tear excepted. The Leasehold Improvements shall remain the property of Lessee for a period of ninety (90) days. The Parties shall work together to remove such Leasehold Improvements from the premises within a reasonable time with such removal being at the sole expense of the Lessee. At the termination of this Lease, Lessee shall remove any and all of Lessee's personal property, trade fixtures and equipment from the Premises. All leasehold improvements and such personal property, trade fixtures and equipment not so removed by Lessee and remaining on the Premises ninety (90) days after the termination of this Lease shall, at Lessor's option, become the property of Lessor or Lessor may have the property removed or stored, at Lessee's expense.

20. Holdover. In the event Lessee remains in possession of the Premises after the expiration of the Term and without an extension, renewal, or the execution of a new lease, Lessee shall occupy the Premises as a tenancy at sufferance subject to all of the conditions of this Lease insofar as consistent with such a tenancy. However, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

21. Miscellaneous.

21.1 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

21.2 Authority. Each person executing this Lease on behalf of Lessee does hereby represent and warrant that that this Lease was duly approved by the governing body of Lessee, that this Lease is the act and deed of Lessee, that Lessee has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and that each person signing this Lease on behalf of Lessee is duly and validly authorized to do so. Each person executing this Lease on behalf of Lessor does hereby represent and warrant that that this Lease was duly approved by the governing body of Lessor, that this Lease is the act and deed of Lessor, that Lessor has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and that each person signing this Lease on behalf of Lessor is duly and validly authorized to do so.

21.3 Relationship Between Parties. Nothing in this Lease shall be construed to render

the Lessor in any way or for any purpose a partner, joint venturer, or associate in any relationship with Lessee other than that of Lessor and Lessee, nor shall this Lease be construed to authorize either to act as agent for the other.

21.4 Applicable Law. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

21.5 Entire Agreement. This instrument contains the entire agreement between the Parties, and no statement, premise, inducement, representation or prior agreement which is not contained in this written Lease shall be valid or binding.

21.6 Amendment. No amendment, modification, alteration, renewal, extension, or revision of this Lease shall be valid and binding unless made in writing and signed by Lessee and Lessor.

21.7 Construction of Language. The terms “lease,” “lease agreement” or “agreement” shall be inclusive of each other, and also shall include renewals, extensions, or modifications of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words of the singular shall be held to include the plural and the plural to include the singular when the sense requires. The section or paragraph headings and the titles are not a part of this Lease and shall have no effect upon the construction and interpretation of any part hereof.

21.8 Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

21.9 Effect of Waiver or Forbearance. No covenant or condition of this Lease can be waived except by written consent of the Parties. A waiver of any covenant or condition on one occasion shall not be deemed a waiver of said covenant or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Lessee, and until Lessee has completely performed all covenants and conditions of this Lease, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or any law or equity despite such forbearance or indulgence.

21.10 Survival. All obligations accruing prior to expiration of the term of this Lease shall survive the expiration or other termination of this Lease.

21.11 Lessor’s Remedies Cumulative. The rights and remedies of Lessor specified in this Lease shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Lease.

21.12 Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21.13 Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

21.14 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

21.15 Renewal. At the option of Lessee this Lease may be renewed for up to four (4) twenty (20) year terms.

21.16 Memorandum of Lease for Recording. At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Lease by reference.

21.17 Notices. All notices herein provided to be given, or to which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Lessor: Habitat for Humanity, Orange County, N.C., Inc.
 Attn: Susan Levy, Executive Director
 88 Vilcom Center Drive, L110
 Chapel Hill, NC 27514

To Lessee: Orange County
 Attn: County Manager
 Post Office Box 8181
 Hillsborough, NC 27278

The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following page]

IN TESTIMONY WHEREOF, Lessor has caused this instrument to be executed in its name by _____, attested by _____, and its corporate seal affixed hereto, by authority duly given; and Lessee has caused this instrument to be executed in its name by its Chair of the Board of Commissioners or County Manager, attested, by its Clerk and its County seal hereto affixed by authority duly given, all as of the dates set forth in the notary acknowledgments below.

LESSEE:

ORANGE COUNTY

By: _____

Print Name: _____

Title: _____

ATTEST:

Clerk (Seal)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the Orange County and that by authority duly given and as an act of the Orange County, the foregoing instrument was signed by _____, its _____, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2013.

My Commission Expires: _____
Notary Public
Print Name: _____

LESSOR:

HABITAT FOR HUMANITY, ORANGE COUNTY, N.C., INC.

By: _____
Director

ATTEST:

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, _____, a Notary Public in and for Orange county and State of North Carolina, do hereby certify that _____, personally came before me this day and acknowledged that she is _____, and that by authority duly given and as the act of Habitat for Humanity, Orange County, N.C., Inc., the foregoing instrument was signed in its name by _____, sealed with the corporate seal, and attested by herself as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2013.

My Commission Expires: _____

Notary Public
Print Name: _____

EXHIBIT A

Description of Premises

Lying and being in Orange County, North Carolina and being more particularly described as follows:

EXHIBIT B

Leasehold Improvements

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

Action Agenda

Item No. 5-a

SUBJECT: MINUTES

DEPARTMENT:

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

Draft Minutes

INFORMATION CONTACT:

Donna Baker, 245-2130

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

May 14, 2013	BOCC Work Session
May 30, 2013	BOCC Budget Public Hearing
June 6, 2013	BOCC Budget Work Session
June 11, 2013	BOCC Budget Work Session

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
2
3
4 **DRAFT**

5 **MINUTES**
6 **BOARD OF COMMISSIONERS**
7 **BUDGET WORK SESSION**
8 **May 14, 2013**
9 **7:00 p.m.**

10 The Orange County Board of Commissioners met for a Work Session on Thursday, May
11 14, 2013 at 7:00 p.m. at the Southern Human Services Center in Chapel Hill, N.C.

12
13 **COUNTY COMMISSIONERS PRESENT:** Chair Jacobs and Commissioners Alice M. Gordon,
14 Barry Jacobs, Earl, McKee, Bernadette Pelissier, Renee Price and Penny Rich

15 **COUNTY COMMISSIONERS ABSENT:**

16 **COUNTY ATTORNEYS PRESENT:**

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

20
21
22 **1. Review of Draft Orange County Public Library Strategic Plan 2013-2016**

23
24 Lucinda Munger said the purpose tonight is for the Board to receive a presentation on
25 the Library's strategic plan by Dr. Anthony Chow, who is with UNC-Greensboro and is also the
26 state library consultant. She said that, following the presentation, the Board's suggestions will
27 be incorporated into the plan that is due to the State Library.

28
29 **Executive Summary**

30 Funded by the North Carolina State Library, Dr. Anthony Chow, a state library
31 consultant, helped conduct a community needs analysis (CNA) for the Orange County Public
32 Library (OCPL) over a three month period from September to November 2012. This was
33 followed up by a comprehensive four month strategic planning process that took place from
34 January to April 2013. Approximately 500 community members participated in the initial
35 community needs analysis (involving interviews of community leaders (n=11), community
36 forums (n=4), two staff focus groups, and online and hard copy survey responses (gathered
37 both inside the library and outside in the community). Another 300 members participated in
38 nine community focus groups, and hard copy and online surveys focused on community input
39 into the strategic plan.

40
41 A video presentation was shown.

42
43 Dr. Anthony Chow said Phase I was the Community Needs Assessment. He said the
44 group took samplings, both random and community-wide. He said the methods included:
45 interviews, focus groups, hard copies of survey and on-line surveys.

46
47 Presentation- questions asked:

- 48 • How do you use the library?
- 49 • What is a 21st Century library?
- 50 • Why are libraries important?

1
2 Dr. Anthony Chow said Phase II began after the first of the year, and this phase
3 responded to needs that were identified, and worked on aligning community goals with
4 organizational goals. The process included: internal organizational workgroups, community
5 interviews, focus groups and surveys. The sampling size was about 800 (500 for the
6 community assessment and 300 for the strategic plan).
7

8 Community Needs:

- 9 • Books and other printed and non-print materials
10 • Children's programming
11 • Information Technology access
12 • A place to meet and to be
13 • Education and self-enlightenment
14

15 Strategic goals:

- 16 • Organizational excellence
17 • Technology literacy and access
18 • Resources and Programming
19 • Seamless Library Services
20 • Building Community Connections
21

22 Data Analytics:

- 23 • Goals
24 • Performance Metrics
25 • Continuous Improvements
26 • Orange County Public Library Dashboard
27

28 The library's primary strengths are its staff and existing high quality resources and
29 services, as well as strong county and community support. Its main opportunities for
30 improvement involve: continuing to work towards seamless library services with municipalities
31 such as Chapel Hill, increasing outreach and partnership activities with fellow city and county
32 agencies and other community organizations; continuing to offer relevant programming and
33 services; and seeking to reach out to underserved populations.

34 Based on the results of this study, the following six priority areas were recommended for
35 consideration as strategic goals and objectives for the Orange County Library system:

- 36 **1) Develop a countywide seamless library services integration plan.**
37 **2) Identify a list of prioritized and aligned library and information services by library**
38 **demographic profile.**
39 **3) Develop a technology integration plan.**
40 **4) Develop a comprehensive marketing and outreach plan, emphasizing partnerships**
41 **and community collaboration.**
42 **5) Prioritize funding to strengthen its core suite of services.**
43 **6) Prioritize high quality organizational communication, training and culture.**
44

45 Dr. Anthony Chow said the last part of the process will be data analytics. This will be a
46 metric to measure success. He said that this involves identifying goals and performance
47 measures. He said that this will allow an establishment of the current situation and will allow for
48 continuous improvement. He showed an example of the Orange County Public Library

1 dashboard. He noted that the eight libraries involved in this pilot study have dashboards
2 created for them.

3 Lucinda Munger said more work will be done this summer to develop more tactics to
4 support this plan.

5 Chair Jacobs noted that tonight's meeting site was switched in order for Carrboro
6 Aldermen to attend, but the Aldermen have their own meeting tonight.

7 Lucinda Munger said she did send the plan to the Board of Alderman, as well as the
8 Hillsborough Town Council, and she asked for comments from both.

9 Commissioner Price referred to page 30 regarding the community needs assessment.
10 She questioned how Orange County is described, and she said that there are African and
11 Native American residents in the county. She would like to see this diversity reflected in the
12 plan. She referred to the demographics regarding location and access and said she did not
13 notice anything about family income being taken into consideration.

14 Dr. Anthony Chow said there is a family income demographic sort further on in the
15 report, but this was not collected regionally during the process.

16 Commissioner McKee asked if any of the information gathered in the focus groups was
17 surprising or unique to Orange County.

18 Dr. Anthony Chow answered no. He said that the five broad categories listed came up
19 repeatedly, especially the request for books. He said the rural community always has issues
20 with access across the state.

21 Commissioner McKee said he still likes books, and he is glad to hear others feel that
22 way too. He said that access is a key for everyone, whether urban or rural.

23 Dr. Anthony Chow said there is a lot of feedback on internet access and transportation.

24 Commissioner Rich said, with two different library systems in the county (municipal and
25 county), she thought that there was supposed to be some sort of inter-local agreement in place
26 by 2016.

27 Lucinda Munger said the interoperability agreement is moving forward in small steps.
28 She said this is part of the 21st century library concept.

29 Commissioner Rich asked Dr. Anthony Chow if he had dealt with this before.

30 Dr. Anthony Chow said the state is more interested in the county-wide perspective. He
31 said he thinks that libraries are a source of community pride and county and municipal conflict
32 is common across communities. He said that he feels that integration is the way of the future.

33 Commissioner Gordon asked what will be included in the final report.

34 Dr. Anthony Chow said it will be a more thorough version of what was presented tonight
35 in the draft plan. He said that the community needs analysis was very comprehensive and will
36 be the appendix of the final report. He said that there needs to be a deeper analysis of the
37 trends in the focus groups, as well as an overall summary of the project and a final chapter on
38 data analytics.

39 Commissioner Gordon asked why he didn't know what the metrics would be by now.

40 Dr. Anthony Chow said 2/3 of the metrics were identified already by the state, and the
41 last 1/3 was left to develop as part of the process. He said the community needs assessment is
42 going to help with this last part. Once the goals were identified, then the metrics could be
43 developed to measure the progress toward those goals.

44 Commissioner Gordon asked if the grant was for the community needs assessment.

45 Dr. Anthony Chow said the grant is for the strategic plan.

46 Commissioner Gordon said, speaking from a research perspective, this is not what she
47 expected.

48 Commissioner Dorosin asked when there will be specific action items to implement
49 these objectives, rather than just a "zoomed out" view of information.

1 Lucinda Munger said staff is working on this, and the goal was to get the Board of
2 County Commissioners feedback tonight. She said that the next step will be to refine the
3 actions and procedures to support the goals. She said the staff will be working with the
4 Manager's office, HR, IT and finance to define in concrete terms what can be done. She said
5 this will be part of the final plan that will be brought back in the fall.

6 Commissioner Dorosin asked if the plan is for the Board of County Commissioners to
7 sign off on this draft, and then in 6-8 months staff will come back with the final plan.

8 Lucinda Munger answered yes.

9 Commissioner Pelissier asked if this had been reviewed by the Town of Chapel Hill.

10 Lucinda Munger said no. She said that there is no Orange County library location in
11 Chapel Hill. She said that Chapel Hill is a separate municipal library. She said that Chapel Hill
12 may have interest in this, but it is not for them to approve or comment on at this time. She said
13 that Carrboro and Hillsborough did get a copy, because there are County libraries in these
14 towns.

15 Commissioner Pelissier questioned why this is the choice if the County wants to build
16 toward collaboration and seamless service. She said it is not so much about approval, but it is
17 a responsibility to plan for all libraries in the county. She asked if this should not at least be
18 shared with Chapel Hill.

19 Dr. Anthony Chow said he agreed, and he said it would be a wise thing to do.

20 Commissioner Pelissier if there are resources to help in gaining information on best
21 practices so that the County does not have to re-invent the wheel.

22 Lucinda Munger said yes, this has been looked at with other libraries in other counties.
23 She said these can findings can and must be tailored to meet the needs of Orange County.

24 Dr. Anthony Chow said there are now companies that are creating demographics
25 information that can allow a macro perspective.

26 Commissioner Price said she uses the library a lot. She asked if children in the
27 interviews felt that the library was an extension of school, or if the children are just coming for
28 fun.

29 Lucinda Munger said both are true. She said the library is an extension of school and a
30 place to do homework. However, she said it is also a place for Lego club and other fun
31 activities.

32 Commissioner Price and Chair Jacobs asked about the letter from Carrboro regarding
33 additional library sites.

34 Lucinda Munger said the last time staff met with the Board of Aldermen, the board
35 mentioned that they would like to submit more library sites for consideration by Orange County.
36 The letter mentioned a preference for a particular site. She said staff will review this over the
37 summer and do analysis on these 4 additional sites. She said these results will be brought
38 back next fall and the decision will be transmitted back to Carrboro.

39 Chair Jacobs said he was not clear in listening to responses to the Commissioners'
40 questions as to what the timeframe is for the final report. He said this is a foundation, but the
41 Board has to make decisions during the budget process for the following fiscal year. He asked
42 when the staff will need further direction.

43 Lucinda Munger said the hope is for this to be brought back in late September or early
44 October 2013 to begin the implementation.

45 Chair Jacobs agreed with Commissioner Pelissier about sharing this draft with the Town
46 of Chapel Hill. He said that Chapel Hill residents do fund the Orange County Libraries and
47 therefore have a stake in this. He said the Board will be meeting with Chapel Hill in November.
48 He said that it would be ideal for the town to be able to see and digest this report, as library
49 services will be part of that discussion.

1 Chair Jacobs asked what happened to the library services task force and if the Board
2 should strike this from the books if there is no place for it in the planning process.
3

4 Lucinda Munger said the members of the 2007 task force were part of the leadership
5 survey on the plan through individual conversations. She said that, because the plan is due in
6 this form to the state library by June 28th, 2013, feedback is needed from the Board of County
7 Commissioners tonight. She said staff will continue to reach out to the community, though it
8 may not be a formal work group. She said that this plan needs to be reviewed annually in order
9 to be viable. She said she hopes to involve citizens on a broader scale, while seeking out some
10 of the leaders of that task force.

11 Chair Jacobs asked that this information be included when the final recommendation is
12 brought back.

13 Commissioner McKee said that when this comes back in the fall, staff needs to address
14 the parking issue, including the availability of free parking.

15 Lucinda Munger said this was brought up at a prior work session, and the Board of
16 Alderman is aware that this is an issue for the library and downtown in general. She said that
17 there is a town owned property that may be converted into a parking area.

18 Commissioner Gordon said she would like to see a more formal detailed statement of
19 how the needs assessment relates to the goals and objectives, as well as the metrics.

20 Dr. Anthony Chow described what a 21st century library will look like. He said that core
21 services that have been identified show little change, but the means by which these are met are
22 changing. He said there is more choice, and technology is value-added, but not a replacement.
23 He noted that patrons still express a desire for both books and e-books. He said the trend
24 shows that urban libraries are becoming a mixed use space and a social place. He said there
25 is more versatility and diversity of services.
26

27 **2. Assessment of Jail Alternative Programs**

28
29 Michael Talbert reviewed the following background information from the abstract:

30 In October 2012, the NC Council of State authorized issuance of a 50 year land lease to
31 Orange County for approximately 6.8 acres for construction of a Jail facility. The proposed new
32 Jail is included in the County's FY 2013-18 CIP, with an estimated total project cost of
33 \$30,250,000. A consultant has been retained to evaluate the site and determine the best
34 configuration of the potential site, along with any constraints (environmental/regulatory for
35 example) that might impact the development. Site related planning costs have been included in
36 the CIP at \$250,000 for FY 2013-14. Construction cost estimates from firms in the business of
37 building detention facilities range from \$80,000 to \$120,000 per bed. The new jail is intended to
38 house a minimum of 250 prisoners and provide support spaces needed for such a facility. Site
39 design costs are planned for FY 2015-16, and Architectural/Engineering costs are included in
40 FY 2016-17, with construction costs in FY 2017-18.

41 The proposed new Jail project involves the review of jail alternative programs, individual
42 program effectiveness and impact on the inmate population of the Orange County Jail. At the
43 Board's August 30, 2012 work session, District Court Judge Joseph M. Buckner presented an
44 overview of Court Programs to the Board. Attachment A is the PowerPoint presented by Judge
45 Buckner that outlines Court Programs.

46 The County requested and has received a proposal from Solutions for Local
47 Government, Inc., to assess Jail Alternative Programs in Orange County. Before planning for a
48 new jail begins, a comprehensive assessment of jail alternative programs needs to be
49 completed. Solutions for Local Government, Inc. has experience evaluating alternatives to
50 incarceration related programs and assessing the impact on jail population. Attachment B

1 outlines a proposed scope of services to evaluate current alternatives to incarceration
2 programs.

3 Michael Talbert said that Steve Allan, consultant from Solutions for Local Government,
4 intends to track and retrieve data and program information for three years. He will interview key
5 players, including district court judges, senior superior court judges, district attorneys, public
6 defenders and others. Michael Talbert hopes the end result will be a comprehensive report that
7 outlines the services provided, as well as the impact in the community and in the jail population.

8 Michael Talbert said that the purpose for tonight is discussion and feedback. He said
9 that if the Board chooses to proceed in this direction, Steve Allan can begin during the summer
10 and will have results back by October.

11 Frank Clifton said this is an important step in maximizing alternatives to jail space, and
12 to begin the process of jail planning and design. He said Steve Allan has been involved in jail
13 planning and other studies of this nature; so his input will be valuable in adjusting plans prior to
14 bringing on an architectural design team.

15 Commissioner Pelissier asked if there will be any consideration of other programs that
16 currently do not exist but are allowable under current legislation.

17 Steve Allan said this will typically come up as he goes through the process. He said that
18 different terminology is used by different areas. He gave examples, such as house arrest and
19 ankle use, as well as work release. He said this will be looked at, and he offered to add a
20 bullet of additional programs to be suggested. He feels that the current programs are likely
21 sufficient for the current jail population. .

22 Commissioner Pelissier asked if there are places, such as School of Government, that
23 might have ideas for program enhancement. She would like to fully explore all possibilities to
24 reduce incarceration.

25 Steve Allan said the jail population will dictate what can be done in any given place. He
26 said there is a point where only a certain number of people can be released. He said he will
27 include a section in his report to identify any new ideas that might be given.

28 Commissioner Dorosin said he is looking at the scope of services and he questions the
29 need for an outside consultant. He believes the assessment phase would be collecting data
30 that is routinely collected now by staff. He asked why this data cannot be used and said this is
31 a concern for him. He said another concern is how this report is going to affect the County
32 building a new jail. He said these program alternatives are good, but he does not see the
33 connection.

34 Frank Clifton said the issues are that many people involved in this proposal are state
35 elected employees with individual perspectives on how things should be done; however in
36 almost every case the county has to assume responsibility for the expense. He said that when
37 you tie that with the County's responsibility of providing jail space, and the consideration of a
38 changing environment, it is problematic. He said there are elements of information from the
39 court staff that are not in agreement with the County staff perspective, and there is need for an
40 outside opinion. He said that there are 100 counties in the state and many different
41 approaches.

42 Frank Clifton said the numbers for the jail are based on a general total population
43 estimate that allows for growth. He said one element could be a phase development for the jail
44 that involves the addition of pods over time to increase size as needed. He said that there must
45 be some space, other than the pods, incorporated in the initial phase for programming and
46 activities.

47 Frank Clifton said there are a large number of different elements, and the County staff
48 members are not experts on the criminal justice system. He said it is best to have a broader
49 view and to have someone like Steve Allan with experience in this area.

1 Commissioner Dorosin said that part of this description will have Steve Allan talking to
2 the same people Frank Clifton refers to as not being experts.
3

4 Commissioner Dorosin said he does not want another study like the library study plan
5 that was just seen. He wants to see some direct correlation in the results of the report and how
6 the jail will be designed. He said if this is the case he would like this to be laid out more clearly
7 in the prospectus.

8 Frank Clifton said the issue is that jails aren't built that often and \$30m is a substantial
9 investment. He said that he can't tell the Board that the study will save them a dollar in the
10 future; but he can say that this report will give a basis for the design of the jail to incorporate
11 savings over the life of the facility.

12 Michael Talbert said a lot of court information is kept, but this does not tell how
13 effectively the programs are working. He said that this is part of what the consultant will look at.
14 He said that this is a starting point; and moving forward the plan will be refined, and numbers
15 may change. He said the reality is that there is overcrowding on a daily basis in the current jail
16 and this cannot continue. He said that expanding or making renovations to the existing jail is
17 not an option. He said this is a good site and a good starting point.

18 Chair Jacobs said when this topic first came up, he suggested a group modeled after
19 the Emergency Services work group. He said this group had both stakeholders and County
20 Commissioners involved. He feels that the explicit purpose should be to address whether the
21 County needs the proposed jail capacity. He said the sheriff takes as many federal prisoners
22 as possible to help defray the cost of his budget. He said that if there are not as many federal
23 prisoners being taken, or if the federal policies change and fewer prisoners come, then the
24 facility will have been vastly overbuilt.

25 Chair Jacobs would like a more interactive discussion among professionals, rather than
26 one consultant talking to everyone, similar to the Emergency Services work group.

27 Chair Jacobs discussed a meeting that included a speaker who was a sheriff from
28 Colorado. The speaker reduced his jail population using alternative sentencing and diversion
29 programs with community support.

30 Steve Allan said that the interactive work group is listed as item 6 on the scope of
31 services.

32 Chair Jacobs said this does not specify who will be the participating stakeholders; this
33 only lists who will be interviewed.

34 Michael Talbert said if the Board would like to follow the model of Emergency Services
35 then a work group will need to be appointed now. Then the process will begin now, and the
36 consultant will be used only after the group decides what should be looked at. He said this is
37 strictly a Commissioner call.

38 Commissioner Gordon said she would like to reinforce what Commissioner Dorosin said.
39 She said that the specific deliverables don't seem to match up with the overall purpose of the
40 study. She said that the overall purpose of the study is to look at how this will affect the new jail
41 discussion. She reviewed the deliverables and said that what is missing are the performance
42 measures. She said that there should be a specific assessment or measure of the models and
43 how they relate. She said there needs to be a re-working of the prospectus to show how it
44 meets the questions set out, and it needs to show the performance measures.

45 Commissioner Pelissier said the primary goal is to look at how each programs can
46 minimize the number of jail beds. She said this is the primary outcome measure.

47 Commissioner Pelissier said she attended a conference in Buncombe County, where
48 the jail has in-house drug case management. She said this saves money by preventing future
49 arrests. She said this proves it is not just about jail diversion programs but also what can be
50 done during incarceration to prevent future arrests. She said that mental health services are

1 also key in keeping inmates from multiple incarcerations. She said that she realizes the state is
2 the primary party responsible for funding of mental health services, and there have been
3 several cutbacks. She questioned if there are other things that can be done to address this.

4 Steve Allan said this is now an added to-do list. He said of the three major jail systems,
5 federal has the lowest population with mental illness, followed by state. Local county jails have
6 the highest population of mental illness. He said that there are many dictates from the federal
7 level, yet the local level is dealing with the results of the state mental health cutbacks.

8 Steve Allen said that the professionals working in these programs know what works and
9 what doesn't. He said that he is happy to partner with a work group and facilitate the discussion
10 of what works, what doesn't, and why. He said there is a difference in what sounds good
11 and what works, and you don't know until you dig in and find out the facts. He said there are a
12 lot of pre-release mental health programs and the results do tend to be better.

13 Steve Allen said this is a comprehensive process and there will be a lot of discussion.
14 He said he will be happy to discuss with staff where bullet points are to be added. He said the
15 Board of County Commissioners has brought up more than what he had discussed with staff,
16 but he is happy to help.

17 Chair Jacobs said this is a Board of County Commissioners decision on the shape of the
18 study.

19 Commissioner McKee said that with the stakeholders and staff upholding and defending
20 their perceptions of the County needs as part of the Emergency Services work group, it would
21 have been a circular discussion without the direction of Steve Allan. He said that the discussion
22 would not have progressed to the point that it did. He feels this issue will have positions that
23 people hold strongly due to individual viewpoints and perceptions based on differing jobs in the
24 justice system. He said the Emergency Services work group was a board driven decision. He
25 said that as the scope of services expands, the cost will also expand.

26 Commissioner Rich said she is interested in how the Board of County Commissioners
27 views this work group and who is involved. She is unclear on who is involved and who the
28 stakeholders would be.

29 Commissioner Price asked, if the Board decides to proceed with more alternative
30 programs, how will these will be funded.

31 Chair Jacobs said you need to look at what the alternatives are and then you look at the
32 costs, both socially and financially.

33 Commissioner Price said she feels that the measurement of the social cost, and what is
34 done for society, is very important.

35 Frank Clifton said his thoughts would be that a couple of Board of County
36 Commissioners would be involved in these proposed meetings as part of the process. He said
37 that the included list only has the outsiders who will be involved. He said within their resources
38 available to fund these programs, the County needs to look at which programs will get the most
39 impact or "bang for their buck".

40 Chair Jacobs said there are three things to add: 1. Clarity on what the deliverables are;
41 2. Clearer articulation on how to minimize the number of jail beds; and 3. Clear articulation
42 regarding who the stakeholders are.

43 He suggested this be brought back to the board for final approval; then the stakeholders
44 can assess whether the scope is sufficient or if there is need to analyze more programs. He
45 said stakeholders can then check in with the Board before doing the work group process with
46 Steve Allan. He said the group could also propose, along with Steve Allan, a clear timeframe,
47 and a clear set of goals to present to the public. He suggested a clear timeline should be
48 established so this process does not go on too long. He noted that providing clarity in the
49 process will help with buy-in from the community.

1 Commissioner Gordon said she would like to see a revised proposal that makes the
2 scope clear.

3 Frank Clifton suggested that the Board may want to think about which Commissioners
4 would like to be a part of the work group.

5 6 **3. Agricultural Support Enterprises**

7
8 Perdita Holtz presented the following PowerPoint slides:

9 10 **Agricultural Support Enterprises (ASE)**

11 BOCC work session

12 May 14, 2013

13 14 **History**

- 15 • A work-in-progress since 2001
- 16 • On several BOCC agendas through the years
- 17 • Two Components:
 - 18 – New conditional zoning district
 - 19 – ASE Manual
- 20 • Changes in State Statutes in 2011
 - 21 – Further defined a “bona fide farm”
 - 22 – Some enterprises that may have formerly required zoning permits may now be exempt
 - 23 from zoning regulations

24 25 **Bona Fide Farms – Regulations Other than Zoning May Still Apply**

- 26 • Environmental Health
 - 27 – Well permits and septic permits
 - 28 – Food service permits
- 29 • Building Permits
 - 30 – Buildings open to the general public
 - 31 ▪ Equine exemption
- 32 • Some provisions of UDO that are not adopted as “zoning”
 - 33 – Stormwater and erosion control
 - 34 – Impervious surface limits

35 36 **Agriculture Defined**

- 37 • § 106-581.1
 - 38 1. The cultivation of soil for production and harvesting of crops, including but not limited to
 - 39 fruits, vegetables, sod, flowers and ornamental plants.
 - 40 2. The planting and production of trees and timber.
 - 41 3. Dairying and the raising, management, care, and training of livestock, including horses,
 - 42 bees, poultry, and other animals for individual and public use, consumption, and
 - 43 marketing.
 - 44 4. Aquaculture as defined in G.S. 106-758.
 - 45 5. The operation, management, conservation, improvement, and maintenance of a farm
 - 46 and the structures and buildings on the farm, including building and structure repair,
 - 47 replacement, expansion, and construction incident to the farming operation.
 - 48 6. When performed on the farm, "agriculture", "agricultural", and "farming" also include the
 - 49 marketing and selling of agricultural products, agri-tourism, the storage and use of
 - 50 materials for agricultural purposes, packing, treating, processing, sorting, storage, and

1 other activities performed to add value to crops, livestock, and agricultural items
 2 produced on the farm, and similar activities incident to the operation of a farm.
 3

4 **Previous ASE Effort**

- 5 • Previous ASE effort had 3 tiers of use intensity
- 6 • Due to changes in statutes most of the “Tier 1” and some of the “Tier 2” uses are now
 7 considered exempt from zoning regulations (if being done on a bona fide farm)
- 8 • Conditional zoning districts were necessary in order to implement the proposed program
 9 – ‘New’ UDO has conditional zoning districts and more can be added
- 10 • Previous effort proposed to change the County’s normal public hearing process for re-
 11 zonings to the new conditional zoning district
 12 – Public hearing could be held on any BOCC regular agenda, not just at the quarterly
 13 public hearings
 14 – Recommendation from APB (Agricultural Preservation Board) and EDC (now Economic
 15 Development Advisory Board) in addition to Planning Board recommendation.
- 16 • Unclear on how a public hearing would function since current process is a joint
 17 BOCC/Planning Board hearing
- 18 • Rural Buffer was removed from consideration until joint planning partners could be more
 19 involved
 20 – Memo sent in 2007 by former County Manager

22 **Zoning Methods**

- 23 • Existing AS District (general use district)
 24 – 36.57 acres in 8 distinct areas containing approximately 20 parcels.
- 25 • Existing Conditional Use method
- 26 • New Conditional Zoning District
- 27 • New Overlay District

29 **BOCC Direction/Input**

- 30 1. Verification the BOCC wants staff to work on a comprehensive ASE project
 31 – Some of the previous work is still valid but will need to be re-worked into the new UDO
 32 – Draft ASE Manual will also need to be largely rewritten
- 33 2. Should staff pursue coordinating with joint planning partners to potentially have ASE
 34 program apply in the Rural Buffer?
- 35 3. Any Land Use categories where ASE uses should not be encouraged?
- 36 4. Direction on zoning method(s) to be brought forward. **Also, should the normal rezoning
 37 process be changed for ASE projects?**
- 38 5. Direction on whether staff should begin working on revising home occupation regulations or
 39 methods to reinvigorate rural activity nodes.
- 40 6. Other issues BOCC may wish to address as part of ASE

41 Commissioner Rich asked for clarification on the General Use Districts.

42 Perdita Holtz said that there is a list of uses in the permitted use table, allowed in each
 43 zoning use district and if a property is zoned to a General Use Districts, any of those uses can
 44 occur. There is no limit on the number.

45 Commissioner Rich asked how one changes to a General Use District.

46 Perdita Holtz said this is done through a re-zoning application.

47 Perdita Holtz reviewed the re-zoning process of the new conditional zoning district and
 48 the new overlay district. She said ASE hopes to have this manual at the February 2014
 49 Quarterly Public Hearing.
 50

1 Chair Jacobs said this process has been going on since 2001, and the Board would like
2 to finally move forward; however it is alot for the new Commissioners to take in. He said the
3 Board members should not feel compelled to give direction on all items tonight, and perhaps
4 some items will need to be re-visited if further discussion is needed.

5 Commissioner Gordon asked for clarification regarding the existing conditional use
6 method.

7 Perdita Holtz said that "conditional use" and "conditional zoning" districts are distinct
8 from each other.

9 Commissioner Gordon asked about the previous wording of "existing" and "new"
10 conditional use districts.

11 Perdita Holtz said it would be a new conditional use district to address agricultural
12 support enterprises. She said that none of the existing conditional zoning districts relate to
13 agriculture.

14 Commissioner Gordon pointed out some slight differences on the "BOCC Direction and
15 Input" in the packet and the PowerPoint.

16 Commissioner Gordon asked for clarification on a list in the material from the
17 agricultural board in their packet. She asked if the agricultural board wanted clarification on
18 these items or if these were simply focus points.

19 Perdita Holtz said she was not clear about the purpose of the list, other than a desire for
20 input from staff. She said the matrix was put together to show that many of the concerns are
21 not from a zoning standpoint, but that permits are still needed from environmental health or
22 other county departments.

23 Commissioner Gordon noted that it sounds as if this was just a request for clarification
24 on these specific items.

25 Craig Benedict said he attended the Agricultural Preservation Board meeting. He thinks
26 this list is for clarification and differentiation between economic development issues,
27 environmental health issues, building issues, and trade issues. He said this wasn't a complete
28 list, but it was a list of unknowns.

29 Commissioner Gordon said this is complex, and the Board should not assume there is
30 surety about all of the directions and issues. She noted that the proposed uses go from lower
31 to higher impact. She said there are uses that can go on large farms or lots such as Maple
32 View Farms. She said the controversy comes in when these more commercial uses are placed
33 near residential areas. She feels this has not been captured in the past. She said that in those
34 places that are suburban, like the rural buffer, the best idea is to start small, as these areas can
35 be fairly residential.

36 Commissioner Price said the intent of this was to help the farmers and respect the rural
37 heritage. She said few farmers can make a living solely through farming. She said the purpose
38 was to make it easier for farmers to sell their products and to create co-ops. She said she has
39 concerns about the 180 day limit; restroom requirements for road side stands; and trying to limit
40 activities in a rural areas. She said there is a need to differentiate on some of the terms, and
41 some of these things need to be allowed without going through conditional and special use
42 processes.

43 Chair Jacobs said her concerns are more about the onerous nature of the ways in which
44 the proposals are being outlined. He asked which of the six questions in the PowerPoint does
45 this fit into.

46 Commissioner Dorosin referred to Commissioner Gordon's point regarding restriction of
47 uses based on size and asked if these aren't already decided by statutes that exempt a bona
48 fide farm from zoning.

49 Perdita Holtz said Commissioner Gordon was referring to previous concerns, like a meat
50 packing facility. She said these could serve a wide community and would not be a bona fide

1 farm, as it is not just one farm using animals it has raised. She said it is under the purview of
2 zoning to say that there are minimum acreage requirements or standards for a use like that.
3 She said that, in the case of a conditional zoning district, the BOCC can always deny an
4 application based on incompatibility with the area.

5 Commissioner Dorosin asked for a clear explanation of how a conditional zoning district
6 works.

7 Perdita Holtz said ASE would have to set up the permitted uses in a table in the new
8 conditional zoning district. This would be adopted in a text amendment and standards could
9 also be adopted if needed for certain uses.

10 Commissioner Dorosin discussed an example situation regarding district x with
11 permitted and conditional uses.

12 Perdita Holtz said this would be called a conditional zoning district, with a re-zoning
13 application to the conditional zoning district- specifying the specific desired uses. If approved,
14 only those uses would be permitted.

15 Commissioner Dorosin said to assume he has set up the district and it has 10 uses. He
16 asked what now has to be done if he wants to do enact of those uses.

17 Perdita Holtz said he has to re-zone his property as the conditional zoning district is set
18 up in the UDO as a potential district that can be asked for. She said property cannot be re-
19 zoned unilaterally in a conditional zoning or use district.

20 Commissioner Dorosin asked why this is better than a zoning plan where the same use
21 is a conditional use.

22 Perdita Holtz said she assumes he is talking about Chapel Hill or Carrboro's conditional
23 use process, which requires a special use permit. She said that the County has that process as
24 well; it is called a conditional use process, but there are also conditional zoning districts that do
25 not require a special use permit. These just have a re-zoning that the County, with agreement
26 from the applicant, can attach conditions to. She said this means there is not an extra permit
27 involved.

28 Commissioner Dorosin said is there a re-zoning involved.

29 Craig Benedict said the conditional use has a quasi-judicial, SUP process, which is a
30 more extended process. He said you can have all the same conditions; however with
31 conditional use method, you will go through 15 pages of material. He said with conditional
32 zoning the end is the same but without the quasi judicial process.

33 Craig Benedict said staff is looking for some direction tonight, and then an amendment
34 outline text will be brought back. He said no decisions are to be made tonight

35 Commissioner Dorosin said he feels there are three interested parties – landowners,
36 surrounding landowners, and the county. He is not sure how that the pros and cons are the
37 same for these three parties. He said he would like a better sense of the staff opinions on the
38 pros and cons for each of these parties.

39 Chair Jacobs suggested that, before the Board of County Commissioners is asked to
40 make a choice, a presentation could be given regarding the SAP for the Orange County
41 Speedway.

42 Commissioner McKee said the whole purpose for the ASE is to increase the bottom line
43 for farms. He is not impressed by the complexity of this proposal, and he is not supportive of
44 this because of the complexity. He said the intent is to get the farmer closer to his customer.

45 He said that by taking the rural buffer out, a huge section of Orange County has been
46 eliminated. He said that the term "appropriate areas" is a code word for "not in my backyard."
47 He said a lot of these facilities can be designed not to be obtrusive to the neighbors.

48 Commissioner Pelissier said the Board cannot give direction tonight on the zoning
49 methods. She would like to take the special use permit off the table. She said this should not
50 be made so expensive if the goal is to support agricultural enterprise. She clarified that the

1 zoning will only apply for enterprises that are not on a bona fide farm. She said the goal is to
2 assist farmers with their land but also to promote small businesses that support these farmers.
3 She would like comments to come back to the Board on what can be done to address some of
4 the issues on the grid.

5 Commissioner Pelissier referred to the questions about revising home occupations. She
6 said there also needs to be a discussion about the arts and culture communities. She said she
7 has heard from a number of people regarding the restrictions, and many counties are less
8 restrictive in their zoning regulations. She said there should be a focus on promoting
9 appropriate scalable businesses in the entire rural area.

10 Commissioner Rich said it would be helpful to see an example of a zoning project. It is
11 more complicated than confusing. She is not convinced that the County needs to have certain
12 businesses in the rural buffer. She would like to know what their partners think about the rural
13 buffer, since there has been no conversation since the 2007 discussion.

14 Commissioner Rich said she agrees with Commissioner Pelissier that there needs to be
15 some consideration of the arts and cultural communities.

16 Commissioner Gordon said she is not talking about bona fide farms. She said it would
17 make sense that if farmers are given a chance to do things that people generally have a
18 consensus about, things will probably move further. She feels that trying for more intensive
19 uses will only make things more complicated. She said she would start with lower impact uses;
20 and if there is a desire to do something in the rural buffer then it is important to talk with their
21 partners. She feels that the conversation should stick with Agricultural Support Enterprises
22 only, rather than opening up everything related to the rural buffer.

23 Commissioner Price said she feels strongly about #1, to ask staff to work on a
24 comprehensive project and get it done. She said the focus should be to make things as easy
25 as possible for people trying to farm. She said there needs to be some conversation with
26 partners on the rural buffer. She said that thresholds, scales and intensities should be looked
27 at. She said she remembers that there was a desire not to have meat slaughtering plants. She
28 said the zoning method choices are too overwhelming.

29 Commissioner Price said this discussion should stick with just farming for now, rather
30 than enlarge the issue to include arts. She said that that issue won't sit within the ASE.

31 Chair Jacobs said he agreed that more work should be done on #1 to make it more of
32 an enabling process. He said it would be best to take out the most intensive uses. He said
33 that the origin of this conversation was Maple View Farms, which technically was not allowed to
34 be where it was built. He gave the history of the store and the process of building and permits
35 in that case. He said it was a struggle to get it off the ground, and now it is a landmark
36 operation.

37 Chair Jacobs said that, for #2, he feels there should be a look at rural buffer; but a
38 conversation should be had with the partners at AOG before moving forward.

39 Chair Jacobs said he is not ready to address #4 until more information is gained.

40 Chair Jacobs said, regarding which categories should not be encouraged, his only
41 thought is the water quality critical areas. He said he has no problem with including the arts.
42 He said, regarding other issues, there have been discussions about differentiating impacts in
43 and to rural areas and urban areas. He gave the example of a proposed Montessori school.

44 Chair Jacobs said it would be a good idea to find a place to engage the Agricultural
45 Preservation Board in this discussion.

46 Commissioner Price said her only concern is that the home occupation is under a
47 different category and she said she doesn't want it to go away.

48 Commissioner Gordon said it is important to let their partners know that that the rural
49 buffer is being worked on.

1 Chair Jacobs suggested a letter be sent to each mayor to let them know this is an effort
2 the Board is attempting to bring to fruition. The idea would be to try and bring it to the AOG
3 meeting to get their responses.

4 Chair Jacobs said it is a good idea to engage the Agricultural preservation board and to
5 run by them the matrix of the most intensive uses

6 Commissioner Prices suggested another look at the tiers.

7 Chair Jacobs suggested staff work on this and then send notification to Hillsborough.

8 Commissioner Gordon asked for clarification on the tiers.

9 Perdita Holtz said this is embedded in the matrix and tier 3 is the most intensive.

10 Chair Jacobs said the Board will get back the ASE draft manual in the longer term, and
11 in the shorter term will define the proposals for the rural buffer to be presented to AOG.

12 Chair Jacobs said this could come back in September. He asked for a more detailed
13 explanation of the conditional zoning, including examples.

14 Commissioner McKee said that the Board needs to think about the fact that any of these
15 enterprises that are successful will be fairly intrusive and expansive, by nature. He said he
16 does not disagree but he feels that the Board needs to be prepared for how to deal with
17 opposition to this.

19 **4. Follow Up Discussion from January 29, 2013 Work Session on Board** 20 **Protocols/Advisory Board Procedures**

22 ***Decision Points for BOCC:***

24 **1. Follow up to Petition by BOCC Member: Review and consider a request that the** 25 **Board moves forward with establishing a new and thorough application/process for** 26 **prospective appointees for boards with fiduciary or specific statutory responsibilities** 27 **(OWASA, Planning Board, Board of Adjustment, E&R Board, ABC Board).**

29 *Background: The response to this petition from the Chair/Vice Chair at agenda review was:*

30 *Response: A) The Board will move forward with establishing a new, specific, and thorough*
31 *application process for prospective appointees to four boards: OWASA, Planning Board, Board*
32 *of Adjustment, E&R Board. Chair Jacobs suggested including ABC Board, as we had previously*
33 *discussed vetting applicants for boards with fiduciary responsibilities. Consult County Attorney*
34 *on proposed verbiage for applications for the aforementioned advisory boards; B) Consider*
35 *whether to return to matter of interviewing, reviewing, and promoting specific board applicants*
36 *at a future work session, to be scheduled.*

38 *The Attorney had asked for feedback from Board members as to questions and concerns they*
39 *would like addressed in a revised application but as of yet, he has not received any feedback.*

41 **Discussion:**

42 Donna Baker said the Attorney did not get feedback on what the Board would want to
43 see in a revised application.

44 Chair Jacobs said that if anyone would like to volunteer to help with the process and the
45 form, to please step forward.

46 Commissioner McKee and Donna Baker noted that the Board of Adjustments has been
47 deferred, and the Planning Board also has openings. He suggested that these appointments
48 be made with the idea that changes are to be made to the application process.

49 Commissioner Rich asked if the idea was to change the form or to include an interview
50 of the candidates.

1 Donna Baker said the form was revised in the past couple of years. She said, for these
2 five boards, the suggestion was to have a separate application or add a section to the existing
3 application.

4 Commissioner Rich said that an interview process would allow for specific questions that
5 could change as years go on, to address current issues. She said she is not as interested in
6 changing the application as she is in getting Board members involved in an interview process.

7 Commissioner Pelissier said she had made the petition. She does not have an idea of
8 specific questions, but she is happy to work with the clerk on this. She feels that the current
9 applications don't give enough information to make a decision for these particular boards.

10 Commissioner Gordon said that the basic application could be kept and a supplemental
11 section could be added that is tailored to each specific board. She is also willing to work to get
12 this going. She feels this could be a quick process and could potentially be worked into the
13 appointment process for the Planning Board. She feels the Board should not adjourn and leave
14 those boards hanging over the break.

15 Commissioner Price asked if these positions are currently interviewed for, and Chair
16 Jacobs said no.

17 Commissioner Dorosin said he feels that the Board should re-visit the purpose of this
18 item. He is hesitant to do anything to make it harder to get on these boards. He does not feel
19 that residents should have to have experience. He feels that if the process is made more
20 complicated, people will be turned off, and there will be a more homogeneous group of
21 volunteers. He said there are already applications that have been waiting for a year; and if
22 there are vacancies, and there are applicants, then the spots should be filled.

23 He clarified with Donna Baker that the only current requirements are that applicants live
24 in the County and pay taxes.

25 Commissioner Dorosin reviewed the current appointment process and said he feels
26 there is some tension with the boards as to how this works. He said there should be a
27 spreadsheet of information on all the applicants along with the number of vacancies that need
28 to be filled.

29 Commissioner Pelissier said it sounds like Commissioner Dorosin is talking about
30 advisory boards in-general, and she is talking about a few very specific boards. Each of these
31 boards has a level of responsibility that advisory boards do not have. She said the vetting
32 process is to ensure that the people can carry forth the responsibility.

33 Commissioner Dorosin said he is talking about all of the boards. He asked what kind of
34 additional information is needed, and what makes a candidate qualified to be on the OWASA
35 Board.

36 Commissioner Pelissier said there have been people who, according to other OWASA
37 Board members, have not been able to carry out their duties, and this has been a problem.

38 Commissioner Price asked for clarification on the responsibilities of the OWASA Board.

39 Commissioner Pelissier said that OWASA sets policies and budgets and has a lot of the
40 same responsibilities as the BOCC but only as it regards water and sewer.

41 Commissioner McKee said he thinks there should be more information on the
42 application, though he is not sure he supports an interview process. He thinks that it is
43 important that applicants and appointees not be picked to align with a certain ideology.

44 Commissioner Rich said that both Carrboro and Chapel Hill interview candidates for
45 OWASA. She does not know why Orange County would not do the same.

46 Commissioner McKee said he is not opposed to an interview process as long as
47 personal ideology is not involved in the decision making process.

48 Commissioner Price said she can see a slightly different process for these particular
49 boards. She said that perhaps this can simply be an extra set of specific questions, along with

1 a commitment that applicants will attend the meetings. She questioned whether the BOCC
2 should be the only one to interview and bring forward the candidates.

3 Chair Jacobs said that there has been discussion on broadening the memberships of
4 the advisory boards. He said there are not enough young people or students. He said he feels
5 that the idea of lowering barriers is an important one. He said there are cases, such as the
6 Nursing Home Advisory Board, where there is specific expertise required to do a focused job.
7 He said that for some of these boards, vetting is important. He said he has always been of the
8 opinion that if there are openings and there are applicants, the position should be filled;
9 however this has backfired on several occasions.

10 Donna Baker said that if the process is lengthy, it will often happen that the candidate is
11 no longer interested or available by the time the Board gets back to them. She said that efforts
12 are made to contact the candidates prior to a decision to check availability. She said that all of
13 the information on the forms comes straight from a database.

14 Chair Jacobs gave an example of a conflict of interest case with an advisory board
15 candidate. He said he sees the value in bringing in candidates to interview. He said that his
16 only concern with vetting is that personal agendas will be pushed. He said that if all of the
17 questions can be agreed on, then he is ok with it.

18 Chair Jacobs does think the issue of cliques is a problem, but his is unsure how to
19 address them.

20 Commissioner Price said she agreed with Commissioner Dorosin. She feels that if a
21 candidate is willing to serve and is willing to attend the meetings there should not be an
22 interview process requirement.

23 Commissioner Dorosin re-iterated his opposition to interviews.

24 Commissioner Pelissier said she is not sold on having to do interviews.

25 Commissioner Price suggested a phone interview.

26 Commissioner Gordon recommended a specific supplemental set of questions for each
27 board.

28 Commissioner Rich said she feels it is important for some of these boards to get to
29 know the candidates better.

30 Commissioner Dorosin said he is opposed to the idea of phone calls, unless phone calls
31 are made to every single person with the same set of questions.

32 **Decision Point:**

33
34• Does the Board want to move forward with a revised application for these particular
35 boards mentioned above, and if so, can the board provide feedback/questions to the County
36 Attorney in order to move the process forward?

37 Does the Board want to stay with the current process?
38

39 *After discussion, the Board proposed adding supplemental questions to the existing volunteer
40 application, for these 5 Boards: ABC Board, OWASA, E&R Board, Planning and Board of
41 Adjustment.*

42 *The Clerk will work with Commissioner Pelissier and Commissioner Gordon over the summer
43 break to compile this supplemental information and to distribute to all BOCC members for
44 review.*

45
46 *The Board gave direction to the Clerk to put up relevant board appointments for any of these 5
47 boards that were being held in abeyance until this meeting.*

48
49 **2. Process for Commissioners to “vet” Board Appointments for certain boards with**
50 **fiduciary or statutory responsibilities, such as the ABC Board, OWASA, E&R Board,**

1 **Planning and Board of Adjustment.**

2
3 ***Decision Point:***

4• Does the Board want to develop a process for Commissioners to vet board
5 appointments to these particular boards (and others as applicable)?

6• Are there criteria to be applied or a process for vetting appointments (such as
7 interviews, questions on a revised application, committee review, etc.)? Or will the application
8 process suggested in Item #1 cover this item?

9
10 *The Board decided that Item #1 was sufficient (no vetting necessary)*

11
12 **3. How should Commissioners participate, if at all, in the nominating and selection**
13 **process of prospective applicants to their advisory boards?**

14
15 Background: Currently, most boards with the exception of the Planning Board, Board of
16 Adjustment, OWASA, E&R Board and ABC Board usually make recommendations for new
17 members since many boards go through a process of engaging prospective members before
18 making recommendations: inviting applicants to meetings, sessions to let individuals ask
19 questions, and letting staff orient potential new members to time commitments of a particular
20 board, by-laws, goals, etc.

21
22 ***Decision Point:***

23• Does the Board want to proceed with a process for allowing Commissioners to
24 participate in the nominating process and selection process of prospective applicants to its
25 advisory boards?

26• If so, what criteria are to be applied?

27• Does the board want to retain its current process for appointing members to its advisory
28 boards?

29 ***Tabled***

30
31 **4. Does the Board want to establish a procedure whereby Orange County**
32 **appointees/representatives to outside boards (such as the Chapel Hill Planning**
33 **Board, etc.) communicate back to the Board on a regular basis?**

34
35 Background: Currently there is not a process in place for Orange County representatives to
36 such bodies as town advisory boards to report back to the Board.

37
38 ***Decision Points:***

39• Does the Board want to formalize a process for this type of communication to occur?

40 • Are there any criteria to be applied? (Report in writing annually, attend BOCC retreat to
41 report verbally, etc.)

42
43 ***Tabled***

44
45 **5. Letters from the Chair of the BOCC representing the position of the entire board.**

46
47 ***Decision Points:***

48• *The Board agreed that, unless extraordinary circumstances arise, any letter from the*
49 *Board Chair representing the position of the entire board will be circulated a day prior to*

1 *transmittal to allow for comment from interested Commissioners, within a timeframe. Concerns*
2 *and comments may be shared with the Chair for possible incorporation into the letter.*

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The meeting was adjourned at 11:01 pm.

Barry Jacobs, Chair

Donna Baker
Clerk to the Board

1
2
3 DRAFT4 **MINUTES**
5 **BOARD OF COMMISSIONERS**
6 **BUDGET PUBLIC HEARING**
7 **May 30, 2013**
8 **7:00 p.m.**9 The Orange County Board of Commissioners held a Budget Public Hearing on
10 Thursday, May 30, 2013 at 7:00 p.m. at the Southern Human Services Center in Chapel Hill,
11 N.C.12
13 **COUNTY COMMISSIONERS PRESENT:** Chair Barry Jacobs and Commissioners mark
14 Dorosin, Alice M. Gordon, Earl McKee, Bernadette Pelissier, Renee Price and Penny Rich15 **COUNTY COMMISSIONERS ABSENT:**16 **COUNTY ATTORNEYS PRESENT:**17 **COUNTY STAFF PRESENT:** County Manager Frank Clifton, Assistant County Managers
18 Clarence Grier, Michael Talbert and Clerk to the Board Donna Baker (All other staff members
19 will be identified appropriately below)20
21 Chair Jacobs called the meeting to order at 7:01 pm.22
23 **1. Opening Remarks from the Chair**24
25 Chair Jacobs reviewed the following items at the Commissioner's places:

- 26 - Copy of a Statement from Miriam Thompson
-
- 27 - Copy of a letter from CHCCS
-
- 28 - Letter from Chapel Hill Outreach Training Center
-
- 29

30 Chair Jacobs said this is a recommended budget only. He noted that the Board of
31 County Commissioners is not proposing a cut in school funding; but the state legislature is
32 making cuts to school funding. He said the Board of County Commissioners does not approve
33 individual programs to the schools. The Board gives a per-pupil amount per school system, and
34 the school system makes the decisions on how the funding is dispersed to various programs.
3536 **2. Presentation of County Manager's Recommended FY 2013-14 Budget**37
38 Frank Clifton said if the Board of County Commissioners were to decide to increase
39 funding to the schools or any other county services, there is always the option of raising the
40 countywide tax rate. He said that each one cent on the tax rate generates \$1.6 million. He said
41 that if this is done, and the money goes to schools, it is split based on the number of schools in
42 the school systems. He said that the Chapel Hill Carrboro City School District (CHCCS) has a
43 separate district tax. He noted that the proposed budget has about \$650,000 in discretionary
44 funds. He said that schools may also use a portion of existing school system fund balances.45 Frank Clifton noted that there are some debt issuances that lie ahead for the county. He
46 said the county maintains a funding reserve of 17%. This roughly equates to 3 months of
47 operating activity within the county. He said this is important, since the state lags 2-3 months
48 behind, and the county is spending in advance of that. He said the County is near or at debt
49 capacity. He said the Local Government Commission (LGC) is beginning a process to
50 standardize the policies and procedures. He said that this will mean a little less discretion on
51 how the County handles debt.
52

1 *Commissioner Dorosin arrived at 7:13 pm.*

2
3 Clarence Grier presented the following Power Point slides:

4
5 **County Manager's Recommended FY 2013-14 Annual Operating Budget and Capital**
6 **Investment Plan**

7
8 **Guiding Principles**

- 9
10
11
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13
14
- Balances County's operating budget without a property tax rate increase – 5th Consecutive Year
 - Provides funding for County services at current levels
 - Funds local school districts enrollment growth, operational funding and debt service.

15 **Recommended General Fund Budget**

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- Totals \$185.9 million
 - Represents an increase of \$5.9 million from original current year budget of \$180.0 million, which is a 3.29 percent increase from previous year original budget
 - Represents a \$6.2 million decrease in the current year's amended budget
 - Components of General Fund Budget

23 **Orange County Budget**

24 **Past 6 Fiscal Years**

- 25
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30
- Proposed Ad Valorem Tax Rate Effective July 1, 2013
 - Proposed tax rate of 85.8 cents per \$100 of assessed valuation
 - This rate produces \$137.8 million in property tax revenues for FY 2013-2014
 - Overall Real Property Valuation increased 2.7%
 - One cent on property tax estimated to generate \$1,606,869

31 **Orange County Property Tax Revenues**

32 **Past 6 Fiscal Years**

33 Sales Tax Revenues

- 34
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39
- Recommended Sales Tax Revenues of \$17.2 million is \$1.5 million higher than the \$15.7 million budgeted in FY 2012-2013 due to an expected 2 to 3 increase in consumer spending , and current year projections
 - Actual sales tax revenues are down over 31% since the peak of \$22.5 million in fiscal year 2007-2008

40 **Orange County General Fund**

41 FY 2013-14 Revenues

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49
- Proposed Chapel Hill-Carrboro City Schools District Tax Rate Effective July 1, 2013
 - Recommended tax rate of 18.84 cents per \$100 of assessed valuation
 - Represents no increase in the property tax rate for the District
 - Recommended tax rate will generate \$19.4 million for the Chapel Hill – Carrboro School District
 - This represents an additional \$1,584 per pupil above the County's allocation
 - One cent on district tax is estimated to generate \$1,029,085

50 **Recommended Funding for Chapel Hill - Carrboro City and Orange County Schools**

- 51
52
- Total General Fund appropriation totals \$87.8 million
 - Funds day-to-day operations, repayment of school related debt, and capital

- Equals an appropriation of 48.1 percent of total General Fund Revenues
- Reflects \$2.4 million increase from current year General Fund appropriation
- Equates to a current expense allocation of \$3,188 per student for each of the 19,908 students in both districts for day-to-day operating funds and projected enrollment growth.

County Education Funding

Additional Funding for Local Schools

- In addition to the \$87.8 million for operations, debt and capital, recommended budget allocates \$1.9 million to fund non-mandated safety net initiatives for both school districts
Some of these initiatives are:
 - School Health Nurses - \$683,706
 - School Resource Officers - \$545,514
 - School Social Workers - \$692,283
- With these additional non-mandated funding initiatives, the total funding for the local school districts total 49.2% of the General Fund Revenues

Major Funded County Initiatives

- Maintains all County services at current levels
- Funds the increase in medical insurance and fully funds the 401(k)/457 plans for non-sworn employees
- A cost of living and in-range increase equating up to 3% in compensation for employees
- Provides for and increases in positions for EMS Communicators, a Quality Assurance Training Officer, EMS Assistant Supervisors staggered over the year to address the recommendations of the Emergency Services Study and Work Group
- Provides for six new positions in Information Technologies to address the recommendations included in the Information Technology Strategic Plan
- Provides funding to the Town of Chapel Hill Library totaling \$483,426
- Allocations provided to non-profit organizations total \$1,030,100 for FY 13-14.
- Long range/pay-as-you go County capital is \$620,000.
- Debt service for the General Fund will be \$25.6 million

Orange County General Fund

FY 2013-14 Expenditures

- Solid Waste Initiatives
- The closure of the landfill with public education and other related planning efforts of the landfill in FY2013-14. We expect to incur \$3.2 million in closure cost in FY 2013-14.
- The planning and design for the Eubanks Solid Waste Convenience Center improvements
- New Landfill Mattress Fee of \$10.00 per mattress
- Recycling Fees - No additional 3-R Fee billings for the upcoming year, which results in a projected revenue loss of \$1.1 million, and propose an increase in the Basic 3-R Fee from \$37.00 of \$47.00 per household
- We propose increases in the sanitation household fee to be charged per household as follows:

• Rural Residential	Increase from \$20.00 to \$40.00
• Urban Household	Increase from \$10.00 to \$20.00
• Multi – Family	Increase from \$2.00 to \$4.00

Additional Funding Options

- 1 • Appropriate Fund Balance, if necessary; The Board may use up to \$650,000 without a
- 2 negative impact on fund balance
- 3 • Property tax increase
- 4 • Increase in CHCCS Special District Tax

5
6 **Revenues Generated By Property Tax Increase** (graphic)

7
8 **Revenues Generated By Increase in CHCCS Special District Tax** (graphic)

9
10 **County Capital Investment Plan**

11 Concerns and Issues for FY 2014-2015

- 12 • Federal Sequestration and State Budget Issues
- 13 • Debt Service
- 14 • County Capital Projects
- 15 • School Capital Projects
- 16 • Health Insurance
- 17 • Post-employment Insurance benefit for retirees
- 18 • Economic Development
- 19 • Economy
- 20 • Public Hearings and Work Sessions
- 21 *(All Meetings Begin at 7:00 p.m.)*
- 22 • Document Availability
- 23 • Clerk to Board of Commissioners
- 24 • County Finance & Administrative Services Office
- 25 • Orange County Library
- 26 • Chapel Hill Public Library
- 27 • Carrboro/McDougle Branch Library
- 28 • Cybrary, Carrboro
- 29 • Orange County Website
- 30 • www.orangecountync.gov

31
32 Clarence Grier said that information on the school districts' available fund balances is

33 not included in this presentation; this will be available at the June 6 work session.

34 Frank Clifton noted that some of the unincorporated areas of the County will see a tax

35 rate increase as a result of increases in almost all of the rural fire districts.

36 Clarence Grier noted that there will be work sessions on June 6 and June 11, with a

37 work session and adoption of intent on June 13; and the final adoption will happen on June 18th.

38
39 **3. Public Comment**

40
41 Yasmine White is the CEO and founder of a non-profit called Voices Together – a music

42 based educational program, serving students in six school districts with intellectual and

43 developmental disabilities. She said there are 1,036 students in the Orange County Schools

44 (OCS) with identified disabilities, and her group comes in with a layered educational program

45 that creates an amazing impact. She said the program has been in OCS for 5 years and has

46 only been able to reach 30 students during this difficult budgetary time. She said that the group

47 has applied in the non-profit category to the outside agency process. She is asking the Board to

48 consider her funding request.

49
50 Jeff Hall spoke as President of CHCCS PTA Council, and he said Chapel Hill is a special

51 place to live. He said there is a commitment to education in Orange County, and this budget is

52 out of step with their community values and the importance of education. He said this budget

1 does not reflect reality, which is that capital improvement projects in schools have been
2 delayed, and there are many unmet needs. He said everyone knew Northside Elementary
3 school was going to open this year, and fixed costs are on the rise as federal grants end, and
4 the sequester sets in. He said the budget should meet these challenges. He said the Board of
5 County Commissioners is being asked to solve problems caused by other entities. He said this
6 Board has always supported their schools he asks that they fully fund the schools' request.
7

8 Brian Curran is a member of the Orange County Habitat for Humanity Board, and he is
9 here to pitch their new program called Brush with Kindness. This program provides much
10 needed exterior repairs to existing homes of low income residents. He said efforts are currently
11 focused in the Fairview, Rogers Road and Northside communities, as well as some rural areas
12 of the county. He said the group has requested \$20,000 from Orange County through the
13 outside agency process. He said this is the first time this program has asked for funding from
14 the county, and this money would be used to expand the program and complete 15 new
15 projects. He said County funding would be used to leverage other sources of financing. He
16 previously worked for the Chapel Hill Police department for about 25 years and spent much of
17 that time in Northside, where he has watched many changes in this neighborhood. He said he
18 recently participated in a memorable project in that area in which the workers came upon a civil
19 war wall. He said support from the County is critical to the success of the program.
20

21 Keith Edwards lives in the Northside Community, and he showed a newsletter that
22 neighborhood residents receive each month with news and events. This newspaper has a
23 section called "Ask Keith", in which she tries to find out information and shares it with her
24 community. One question from the April newsletter asked her to share her experience working
25 with the Brush with Kindness program. She said her experience was unbelievable, and she was
26 amazed by the human kindness she received. She said her house and her deck now remind her
27 of the people that helped restore them. She said these people gave her a lifetime gift, and she
28 asked the Board of County Commissioners to support the Brush of Kindness program. She also
29 asked the Board to fully fund the schools.
30

31 Willie Mae Patterson said she appreciates Habitat and the work the group did around
32 her house and yard through the Brush of Kindness program. She said she hopes the Board will
33 fund this program.
34

35 Glenda Wade lives in Cedar Grove, and she knew about Habitat through her work with
36 Stanback Middle School. She said Brush for Kindness came out and beautified her home. She
37 asked, on behalf of single parents like herself, that the Board help fund the Brush with Kindness
38 program. She also asked for full funding for the school system.
39

40 James Stroud spoke on behalf of his mom, who took advantage of the Brush with
41 Kindness program for her home and yard. He said that the work done by this program helped
42 his mother to avoid having to sell her home. He asked that the Board please fund this program.
43

44 Adward Assure is community development manager for Habitat for Humanity. She
45 thanked all the residents who have spoken on behalf of the Brush with Kindness program. She
46 said this program serves all of Orange County. She said collaboration is a big aspect of Habitat,
47 and the group has worked with many local programs to complete these exterior upgrades. She
48 said that the program continues to grow and thrive. There have been 27 new applications since
49 February of this year. She said the need is high and all resources are put to good use. She
50 said the program gives a way for students and local volunteers to help and to give back. She
51 hopes to double the work done last year and requests that the Board fund this program.
52

1 Alexis Ross has two children in the CHCCS. She said that school officials have asked
2 parents to be patient as the schools work through cuts made on a national level. She said she
3 feels dismayed that, as the national economy is slowly recovering, the local government wants
4 residents to accept less than the full funding being requested by schools. She represents the
5 Sewall Elementary PTA and said this group of residents is willing to pay higher taxes to
6 accomplish that funding.

7
8 Jen Bishop is a representative of the Sewall Elementary School Improvement Team and
9 has two children at the school. She asked the Board to fully fund their school's request, even in
10 the face of the state political climate. She said people choose to live in Orange County because
11 of the school systems. She said it is vital that these schools be fully funded.

12
13 Myles Faith said he represents local residents, and he would like to ask the Board of
14 County Commissioners to expedite the Twin Creeks Recreation Park plan. He said these are
15 beautiful plans for a park that has been called a crown jewel by the Parks Department. He said
16 residents are concerned by the lack of any progress in this area. He said last year there were
17 \$1.5 million in designated funds in the CIP, but it is not there this year. He said the bulk of the
18 funding was about \$8 million in the later years, and now it has been pushed back to 2018. This
19 was a commitment by Orange County and the Parks Department that would serve the
20 community. He read the goals listed by the Parks Department, and he asked for help from the
21 Board to move forward.

22
23 Mary Parry lives in Chapel Hill and has three kids in CHCCS. She said she is
24 embarrassed to see our state moving backwards. She realizes this is not the fault of the Board,
25 however the residents are here to ask the Commissioners to step up. She said the County will
26 need to fill in the gaps that the legislature is making, and she said that residents should be
27 willing to pay higher taxes. She encouraged residents to write letters and attend rallies in order
28 to stand up for all of the residents of this state.

29
30 Emma Parry is a rising 6th grader at Phillips Middle School, and she said her school is
31 known to be in the best school system in N.C. She said that core classes need to stay at
32 reasonable sizes to avoid stretching teachers too thin and losing the quality of education that
33 Orange County is known for. She said spending money on education is important, and she
34 asked the Board to invest in schools in Orange County.

35
36 Andrea Knight said her family has lived in Orange County for 17 years. She said she
37 and her husband located their small business in Orange County mostly because of the schools.
38 She said that quality education is essential. She thanked the Board for their fiscal stewardship,
39 but said that now the schools need more funding. She asked the Commissioners to please fully
40 fund the schools' requested budget. Her daughter also spoke and said, "if you take care of me
41 now I will take care of you later."

42
43 Stephen Redman spoke on behalf of Cedar Ridge and the school's request to have an
44 auxiliary gym and classrooms. He stressed that both of these things are needed. He said that
45 teachers are not in this for the money but for the spark in the kids' eyes. He asked for the Board
46 to fund these requests in order for students to have the facilities to move forward with athletics
47 that open gateways to success.

48
49 Lisa Kaylie is a parent of children in CHCCS, one of whom is special needs. She asked
50 for full funding for their school district. She said that special needs children require more
51 attention in the classroom, and her son needs a teacher assistant in his classroom. She said
52 that a lack of full funding will result in a loss of jobs that will hit special needs kids hardest. She

1 said that her son is high functioning autistic and has an Individualized Education Plan that
2 requires him to have specific support in the classroom. She said this support will not be
3 available in the face of some of the proposed cuts. She said this support is critical in allowing
4 special needs kids to access their education. She asked the Board tom to raise the special
5 district tax in order to pay for full school funding.
6

7 Lixia Yao lives in Chapel Hill and he said that research done by the National Education
8 Association shows the national average per capita tax revenue of state and local government in
9 2010 was \$4,112; however, this same number was \$3,403 in North Carolina, which ranks the
10 state as 35th. He said the average per-student revenue was \$12,000 nationwide and only
11 \$9,020 in N.C., which ranks the state as 50th. He hopes that Orange County can do its part to
12 mitigate the seeming disproportionate numbers. He said that the county is already paying less
13 personal income taxes while having higher income. He asked for full funding for the schools.
14

15 Jay Miller said he is on the Arts Center Board, and he has been involved for over 30
16 years with the center. He said that the center is asking for \$10,000 through the outside agency
17 process. He said this will be used for arts and education, and this program is being expanded
18 into three Title 1 schools. He said this money will fund scholarships for underprivileged children.
19 He also has a daughter who is a special education teacher, and he would like to ask for full
20 funding of schools as well.
21

22 Monica Palmera spoke on behalf of the Jackson Center. She said the center asked for
23 \$9000 through the outside agency process for the Jackson Center but funding was denied. She
24 said that the small amount requested funds 5 crucial programs. She explained what the
25 program does, and said that one of the initiatives is the publication of 600 monthly copies of the
26 Northside news, which was mentioned earlier by Keith Edwards. She said that she hopes that
27 her words resonate and that the Board can work with the center in the future. She said that the
28 center is a hub of activity, communication and education, focused on helping area residents that
29 are otherwise not reached and engaged. She said the goal is to contribute to community spirit
30 within the County and be a voice for social change.
31

32 Cindy Henshaw expressed her support for the school systems and asked the Board to
33 fully fund them. She said she is also here to ask for support for the Arts Center and its
34 afterschool programs, especially for those children with special needs. She said this program
35 develops creativity and problem solving skills, along with encouraging exploration of different art
36 forms and cultures. She said that the Arts Center is a treasure, and she hopes the Board will
37 approve the modest funding request.
38

39 Margaret Samuels is a parent of a child in the CHCCS. She thanked the Board of
40 County Commissioners for their support of the schools and asked them to continue to support
41 the schools through full funding. She said she would support property tax increases or district
42 tax increases in order to accomplish this. She said this is especially important with the opening
43 of Northside Elementary. She said that creative learning requires teachers and staff who aren't
44 worried about how things will be paid for. She said that the County cannot always control what
45 happens statewide, but it can have an impact for its residents.
46

47 Heather Moore is a resident of Chapel Hill and is speaking tonight on behalf of the Arts
48 Center. She echoed previous comments and said this program has been extremely beneficial
49 for her son, through exposure to different art forms and the family share night. She asked the
50 Board to fund this program.
51

1 Gary Wallach has a child in the CHCCS. He asked the Board to fully fund the CHCCS
2 by increasing the special district tax by 2 cents this year. He said this request is due to deep
3 cuts by the state. He said the district is moving forward by supporting professional development
4 in their teachers, and the learning trajectory for students is upward. He noted a request for
5 increases in financing for professional development and said this is partially a result of the of the
6 new common core requirements. He said that the manager's report does not note that there will
7 be an increase in revenue and continued cuts to public education. He urged the Board to allow
8 citizens to help the County move forward by increasing the district tax to fund the schools.
9

10 Nick Parker is a 6th grader at Smith Middle School. He said the school had a great
11 teacher; but, due to standardized testing, he was laid off. He said many classes have been cut,
12 and opportunities for learning are less. He feels this is because of the increase in testing. He
13 asked the Board to fully fund the schools.
14

15 Hunter Pendleton is a tech specialist at a local school and an Orange County tax payer.
16 He said he is anxious to pay more taxes for their schools. He urged business leaders to be
17 leaders in supporting public education.
18

19 Beven Ramsey serves on the Board of Directors of the Arts Center. He said there are
20 plans to bring about some important changes to the art programs for underprivileged children.
21 He said the Arts Center has an annual budget of \$1.5 million, of which \$89,000 comes from the
22 state and local government. He said that the center accounts for \$3 million in economic impact
23 in Orange County, which is more than 3%. He said this investment is consistent with the
24 County's commitment to tourism, and he asked the Board to approve their outside agency
25 funding request.
26

27 Sue Keith said education is a priority for her family, which includes seven children. She
28 and her husband serve and give back to the community because they have received so much.
29 She is alarmed by what the legislature is doing to education. She feels that the entire county is
30 at risk of losing quality teachers, education programs, and art programs. Though not high
31 income earners, her family supports higher taxes to support education and to fully fund the
32 schools.
33

34 Mary Faith Mount-Cors is a member of the Carrboro Elementary School Improvement
35 Team. She said her family moved here 9 years ago, and one attraction was the schools. The
36 team represents 630 students and their families, as well as 85 staff members and has
37 requested full funding for both school districts' budgets. She noted that this school is over 50
38 years old. Recently the school asked Commissioner Dorosin to speak to them in order to learn
39 more about the budget process. She asked the Board to step up and honor the community
40 commitment to quality education. She said that the manager's recommended budget is too
41 little and will not maintain existing programs and teachers. She said it does not cover the cost
42 to open Northside Elementary, despite larger class sizes and cuts to teachers and programs.
43 She said that the requested budget strives to simply maintain the status quo. She is in favor of
44 a tax increase and said this has historically happened every time a new school opens.
45

46 Jill Simon is a parent of a child in the CHCCS, a former teacher and is involved in the
47 PTA. She asked the Board to fully fund their schools' budget request and she urged the
48 consideration of any tax increases necessary to do this.
49

50 Calvin Hinkle is a 3rd grade student at Morris Grove Elementary. He said that if the
51 Board doesn't give the schools money, Spanish classes, computers and teacher assistants will

1 be cut. He said that the community has a choice to give the schools what they asked for and he
2 said his parents are willing to pay more taxes to fully fund the schools.
3

4 Brian Russell said he is within the walk zone of the new elementary school. He has a
5 four year old who will be attending in the future. He is interested in the communities taking care
6 of one another in both school districts. He asked the Board to increase the funding to schools,
7 rather than just keeping the status quo.
8

9 Lauren Williams thanked the Board of County Commissioners for their hard work. She is
10 a single parent, and her daughter is a rising senior who has had a wonderful education in the
11 Orange County school system. She is worried that others will not have the same education as
12 her daughter was fortunate to have had. She said she can think of no better way to spend her
13 money than to fully fund both school districts.
14

15 Laura Dougherty is a public school teacher and has two children in CHCCS. She feels it
16 is critical to fully fund the schools, and she is willing to pay more taxes to do this. She noted
17 that N.C. ranks 48th in the nation for teacher pay and per pupil spending. She said that these
18 schools need financial support.
19

20 Jamezetta Bedford is the Vice Chair of CHCCS Board of Education (BOE). She said
21 she was surprised at some of the items on the CIP at the joint board meeting, including the gym
22 at Cedar Ridge. She said she does support the auxiliary gym. She feels that both school
23 districts have robust sports offering and the extra-curricular involvement leads to better
24 academic performance. Speaking for the BOE, she said the board does not expect to be fully
25 funded when the request is submitted. The request is based on state funding and it is much
26 less than last year. She said the BOE needs the funding to open up Northside Elementary and
27 meet other needs. She said that, whatever amount the Board of County Commissioners' needs
28 to fund both school systems should be attained. She suggested a special district tax.
29

30 Bonnie Hauser said she feels that the county is too focused on new buildings, campuses
31 and facilities and is not giving enough focus to quality and effectiveness of services. She asked
32 who benefits from the stand alone library in Carrboro and the \$11 million expansion to this
33 building. She said that there is much being heard from architects and designers and not
34 enough from major stakeholders and experts on the ground, including agencies, schools and
35 everyday users of County services. She asked that service, and not buildings, be made a
36 priority with stakeholders actively involved in the process. She encouraged more attention to
37 resource sharing and community based services with an explicit intention to support community
38 services. She thanked the Board for pushing back on the project at the Blackwood Farm. She
39 said there is a high amount of concern about the growing interest in a bond referendum and tax
40 increase to fund a list of capital projects that have not had serious discussion about justification
41 or urgency. She asked the Board to look into how services can be modernized, and this might
42 lead to more money being found for the schools.
43

44 Marilyn McTigue is a long time resident of Bingham Township. She expressed
45 appreciation for the Emergency Services work group that engaged the public, and she said she
46 would like the same process for library services. She said that, despite \$25 million invested in
47 new libraries in Chapel Hill and Hillsborough, she has to utilize two library cards and two web
48 based applications to access the full collection. She said that the Chapel Hill Public Library is
49 central to Chapel Hill and Carrboro, and she questioned the plans for the Carrboro library. She
50 noted that many rural residents travel 15 miles or more to access a library. She would like to
51 see the establishment of a library services workgroup with stakeholders from the town and
52 County to devise a seamless library services plan for the entire County. She would like to see

1 Commissioner Rich chair this group; and, as a dedicated library user, she would like be a
2 member.
3

4 Myra Dotson, representing the Orange County Voice, questioned the rush for a new
5 Board of County Commissioners meeting room in Hillsborough. She asked if this is a good use
6 of space and finances. She said that the Board has many meeting spaces and she asked if
7 there is an overall plan and vision for community operation that is guiding these decisions. She
8 said that the preference is for more emphasis on new styles of meetings, especially with the
9 public. She suggested meetings in the communities at locations near to the issues being
10 discussed. She said this shows respect to the public and engages them in the discussions.
11 She noted the Board's ability to broadcast every meeting and asked that work sessions, retreats
12 and public hearings be broadcast, regardless of location. She said that in this time of
13 budgetary constraint, a new Commissioner meeting room should be delayed until there is a
14 comprehensive plan for all community and county office space.
15

16 Sam Gharbo asked the Board to support the previously mentioned suggestions about
17 library services. He stressed the need for rural access to library services and suggested access
18 to the under-used Efland Community Center. He said he will apply to a library services work
19 group.
20

21 Paul Rockwell speaks for Orange County Voice. He said the group supports excellent
22 libraries, schools and social services. He expressed a willingness to pay a premium for good
23 services but not for excess buildings, campuses and facilities. He asked the Board to redirect
24 the focus away from building and more on planning better services. He asked for more
25 partnerships to build better service models and save money. He said that more should be done
26 to engage stakeholders.
27

28 Kristen Commons has three children in the CHCCS and her family is a longtime
29 proponent of education in Orange County. This is the third time she has come back to Chapel
30 Hill, and she and her husband chose to live here because of the school system. She is
31 concerned about the programming at Northside Elementary school and whether there will be
32 funding to provide programs to reach all of the children, especially those with special needs.
33 She expressed concern with dipping into the fund balance as this is not a sustainable action.
34 She asked the Board to fully fund the school's budget request to maintain the high quality of
35 education.
36

37 Markus Hoerler said he has children in CHCCS and his family came to Chapel Hill
38 because of the educational system. He asked the Board of County Commissioners to do
39 whatever can be done to fund the schools. He said that the County owes this to the children.
40

41 Rita Lui is a mother of two students in the CHCCS. She said that this County's schools
42 are among the best in the state. She asked to Board to please honor their commitment to
43 quality education. She said that the manager's recommended budget does not cover the cost
44 of opening Northside Elementary and is \$4 million less than what the schools have requested.
45 She said that she is in favor of raising taxes if this is needed to provide the full funding.
46

47 Miriam Thompson has grandsons in dual language programs in the CHCCS. She said
48 she knows that the Commissioners face awesome decisions and challenges in the struggle to
49 create a budget that is inclusive of all in Orange County. She feels that residents and the Board
50 need to speak out against state cuts to public education and diminishing local power. She
51 appealed to the Board of County Commissioners for their help.
52

1 Rani Desi spoke on behalf of the Smith Middle School PTSA. She asked the Board to
2 fully fund both school systems, even if it requires an increase in taxes.
3

4 Victoria Templeton has children in the CHCCS. She said she has been struck by the
5 number of people saying that there is no request for "more" funding. She said everyone needs
6 to stop and look at what has been lost in the last 5 years- 4th and 5th grade caps, teacher
7 assistants, school science lab, foreign language classroom, decreased capital budgets, reduced
8 office staff, and outdated buildings and equipment. She said that, despite these conditions,
9 schools have continued to operate and perform at high levels. She said that these cuts have
10 had a damaging impact already, and now there are higher expectations with new curriculum.
11 She said that teachers are supplementing with their own money, while making less; and parents
12 are supplementing schools with supplies in larger and larger amounts. She said that the cuts
13 were initially used to improve efficiency and now it has progressed to cutting essential
14 programs. She read the district education vision statement and asked which of these visions
15 are to be cut. She said that 1 out of 4 students in the district are at risk and she strongly
16 encouraged the Board to do what is necessary to fully fund the schools.
17

18 Matthew Chamberlain has been living in Chapel Hill for 8 months and has children in
19 CHCCS. His family moved here because of the educational systems. He feels that the biggest
20 infrastructure investment the county can make is to the people in our schools, not the physical
21 buildings.
22

23 Jane Kerwin said she moved here for the education, and she re-located her family here
24 because of this. She has four children in the CHCCS and she asked the Board to keep funding
25 education.
26

27 Scott Windham has two children in the CHCCS. He said that residents know that the
28 Board of County Commissioners is not the bad guy. The state is the bad guy. He said the
29 Board needs to fully fund the schools' budget requests. He said that the schools are only
30 asking for the basics, not luxuries. He said appropriately funded schools are an investment, as
31 they turn out citizens with higher incomes who contribute more to their communities. Though he
32 is a fiscal conservative, he is asking the Commissioners to raise taxes to fund the schools.
33

34 James Easthom has two children in the school system. He asked the Board to fully fund
35 both school systems and suggested a 5 cent tax raise to do this.
36

37 James Barrett is on the CHCCS Board of Education. He said he is here speaking on his
38 own behalf tonight. He said that it has been 5 years since there has been a tax increase or a
39 per pupil funding increase. He asked the Board to please fully fund their school systems this
40 year.
41

42 Neal Haze said he took French in both high school and college. He said that there was
43 a student in his senior year college French class who was more advanced in French due to his
44 Chapel Hill school experience in foreign language. He said he supports fully funding the school
45 systems. He said the victory here is not to keep taxes from being raised, but to do whatever is
46 necessary to keep that quality education.
47

48 Chair Jacobs requested that Clarence Grier distribute the current per pupil amounts to
49 the Board members at the budget work session on June 6th.
50

51 **4. Adjournment of Public Hearing**

52

With no further business to discuss, the meeting adjourned at 9:24 PM.

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8

Barry Jacobs, Chair

Donna Baker
Clerk to the Board

Attachment 3

DRAFT

MINUTES
BOARD OF COMMISSIONERS
BUDGET WORK SESSION
June 6, 2013
7:00 p.m.

The Orange County Board of Commissioners met for a Budget Work Session on Thursday, June 6, 2013 at 7:00 p.m. at the Southern Human Services Center in Chapel Hill, N.C.

COUNTY COMMISSIONERS PRESENT: Chair Jacobs and Commissioners Alice M. Gordon, Earl McKee, Bernadette Pelissier, Renee Price and Penny Rich

COUNTY COMMISSIONERS ABSENT: Mark Dorosin

COUNTY ATTORNEYS PRESENT:

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

Chair Jacobs said he wanted to have a discussion beforehand to give the Board an opportunity to express their concerns and questions about the schools' budgets.

Commissioner Rich said she has heard a lot of passion during the public hearings, and she hopes the Board can be responsive to that. She said one request that has stayed with her was the request from the Jackson Center. She said this center has not requested funding before, and this is a small request for an organization that does a lot of good.

Commissioner Gordon said she hopes something can be done about teacher assistants in both school systems. She said that she has looked at information from CHCCS regarding the opening of Northside. She said that the Board has historically used the district funding to fund the opening of new schools, so this needs to be looked at. She said it is a very challenging year, and there is no way to know all that the state legislature will do. She said the Board just needs to do the best possible job with this budget.

Commissioner Price said she has heard a lot about the schools, and she would like to provide as much funding as possible for both teachers and facilities. She is concerned about some of the non-profit support services that are supplementing the work for the county, such as Brush with Kindness (Habitat), after school programs, the Arts Center, and the Jackson Center. She would like to see how some of these things can be supported.

Commissioner Pelissier said everyone is concerned with the state budget cuts, but the county can't fill in all of the gaps from the state and federal governments. She feels that the whole spectrum of education needs to be considered, including pre-k. She is not happy with what is happening at the state level.

Chair Jacobs said it seems clear that the board wants to do more to support public education, within certain means. He said the Board used to have a social safety net fund to supplement state cuts to essential programs. He said this is what the state is doing, yet again. He hopes that the Board can look at setting aside some funds to target places where people will be hit hardest by changes taking place, such as the poverty levels for child care subsidies.

Chair Jacobs noted that Commissioner McKee will arrive late. He also noted a change to the order of the agenda to accommodate commissioners who need to leave early.

He referred to page 122 in the Budget book as the start to the schools budget discussion.

1
2 **1. Chapel Hill Carrboro City Schools**

3 Ruby Pittman, CHCCS Finance Director, and James Barrett, CHCCS Board of
4 Education member, said there is no official presentation, but this is more of a question and
5 answer time.

6 Commissioner Price said the manager's recommended budget is \$4 million, which is \$4
7 million less than what the schools asked for. She asked for an explanation from the manager of
8 why it was cut this much. She would also like to hear from the school officials about what that
9 cut would mean.

10
11 *Commissioner McKee arrived at 7:15pm.*

12
13 Frank Clifton said there are several aspects with school funding. He said there is an
14 established policy that the county will try to maintain 48.1% of general fund revenues dedicated
15 to schools. He said this number goes straight to schools and includes operations, capital and
16 debt service, and the dollar distribution changes year to year.

17 He said there are also several programs in addition to this that are funded with \$3
18 million in school related funds. He said that any additional allocations to schools are split based
19 on the number of students, as governed by state guidelines. He said that if the additional \$3
20 million is included the percentage is closer to 49%.

21 He said there has been a 3.2% growth in revenue based on existing revenue streams
22 and the existing tax rate, which equates to just over \$3 million. He said that \$2.4 million of this
23 was allocated to schools, based on accommodating the growth in student numbers. He said
24 CHCCS has the district tax, which can be increased to make up for what the county does not
25 fund.

26 Frank Clifton said the key element for the Board is that there is almost no growth in the
27 tax base. This creates a choice of priorities and what to fund. He said staff did what could be
28 done within current revenue streams, and it is the Board's decision whether to do more and how
29 to address that.

30 James Barrett said the school board has not had a discussion of what programs will be
31 cut based on the current funding recommendations. He said the CHCCS budget also does not
32 include other cuts from the state; and some of these items in the budget are state mandated
33 programs, such as health and pension programs. He said the district would need to take other
34 cuts if there is no additional funding. He said there are reductions in this package that the
35 Board of Education (BOE) has already voted to take, and many of these were difficult
36 decisions. He said there has been very negative feedback regarding some of these cuts, such
37 as foreign language classes. He said the biggest mandatory expense is the Northside
38 Elementary School opening. He said that this is a critical need, and if funding for this opening
39 is insufficient, money will have to be pulled from other areas.

40 Commissioner Rich questioned why the county would build a school without being
41 prepared to fund the opening. She said she was with a group of people that did not come to
42 the public hearing and these residents were not in favor of raising taxes. She said this is
43 because these residents cannot afford it. She said the Board needs to look at what can be
44 done without hurting residents. She feels it is important to look at what can be done to support
45 the opening of the school.

46 Commissioner McKee said he is hearing the same thing about holding the line on the
47 general property tax. He believes there is room to accommodate the basic needs without a tax
48 increase.

49 Commissioner Rich said she is not necessarily saying that the Board shouldn't raise
50 taxes, but it needs to be balanced out and not just a reaction to passions.

1 Commissioner Pelissier said one of the things that concerns her is that the CHCCS's
2 request is so much higher than the OCS request, even considering the difference in student
3 numbers. She said that if more is given to CHCCS, it may result in OCS being given more than
4 was requested. She said this has to be weighed out, especially in the face of Northside
5 opening.

6 Commissioner Gordon said there is a precedent for opening CHCCS schools using the
7 district tax, and this should not be discounted as a possibility. She said the voters support that.
8 She noted that voters in the CHCCS district voted for a district tax, whereas OCS voted against
9 one in 2005. She said it may be possible to move money around, and this can be looked at, but
10 there is no way to know and the needs are large.

11 Commissioner Price said, as much as she believes in a strong school system, she does
12 not want to raise taxes. She said that the poverty level is growing in Orange County, and the
13 cost of living is so high that residents are moving to Durham and Alamance County. She said
14 raising taxes should not be the first choice, and the option of moving money around should be
15 examined. She said that the people who showed up at the public hearing in favor of a tax
16 increase are the people who have cars and the time to attend the meeting. She noted that
17 there are many residents without the time or transportation, and these same people feel their
18 opinion does not hold weight.

19 Chair Jacobs said he does not feel there is a need to raise the county wide property tax
20 in order to fund the schools; that is why the district tax is there. He said a lot of what goes on
21 during this time of year is like a dance. People aim high and ask high. The manager aims low,
22 so the Board looks good when the funding is higher. He asked how much would be necessary
23 to restore teacher assistant positions.

24 Ruby Pittman said the budget cut is \$1.3 million in teacher assistants, or 35-37
25 positions.

26 Chair Jacobs said there are different interpretations of fund balances for school systems.
27 He referenced an amendment on page 17 in the agenda tonight, in which the school system
28 explains why there is no excess fund balance that can be applied.

29 Frank Clifton said staff uses the reported numbers from the schools. He said each year
30 the number that is applied is the number that the schools report to the state. He said this is all
31 the staff has until adjustments are made.

32 Chair Jacobs said this means that the school's letter reflects different numbers,
33 subsequent to the numbers submitted to the state.

34 James Barrett said the allocation of \$3.2 million for next fiscal year is included in the
35 budget that is already passed.

36 Paul Laughton said the letter shows the appropriation from this year, and the county takes
37 the audited number. He said the county looks at the policy of the percent of minimum needed,
38 which is 5.5% for CHCCS and 3% for OCS. He said this is where the Board saw the estimated
39 excess above the established minimum.

40 Frank Clifton said the Board of County Commissioners has no control over how money is
41 allocated from the schools to their services. He said the Board tries to make sure the County
42 fund balance is at an appropriate level, so that the debt can be sold and stability can be
43 established. He said that there is also a small amount of excess flexible money included in the
44 budget.

45 Paul Laughton referred to the 48.1% target mentioned by the manager. He said there are
46 5 components that control that. These components are: current expense, recurring capital,
47 long range capital, debt service, and fair funding. He said the debt service is about \$1.3m more
48 than last year and that falls into the component of the 48.1%. He reviewed an excel sheet and
49 clarified some of the distributions.

1 Chair Jacobs clarified that \$1.6 million is approximately 1 cent on the county property tax.
 2 He referred to an excel sheet that tracks funding for the past 25 years and shows that per pupil
 3 funding over this time has either stayed the same or gone up.

4 Commissioner Gordon questioned how the capital will be handled. She said that what
 5 was presented in the budget document was not complete. She asked if all of the things in the
 6 CIP will be in the budget somehow.

7 Paul Laughton said all of the revisions to the CIP are adjusted in their packet agenda,
 8 including a summary.
 9

10 **Orange County Schools**

11 Vice Chair Steve Halkiotis said some things never change, and education is still one of
 12 the most important functions of democratic government. He said that these schools are
 13 important to the community, and they have high cost. He said much of this cost must be met
 14 from County revenue. He understands this is a difficult process, and there are many services
 15 and agencies that need to be funded. He is here to advocate for students and teachers in the
 16 Orange County School (OCS) district who will suffer when the state legislature chops up the
 17 school funding. He listed the many proposals that may impact revenue and he referenced the
 18 possibility of re-segregation, lack of pay increase, increased class size, and fewer teacher
 19 assistants. He said that the OCS request for additional County appropriation is quite modest.
 20 He noted that the free and reduced lunch number has now crossed over the 40% threshold,
 21 which is a first for Orange County. He said the school systems continue to receive punishing
 22 blows, as legislators fail to recognize that it costs far less to educate a child than to house an
 23 inmate in prison or on death row. He said he cares for all of the students in Orange County and
 24 he hopes the Board will better the modest manager recommendation.
 25

26 Patrick Rhodes reviewed the following PowerPoint slides:
 27

28 **Orange County Board of Education Budget Request Highlights 2013-2014**

29 **Return on Investment**

- 30 ✓ Successful 1 to 1 laptop initiative (6-12)
- 31 ✓ Narrowed Achievement Gaps
- 32 ✓ Ranked 4th in the state on the combined A.C.T. scores for the 2011-12 junior class
- 33 ✓ Engineering is Elementary STEM program at Central Elementary School
- 34 ✓ Strong community support and partnerships
- 35

36 **OCS Per-Pupil Funding Rankings***

- 37 ✓ Local Funding 4th
- 38 ✓ State Funding 79th
- 39 ✓ Federal Funding 107th
- 40 ✓ Total Funding 39th

41 North Carolina ranks 47th in the nation
 42
 43

44 **Revenue Sources for 2012-13 (Pie Chart)**

45 **2013-14 Budget Drivers**

46 **Unknowns**

- 47 ✓ Virtual Charters
- 48 ✓ School Vouchers
- 49 ✓ Changes in the allotment system
- 50

- 1 ✓ Level of state funding
2

3 **County Student Enrollment Projection 2013-14**

4	NC DPI Certified Students	7,501
5	Less Out-of-District Students	89
6	Plus Charter School Students	254
7	Total Projected by the BOCC	<u>7,666</u>
8	Projected Enrollment Increase:	81

9
10 **Student Eligibility for Free and Reduced lunch (Bar graph)**
11

12 **Impact of Federal Sequestration on OCS Programs**

13	✓ Title I	\$46,559
14	✓ Title II	\$11,200
15	✓ Title III	\$2,829
16	✓ IDEA	\$95,420
17	✓ Career/Tech	\$3,705
18	✓ 21 st Century	\$10,600
19	Total Reduction:	\$170,313

20
21 **State per Pupil Funding (Bar Graph)**
22

23 **Comparison of State Funding*** (Bar Graph)
24

25 **Funding Reductions from the Proposed Budgets**

26	✓ Governor's budget reduces funding for 27	\$879,213
27	Teacher Assistants	
28	✓ Senate's budget reduces funding for 33	\$1,074,594
29	Teaching Assistants	

30
31 **Request for Additional County Appropriation**

32	✓ Reduction of 27 Teaching Assistants	\$879,213
33	✓ Local school safety appropriation	\$220,000
34	✓ Reading teacher at Central E.S.	\$55,000
35	✓ Pre-K itinerant E.C. teacher	\$55,000
36	Total Request	\$1,209,213

37
38 **Priority Uses for Fund Balance**

39	✓ Orange High School	\$1-1.25 million
40	steam line replacement	
41	✓ Initial implementation of	\$1-1.8 million
42	Security study Recommendations	
43	✓ Activity Bus Replacement	\$500,000
44	Total:	\$2.5-3.6 million

45
46
47 Commissioner McKee asked for clarification on the County's fund balance.

48 Paul Laughton said the projected number for June 30th keeps the balance right at the
49 17% goal and policy.

1 Commissioner McKee asked at what point this number would adversely affect their
2 credit rating.

3 Paul Laughton said the policy is reviewed by the LGC very carefully. He said that if the
4 percentage falls just a little it may not have an effect in the short term, but it may affect the long
5 term. He said the main concern is not to jeopardize their AAA rating. He said the desire is to
6 stay at the 17%.

7 Commissioner McKee asked what 1% on fund balance will equal in dollars.

8 Paul Laughton said 17% puts the number at \$32 million in fund balance. He said the
9 Board needs to be mindful that revenues don't come in until later in the year, and that fund
10 balance is used to pay monthly capital to the schools and to pay bills.

11 Commissioner McKee said that the 17% represents 3 months of revenue, and Paul
12 Laughton agreed.

13 Commissioner Price said that part of the reason the budget is decreased is the nutrition
14 services number. She noted that the school board is requesting \$37,800 and the county
15 recommendation is \$8000. She asked what will happen with this.

16 Paul Laughton said this is the school system's budget, not the County's.

17 Patrick Rhodes said no cuts are being made to school nutrition services. He said there
18 were some changes made in Federal appropriation to reflect that, and this means less local
19 funding has to be appropriated.

20 Steve Halkiotis said their child nutrition is self sustaining and has been showing a profit
21 for the past several years.

22 Chair Jacobs referred to the \$900,000 to replace teacher assistants and compared this
23 to Steve Halkiotis' mention of a certain number of teacher assistants that could be replaced.
24 He asked for clarification on whether this is included in the \$900,000.

25 Vice Chair Halkiotis said the board is simply looking at scenarios in order to hold on to
26 their teacher assistants, even if it means cutting hours. He said efforts are being made to keep
27 these assistants employed.

28 Commissioner Rich left at 7:59.
29

30 **Durham Technical Community College (DTCC)**

31 Penny Gluck said there is no formal presentation, but she and Robert Keeney are here
32 to answer questions. She said there is a lot of excitement about the higher enrollment at their
33 Orange County Durham Tech campus. She said enrollment is up by over 74% this year, and
34 there has been an 83% increase in curriculum course offerings. She said DTCC is here this
35 evening to ask for a modest increase

36 Robert Keeney brings greetings from Durham Tech's President Ingram, who was unable
37 to attend.

38 Commissioner Price said she had attended the graduation ceremonies at DTCC and the
39 excitement was remarkable. She said it is evident that a lot of good work is happening.

40 Chair Jacobs said the Board is very pleased to have a DTCC campus in Orange County.
41

42 Chair Jacobs asked about the page number order and why this is not in alphabetical
43 order and with page numbers. He noted page numbers for the remaining discussion items.

44 Paul Laughton said elected officials are usually listed first, and then it should go in
45 alphabetical order after that, with a few exceptions.
46

47 **2. Sportsplex**

48 ***Budget Highlights***

- 49 • Budgeted program revenues for FY 2013-14 are projected at a 9.2% increase over
50

1 budgeted FY 2012-13 revenues, and program expenditures are budgeted at a 4.2%
2 increase when compared with the FY 2012-13 budget.

3 • Capital improvements to the building will be required in FY 2013-14 due to the age of the
4 facility; a detailed list of these improvements is included in the FY 2013-18 Capital
5 Investment Plan.

6 • The \$360,000 reflected Capital Outlay in the FY 2013-14 Manager Recommended Budget
7 represents anticipated surplus revenue that will be held in a reserve account for future
8 repairs/replacement.

9 • Offsetting revenues include the Transfer from the General Fund to cover the annual debt
10 service on the building. The Transfer from the General Fund for FY 2013-14 is \$376,450.

11
12 Paul Laughton referred to page 268 of the abstract, as well as attachment E. He
13 reviewed the additional information listed in the abstract line item breakdown, major programs
14 and revenues/expenses. He noted the Sportsplex is looking at about a 9.2% increase in overall
15 revenues next year and a 4.2% increase in expenses. He said the ice rink has been a major
16 source of revenue increase, as well as the Kidsplex afterschool programs and the fitness
17 programs.

18 John Stock said that a recent forecast showed year-to-date operations line up remarkably
19 well with the budget. He said the facility is beginning to get into some capacity concerns that
20 may affect increasing revenues. He said the 4% increase in expenses is partly due to some
21 unplanned expenditures that included \$60,000 for a new compressor, the purchase of a new
22 server and design for a new website. He said that these would normally be CIP items, but
23 because they were unbudgeted, these were paid for out of operating expenses.

24 He said that, after years of 10% annual growth, there has been a slowdown. He said the
25 lobby expansion will allow more flexibility for exercise classes and for Kidsplex. He said there
26 are some aggressive numbers in the CIP. He said the facility is doing its job well and the
27 community is responding to this and driving this growth.

28 John Stock said that some of the key areas of need are for the afterschool, senior and
29 young family programs. He said the facility is open 360 days a year from 5:30 AM until just
30 past midnight, regardless of weather. He said the lobby expansion will pay for itself in terms of
31 more membership. He said that the proposed new turf is to be used, not only for sports, but as
32 a walking area for seniors as well. He said there are child development programs that also use
33 the turf and cater to children as young as 18 months.

34 He reviewed some of the growing programs, including soccer training. He said the center
35 provides a unique perspective on the business of sports. He reviewed several consulting
36 partnerships with other companies.

37 Chair Jacobs said the Board appreciates the Sportsplex and said it is popular with the
38 staff.

39 40 **3. County Departments**

41
42 Paul Laughton said that the budget and management heads for each department will
43 handle introductions as well as a brief highlight of budget drivers for the next year. He said this
44 will be followed by elaboration from the department heads.

45 46 **Register of Deeds**

47 page 237

48 49 ***Budget Highlights***

- The increase in Revenues, both in the 12 Month Estimate and in the FY 2013-14 Manager Recommended Budget, is due to an increase in recordings from re-financing as well as increased building activity.

Darryl Butts reviewed the increase in revenues. He said this is primarily due to an increase in excise stamp fees and register of deeds fees, as well as increase in marriage license fees. He said much of the increase is also due to increases in re-financing or building activity. He said there was no requested capital outlay in this budget.

Register of Deeds Deborah Brooks thanked the Commissioners and the manager for their efforts.

Commissioner McKee noted the lack of request for any capital outlay. He asked about the department's dependence on technology and asked if there was a good comfort level with this.

Paul Laughton said there is an automation enhancement fund in the Capital Project fund and this puts 10 percent of revenues into a technology fund for enhancements.

Chair Jacobs referred to the last item on the second page and asked if the increase in stamps is a result of re-financing and increased building activity.

Frank Clifton said this is mostly due to re-financing.

Chair Jacobs noted that there was a period where there were no projected increases in revenue.

Sheriff

page 240

Budget Highlights

- The FY 2013-14 Manager Recommended Budget includes an increase of \$184,469 in Temporary Personnel due to budgeting for seven (7) Reserve Deputies in Orange County Schools (OCS), which is completely offset by reimbursement revenues from OCS.
- The increase in Operations is due to a \$.05/mile surcharge in Motor Pool for future vehicle replacement within a separate Internal Service Fund; all other Operational accounts remain budgeted the same as in FY 2012-13.

Paul Laughton thanked the Sheriff for holding the line on operations. He noted that the increase is due to the surcharge for departments, and this will be done on a three year phase-in that will increase to \$.10. He said the \$.05/mile brings in about \$150,000.

Sheriff Pendergrass said he feels good about the budget, and if the reserve deputies can be placed at the schools, that would be good for safety.

Commissioner McKee said that vehicles are the department's main expense and he asked if the sheriff is good on his vehicles.

Sheriff Pendergrass said there are 6 vehicles on order and there will be 6 more next year.

Paul Laughton said the vehicle replacement program will be discussed on June 11.

Commissioner Gordon said she would like to know more about the School Resource Officers.

Sheriff Pendergrass said, back in December, after the Sandy Hook incident, he put SROs in every school. He said the County has a plan for 7 reserves who will be working in the schools, not as security officers. These officers will be teaching a child abuse reduction education program in every one of the elementary school classrooms. He said all of these officers are certified, sworn, law enforcement officers.

1 Commissioner Gordon asked if this is different from School Resource Officers (SROs),
 2 which were discussed in at the budget session in May. She said the information at that meeting
 3 said the Sheriff's office would provide SRO's for the middle and high schools. She reviewed the
 4 numbers from this proposal.

5 Sheriff Pendergrass said these officers are on an hourly rate and benefits are not being
 6 put forth because these are retired officers.

7 Commissioner Gordon asked if this provides SRO coverage for all of the schools in
 8 OCS.

9 Sheriff Pendergrass said yes. He said all of the County schools will have coverage, but
 10 not the Chapel Hill or Carrboro schools. He said Orange High school has two deputies, so
 11 there is a backup for Cedar Ridge.

12 Commissioner Price asked if there are any obstacles with the jail facility improvements
 13 or the new jail. She also asked for an update on the shutdown of the Orange County
 14 Correctional facility.

15 Sheriff Pendergrass said he is not sure if this new facility is ready to happen, and he is
 16 holding his breath on this. He said there is a brand new unit that is capable of holding 800
 17 people.

18 Commissioner Price complimented the Sheriff and his department for their efforts in the
 19 County.

20 Commissioner Gordon also expressed her thanks.

21 Chair Jacobs referenced Hillsborough Police Department's desire to start a program in
 22 elementary schools for security, and he asked how this affects the deputies.

23 Sheriff Pendergrass said, if Hillsborough is able to get a grant for this program, there
 24 would be two officers working three schools- Cameron Park, Central and Hillsborough
 25 Elementary. He said that this would be the choice of the Police Department and the school
 26 board. He said the Sheriff's department would still have one person in each school. He said
 27 the safety and welfare of these children is very important to him and the rest of the department.

28 Chair Jacobs said the Board appreciates the Sheriff's cost conscious efforts. He also
 29 complimented the sheriff and his staff for being non- threatening and approachable. He said
 30 this is a strength of the sheriff's leadership.

31 Sheriff Pendergrass said the philosophy of his department is to treat everyone how you
 32 would like to be treated.

33 Frank Clifton said one of the ways the staff balances the budget is evident if you look at
 34 the department request of \$10 million and the budget amount of \$9 million. He said the \$10
 35 million represents the full funding of operations for the entire year, including adding staff
 36 positions. He said that these people are phased in. He said that the \$9.2 million will be the
 37 operating budget for the coming year, but by July of next year the operating budget will be
 38 \$10.2 million when all staff positions are filled.

40 **Emergency Services**

41 page 125

43 ***Administrative Services:***

44 ***Budget Highlights***

- 45 • The Capital Outlay for FY 2013-14 includes \$16,000 for the third year of a three year
 46 program to purchase and install AED's in County facilities, and \$1,975 for a door card
 47 access system.
- 48 • The FY 2013-14 Manager Recommended Budget includes full year funding for a Radio
 49 Systems Technician position (1.0 FTE) approved in November 2012.

- 1 • The FY 2013-14 Manager Recommended Budget includes \$27,300 in Contract
2 Services for the installation of HVAC systems currently in stock to provide back up to
3 9 1-1 Center and Emergency Operations Center (EOC,) in the event of equipment or
4 power failure. Additional system will be installed in the warehouse to regulate
5 temperature.
- 6 • The “sitdown” forklift that was purchased with the 510 Meadowlands building no longer
7 functions and is not serviceable, given its age. Without a replacement, Emergency
8 Services is not able to unload delivery trucks, which is a critical function during Strategic
9 National Stockpile distributions and disaster operations. The current forklift is not rated
10 at an appropriate weight capacity to serve the needs of the Emergency Services/the
11 county; the new forklift offers additional weight capacity to ensure that ES can fulfill
12 loading/unloading needs during normal and disaster operations. A lease option of
13 \$4,167 is included in the FY
14 2013-14 Manager Recommended Budget.
- 15 • The FY 2013-14 Manager Recommended Budget includes additional funds of \$22, 125
16 for uniforms for additional staff and re-branding the entire department.

17
18 ***Life Safety Division:***

19 ***Budget Highlights***

- 20 • The FY 2013-14 Manager Recommended Budget includes Capital Outlay funds of
21 \$26,835 for a Fire Extinguisher Training System, which will make fire extinguisher
22 training safer for trainees and more cost effective, as well as the replacement of a
23 current fit testing machine and fit testing cards, and includes a computer and printer to
24 allow more portable fit testing for all emergency responders.
- 25 • Includes full year funding of the Fire Marshal position that was budgeted in FY 2012-13
26 for six (6) months (starting January 1, 2013)

27
28 ***Communications Division:***

29 ***Budget Highlights:***

- 30 • Consistent with the Comprehensive Assessment of EMS and 9-1-1/Communications
31 Center Operations Study, the FY 2013-14 Manager Recommended Budget includes
32 four new (4.0 FTEs) Telecommunicator positions and one new (1.0 FTE) Quality
33 Assurance/Training Officer position, effective January 1, 2014
- 34 • The FY 2013-14 Manager Recommended Budget also includes full year funding of two
35 (2.0 FTE) Telecommunicator which started January 1, 2013, and full year funding of a
36 Quality Assurance/Training Officer position (1.0 FTE) approved in November 2012.
- 37 • Includes increases in Overtime funding of \$92,986 to meet Fair Labor Standards Act
38 (FLSA) and for new positions.
- 39 • The decrease in Operations for FY 2013-14 is due to moving the Motorola maintenance
40 to the 9-1-1 Fund (\$37,000), and not budgeting for the Narrowbanding project (\$14,800)
41 which was completed in FY 2012-13.
- 42 • The FY 2013-14 Manager Recommended Budget includes Capital Outlay funding of
43 \$14,797 for a paging encoder to use as a backup in the event of a 9-1-1 Center failure,
44 the purchase 4 desktop computers for the 9-1-1 Center, as well as an interactive
45 situational awareness monitor.

46
47 ***Emergency Medical Services Division***

48 ***Budget Highlights***

- 1 • Consistent with the Comprehensive Assessment Study of EMS, the FY 2013-14
2 Manager Recommended Budget includes four (4.0 FTEs) EMS Assistant Supervisor
3 positions, effective January 1, 2014.
- 4 • The FY 2013-14 Manager Recommended Budget also includes full year funding of 6.0
5 FTE Paramedic positions that were budgeted for nine (9) months in FY 2012-13.
- 6 • An increase in Overtime of \$143,559 is budgeted in FY 2013-14 to comply with the Fair
7 Labor Standards Act (FLSA) and the change in the work schedule from 24 hour shifts to
8 12 hour shifts.
- 9 • Emergency Services requested the replacement of 14 LIFEPAK® 15's in FY 2013-14
10 \$528,458 to accommodate nine active EMS units, two EMS Supervisors, leaving seven
11 units for use at special events, equipment service and to ensure sufficient equipment
12 availability should failures occur. These LIFEPAKs are scheduled to be debt financed
13 during FY 2013-14.
- 14 • Emergency Services is recommending the continued utilization of Target Solutions, on
15 line EMS continuing education software to allow EMS providers to train while on duty
16 and to reduce the number of face to face training hours. In addition this allows for
17 greater performance tracking that is needed to maintain records for state compliance.
18

19 Darryl Butts said there are nine new full time employees in the above recommended
20 budget and all of them are recommended to start on January 1st. He said there is also full year
21 funding coming on for staff members not previously fully funded. He said there are some
22 overtime increases being implemented. He reviewed the other budget highlights.

23 Jim Groves said the re-branding is because the staff currently wears bright orange t-
24 shirts, and this causes a lot of heckling. He said the re-branding is to get the dress in line with
25 core values. He said the goal is to have staff in polo shirts by the first part of the year, as well
26 as switching to a "hard shirt" with a badge and patch to designate position. He said the goal is
27 to make sure the public knows that this is a professional organization.

28 Darryl Butts said there are areas of decrease in the communications division.

29 Commissioner Price asked about the new shirt color.

30 Jim Groves said the EMTs and paramedics will wear gray.

31 Commissioner Price referred to the capital outlay information on page 125 and said the
32 manager recommended less. She asked if this is regarding the change to the ambulance.

33 Darryl Butts said this change is due to the request of 14 lifepaks, which are actually
34 debt financed.

35 Paul Laughton said this will be brought back to the Board in the late fall.

36 Commissioner Price clarified that this budget is satisfactory from standpoint of being
37 equipped for safety.

38 Jim Groves said the department has these lifepaks, though they will need to be replaced
39 in the coming year. The current 14 will continue to have capability.

40 Paul Laughton said this will be part of the fall financing package, along with the vehicle
41 financing.

42 Chair Jacobs asked if EMS had finished deploying all of the defibrillators in the facilities.

43 Jim Groves said this was still happening, and he would check on it and get back to the
44 Board.

45 Chair Jacobs said he was confused by the addition of 6 telecommunicators and how this
46 relates to the increase in overtime.

47 Jim Groves said since these employees do shift work that is over 40 hours per
48 week, and overtime is built in. He said the more staff involved, the bigger the increase in
49 overtime.

1 Frank Clifton said these people work 12 hour shifts and then have built in overtime per
2 week. He said the pay is done according to federal law.

3 Chair Jacobs asked if the earlier overtime for Emergency Services was to fill in for
4 vacant positions.

5 Frank Clifton said everyone works the staggered shift and everyone has some overtime
6 built in. He said that if someone is out, then another employee has to be paid overtime to fill in.
7 He said that more staff helps balance the overtime. He said that if everyone worked a 40 hour
8 work week, there would be more employees and more benefits; so overtime keeps overall
9 operating cost lower.

10 Chair Jacobs said this just seems counterintuitive.

11 Frank Clifton said the number of overtime hours for substitutes is analyzed, and at some
12 point it makes more sense to hire a position.

13 Commissioner Gordon said it is helpful to have a chart that includes all of the new
14 positions.

15 Paul Laughton said this chart is available on page 31 and 32.

16 Chair Jacobs said, in the past, the County adopted a policy about overtime, and it was
17 tracked through temp and overtime hours. He hopes the County is not going backwards and
18 hiring temporary workers to avoid paying benefits.

19
20 **Solid Waste (including Fee Schedule change requests and Non-Departmental items)**
21 **257 (p. 186-87 and pages 358-59)**
22

23 ***Budget Highlights***

- 24 • The difference in the FY 2013-14 Department Request and the Manager Recommended
25 budgeted amounts within the Environmental Support division relates to the Charges by
26 the General Fund to Solid Waste for the cost of a position within Tax Administration
27 dedicated to 3R fee collections and the 50% cost of a position in the Planning
28 Department for work on the Regulated Recycling Materials Ordinance. The department
29 had eliminated these costs of \$74,401 from their request, but they were added back in
30 the Manager Recommended Budget.
- 31 • The Capital Outlay of \$11,661 in FY 2013-14 is for the replacement of an air
32 compressor.
- 33 • Continue to fund the planning, education and preparation for ongoing improvements at
34 convenience centers and other programmatic changes per BOCC.
- 35 • Continue to conduct enforcement of littering, illegal dumping, licensing and other county
36 solid waste ordinance.
- 37 • Implement closure procedures of MSW Landfill consistent with BOCC's closure
38 decision and applicable State regulations. Dispose of surplus MSW equipment and
39 vehicles once closure is completed.
- 40 • Complete organizational restructuring per an approved reduction in force.
- 41 • Landfill hours of operation proposed to be reduced six hours per week due to staff
42 reductions. The MSW Landfill closes on June 30, 2013.
- 43 • With the MSW Landfill closing, the FY 2013-14 Budget includes the elimination of 2
44 vacant positions (Landfill Equipment Operator and Landfill Inspector); elimination of 1
45 position upon the June 30, 2013 retirement of incumbent (Weighmaster), as well as
46 moving 2.0 FTE Landfill Equipment Operator positions from the Landfill division to the
47 Recycling division. Also, there are an additional 2.0 FTE Landfill Equipment Operator
48 positions that are only budgeted for partial year, one through 8/31/13 and one through
49 9/30/13.

- 1 • Non-Permanent Personnel is reduced by \$56,262 due to the closing of the MSW
- 2 Landfill.
- 3 • Capital Outlay of \$3,292,149 for FY 2013-14 includes the costs for the Landfill closure
- 4 • Transfer recycling programs previously funded through the MSW landfill to Recycling
- 5 Division.
- 6 • Initiate a mattress recycling program on current landfill property, funded through a
- 7 special waste tipping fee of \$10.00 per piece. Anticipated revenue from this new fee is
- 8 \$25,500 in FY 2013-14.
- 9

10 **Landfill:**

11 **Budget Highlights:**

- 12 • The increase in Personnel Services in FY 2013-14 includes the transfer of 2.0 FTE
- 13 Landfill Equipment Operator positions from the Landfill division to Recycling, and an
- 14 increase of \$20,245 in Non-Permanent Personnel that was previously funded in the
- 15 Landfill division.
- 16 • The increase in Operations in FY 2013-14 within this division includes increases in
- 17 Equipment and Vehicle Supplies and Repairs due to equipment transferred from Landfill
- 18 to Recycling.
- 19 • Capital Outlay funds of \$76,246 include the replacement of a trailer of hauling
- 20 recyclables.
- 21 • The decrease in Revenues in FY 2013-14 is mostly attributed to the elimination of the
- 22 3R Fee tiers (Urban, Rural, and Multi-family)
- 23 • The FY 2013-14 Manager Recommended Budget includes an increase in the 3R Basic
- 24 Fee from \$37.00 to \$47.00, effective July 1, 2013. This is anticipated to generate
- 25 \$591,757 in additional revenue in FY 2013-14.
- 26 • Saved an estimated \$112,000 in urban curbside recycling contract costs by transitioning
- 27 the program to single stream collection in FY 12-13.
- 28 • Worked with UNC to have them take over the funding of their food waste programs on
- 29 campus saving the County an estimated \$44,000 in food waste/compost contract costs
- 30 in FY 12-13.
- 31 • Started to sell used oil to market with estimated revenue of \$18,000 in FY 12-13.
- 32 • Entered a new Household Hazardous Waste disposal and recycling contract in FY 12-13
- 33 saving an estimated \$20,000 in contract expenditures.
- 34

35 **Sanitation Division:**

36 **Budget Highlights:**

- 37 • The FY 2013-14 Manager Recommended Budget includes two new .625 FTE
- 38 Convenience Center Operator positions to cover additional hours for two district Solid
- 39 Waste Convenience Centers (Eubanks Road and Walnut Grove Church Road SWCCs.
- 40 It also includes the increase of a total of .750 FTEs for four current Convenience Center
- 41 Operators to handle these increased hours of operation.
- 42 • The increase in Operations in FY 2013-14 in Sanitation is mostly attributed to an
- 43 increase in debt service payments for the SWCC improvement projects, and due to
- 44 additional vehicle maintenance and supplies costs associated with hauling solid waste to
- 45 the Durham Transfer Station.
- 46 • Continuation of the SWCC Improvements Project by implementing Phase II of the Solid
- 47 Waste Convenience Center Improvements at the Eubanks Road Center.
- 48 • The Capital Outlay in FY 2013-14 includes the replacement of one Skid Steer of
- 49 \$36,363 and Design work costs of \$150,000 related to the Eubanks Road Solid Waste

1 Convenience Center (SWCC). The department requested \$197,282 for the replacement
2 of a hook lift collection vehicle, but this is not included in the Manager Recommended
3 Budget for FY 2013-14.

- 4 • The FY 2013-14 Manager Recommended Budget includes an Increase in the Sanitation
5 household fee (Multi-family from \$2 to \$4, Urban from \$10 to \$20 and Rural from \$20 to
6 \$40) to partially fund SWCC improvements, hauling to the Durham Transfer Station and
7 the expanded hours on Thursdays at the Walnut Grove and Eubanks Road SWCCs.
8 These fee increases are consistent with the phased in process to transition the
9 Sanitation division from being fully funded by the General Fund to being funded
10 eventually by the Solid Waste Enterprise Fund.
- 11 • Expand operational hours at the Walnut Grove and Eubanks Road SWCCs by opening
12 on Thursdays from 7 a.m. to 6 p.m. effective Thursday, September 5, 2013.
- 13 • The General Fund contribution to Sanitation for FY 2013-14 is \$1,869,496; this
14 represents an increase of \$275,270 from FY 2012-13.

15
16 Frank Clifton said, with the closure of landfill, the department decided to add another
17 day to the solid waste convenience centers. He said the current proposal has convenience
18 centers closed on Wednesdays only and re-opens the centers on Thursday.

19 Darryl Butts reviewed the budget highlights listed above.

20 Frank Clifton said the landfill reserve fund is being used for one year of operating cost.

21 Darryl Butts said the general fund contribution for FY14 is \$1.8 million, which is
22 \$275,000 over FY13.

23 Gayle Wilson said the budget preparation process has become more efficient over the
24 past 8-10 years. He said the solid waste department is going through multiple transitions at this
25 time, with 3R fees and the landfill closing. He said staff hopes to re-stabilize operations and
26 finances in the next couple of years and come out better than before. He said it has been 6
27 years since the basic 3r fee has been increased. He said the budget proposed for next year is
28 10% less than this present year. He said efforts are being made to minimize the impact of this
29 current financial storm.

30 Commissioner Pelissier asked about the increase in the household fee. She said it is
31 important to make it clear that the Board of County Commissioners has voted on this before,
32 and it is a planned increase. She asked if this is the last planned increase.

33 Gayle Wilson said the increase started out low and the Board's goal was to gradually
34 increase it with a corresponding decrease in general fund contributions.

35 Commissioner Price said the Board had asked for a meeting with the small haulers, and
36 she would like to know the results of this. She questioned, if small haulers are allowed, how
37 this will affect their revenues.

38 Gayle Wilson said he met with the private hauler from Efland, and he understood her
39 questions and concerns. He has not heard back from her or any of the other haulers. He said
40 staff did an evaluation in-house of what that impact would be, and a report has not been
41 produced yet.

42 Commissioner Price said she does not want to see these small haulers go out of
43 business.

44 Chair Jacobs said the Board could contact the private haulers for a meeting and give
45 them a draft report to look over, and then report back to the Board of County Commissioners

46 Gayle Wilson said this could be done over time. He said he thinks most haulers have
47 probably found a resolution, and this is why none have contacted him.

48 Frank Clifton said many are likely using other landfills or convenience centers. He said
49 even if these small haulers are worked with, it will likely not factor into the bottom line of the
50 budget.

1 Commissioner Price said her concern is that it is deleted in the fee schedule.
2 Frank Clifton said a fee was not created. He said it would likely end up being an
3 agreement with the individual hauler, and the established fee would come before the Board for
4 approval.

5 Commissioner Price asked where the haulers would go if this budget is passed as is.

6 Gayle Wilson said the current policy does not allow small haulers to use convenience
7 centers. He said the new site and concept are not designed for commercial loads. He said he
8 spoke with DENR, and he was told that if commercial loads are accepted at convenience
9 centers, these centers will likely have to be permitted as transfer stations. He said there are
10 significant regulatory issues with this.

11 Commissioner Price said she has also spoken with the Efland Trash Service owner, and
12 she does not feel that these haulers have commercial size loads. She said these are not much
13 larger than a normal load. She asked for staff follow up on this issue.

14 Chair Jacobs asked Gayle Wilson to contact known haulers to see where their waste is
15 being taken and how many people are being served; and then talk with them about state
16 regulations. He asked for the results of this to be brought back to Board of County
17 Commissioners.

18 Commissioner McKee said, with the closing of landfill and the transfer of two employees
19 to recycling, he assumes it is taking more employees to operate that site.

20 Gayle Wilson said due to size of the site, there have been three instead of two
21 employees. He hopes that once residents are trained in use, the staff can be cut down to two.

22 Commissioner McKee said the biggest problem he has with this proposal is the increase
23 of the sanitation household fee. He asked why urban had a \$10 increase and rural had a \$20
24 increase.

25 Gayle Wilson said the rural residents use the convenience centers more than urban
26 residents, so this was reflected in the fee difference.

27 He said he is willing to look at this again, but he feels this is a fair spread based on past
28 studies regarding use.

29 Commissioner McKee said all residents do not get the same amount of services for their
30 tax dollars. He said a fee is a tax by a different means. He said there seems to be a
31 disproportionate slant against the rural population.

32 Gayle Wilson said staff feels it is proportionate.

33 Chair Jacobs referred to the 2013-14 objectives and the captured percentage numbers
34 for household waste, plastic, and food waste. He asked if there is an objective of capturing a
35 certain percentage of food waste.

36 Gayle Wilson said this is so new and unique that it would have been a guess. He said
37 staff would like to have a year of experience before making projections.

38 Chair Jacobs said there was an objective regarding regional composting. He hopes the
39 county can get to a place of doing its own local food composting in a closed loop system.

40 Gayle Wilson said staff has given this a lot of thought and there are plans to include
41 food waste at the Eubanks site. He said the problem with composting is the need for a proper
42 place to do it. He said siting issues have brought down many good ideas.

43 Chair Jacobs said he hopes the department has learned from the Walnut Grove
44 experience and can apply this at the Eubanks Convenience Center. He asked for examples of
45 this.

46 Gayle Wilson said one lesson learned is with regard to the the concrete pad. He said
47 these were not made long enough and had to be lengthened; so the pads will be made longer
48 at Eubanks. He said there were some water issues with the canopies that cover sheds, and
49 staff now knows that gutters need to be added to these. He said there will also be a need to
50 address some issues with attendants and how things are grouped together in the new center.

1 Commissioner McKee said a citizen had approached him with complimentary words
2 about the new convenience centers.

3
4 **Asset Management Services** (AMS)
5 page 55

6
7 ***Budget Highlights***

- 8 • Decreases in Personnel Services for FY 2013-14 is related to the transfer of an Asset
9 Management Coordinator position to Finance and Administrative Services and the
10 transfer of a Facilities Maintenance Coordinator position to the Department on Aging
11 during FY 2012-13.
- 12 • The FY 2013-14 Manager Recommended Budget includes an increase in Training and
13 Professional Development costs of \$35,545 – AMS plans to aggressively incorporate
14 skills development training in all functional areas to include technical “currency” training,
15 leadership training, advanced certifications in support of the department mission and
16 efficiency. The program also seeks to establish a foundation, culture and identifiable
17 career progression system for more confident, professional, entrepreneurial, and loyal
18 employees dedicated to supporting Orange County government.
- 19 • Mandated energy costs – Asset Management Services has budgeted for Duke Energy’s
20 requested 10% rate increase for electricity and the natural gas industry-projected
21 increase of 10% from current low rates, for FY 13-14. Despite these rate increases, the
22 overall utility budget request includes an increase of less than 1% in utilities due to the
23 divestiture of, and lowering of utility intensity within, certain buildings as well as
24 continued implementation of efficiency measures.
- 25 • Vehicle replacement funds are being accumulated through the new Internal Services
26 Fund (“ISF”) established in FY 2012-13. Effective July 1, 2013, an additional \$.05 per
27 mile driven will inure to this fund. An estimated 3,027,000 miles will be driven County-
28 wide during FY 2013-14, equating to an estimated \$151,350 in budgeted contribution to
29 the ISF.
- 30 • For FY 2013-14, the Motor Pool division includes a cost of Personnel, Operations, and
31 Capital Outlay of \$1,723,696, less the chargebacks to departments of \$1,502,934 for a
32 net Motor Pool cost of \$220,762. (Motor Pool division budget highlight).
- 33 • Capital Outlay of \$1,723,696, less the chargebacks to departments of \$1,502,934 for a
34 net Motor Pool cost of \$220,762. (Motor Pool division budget highlight).
- 35 • For FY 2013-14, the Motor Pool division projects a decrease in unit costs for gas and
36 diesel. However, overall fuel cost will increase due to the Solid Waste Department
37 beginning to acquire diesel fuel from the County’s fuel station located at the Asset
38 Management North campus. The Solid Waste Department is charged back for diesel
39 fuel acquired at this facility.
- 40 • The FY 2013-14 Manager Recommended Budget includes Capital Outlay funds of
41 \$78,994 for the purchase of diagnostic equipment for building and system
42 troubleshooting/repair; the purchase and installation of a camera system for the Eno
43 River parking deck; the purchase of an additional heavy duty lift for servicing
44 ambulances and buses; and purchase of additional floor care machines to service high-
45 demand health care areas at Southern Human Services Center and Whitted Human
46 Services Center.
- 47 • Reclassified an Automotive Mechanic Helper position to a Facilities Maintenance
48 Technician I during FY 2012-13, and moved the position from the Motor Pool division to
49 Custodial Services division.

50

1 Darryl Butts reviewed the budget highlights listed above.

2 AMS Director Jeff Thompson said the department is holding the line on personnel and
3 maintaining high quality of service through increased productivity. He said this is achieved
4 through increased training.

5 Jeff Thompson recognized the staff members responsible for keeping costs down and
6 the budget on track. He pointed out information on page 59 regarding the efficiency of
7 maintenance staff management. He said there are forecast increases in energy, and much of
8 this is related to heating and cooling, so the geothermal systems will help to offset this.

9 Chair Jacobs asked about the video recording in the parking deck and questioned if this
10 is live.

11 Jeff Thompson said this will tie into an existing system, which has a 2 week running loop
12 on a digital recorder. This will allow any suspicious events to be recorded and placed on a disk.
13
14

15 **Child Support Enforcement**

16 Page 84
17

18 ***Budget Highlights***

- 19 • 2013-14 Revenues: Revenues will decrease by \$195,000 due to reduced expenditure
20 reimbursements (cost allocation plan) and State incentive payments. Unemployment,
21 underemployment and an expected reduction in unemployment benefits will continue to
22 effect collections, next year.
23

24 Tonya Walton said the expenditure budget for this year totals \$905,000, which is a
25 \$1300 decrease. She said the \$195,000 revenue loss equates to a 13% decrease. She said
26 \$150,000 of that is due to a change in the cost allocation plan. This means there are reduced
27 reimbursements for incurred costs. She said there are losses in incentive payments. She said
28 that operations remain relatively flat.

29 Child Support Director Janet Sparks said that what this department does is more
30 important than ever in this tough economic environment. She appreciates the support of the
31 Board.

32 Commissioner McKee expressed his appreciation for staff efforts to take care of the
33 children in Orange County.

34 Commissioner Price asked about the \$2500 in capital outlay.

35 Janet Sparks said this was for additional furnishings for the west campus; however this
36 has been removed from the budget, as it was already purchased using this year's budget.

37 Chair Jacobs asked about the rent amount in the Sawyer building.

38 Tonya Walton said this was about \$50,000/year.

39 Chair Jacobs said that by moving out the department saved money on rent and freed up
40 space for another business to move in downtown.

41 Tonya Walton said she was reluctant to make the move, but that the parking deck has
42 made it much easier.
43

44 **Cooperative Extension**

45 Page 87
46

47 ***Budget Highlights***

- 48 • The FY 2013-14 Manager Recommended Budget includes \$5,500 in Capital Outlay for
49 the replacement of a refrigerator (\$1,000) and the replacement of a color work group
50 printer (\$4,500).

- 1 • All employees within the Cooperative Extension Service are State employees and are
2 budgeted as contracted personnel, as per the Memorandum of Agreement with the
3 State.
- 4 • The \$5,000 in revenue includes class fee revenue at the W.C. Breeze Family Farm; the
5 County continues to contribute \$10,000 for the programs at the Breeze Farm and is
6 included within the department's operating budget.

7
8 Darryl Butts said there are relatively few changes to this budget. He reviewed the above
9 items.

10 Commissioner McKee commended them on their efforts to assist with the Breeze Farm
11 program.

12 Chair Jacobs asked if Carl Matytec had gotten a copy of the Blackwood Farm master
13 plan and he replied not yet. Chair Jacobs asked that a copy be provided to him.

14 Carl Matytec said his old position is still being held on the county side, and he is trying to
15 address that. He has tried to secure funding from other counties. He said that agriculture is a
16 very prominent business in Orange County, and it is a pleasure to work here. However, he
17 recognizes that this position is still vacant and needs to be filled. He said that many of the
18 traditional farmers are not getting as much attention as the new farmers just entering the
19 business.

21 **Economic Development (including Non-Departmental items)**

23 ***Economic Development:***

24 ***Budget Highlights***

- 25 • Note: The Article 46 Quarter-Center Sales Tax has its own section within the budget
26 document, which outlines tax-funded economic development initiatives.

27
28 Tonya Walton said the Economic Development expenditure budget totals \$392,000,
29 which is an increase of \$19,000 due to some reclassification. She said there is a non-
30 departmental item on page 188 in the community and environment section. She said this is the
31 Research Triangle Regional Partnership, and there is a recommendation of \$20,367, which is a
32 \$207 increase. She noted that counties are now being asked to increase contributions in
33 anticipation of state reductions. In Orange County, this will amount to an additional \$20,000.
34 She said the partnership states that the money will bring greater economic development
35 opportunities, but the direct benefit to Orange County is uncertain. The department is working
36 with the partnership to gain a better understanding of this, and for now the recommended figure
37 remains the same.

38 Frank Clifton said this will be brought back once all of the state changes shake out.

39 Steve Brantley said the background on the probable fee increase in membership with
40 the Research Triangle Regional Partnership (RTRP) relates to the formula for calculating the
41 fee for membership. He said the county pays the same as Durham and Wake County-15 cents
42 per capita, or roughly \$20,000. He said the other eleven counties pay 10 cents per capita. He
43 said the Partnership has asked Orange County to go from 15 cents to 30 cents and has asked
44 the other counties to triple and go from 10 cents to 30 cents. He said the entire region will have
45 to make a decision about this and about whether to stay in the partnership or not.

46 Commissioner Pelissier noted that staff expressed a desire to leverage tourism assets
47 to create more business. She is curious about this objective towards business recruitment.

48 Steve Brantley said the combination of agriculture economic development and tourism
49 strengths can create an agri-tourism endeavor.

1 Chair Jacobs requested periodic reports about economic development activity through
2 either a semi-annual or annual report.

3 Steve Brantley said he will see what can be gathered in a report, and will start providing
4 the Board with this requested information.

5 Chair Jacobs said his experience with RTRP has been that it is equally offensive and
6 insensitive as it is effective. He said he would reserve judgment until he sees the proposal.

7 Steve Brantley said there is a possibility that the State will sub out regional marketing
8 through regional partnerships. He said this would be interesting, but nothing may be known
9 about this for six months.

10 Commissioner Price said she thought that Orange County paid less than Durham and
11 Wake, and Wake has actually been subsidizing other counties.

12 Steve Brantley said the 30 cents per capita may be currently correct for Wake and
13 Durham. He said this is not divulged. He said that Wake County is capable of significant fund
14 raising through companies like Red Hat, as well as banks and power companies.

15 Frank Clifton clarified that these assessments don't necessary come from the
16 government and often come from the Chamber of Commerce or another non- governmental
17 agency. He said that Orange County does not have a large corporate base to pull from.

18 Commissioner Gordon asked if the County will get any more information about the
19 benefits from the increases in this fee.

20 Frank Clifton said this question has been asked in the face of increasing fees, but there has
21 been no answer yet.

22 Commissioner Gordon asked if this answer will come in time to impact the budget.

23 Frank Clifton said the money is not a significant dollar amount. He said this can be
24 allocated later in the fiscal year out of the quarter cent sales tax fund

25 Tonya Walton referred to the Article 46 sales cent on page 53. She said this was
26 enacted in April of last year, and funds are allocated 50/50 between County economic
27 development projects and the two school systems. She said the County anticipates generating
28 \$2.6 million in revenue for the upcoming year.

29 Commissioner McKee asked if the amount listed on the second page works out well in
30 terms of allocation.

31 Steve Brantley said the categories are appropriate for now. He said some categories
32 may show themselves to be as active in terms of demand in the future. He said that water and
33 sewer lines are the single area with needs right now.

34 Commissioner McKee said wondered whether adjustments need to be made moving
35 forward. He just wants to clarify that slight shifts may be needed as things move along.

36 Frank Clifton said that the funding now is to create a base. He said the County has
37 been fortunate to have low interest rates that allow for expansive projects.

38 **Visitors Bureau and Arts Commission**

39 Page 275

40 ***Visitor's Bureau***

41 ***Budget Highlights***

- 42 • Occupancy Rates and Revenue: In FY 2013-14, the Visitors Bureau will target a 68%
43 occupancy rate. Orange County's 3% occupancy tax projection is \$1.2 million.
44 Carrboro's new 140-room Hampton Hotel will generate an additional \$68,482, in
45 occupancy taxes. Additionally, the area's 1,600 hotel rooms will see a slight increase in
46 room rates, back to the industry's 2007 peak rates, and contribute to tax growth.
- 47 • Travel Revenue and Impacts: Next fiscal year, domestic travelers will spend an
48 estimated \$160 million in Orange County, a 5% increase from current year estimates.

1 State and local tax revenues projections from Orange County travel total \$12 million.
 2 About 1,800 Orange County jobs will be directly attributable to travel and tourism, which
 3 will generate \$29 million in income, for workers.

- 4 • Appropriated Fund Balance: In FY 2013-14, the Visitors Bureau will appropriate \$20,000
 5 from fund balance, a decrease of \$130,000 from the current year. The FY 2012-13 fund
 6 balance appropriation funded an advertising initiative, the "Orange County Pride" series
 7 and agri-tourism efforts. The Bureau will conduct a research study to assess the effects
 8 of the recent advertising campaign, in FY 2013-14.
- 9 • Town Contributions: In FY 2012-13, Chapel Hill increased its Visitors Bureau
 10 contribution by \$25,000 to \$175,000. The Bureau will request another \$25,000 increase,
 11 in the upcoming year. Additionally, Carrboro and Hillsborough will have implemented
 12 their 3% occupancy tax, which will generate an additional \$65,000 and \$52,000,
 13 respectively. Currently, neither jurisdiction provides a contribution to the Visitor's
 14 Bureau.

15
 16 **Arts Commission**
 17 **Budget Highlights**

18 No significant changes, in FY 2013-14.

19
 20 Tonya Walton said the Visitors Bureau fund is outside of the general fund and includes
 21 the Visitors Bureau and the Arts Commission. She said the expenditures budget totals just over
 22 \$1.25 million. This is a decrease of \$37,000 with a corresponding revenue decrease. She said
 23 the decrease is due to a \$150,000 fund balance appropriation done this year that will not be
 24 necessary next year. She said bureau revenues have increased by about \$93,000. She
 25 reviewed the above budget highlights.

26 Commissioner McKee said the department needs to "toot their horn" more about their
 27 accomplishments through these services. He said it is bringing in not only visitors, but also
 28 business.

29
 30 **Elections**

31 Page 67

32
 33 **Budget Highlights**

- 34 • The increase in revenues of \$45,900 in FY 2013-14 is due to Municipal Elections to be
 35 held in 2013.
- 36 • The increase in Personnel Services and Operations in FY 2013-14 is due to budgeting
 37 for three (3) elections in FY 2013-14; only one (1) election was budgeted in FY 2012-13.
- 38 • Contract Services – Recommending a five-year contract with Printelect for voting
 39 machine hardware and software maintenance decreasing maintenance cost by \$9,653
 40 next FY. Savings in excess of \$50,000 over five-year plan or 15% each year versus the
 41 one-year plan. Rates are locked in with no additional cost increases on an annual basis
 42 during the contracted period.

43
 44 Darryl Butts reviewed the budget highlights above.

45 Chair Jacobs asked, if the voter id system is implemented, how the county can help
 46 residents get identification, if necessary.

47 Elections Director Tracy Reams said there are state funds available and every effort will
 48 be made. She said there will be a poll to find out how many people do not have identification.

49 Chair Jacobs asked if anyone has any idea how many people in Orange County will be
 50 affected.

1 Tracy Reams said no.

2 Chair Jacobs asked if there was a way to make manifests of the voting public to create
3 a program to help with any difficulties.

4 Tracy Reams said staff members are still waiting to see what the state will do and she
5 feels that there will be efforts made to communicate the need for ID. She said she knows that
6 work is being done with the DMV to provide identification cards to those who need it.

7 Chair Jacobs noted that there are no DMV offices in Orange County. He stressed that
8 the Board wants to work with the Elections staff to ensure that all residents who want to vote
9 can do so.

10

11 **Tax administration**

12 Page 269

13

14 **Budget Highlights**

- 15 • The increase in Personnel Services and Operations in FY 2013-14 within the Land
16 Records division is due to the transfer of four (4.0 FTEs) GIS staff positions from
17 Information Technologies Department to the Lands Records division of Tax
18 Administration, which occurred during the current fiscal year.
- 19 • The FY 2013-14 Manager Recommended Budget includes the reassignment of the
20 Motor Vehicle billing and assessment staff (2.0 FTEs) from the Revenue division to the
21 Assessor division in order to comply with State Statutes regarding assessment work.
- 22 • The FY 2013-14 Manager Recommended Budget includes an additional \$4,900 to assist
23 with forced collections on delinquent registered motor vehicle bills due to the new Tax &
24 Tag State program.
- 25 • The FY 2013-14 Manager Recommended Budget includes an additional \$94,000 to
26 begin a comprehensive business auditing program. This initiative will educate taxpayers
27 on proper listing methods and ensure equity among taxpayers. While the cost of the
28 effort will be offset by discovery revenues, the priority is to ensure that there is equity
29 among all taxpayers. A conservative estimate of return for this investment is 2:1.
- 30 • The General Fund transfer to the Revaluation Fund is budgeted at the same amount
31 (\$125,000) as in FY 2012-13, and assumes the next Revaluation effective January 1,
32 2017.
- 33 • The decrease in Revenues for FY 2013-14 is more in line with projected FY 2012-13
34 collection charges.

35 Darryl Butts reviewed the above budget highlights.

36 Tax Administration Director Dwane Brinson said that a comprehensive tax auditing
37 program is being expanded to help businesses list correctly. He said that 12-15 audits are
38 done on businesses each year, and he would estimate that more than 75% of businesses have
39 never been listed. He listed the classifications that are audited and said that businesses have
40 not been audited consistently for years. He said it is that this is proposed from an equity
41 standpoint.

42 Commissioner Pelissier said that there is a hotel/motel room occupancy tax listed on the
43 objectives on page 271. She asked for clarification on the issue of consistent and verifiable
44 revenue streams for hotels. She asked if revenue is being lost.

45 Frank Clifton said revenue has been lost in the past. He said audits have not been done
46 on a regular basis, and there have been issues with particular hotel operators who were
47 collecting taxes but not paying them as required. He said the goal is not to get people into
48 trouble, but to keep them out of trouble by informing them of what needs to be listed.

49 Darryl Butts said the same vendors who audit the businesses would audit the hotels.

1 Commissioner McKee said he has referred several residents to the Tax Administration
2 office over the past couple of years, and he appreciates their quick response.

3 Commissioner Price asked if taxes can be paid online, and Dwane Brinson said yes.

4 Dwane Brinson said debit and credit cards cannot be used in person, only online.

5 Frank Clifton clarified that statutes don't allow for absorption of the fee, so this fee has
6 to be added to the bill. He said work is being done to make card payments possible in person
7 as well.

8 Chair Jacobs asked about hotel/motel occupancy tax and asked if staff will offer the
9 same audit services to the Towns of Carrboro and Hillsborough, with their new hotel tax.

10 Frank Clifton said yes, this will be offered to them through an agreement. He said there
11 will be a transaction fee of 4.5% that helps offset the County administrative costs.

12 Commissioner Price asked for clarification on the due date and past due date listed for
13 vehicle taxes.

14 Dwane Brinson said he would check on this.

15
16 *The following departments were deferred until the June 11th Budget Work Session:*

- 17 • Information Technologies
- 18 • Planning and OPT, including Efland Sewer (*including Fee Schedule change requests*
19 *and Non-Departmental items*)
- 20 • Public Affairs
- 21 • Board of County Commissioners
- 22 • County Manager

23
24 A motion was made by Commissioner Price Commissioner McKee to adjourn the
25 meeting at 10:16 pm.

26
27 VOTE: UNANIMOUS

28
29 Barry Jacobs, Chair

30
31
32 Donna Baker
33 Clerk to the Board

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1
2
3 DRAFT

4 **MINUTES**
5 **BOARD OF COMMISSIONERS**
6 **BUDGET WORK SESSION**
7 **June 11, 2013**
8 **7:00 p.m.**

9 The Orange County Board of Commissioners met for a Budget Work Session on
10 Tuesday, June 11, 2013 at 7:00 p.m. at the Southern Human Services Center in Chapel
11 Hill, N.C.

12
13 **COUNTY COMMISSIONERS PRESENT:** Chair Jacobs and Commissioners mark
14 Dorosin, Alice M. Gordon, Earl McKee, Bernadette Pelissier, Renee Price and Penny
15 Rich

16 **COUNTY COMMISSIONERS ABSENT:**

17 **COUNTY ATTORNEYS PRESENT:** John Roberts

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

21
22 **NOTE: ALL DOCUMENTS REFERRED TO IN THESE MINUTES ARE IN THE**
23 **PERMANENT AGENDA FILE IN THE CLERK'S OFFICE.**

24
25 Chair Jacobs said the Board will discuss recommendations and complete the
26 budget mark up at the Thursday meeting. He said the idea is to be done and have
27 something that staff can work on and bring back for the June 18th meeting.

28 Commissioner Rich asked for clarification on the meaning of a budget mark up.

29 Chair Jacobs said the Board will merge their recommendations and adjustments,
30 and then direct staff regarding the changes. He said staff will then add these changes
31 up and tell the Board where things stand financially.

32 Commissioner Rich clarified that while the Board is moving money around, the
33 finance staff will be keeping track of everything.

34 Chair Jacobs said number crunching will happen on June 13th.

35 Frank Clifton said staff has already tracked some suggestions during the past
36 discussions and will do more on June 13th.

37
38 Chair Jacobs noted the following items at the Commissioner's places:

- 39 - Memo regarding outside agenda funding
- 40 - Goldenrod sheet about internal service fund for vehicle replacements
- 41 - Request for funding from PFAF.
- 42 - PowerPoint regarding pay and benefits for employees and retirees
- 43 - Envelope with materials for the June 13th meeting
- 44 - Purple and yellow information sheets from the public affairs director

45
46 **1. FY2013-14 Fire District Tax Rates (Pg. 139)**

47 Paul Laughton said ten fire districts are asking for tax increases, and there are
48 three new fire service districts this year. He said each of the districts have either a chief
49 and/or Board member present tonight. He noted that Attachment A lists the current
50 recommended tax rate, as well as the amount that one cent equals per district.

51 He reviewed the historical data for each of these districts, as outlined in
52 Attachment B.

53 Paul Laughton said representatives are here to answer questions or explain
54 requests for tax increases.

1 Commissioner Gordon asked if North Chatham had approved the fire service
2 district agreement.

3 John Strowd said the Board has approved two contracts as of last night, the
4 Southern Triangle, and the Damascus draft agreement.

5 Commissioner Gordon thanked them for their cooperation.

6 Chair Jacobs noted that Commissioner Price will be late due to a conflict.

7 Commissioner Dorosin said, in considering the variety of potential tax changes, it
8 would be helpful for him to see what the total tax impacts will be to each person in these
9 districts.

10 Frank Clifton said staff can probably give a list by area, but the key will be the
11 county tax rates overall. He said the school districts will be more complicated.

12 Commissioner Dorosin said he does not want to make things overcomplicated,
13 but he would like a sense of the overall impact.

14 Frank Clifton noted that none of the fire districts are within the towns. He said a
15 chart could be compiled to total out the increases based on what the Board decides to
16 do.

17 Commissioner McKee said some of these increases for the departments outside
18 of Chapel Hill were driven by efforts to reduce ISO ratings.

19 Commissioner Dorosin asked to what extent these terms have been agreed to as
20 part of the process of creating those districts. He asked if the Board is bound by
21 contract, or is in the process of negotiation.

22 Commissioner McKee said he feels that, regardless of the letter of the law, the
23 Board is honor bound to adhere to the negotiations with Chapel Hill, Carrboro, and North
24 Chatham, for the change in the Southern Triangle area. He noted that he had
25 reservations about the 15 cents.

26 Commissioner Dorosin said this was his sense of the issue.

27 Michael Talbert said both White Cross and Orange Grove are moving forward
28 with stations. He said the contracts approved for the three new districts set a tax rate,
29 not to exceed 15 cents. He said the wording in the contract allows the Board to re-set
30 this amount each year.

31 Chair Jacobs said the Board has asked for several years about reducing ISO
32 ratings, and it is encouraging that the fire departments are working on this by adding
33 extra stations.

34 Commissioner Gordon said she wanted to thank the departments for their
35 service as public safety officers.

36
37 ***Cedar Grove Fire District \$204,527***

38 The tax rate for this district is recommended to remain at 7.36 cents for FY 2013-14.

39 In FY 2012-13, the department is in the process of working with the contractor and
40 Orange County Planning Department on the addition to Station #2 to include a training
41 room, kitchen and new office. The department has also installed additional dry hydrants,
42 purchased equipment that is needed on their trucks for ISO, and plans to lower their
43 insurance rating in the near future.

44 In FY 2013-14, the department plans to complete the addition to Station #2; the
45 department has been saving for the last few years for this addition with the hopes to
46 have a large portion of the building paid for, continue to work on lowering the district's
47 insurance rating, and continue to train firefighters for level I & II certifications.

48 Their Five-Year plan includes working on replacing a 1986 model brush truck and a
49 1985 squad truck, work towards setting aside funds to replace the engine at Station #2;
50 their goal is to keep engines and tankers on a rotation that will not allow them to be
51 more than 20 years old before replacing them, and add two part-time staff during peak
52 daytime hours.

53
54 ***Greater Chapel Hill Fire Service District \$281,144***

This is one of three new Fire Service Districts that replaces existing Fire Protection Districts.

The Town of Chapel Hill will provide fire protection for the new Greater Chapel Hill Fire Service District. See map of the new Greater Chapel Hill Fire Service District within this section of the document.

On February 27, 2013, the Chapel Hill Town Council voted unanimously to enter into a service agreement to extend the Town's current fire district into the affected neighborhoods for a period of 5 years with a 15.00 cent tax levy per one-hundred dollar valuation of real and personal property.

The tax rate for this district is recommended at 15.00 cents for FY 2013-14.

Damascus Fire District \$82,329

Southern Triangle Fire Service District \$164,905

The North Chatham Fire Department will continue to contract with Orange County to provide fire services to the citizens in both the Damascus Fire Protection District and the new Southern Triangle Fire Service District within Orange County. There will be a separate agreement for the Damascus Fire Protection District since a different NC General Statute provides the County authority to contract for Fire Protection.

See map of the new Southern Triangle Fire Service District within this section of the document; there are no changes to the Damascus Fire Protection District.

The tax rate for both the Damascus Fire Protection District and the new Southern Triangle Fire Service District is recommended at 8.80 cents for FY 2013-14.

Efland Fire District \$473,961

The tax rate for this district is recommended to increase from 4.66 cents to 7.00 cents (an increase of 2.34 cents) for FY 2013-14. The increase will be used to provide two (2) paid firefighters in the district during weekdays (this should improve their response times and improve the quality of service), and purchase apparatus to keep the equipment up to date. The increase will be balanced by the savings homeowners in the district will receive by their ISO rating improving from a 7 to a 6.

In FY 2012-13, the department put into service a new Rescue Pumper, updated radios as per the new FCC regulations. The department had their ISO inspection in 2012 and improved the ISO rating from a 7 to a 6, and hired a third party bookkeeper to handle their financial records.

In FY 2013-14, the department has requested to add two (2) firefighters during the day to keep their response time where it should be (with the increases in call volume, the department needs to supplement their volunteers to ensure a proper number of responders are available when needed. The department is also updating their building pre-planning information and moving it to an electronic form accessible from the apparatus, will continue working with Orange County Emergency Services to make the transition to the new OSSI CAD system, continue to maintain vehicles, equipment, and station, continue with annual mandatory training and monthly fire, medical, and rescue training, as well as continue the fire prevention, firefighter assistance, and junior firefighter programs.

Their Five-Year plan includes continuing to fund their capital assets account to help make future down payments on replacement apparatus and provide for the replacement of assets such as radios, airpacks, and other equipment, continue to look for a Station #3 site, replace a 1990 tanker truck in the FY2015 timeframe.

Eno Fire District \$572,361

The tax rate for this district is recommended to increase from 5.99 cents to 7.99 (an increase of 2.0 cents) for FY 2013-14. The increase is due to the requirements of the new Orange County Fire Contract related to the department's responsibility of provided

1 water rescue services, replacement of their current Self Contained Breathing Apparatus
 2 (SCBAs), upgrade the SCBA fill station to meet new pressure requirements, increase
 3 daytime paid staff coverage from 5 days/week to 7 days/week, and to provide funds to
 4 purchase a new tanker. The increase is also needed to meet the needs of the district's 5
 5 year purchasing plan.

6 In FY 2012-13, the department purchased a new Fire Chief vehicle, purchase radios
 7 and pagers to comply with new FCC regulations, and purchased needed equipment for
 8 ISO re-grade.

9 In FY 2013-14, the department plans to replace all SCBA and bottles, increase
 10 daytime paid staff from 5 days/week to 7 days/week, begin the purchasing process to
 11 replace an old Tanker, and upgrade the SCBA fill station to be in compliance.

12 Their Five-Year plan includes replacement of a 1983 Tanker, have a self-sufficient
 13 water rescue team, replace a 1994 Tanker, replace an old SUV, begin the purchasing
 14 process to replace two pumpers, move from daytime to 24 hour paid staff, acquire land
 15 for a new Station #1 or renovate current facilities, and staff Station #2.

16
 17 ***Little River Fire District \$172,989***

18 The tax rate for this district is recommended to remain at 4.06 cents for FY 2013-14.

19 In FY 2012-13, the department purchased five SCBA units, six additional pagers, five
 20 sets of turnout gear, 2 new desktop computers and printers; lowered their ISO Rating
 21 from a 9 to a 7, reprogrammed VHF pagers and radios, and made repairs to the fire
 22 station..

23 In FY 2013-14, the department plans to purchase a new Rescue/Mini-Pumper and
 24 applicable equipment, reprogram 800 Mhz radios and purchase additional 800 Mhz
 25 radios, purchase additional pagers, install additional dry hydrants, recruit new
 26 volunteers, and maintain their current ISO rating.

27 Their Five-Year plan includes maintain/lowering their ISO rating, paving of parking lot,
 28 installation of additional dry hydrants, purchase additional Turnout Gear to meet
 29 updated standards, researching the feasibility of adding part-time staff and feasibility of
 30 buying land for Station #2, purchase additional pagers, and continue recruitment efforts.

31
 32 ***New Hope Fire District \$537,516***

33 The tax rate for this district is recommended to increase from 8.95 cents to 9.45 cents
 34 (an increase of .50 cents) for FY 2013-14. The increase is due to operational cost
 35 increases for professional services, computer and server replacement, upgrades to
 36 Firehouse software and the CAD link to the new OSSI software in the 9-1-1 Center, as
 37 well as an increase in funding for apparatus replacement.

38 In FY 2012-13, the department lowered their ISO rating from a 9 to a 6 providing
 39 substantial savings form homeowners insurance premiums, continued firefighter level I
 40 & II level certification classes, three new firefighters completed the Fire Academy at
 41 Alamance Community College, conducted fire prevention and fire safety programs in the
 42 district, provided ICS 300 Class for members of the department, as well as members of
 43 3 other departments, coordinated Community
 44 Watch program with the Sheriff's Office and residents of the district, and provided 16
 45 public fire safety programs to 318 adults and 517 children.

46 In FY 2013-14, the department plans to continue to train firefighters to level I and II
 47 levels, provide Emergency Vehicle Driving and Medical Responder classes, provide fire
 48 prevention and home safety programs for community outreach, provide ICS 400 Class
 49 for department members and

50 Board of Directors, continue to meet NFPA 1720 Standards for volunteer fire
 51 departments as budgets allow, replace utility pickup truck used for support functions and
 52 medical responder calls, replace elliptical tanker with a new tanker that meets current
 53 NFPA 1901 Standards, continue recruitment and retention program for volunteer
 54 members, host mutual aid training with the mutual aid departments for ISO
 55 requirements and enhance service to the residents of the district.

1 Their Five-Year plan includes continued strategic planning to provide enhanced and
 2 efficient services to the residents of the district, apply for grants for offsetting revenues
 3 for personal protective equipment and self-contained breathing apparatus that meets
 4 NFPA Standards, continue standards based training for quality assurance, maintain
 5 administrative and training requirements to maintain their improved ISO rating, replace
 6 one engine due to age of vehicle, and work with other departments to implement the
 7 Orange County Chief's Association Strategic Plan.

8
 9 **Orange Grove Fire District \$454,823**

10 The tax rate for this district is recommended to increase from 5.00 cents to 6.00 cents
 11 (an increase of 1.00 cents) for FY 2013-14. The increase of 1.00 cents is the second
 12 year of a two year plan; in FY 2012-13, the tax rate increased by .92 cents (from 4.08
 13 cents to 5.00 cents), for a total tax rate increase of 1.92 cents over the two year period.
 14 The increase is needed to help cover the costs of land and construction of Station #3 in
 15 the western portion of the district, and purchases of equipment and two additional fire
 16 trucks for the new station over the two fiscal years.

17 In FY 2012-13, the department will begin construction of Station #3 on Nicks Road,
 18 their Station #2 was approved in February 2013 by the N.C. Department of Insurance,
 19 purchased a used truck for Station #3, purchased 4 sets of turnout gear continuing their
 20 practice of rotating equipment, developed three more water sources as they work to
 21 improve their ISO rating, updated all 800 MHz and VHF radios, and gained several new
 22 members replacing those who retired.

23 In FY 2013-14, the department plans to finish construction of Station #3 in the
 24 western portion of their district, lower ISO rating from a 9E to an anticipated 7, expand
 25 water point availability, increase the number of radios, purchase equipment, truck, gear
 26 for Station #3, and continue and expand efforts to improve the ISO rating for more
 27 residents of the district.

28 Their Five-Year plan includes ISO improvement plan with goal of reducing
 29 homeowner insurance costs, continue collaboration with other county fire departments,
 30 work to improve working relationships with the County, continue and expand member
 31 training program to reach 1503 Standards, and acquire equipment to comply with NFPA,
 32 and update aging equipment.

33
 34 **Orange Rural Fire District \$937,032**

35 The tax rate for this district is recommended to increase from 5.61 cents to 7.36 cents
 36 (an increase of 1.75 cents) for FY 2013-14. The increase is needed to replace outdated
 37 and/or non-compliant equipment. With the upcoming mandated radio system upgrades,
 38 the district's 10 year old radios will be inoperable. To remain on the Viper system, the
 39 department will need 36 portable radios at a cost of \$201,123. Other areas of need are
 40 compliant safety changes needed to their SCBAs, and the purchase of specialized
 41 rescue equipment to meet new rescue service needs.

42 In FY 2012-13, the department certified four additional members to Child Passenger
 43 Safety, replaced a thirteen year old pick-up truck for first responder calls, certified four
 44 members to advanced rescue training, assisted three mutual aid departments with their
 45 ISO grading, thus improving all grades, purchased additional mobile data devices,
 46 coordinated with Orange County to house EMS crews at their Station #2, certified
 47 Station #3 with the State – lowered insurance premiums for affected houses, sold a 20
 48 plus year old tanker, entered into an agreement with Cedar Grove to extend fire
 49 protection into their class 10 area, certified three CPR instructors, moved routine truck
 50 maintenance in-house to reduce costs, and purchased pre-owned VHF radios for back-
 51 up communications during disasters.

52 In FY 2013-14, the department plans to replace ten year old non-compliant 800 Mhz
 53 radios, replace a 20 plus year old tanker with more versatile pumper/tanker, train all
 54 members to water rescue, train all members to structural collapse rescue, train four
 55 additional members in advanced rescue training, certify all members in rapid

1 intervention training (firefighter rescue), train 4 additional members to advanced rescue
 2 training, make improvements inside Station #3, pay-off truck loan, and work with other
 3 departments to fill rescue service voids throughout the County.

4 Their Five-Year plan includes hiring a full-time Fire Chief, coordinate with the Town of
 5 Hillsborough to design and construct Station #4, hire six additional personnel, seek re-
 6 grade of district's ISO classification, coordinate with the Town of Hillsborough to
 7 purchase a pumper once it reaches twenty years old, equip trucks with mobile
 8 computers and AVL, upgrade air packs to meet new standards on face piece integrity
 9 and low air alarms, and relocate Station #2 to cover class 10 area.

10
 11 ***South Orange Fire Service District \$509,684***

12 The Town of Carrboro will continue to provide fire protection for the South Orange
 13 Fire Insurance District. Fire protection for residents in this district is provided under
 14 contract between the County and the Town of Carrboro Fire Department.

15 On December 4, 2012, the Town of Carrboro Board of Alderman voted to approve a
 16 resolution to modify the existing South Orange Fire Insurance District. See map showing
 17 the new South Orange Fire Service District within this section of the document.

18 The tax rate for this new Service District is recommended at 10.00 cents for FY 2013-
 19 14.

20
 21 ***Southern Triangle Fire Service District (See Damascus Fire District)***

22 Refer to the section regarding Damascus Fire District for this department's
 23 achievements.

24 North Chatham Volunteer Fire Department serves people in this district as well as
 25 those in the Damascus Protection District.

26
 27 ***White Cross Fire District \$321,144***

28 The tax rate for this district is recommended to increase from 7.00 cents to 8.80 cents
 29 (an increase of 1.80 cents) for FY 2013-14. The increase is consistent with the March
 30 19, 2013 agenda abstract to the Board of County Commissioners requesting a tax rate
 31 increase of 1.80 cents to cover the costs of a new substation, additional paid staff,
 32 purchase of a new Tanker for the new substation, and to cover the increased
 33 operational costs.

34 In FY 2012-13, the department held 13 State of North Carolina firefighter certification
 35 classes, installed dry hydrants at all water points, found and certified one new hydrant at
 36 a new pond, began the process of replacing old 1 ½" attack line with 1 ¾" attack line on
 37 the first out engines, and no firefighter sustained any injuries during the year while
 38 operating at emergency scenes or while training.

39 In FY 2013-14, the department plans to find and purchase land for a substation,
 40 construct the substation, purchase an additional tanker to certify the substation, and add
 41 additional part-time staff.

42 Their Five-Year plan includes the replacement of their 1987 tanker, provide additional
 43 rescue services, lower the ISO Grade to a class 6, change over to LDH supply line,
 44 complete the transition to 1 ¾" attach line, and purchase a used service
 45 company/rescue truck to put into service.

46
 47
 48 **2. Pay and Benefits Presentation (Pg. 281)**

49
 50 Nicole Clark reviewed the following PowerPoint slides:

51
 52 **Pay and Benefits for Employees and Retirees**

53 BOCC Budget Work Session

54 June 11, 2013

55

1 **Work Session Purpose**

2 To consider and provide direction on pay and benefits for employees and retirees for FY
3 2013-14

4 **Key Pay and Benefits Plan Recommendations**

- 5 • A COLA of 2% for permanent employees
- 6 • An Employee Performance Award of \$500 or \$1,000
- 7 • Funding for a health insurance increase of up to 8%
- 8 • Maintain the living wage at \$10.97 per hour
- 9 • Extend the six-month hiring freeze and the voluntary furlough program
- 10 • Continue the annual \$715 County contribution to non-law enforcement
- 11 • employees' supplemental retirement accounts, the mandated Law
- 12 • Enforcement Officer 401(k) contribution of 5% of salary
- 13 • Implement a County supplemental retirement contribution match of up to
- 14 • \$1,200 annually for all employees
- 15 • Address increased costs for retiree health benefits
- 16
- 17

18 **Past Actions: FY 2012-13 Pay and Benefits Plan**

- 19 • A COLA of 2.0% for permanent employees
- 20 • An Employee Performance Award of \$500 or \$1,000
- 21 • Funding for a health insurance increase of up to 23.0%
- 22 • Increasing the living wage to \$10.97 per hour
- 23 • Implementing recommendations of the FY 2011-12 internal Classification
- 24 • and Pay Study
- 25 • Extending the six-month hiring freeze and the voluntary furlough program
- 26 • Continuing the \$27.50 per pay period County contribution to non-law
- 27 • enforcement employees' supplemental retirement accounts and the
- 28 • mandated Law Enforcement Officer 401(k) contribution of 5.0% of salary
- 29 • Addressing increased costs for retiree health benefits
- 30

31 **Position Classification and Pay Plans**

32 The Manager recommends:

- 33 • A Cost of Living Increase (COLA) of 2.0% for all permanent employees hired
- 34 • on or before June 30, 2013, effective July 1, 2013
- 35 • An increase to the salary range maximums by 2.5% to allow those
- 36 • employees at or exceeding the range to receive the 2.0% COLA
- 37 • An employee performance award of \$500 for proficient performance and
- 38 • \$1,000 for exceptional performance, effective with permanent employees'
- 39 • annual performance review dates from July 1, 2013 to June 30, 2014
- 40 • Individual positions and classifications are reviewed as needed
- 41 • County salary schedule is competitive with the market
- 42 • Salary compression is a concern
- 43

44 **County Contribution to Retirement Benefits**

45 The Manager recommends:

- 46 • Continuing the 5.0% contribution employer contribution to the Local
- 47 • Government Employees' Retirement System 401(k) program for sworn law
- 48 • enforcement officers
- 49 • Maintaining the \$715 annual County minimum contribution and matching
- 50 • employees' contributions up to an additional \$1,200 annually for all
- 51 • employees
- 52 • Fifty-four of the 100 counties contribute to the NC Supplemental Retirement
- 53 • Plans through Prudential
- 54 • McDowell and Orange contribute a flat dollar amount

- 1 • Average contribution is 3.6%
- 2 • Cities: Chapel Hill 5.0%, Carrboro 3.0%, Durham 4.5%, Mebane 5.0%
- 3 • Counties: Alamance 2.0%, Chatham 4.5%, Durham 5.0%, Wake 5.0%

5 **Employee and Retiree Health Insurance**

- 6 • Potential 8.0% premium increase, based on early claims data, effective
- 7 January 1, 2014 with the same level of coverage
- 8 • RFP responses are not firm due to limited plan year performance data
- 9 • Fully insured and self-funded responses provided
- 10 • Actual plan designs, premium structure and total cost will be presented at
- 11 the September 5, 2013 Regular Meeting with a decision needed by the
- 12 Commissioners
- 13 • Decision is needed on September 5 in order to comply with federal
- 14 notification requirements

16 **Orange County Living Wage**

- 17 • Recommend maintaining the Living Wage of \$10.97 an hour
- 18 - Most recent calculation would result in a decrease to \$10.89
- 19 • Calculation based on the region including Orange, Durham, Alamance, and
- 20 Wake Counties

22 **Six-Month Hiring Delay**

- 23 • Recommend extending the six-month hiring delay that was implemented in
- 24 FY 2010-11.
- 25 • Total savings from the hiring freeze is projected to be more than \$2.0 million.

27 **Voluntary Furlough**

- 28 • Recommend extending the voluntary furlough program that was initially
- 29 implemented in FY 2009-10.
- 30 • Anticipate cost savings of \$50,000 in FY 2013-14.
- 31 - Fewer participants with longer furlough periods

33 **Retiree Health Benefits**

- 34 • The County Manager recommends restricting 50.0% of the increase in the
- 35 FY 2012-13 fund balance for the long-term liability of funding retiree health
- 36 benefits
- 37 • As retiree health care costs increase due to the increase in retirees and the
- 38 increase in health care costs, the County must plan for its future liability

40 **Summary**

- 41 • Focus is on retaining a talented workforce that is committed to serving
- 42 the residents of Orange County.
- 43 • Employees are very concerned about pay and health insurance.
- 44 • Preserving employee pay and benefits continues to be a priority.
- 45 • The County's financial condition continues to improve.

47 *Commissioner Price arrived at 7:30pm.*

48
49 Referring to the retiree health benefits, Nicole Clark said the average age of the
50 297 retirees is 65.9 years, compared with the average age of the 820 active employees,
51 which is 45.6. She said the County provides coverage based on the retiree's age.

52 She said those who have not reached 65 remain on the group health insurance
53 plan and are eligible for the dependent subsidy. Retirees then enroll in Medicare Part A
54 at age 65, which is of no cost to the retiree or the County, and part B, which deducts a

1 premium from Social Security benefits. She said the County pays for both a Medicare
2 supplement to cover gaps left by Medicare, and part B, which covers prescription
3 medication. She said changes were made last year to address the increasing liability for
4 retiree health insurance. She said these changes increase eligibility requirements,
5 require retirees eligible for Medicare due to disability to enroll in Medicare, and cap the
6 individual County payout for Medicare supplements in part D.

7 Commissioner Dorosin asked how many of the County employees earn the living
8 wage.

9 Nicole Clark said there are no employees making that amount. She said this is
10 for permanent employees and most of the positions have a minimum salary or hourly
11 rate that is higher.

12 Commissioner Dorosin asked about retiree benefits. He noted that the
13 recommendation is to increase the flat amount.

14 Nicole Clark said the County currently offers \$715 per employee per year for the
15 401K. She said the recommendation is, for those employees that do contribute to their
16 401K, that the county matches up to an additional \$1200.

17 Commissioner Dorosin asked how he should compare that with these
18 percentages. He asked what percentage range this puts the County in.

19 Frank Clifton said Orange County is very low and the 401k has never grown,
20 even as salaries or contributions grew.

21 Commissioner Dorosin questioned the usefulness of this information. He would
22 like to see Orange County's percentage for the 401k contribution compared to the other
23 counties. He would like to see what 3% or 4% cost would look like.

24 Chair Jacobs suggested staff omit the department heads and look at the
25 remaining mean salary.

26 Nicole Clark said the average annual salary for an Orange County employee is
27 approximately \$45,000; so \$715 is 1.57%, including department heads. She said the
28 true number is likely closer to 3%.

29 Frank Clifton said 3% is the new recommendation only if the employee
30 contributes, and that is not true in a lot of other governmental entities.

31 Commissioner Gordon said there was a time when staff looked at Orange
32 County benefits compared to others, and at that time the County looked good. She said
33 a comprehensive comparison of all benefits would need to be done in order to get the
34 overall picture.

35 Chair Jacobs agreed with Commissioner Gordon, and said that Orange County
36 usually does better than the state and other counties. He said it is difficult to compare
37 when only one area is considered, versus looking at the overall picture.

38 Commissioner Rich asked where the \$1200 figure comes from.

39 Frank Clifton said the staff looked at other entities, both governmental and
40 private/public entities, and considered what benefits are being offered.

41 Commissioner Pelissier referred to the hiring delays and asked why there were
42 longer delays for Emergency Services personnel.

43 Frank Clifton said Emergency Services positions are very strenuous jobs, and
44 hourly shifts have been changed from 24 hours to 12 hours. He said these are difficult
45 positions to fill and maintain.

46 Commissioner Price said there may be some cases where it does not make
47 sense to wait 6 months to hire someone, especially if it means services have to be cut.
48 She hopes the Board will not make this a fast and hard rule.

49 Clarence Grier said a department can request a waiver, and these are usually
50 approved and positions are hired.

51 Mark Browder reviewed the following PowerPoint excel spreadsheets regarding
52 health insurance:

53
54 **Health insurance update** (slide 1)

55 June 11, 2013 Work Session

- 1
2 **2012 Plan Experience** (slide 2)
3 **2013 Renewal** (slide 3)
4 **Option 1 Rates** (slide 4)
5 **2014 Renewal Estimate** (slide 5)
6 **2013 Plan Experience** (slide 6)
7 **Health Care Reform Timeline** (slide 7)
8 **PPACA** (slide 8)
9

10 Mark Browder said the first few slides are a review from his previous
11 presentation to the Board. He reviewed the 2012 Plan and said the HSA plan ran well,
12 however the PPO plan did not. He said that, all in all, 2012 was a decent year.

13 He referred to slide 3 and said there were a few benefit changes that resulted in
14 an 8.5% increase, which was a competitive renewal for the 2013 plan year.

15 He said slide 4 is a reminder of the current rates and contribution strategies for
16 the County.

17 He referred to slide 5 and directed the Board to note the red highlighted lines in
18 the middle of the page, labeled PPACA. He said these are three fees or taxes being
19 applied to the plan for 2014.

20 He noted that the health insurance reinsurance fee is eliminated from the cost to
21 the plan if you are self-funded program. This gives an incentive to being self-funded.

22 He reviewed the claims experience data on slide 6.

23 He reviewed each row of data on slide 7 and said that the top, light blue row is
24 the \$1 per member research fee that will be paid by United Healthcare this year.

25 He said the next row down, labeled "Notification of Changes", will go into effect
26 on October 1, 2013.

27 He noted that the auto enroll program is a new requirement for employers with
28 over 200 employees, and employees will be automatically be enrolled into a health plan.
29 He said the County needs to decide which plan to use for auto enrollment if employees
30 fail to choose one on their own.

31 Referring to the yellow row, he noted that 30 hour employees will be considered
32 eligible for health insurance and will be enrolled in a plan. He said that there will be
33 significant effort on the part of staff to determine eligibility for this.

34 He said the transitional reinsurance fee will apply to the health plan for the
35 upcoming year to help pay for catastrophic claims in the marketplace.

36 He reviewed the final overview slide and said the re-insurance fee is expected to
37 drop off over the next two years.

38 Chair Jacobs confirmed that Mark Browder will be back again in September to
39 answer questions.
40

41 **3. Outside Agencies: Recommended Allocations FY2013-14 Pg. 209**

42
43 Clarence Grier reviewed the following:

44 Synopsis

- 46 - In FY 2012-13, Orange County appropriated \$1,038,700 to 36 Outside Agencies.
- 47 - The County received 56 Outside Agency funding requests, for FY 2013-14. One
48 agency, approved for funding in FY 2012-13, did not submit an application.
49 Requests totaled \$1,549,923, an increase of \$511,223 over FY 2012-13
50 appropriations. The 21 requests from new agencies total \$337,423.
- 51 - County departments, advisory boards, and members of the County management
52 team evaluated each application.
- 53 - The County Manager recommends funding for 38 agencies, in FY 2013-14. The
54 recommendation totals \$1,030,100, a decrease of \$8,600 from the FY 2012-13
55 Approved Budget. Nine (9) agencies would receive an increase; one (1) agency

1 would receive a decrease (Pre-Trial Services - \$15,000); and one (1) agency's
2 funding (JOCCA-\$20,000) would be eliminated. Three (3) new agencies are
3 recommended for funding.

4 - If funds are approved, one agency's funding would be administered through a
5 departmental service contract (\$95,000). Two other organizations received funds
6 through this format, in FY 2012-13 (\$10,000 each).

7
8 Clarence Grier referenced a handout at the Commissioner's places, outlining the
9 decision process for the outside agencies that did not receive funding.

10 He noted that a request was received today from Piedmont Food & Agricultural
11 Processing Center (PFAP) for a funding increase. He said Tonya Walton handled most
12 of this process and she is here to answer questions.

13 Frank Clifton outlined this process for the benefit of the new Commissioners. He
14 noted that the Board of County Commissioners does make changes to these outside
15 agencies each year, and this is their prerogative.

16 Commissioner Dorosin asked where he can find a full listing.

17 Clarence Grier said this is available on pages 209-11 in the budget book.

18 Commissioner Gordon referred to attachment B, pages 6-7. She said, a few
19 years back, the Board tried to create a more systematic approach to funding outside
20 agencies, and these guidelines were developed. She said the advisory boards also
21 provided feedback. She feels that this is a systematic and objective process, and she is
22 inclined to follow what comes out of it.

23 Commissioner Price asked when she should address it if there is a particular
24 agency she would like to see funded.

25 Chair Jacobs said this should be done now. He said nothing has to be decided
26 tonight, but this is a good time to inform the Commissioners of thoughts and opinions.

27 Commissioner Price said she would like for the Board to consider funding the
28 Jackson Center and Voices Together, even if it is not for the full requested amount.

29 Commissioner McKee seconded Commissioner Price's opinion on the Voices
30 Together program. He said he has observed this program and feels it should receive
31 some funding. He said the participant number is low but the impact is big.

32 Commissioner Pelissier said Voices Together is a good program; however she
33 feels there is a counterpoint to be made. She said the criteria for funding states that if
34 non-profit is fully funded by the county government then it should be part of government,
35 rather than a non-profit. She said that even if full funding is not given, most of this
36 program's funding still comes from the County, and she thinks that the schools should
37 help fund this program.

38 Commissioner Dorosin referred to page 211 and said the information seems
39 misleading. He thinks many of these organizations have applied before and didn't get
40 funding. This is information he would be interested in knowing.

41 Commissioner Price noted the recommendation is to give Habitat for Humanity
42 half of what was requested. She asked if their application is available for review.

43 Chair Jacobs said this is available on the disk provided.

44 Chair Jacobs said Habitat for Humanity is addressing 10 or 15 houses for that
45 amount of money. He referred to pages 164 and 167, and said he has been a big
46 supporter of the Urgent Home Repair Fund. He said this program is spending \$65,000
47 on administration and \$68,000 for the repairs and is only doing 20 homes. He
48 questioned, if Habitat is doing the same program, why the County is doing it too; and he
49 questioned the amount being spent on administration. He noted that both are designed
50 to assist homes in getting up to code. He suggested a comparison of both programs to
51 see if a partnership would be cost effective.

52 Frank Clifton said he believes the Urgent Home Repair Fund is a federally
53 funded program and most of the administration costs are incurred in complying with the
54 grant requirements. He said this is a brand new program for Habitat and the
55 effectiveness is still being evaluated.

1 Chair Jacobs said the county took on this program about 10 years ago. He said
2 that if someone else can do it more cost effectively, that needs to be considered. He
3 would like more information and some comparisons.

4 Commissioner McKee said he believes that Habitat has lost some funding.

5 Commissioner Rich asked about the Boys and Girls Club. She said the club is
6 trying to open in Chapel Hill and Hillsborough. She would like to see some funding for
7 them.

8 Commissioner Price said some non-profits just need a jump start.

9 Commissioner Pelissier said she would like some more information on the
10 request from PFAP on Thursday.

11 Chair Jacobs said he would like more information on Senior Care of Orange
12 County.

13 Chair Jacobs said, when mental health reform was devastating the community,
14 the County adopted Club Nova. He said this is a unique and valuable program, along
15 with the Community Housing Trust. He said these programs serve a purpose that the
16 Board of County Commissioners have considered very important, and so support is
17 given to them each year.

18 Commissioner Rich said she would like to insure that the programs that are
19 given money by the County are adhering to County policies, such as LGBT rights. She
20 is concerned about the YMCA.

21 Chair Jacobs asked if the Board can get more information and links to all of the
22 applications. He asked for more information on the summaries for the increases,
23 decreases and denials of funding.

24 Frank Clifton said the County sustained with what funding was available, but
25 there was not enough to fund them all.

26 27 **4. Discussion of County Department's FY2013-14 Budget Requests**

28 29 **▪ Information Technologies (Pg. 172)**

30 Darryl Butts reviewed the following highlights:

31 32 ***Budget Highlights***

- 33 • Consistent with the recommendations of the IT Strategic Plan, the FY 2013-14
34 Manager Recommended Budget includes the following six (6) new positions with
35 staggered starting dates during the fiscal year (total Salary & Benefits of \$147,915
36 and one-time start-up costs of \$20,400)
- 37 • Network Engineer (1.0 FTE) – effective January 1, 2014
- 38 • Applications Division Head (1.0 FTE)– effective January 1, 2014
- 39 • Applications Systems Analyst (2.0 FTEs) – effective April 1, 2014
- 40 • Applications Systems Analyst (2.0 FTEs) – effective May 1, 2014
- 41 • An offsetting decrease in Personnel Services in FY 2013-14 is due to the
42 transfer of four(4.0 FTEs) GIS staff from Information Technologies to Tax
43 Administration, which occurred during the current fiscal year.
- 44 • Increase in software licensing fees of \$116,000 is due to new applications
45 implemented and the corresponding new maintenance agreements, as well as
46 expansion of the computer fleet.
- 47 • Increase in consulting services of \$5,000 is due to implementation of additional
48 technologies.
- 49 • Increase in network lease of \$10,000 is due to increasing the internet bandwidth
50 from 25Mbps to 50Mbps.
- 51 • Of the \$2.2 million departmental budget, \$881,500 is for Software Maintenance
52 and Licenses and Network Leases.

- Revenues reflect the Towns' % share of the operating costs for the annual support and maintenance of the Property Information Management System (PIMS).

Jim Northup, Information Technologies Director, said he is excited about the new services that will be offered to the County as part of the strategic plan.

Commissioner Gordon said she is glad to see an IT strategic plan. She said this allows the County to see where the department is going and how to phase things in.

Jim Northup agreed.

Commissioner Pelissier agreed with Commissioner Gordon's comments.

Commissioner Pelissier asked what the cost will be for a full fiscal year of these 6 positions.

Paul Laughton said the net County costs for all new positions is \$560,000. He said the cost for next year will be about \$1.6 million, for a full year impact.

Clarence Grier said the cost will be about \$400,000 more next year.

Chair Jacobs questioned why the County would hire someone just before the end of the fiscal year.

Frank Clifton said this is an attempt to stagger out the process, as the employees have to be worked through the system and the training process.

Jim Northup said it will change the dynamic of the team, and staggering them is good.

Jim Northup said part of the Information Technology Plan was to put together a governance team, and this is being done.

Commissioner Dorosin said staggering makes sense, but he questioned why positions are started in May and not July when the new fiscal year begins.

Frank Clifton said it is just part of the phasing of the hiring process, and it gets you through calculations of the fiscal year.

Commissioner Dorosin asked if this decision is driven by the needs of the department

Jim Northup said the needs of the department are great, as outlined in the strategic plan. He said the department is only half staffed.

Chair Jacobs asked Commissioner Dorosin if he would like staff to provide a dollar amount for the savings, if these employees started on July 1 versus May 1.

Commissioner Dorosin said yes.

Paul Laughton said the amount saved by hiring in July would be approximately \$32,000 total.

- **Planning and OPT, including Efland Sewer, Pg.221 (including Fee Schedule change requests, Pg. 346 and Non-Departmental items, Pg. 188)**

Darryl Butts reviewed the following budget highlights:

Administrative Services Budget Highlights:

- Continued work on BOCC identified 2009-12 priorities and updated in 2013, including further implementation of adopted small area plans, a joint land use plan with the Town of Hillsborough, and work on economic development districts and processes.

Current Planning Division Budget Highlights

- Imposition of additional State regulations, most notably storm water, will continue to complicate the permit review and approval process and compliance implementation.
- Staff resources are being evaluated.

Comprehensive Planning Division Budget Highlights

- 1 • Complete Safe Routes to Schools Action Plan, Comprehensive Transportation
- 2 • Plan, and assist in monitoring and implementation of the OC Transit Plan.
- 3 • Lead Joint Planning Process with the Town of Hillsborough.

4

5 ***Building and Inspections Budget Highlights:***

- 6 • The increase in Operations for FY 2013-14 includes a \$.05/mile surcharge in
- 7 Motor Pool to help with future vehicle replacement.

8

9 ***Special Projects/GIS Division Budget Highlights:***

- 10 • One of the two Planner positions in this division has been vacant since June 29,
- 11 2012. This position was hired in April 2013 and the second position is in the hiring
- 12 process. This division has not been able to complete as many work items because
- 13 of these short-term lapses, and understanding that institutional training regarding
- 14 the Orange County process is metered.

15

16 ***Engineering Division Budget Highlights:***

- 17 • Efland Sewer Budget — page 346- The Efland Sewer System rate is proposed to
- 18 rise 1.4%, from \$13.20 per 1000 gallons to \$13.39 per 1000 gallons. This is a
- 19 continuation of the policy established in fiscal year 2011-12 to bring the Efland
- 20 Sewer rate in line with the City of Mebane's out of town sewer rate. The cost to run
- 21 the system continues to increase, however, at a greater rate than the revenue from
- 22 sewer charges. As a result, the shortfall in the operating budget is projected to be
- 23 slightly higher than last year.
- 24 • The FY 2013-14 Manager Recommended Budget includes a General Fund
- 25 subsidy (Transfer from General Fund) of \$103,050, compared to \$99,050 in FY
- 26 2012-13.

27

28 ***Orange Public Transportation Division Budget Highlights:***

- 29 • The increase in Revenues in the FY 2013-14 Manager Recommended Budget
- 30 includes anticipated revenues (\$88,000) associated with the ½ Cents Sales Tax for
- 31 Transit and the associated \$7.00 tag fee. The allocation of these revenues for
- 32 support of existing services or new services is under review and will be discussed
- 33 by the Board of County Commissioners.
- 34 • The department has received notification from the State of decreased Section
- 35 18G and General Transportation funds in FY 2013-14.

36

37 Darryl Butts directed the Commissioners to page 346 and noted the fee schedule

38 change for Efland Sewer fund, as outlined in the budget highlights above. He said this

39 will mean the fee matches the city fee structure.

40 Frank Clifton said Efland will soon be taking ownership and operation of the

41 expanded sewer system, and the County will be out of the sewer business.

42 Craig Benedict reviewed the remaining budget highlights. He said he has been

43 closely monitoring state legislative action and changes proposed to impervious areas,

44 Jordan Lake Rules, storm water regulations, building inspections, and transit.

45 Commissioner Pelissier referred to the performance measures for OPT and

46 noted the increase in cost per hour and asked if this was due to the indirect cost.

47 Craig Benedict said this is correct.

48 Commissioner Pelissier said she wants to make sure the Board is comparing

49 apples to apples when allocating percentages of sales tax revenue for transit to OPT

50 and Chapel Hill.

51 Craig Benedict said this is being done, and the low \$43 per hour rate may allow

52 for the addition of service hours as things move forward.

53 Commissioner Gordon noted that the cost per hour is less for OPT than any

54 other entity in this region, and it is very low.

1 Frank Clifton said one of the distinguishing differences, when considering cost of
 2 TTA and Chapel Hill Transit, is that both have a dedicated maintenance operation. He
 3 said OPT maintains its own units out of the garages, and this cuts down on overhead.
 4 He said that if services were expanded to require a specific maintenance facility, the
 5 cost would go up. He said this maintenance facility cost is a big factor.

6 Craig Benedict said there will be some re-organization within, as there has been
 7 some turnover with Storm Water Erosion Control Officers.

8 Commissioner Rich asked how many buses are in the fleet.

9 Craig Benedict said there are 19 small buses that hold 27 passengers. He said
 10 there are also 5 or 6 vans.

11 Chair Jacobs referred to the non-departmental section on page 188. He noted
 12 the Piedmont Council funding of \$2000, while it is also listed as an outside agency
 13 asking for \$3000 and receiving no money. He questioned how much was requested by
 14 this program.

15 Tonya Walton said these requests are for the same agency but not the same
 16 function.

17 Chair Jacobs asked for information on the work with park and school site
 18 planning with Mebane.

19 Craig Benedict said conversations have been had with Mebane, and this is on
 20 the docket and will come to the Board in the future.

21 Chair Jacobs asked if this will come to the Board in time for their meeting with
 22 Mebane in September, and Craig Benedict said yes.

23 Commissioner Gordon asked how the transit consolidation plan is going.

24 Craig Benedict said this is not going as well as he would like. He said the DOT
 25 funded this at 100%, but gave all of the money to the consultant before the project was
 26 done. He said it was meant to be a two part program. He said the project has stalled
 27 until the DOT can find out how to pursue additional money to complete the two phase
 28 program.

29
 30 **▪ Public Affairs, Pg. 234**

31
 32 Tonya Walton said this is the department's first separate budget. She said the
 33 expenditures budget totals \$312,052. She reviewed the following highlights:
 34

35 ***Budget Highlights:***

- 36 • Approximately \$108,000 in existing funds will be transferred from the County
 37 Manager's budget with the creation of the Department of Public Affairs, on July 1,
 38 2013. In FY 2012-13, the funds provided for the Department Director's personnel
 39 costs and limited operational needs.
- 40 • The FY 2013-14 Manager Recommended Budget includes a new Graphic
 41 Design Specialist position (1.0 FTE), effective January 1, 2014. The position will
 42 create marketing and public relations materials, for the County and its
 43 departments. Personnel, operating and start-up capital costs total \$38,582, for the
 44 first six month of the position; on-going, annual operating expenses total \$69,266.

45
 46 Carla Banks thanked the finance department, as well as the county manager and
 47 Tonya Walton, for their assistance in this budget process.

48 Commissioner McKee asked if the department has figures of how much savings
 49 would be accrued with this new position to offset the cost currently being paid for
 50 graphic design.

51 Tonya Walton said this information is not known yet. She said staff knows of
 52 some non-general funds/departments that are outsourcing graphic design needs. She
 53 said that most departments are handling it on their own.

54 Carla Banks said she has provided a sheet that outlines what the cost would be,
 55 based on coming into the position and flying solo. She is accustomed to having this

1 position, and she said it would save money to do these in-house rather than
2 outsourcing.

3 Commissioner Gordon referred to page 234, which mentions vision statements
4 and communication plans. She asked if these have been developed.

5 Carla Banks said these are being put together, and the estimated timeline is
6 about 6 months out.

7 Commissioner Gordon said she was disappointed that the department had not
8 started out with a strategic communications plan to guide the investment. She would
9 like to see a plan sooner rather than later.

10 Carla Banks said that has been one of her key objectives, and it is on the list.

11 Commissioner Dorosin said there was a purple sheet at their places with a
12 description of a public relations coordinator position.

13 Carla Banks said she is changing the title from a graphics designer to a public
14 relations coordinator in order to be more inclusive of the responsibilities of the job.

15 Chair Dorosin asked if there was enough graphic design work for full time.

16 Carla Banks said graphic design is a large part of the job.

17 Chair Jacobs said he cannot support this position without a strategic
18 communications plan. He said the Board has learned from the Information Technology
19 strategic plan and how much easier it was to make staffing decisions.

20 Carla Banks said she is flying solo now, and she sees it as a detriment to not
21 hire this position.

22 She said she feels that her interpretation of a strategic plan is different from the
23 Board's concept. She cannot see the link to hiring or not hiring.

24 Chair Jacobs said he cannot speak for Commissioner Gordon, but he would like
25 to see a vision for the department before he funds it. He said he would like to
26 participate in a conversation about a plan before he signs off on the direction of the
27 department.

28 Commissioner Rich asked if the outsourcing of a brochure comes out of the
29 departmental budget. She said if so, the departments should know what is being spent
30 on graphic design, and this information should be available.

31 Tonya Walton said there is a lot of time being put into this. She said she could
32 get data on printing cost, but this does not consider layout and other responsibilities.

33 Commissioner Rich said that is important to track, in order to justify a new
34 position.

35 Carla Banks said there are many employees in departments that devote
36 significant time to developing materials. She said the outcome is not professional, as
37 the departments do not have the proper design software or printing tools. She said this
38 is not the image she wants for Orange County, and it puts a different light on how the
39 County presents information.

40 Commissioner Pelissier said she has been on the Partnership for Homelessness
41 for several years, and she remembers the struggle the coordinator had in coming up
42 with a professional looking annual report. She said that this should not be the case in
43 the County.

44 Carla Banks said she is trying to create consistency. She is accustomed to
45 having staff, and this is a component of public affairs that is an essential service.

46 Commissioner Price asked what the \$11,000 in capital outlay will cover.

47 Carla Banks said this would cover the start up equipment for a new employee.
48 She said her budget was designed so that everything that comes out of Public Affairs is
49 for the benefit of all the departments.

50 Commissioner Price asked if the costs are itemized, and she referred to the
51 objectives on 234.

52 Carla Banks said there is some itemized detail included, starting on page 106,
53 and additional information can be provided if this is not enough.

54 Frank Clifton said the attempt is to do as much of this in-house as possible to
55 avoid fees. He said Carla Banks works closely with the Visitor's Bureau and Economic

1 Development with a combination approach that saves dollars. He said there are many
2 other departments with outreach, and some of this is trial and error. He said this is a
3 new position and a new department.

4 Frank Clifton said staff could go back and talk with the School of Government
5 about consulting. He said Carla Banks is using interns when she can, and one is bi-
6 lingual and is translating many of the County outreach efforts.

7 Chair Jacobs said there is a scheduled conversation about this in the fall.

8 Commissioner Price asked what type of advertising the \$60,000 will go towards.

9 Frank Clifton said this will be for any operational costs, such as advertising,
10 programming, creating brochures.

11 Commissioner Gordon said she would like to see a rationale for creating a new
12 department.

13 Frank Clifton said it is a specific function that supports county departments and
14 the Board of County Commissioners and consolidates cost into one area for advertising.

15 Carla Banks referred to the orange packets that the Board received recently, and
16 said this is an example of her work.

17
18 **▪ Human Resources, Pg. 169 (including Non-Departmental items, Pg. 182)**

- 19 • Employee benefit information can be found in the Governing and Management
20 Non-Departmental section and in Appendix A.

21
22 Tonya Walton said the expenditure budget is about \$725,000 and this is an
23 increase of \$24,000, related to COLA adjustments.

24 Director Nicole Clark thanked the Board for their support.

25 Chair Jacobs asked for the definition of an automated performance management
26 system.

27 Nicole Clark said the department went live with an automated application
28 process in January of last year. She said there is another module that allows
29 performance evaluations to be completed online, which eliminates paper and allows for
30 the establishment of common core competencies and automated ratings.

31 Commissioner Dorosin asked about the dollar amount for the cost of living
32 increase.

33 Nicole Clark said it is approximately \$950,000.

34
35 **▪ Aging, Pg. 33**

36 Tonya Walton reviewed the following budget highlights:
37

38 ***Administrative Services Budget Highlights:***

- 39 • Revenue Increase: Transfer of \$175,000 contribution for Aging's Community
40 Based Services Division, from Carol Woods Retirement Community, for Master
41 Aging Plan 2012-2017 implementation costs. (Note: These funds have been
42 available and tracked in the General Fund operating budget for several years, but
43 were recorded differently, prior to a recent change in accounting practices.)
44
45

46 ***Community Based Services Budget Highlights:***

- 47 • Personnel Increase: The department received a Facilities Maintenance
48 Supervisor (1.0 FTE), from Asset Management Services, in FY 2012-13. The
49 position will be responsible for the on-going maintenance of both the Seymour and
50 Central Orange Senior Centers, including daily operations, weekly, monthly and
51 annual maintenance inspections and coordination of services through Asset
52 Management Services. Personnel costs total \$78,703.
- 53 • Revenue Decreases: Loss of \$12,990 from the Friends of Senior Centers
54 organizations, which funded nonpermanent personnel to work two evening shifts,

1 at both senior centers, and Saturday hours at the Seymour Center. The FY 2013-
2 14 budget includes funds to cover the lost revenue.

3 • Transfer of \$175,000 contribution to Aging's Administration Division, from Carol
4 Woods Retirement Community, for Master Aging Plan 2012-2017 implementation
5 costs. (Note: These funds have been available and tracked in the General Fund
6 operating budget for several years, but were recorded differently, prior to a recent
7 change in accounting practices.)
8

9 ***Eldercare/Aging Transitions Budget Highlights:***

- 10 • No significant budget changes, in FY 2013-14.
11

12 ***RSVP 55+ Volunteer Program***

13 ***Budget Highlights***

- 14 • Revenue Reductions – Programs Impacts: Corporation of National and
15 Community Service CNCS), RSVP federal sponsor, is changing the focus of
16 RSVP nationwide. Due to current year budget cuts, RSVP programs have been
17 directed to downsize which includes limiting the number of service agencies to
18 those that make a measurable community impact and fall within the new federal
19 focus areas: Education, Environmental, Healthy Futures, Veterans and Military
20 Families, Disaster Services, Economic Opportunity. We anticipate that volunteer
21 numbers will also decline due to station (work site) reductions. Limited volunteer
22 referral services will be offered to terminated agencies, but they will not be
23 official work sites.
24

25 ***Senior Health Coordination/Wellness Program (Grant Fund)***

26 ***Budget Highlights***

- 27 • United Way of the Greater Triangle Revenue: The United Way of the
28 Greater Triangle did not renew support of the Wellness Project. The \$8,000 loss
29 represents a 13% reduction in the grant project's revenues. To offset a portion
30 of the loss, the department has budgeted additional Fit Feet Clinic revenue
31 (\$10,000), based on actuals from prior years' performance
32

33 Chair Jacobs asked about the Farmers' Market Outreach program.

34 Janice Tyler said any farmers that want to come are welcome.

35 Chair Jacobs said people in Efland have missed having programming at their
36 community center.

37 Janice Tyler said programming is not provided anymore, because the programs
38 were consolidated a couple of years ago when the Central Orange Senior Center was
39 opened. She said outreach was done in Efland and Cedar Grove before this decision
40 was made, and the participant numbers were very low. She said these people are now
41 being bused to the Senior Center.
42

43 **▪ *Animal Services, Pg. 44 (including Fee Schedule change requests, Pg.***
44 ***347)***

45 Darryl Butts reviewed the following budget highlights:
46

47 ***Administration and Programs***

48 ***Budget Highlights***

- 49 • The increase in Operations in FY 2013-14 is due to a countywide \$.05/mile
50 surcharge in Motor Pool to help offset future vehicle replacement costs, an
51 increase of \$3,000 in Contract Services for animal disposal fees, and operating
52 costs associated with the new recommended Administrative Assistant I and Animal
53 Control positions.

- 54 • *Animal Services: Animal Shelter Division*

- 1 • The FY 2013-14 Manager Recommended Budget includes a new Administrative
- 2 Assistant I position budgeted to start January 1, 2014 (Salary & Benefits and
- 3 Capital Outlay of \$23,381) with offsetting revenues of \$6,300 from Spay/Neuter
- 4 Fund. This position will provide daily management of the volunteer program
- 5 (currently over 125 volunteers donating over 800 hours of volunteer time), and
- 6 assisting with additional programs related to the County's Community Spay/Neuter
- 7 program, as well as the co-location program for pets in disaster sheltering.
- 8 • Creation of new differential impoundment fees for owner recoveries to offer
- 9 reduced fees for sterilized pets resulting in increased reclaim revenues (\$5,000).
- 10 • Increase micro chipping of pets by offering microchips at four rabies clinics and
- 11 requiring that all pets recovered are micro chipped resulting in increased microchip
- 12 revenues (\$10,125).

13
14 ***Animal Control & Protection Division***
15 ***Budget Highlights***

- 16 • The FY 2013-14 Manager Recommended Budget includes a new Animal Control
- 17 Officer position (1.0 FTE) dedicated to the Town of Carrboro. The direct personnel,
- 18 operating, and capital outlay costs for the position (\$58,222) will be paid by the
- 19 Town.
- 20 • The increase in revenues for FY 2013-14 includes an Agreement with the Town
- 21 of Carrboro to provide animal control services (\$58,222), and an increase of
- 22 \$11,089 in the amount of the Hillsborough animal control agreement, based on a
- 23 correction to the indirect costs calculation.

24
25 Bob Marotto said the Assistant Program Coordinator position is warranted by the
26 large increase in volunteers and volunteer hours. He said the range has gone from 400-
27 600 to 800-1100 hours, and there are over 1500 people in the program over the course
28 of the year. He said there is only one person in charge of that program. He has serious
29 concerns about the sustainability of the program without the coordinator addition.

30 He said Hillsborough has been added to the agreement since 2009 and Carrboro
31 will soon be added.

32 He said, with staff's intention to bring back the unified ordinance in September,
33 he would suggest the Board consider removing the fees from the new fee schedule and
34 delaying this addition until later.

35 Commissioner McKee said he appreciated the suggestion to delay the fees.

36 Commissioner Price asked about the spay/neuter fund and the differing request
37 amounts.

38 Paul Laughton said there is \$12,600 available from the spay/neuter fund to help
39 underwrite a position. He said that, for the first half of the year, this will directly
40 underwrite a part time or temporary position. He said a permanent position would then
41 be created in January, and the other half of the money would be re-directed into the
42 operating budget to underwrite part of the cost of that permanent position.

43 Commissioner Gordon said she would like to see the budget without the
44 revenues associated with the Ordinance changes.

45 Darryl Butts said the budget would be \$14,000, and he can provide details on
46 this.

47 Bob Marotto said there would be additional deductions made to the expenditure
48 line item to obtain the chips to microchip stray animals.

49 Commissioner Gordon said the information needs to be systematically
50 presented.

51 Darryl Butts said this will be done.

52 Commissioner Gordon asked for an explanation of how the animal recovery fits
53 into the budget.

1 Bob Marotto said there was a set of differential rates folded in to the ordinance
2 for the recovery of sterilized and reproductive animals. He said this is part of the
3 \$14,000.

4
5 **▪ County Attorney, Pg. 92**

6 Tonya Walton said the County Attorney's budget totals \$526,000 with an
7 increase of \$37,000.

8
9 ***Budget Highlights***

- 10 • Personnel cost increase reflects a mid-year, position reclassification
11 • Flat operation budget

12 Attorney John Roberts said the General Assembly is putting out a lot of
13 legislation that will affect Orange County, and this will be looked at over the summer.

14 He commended the Information Technology department, and he said the new
15 leadership has said that contract review can now be digitized.

16 Commissioner Dorosin said there is a mention of costs recovered through
17 delinquent collections. He said other departments have a revenue line, and he wonders
18 why these revenues aren't credited to this department. .

19 Clarence Grier said this goes back to the department that generated the fees.

20 Commissioner Dorosin asked about the difference between a legal specialist and
21 a staff attorney.

22 John Roberts said the current legal specialist is a licensed attorney, and she was
23 originally in the Human Relations department. He said her position was terminated, and
24 she was moved into his department. He said she does quite a bit of legal work and
25 some paralegal work.

26 Chair Jacobs suggested the Board do two more departments.

27
28 **▪ DEAPR-Department of Environment, Agriculture, Parks and Recreation, Pg.
29 99 (including Fee Schedule change requests, Pg.331 and Non-Departmental
30 items, Pgs. 188 and 201)**

31
32 Tonya Walton reviewed the following budget highlights:

33
34 ***Administrative Services Budget Highlights:***

- 35 • Motor Pool: Increase (\$9,580) reflects needed repairs, increased fuel costs
36 and a \$0.05 mileage rate increase, in FY 2013-14.
37 • Fee Schedule Request: Proposed changes, effective July 1, 2013, include
38 eliminating the cost ranges for tournament vending permits (\$100 per day,
39 formerly \$100-\$300), setting a firm rate for recreation equipment rentals (\$25
40 per use, formerly staff determined) and creating a drop-in pass program at
41 Central Recreation Center (\$3 per day, \$15 semi-annually, \$15 annually).

42
43 ***Natural and Cultural Resources Division Budget Highlights***

- 44 • Manager Recommended Budget includes \$20,000 to construct 1-2 secure
45 well-net monitoring sites.

46
47 ***Parks Division Budget Highlights***

- 48 • The Parks Division continues to experience increasing deferred equipment
49 costs (replacement, repair and maintenance), and an increase in motor pool
50 costs due to fuel prices. Some of the most-pressing of these needs are included
51 in the budget.
52 • Increases in seasonal staff reflect the limited opening of Blackwood Farm Park
53 and FY 2012-13's living wage increase. In the last four years, the County has
54 opened three parks without additional full-time staff. Historically, seasonal staff

1 has been hired to address the dramatic increase in park usage during April-
2 October.

3
4 **Recreation Division Budget Highlights:**

- 5 • Participant Insurance: The department will fund participant insurance (\$9,000)
6 for all youths, in FY 2013-14. The funds will provide each participant with
7 adequate recreation insurance and a proposed fee increase will offset the cost.
- 8 • Efland Cheeks: Increased seasonal staff (\$3,850) will provide building
9 supervision and program assistance at the Efland Cheeks Community Center for
10 the United Voices of Efland and the Efland Community.

11
12 **Soil and Water Conservation Budget Highlights:**

- 13 • No significant budget changes, in FY 2013-14.

14
15 Dave Stancil said the department has accomplished a lot of goals, including
16 resolution of the 10 year dilemma for youth baseball and softball. He said the Eurosport
17 Soccer center continues to see revenue increase. He said there are also talks about
18 making the Efland Cheeks Community Center more accessible.

19 Commissioner Gordon asked where Twin Creeks Park fits into their plans.

20 Dave Stancil said, in the CIP, Twin Creeks Park is beyond the 5 year horizon.
21 He said it is a fairly significant park, and at this time there is funding for road
22 construction; but no funds exist to build any practical segment of the park, other than the
23 greenway. He said this will be looked at again next year; however this is a multi-million
24 dollar project, and a number of things will have to happen to make it work.

25 Commissioner Gordon asked Dave Stancil about the abbreviation of DEAPR and
26 said that it would be a good idea to include the whole department name the first time the
27 department is referenced, before using the abbreviation.

28 Commissioner Dorosin said there was mention of doing more outreach with a
29 survey. He asked what is going to be done to get more diversity.

30 Dave Stancil said the Hispanic, African-American and Asian populations are all
31 under- represented. He said there were a number of surveys sent out to target these
32 groups, and at the end of the day he hopes to have a good, true base of resident
33 opinion.

34
35 **▪ Health Department, Pg. 148 (including Fee Schedule change requests, Pg.
36 348 and Non-Departmental items, Pg. 193)**

37 Darryl Butts reviewed the following budget highlights:

38
39 **Finance and Administrative Services Division Budget Highlights**

- 40 • Facilitated quality improvement projects for different divisions in health
41 department.
- 42 • Expanded credit card payment acceptance for Personal Health and Dental
43 Clinic clients.
- 44 • During FY 2012-13, the department hired a Health Informatics Manager and
45 created a Health Informatics section within this division.
- 46 • The FY 2013-14 Manager Recommended Budget includes increases in
47 Operations for Training(\$6,433) – to provide additional workforce development
48 opportunities for staff; Contract Services(\$11,800) – consultation work to
49 support health informatics and data integration in the transition to coding
50 changes in billing and notification to patients, as well as Board of Health
51 strategic planning data analysis; Innovation and Accreditation Projects (\$23,700)
52 – these are a continuation of projects started in FY 2012-13 and are paid with
53 Medicaid Maximization funds.

- The increase in Revenues in FY 2013-14 reflects the increase in Medicaid Maximization funds to cover the costs of the Innovations and Accreditation Projects.

Dental Health Division Budget Highlights:

- The FY 2013-14 Manager Recommended Budget includes an increase in hours of a Dental Hygienist position by .30 FTE (from a .50 FTE to a .80 FTE); Salary and Benefits increase of \$18,701, which is completely offset by User Fees and Medicaid funds.
- Discontinued Smart Smiles program due to the loss of Smart Start funds; this used to go toward dental screening in schools. Now the focus will be more on health education and dental health in schools.

Health Promotion and Education Services Division Budget Highlights:

- The FY 2013-14 Manager Recommended Budget includes the transfer of a Nutrition Program Manager position and a Registered Dietician position to the Personal Health division.
- The FY 2013-14 Manager Recommended Budget includes a new Senior Public Health Educator position (1.0 FTE), effective July 1, 2013, to work on Board of Health Strategic Plan priorities such as Access to Care; Child and Family Obesity; and Substance Abuse/Mental Health. (Salary & Benefits of \$58,360)
- The increase in Operations in FY 2013-14 includes increases in Training – to provide additional workforce development opportunities for staff; and in Contract Services – for consultative services related to the smoke free law (offset by State/Federal funds), as well as other Board of Health strategic plan goals.
- The decrease in Revenues in FY 2013-14 is due to transferring the Nutrition Services program to the Personal Health division to promote continuity of care for clients receiving clinic services, and funds from Piedmont Health Services related to the transfer of the of the Nutrition Program Manager position to Personal Health.

Environmental Health Division Budget Highlights

- The increase in Revenues in FY 2013-14 is due to a projected increase in the State allocation based on 100% compliance in food and lodging inspections.
- The hiring of the Permit Development Specialist (.50 FTE) in FY 2012-13 is allowing enhancements to Environmental Health Services. As of January 2013, the Environmental Health reception desk now remains open during the lunch hour for walk-in and phone customers, increasing accessibility to the public by 11%.
- Environmental Health professional staff is no longer required to regularly provide reception desk coverage and have returned to normal duties consistent with their position, which will enhance productivity and accessibility by 15%.

Personal Health Division Budget Highlights

- The FY 2013-14 Manager Recommended Budget reflects the transfer of a Nutrition Program Manager position and a Registered Dietician from the Health Promotion and Education division to Personal Health.
- The FY 2013-14 Manager Recommended Budget includes the conversion of a vacant Public Health Nurse II position to a Medical Office Supervisor position, and the surplus of \$20,657 from this conversion has been transferred to the division's temporary personnel line item. This increase, along with an increase of \$14,000, to establish a temporary nursing/provider pool to mitigate reduced

1 clinic schedules and delays in services due to unforeseen medical leave of
 2 permanent staff. These changes reflect some of the increases in Personnel
 3 Services for FY 2013-14.

4 • The increase in Operations for FY 2014-13 includes an additional \$100,395 in
 5 Pharmacy Supplies; increased by an additional \$50,395 to continue giving
 6 vaccines to school system staff, as well as county employees (revenue received
 7 from insurance reimbursements will cover the additional costs); also includes the
 8 continuation of the Nicotine Replacement Therapy program at \$50,000.

9 • The Capital Outlay for FY 2013-14 of \$18,000 includes the purchase of six (6)
 10 kiosks for patients to check for Medicaid eligibility. The patient kiosk systems are
 11 interactive computer stations used to help improve efficiency and the patient's
 12 experience by giving them the option to sign up for Medicaid and insurance
 13 benefits all in real-time.

14 • The additional revenue in FY 2013-14 is due to efficiencies in the new patient
 15 management and billing system created through ongoing training and
 16 development in billing, and moving the Nutrition Services Program and its
 17 associated revenue to this division from Health Promotion and Education.

18 • The Department's multi-year Reducing Health Disparities Grant includes a
 19 Manager Recommended two year time-limited Registered Dietician position (1.0
 20 FTE). (Salary & Benefits of \$62,647). The position costs are totally offset by
 21 grant funds and revenue from third party billing charges, and are budgeted
 22 outside of the General Fund.

23 • There are two (2) new fees recommended in FY 2013-14: Birthing
 24 Classes at \$8.69/ hour and Adult TD vaccine at \$35.00□

25 • The Board of County Commissioners approved the reclassification of a
 26 Public Health Nurse II position to 1.5 FTE Medical Office Assistants in FY 2012-
 27 13, at no additional County cost, to add support for increased clinic efficiency.

28 • Increased inventory of purchased vaccines due to decrease in state-
 29 supplied vaccine available.

30 • Nutrition Services Section moved to Personal Health Services Division

31 • Awarded contract in FY 2012-13 with UNC Family Medicine through
 32 Office of Minority Health and Health Disparities Grant Funding to offer Diabetes
 33 Self-Management Education Program and Medical Nutrition Therapy to referred
 34 clients (Year 1 Funding, \$67,767). This project was established in a multi-year
 35 grant fund outside of the General Fund.

36
 37 Colleen Bridger said County dollars cover County controlled funding increases,
 38 and all other increases have been covered by non-county dollars.

39 She said the department saw about 9000 patients this year, and had 6000 visits
 40 at the dental clinic in Hillsborough. She said two-thirds of patients seen in the dental
 41 clinic are uninsured. She said the hope is to expand dental services in the future, but
 42 without having to come to the Board for money.

43 She said the department is working to increase efficiency, and she said access
 44 to service is exceptional.

45 Commissioner McKee said he has a concern about the soft implementation for
 46 the smoking ordinance enforcement, which ends in July. He has heard that pressure
 47 has been applied to law enforcement to enforce this ordinance.

48 Colleen Bridger said that is a rumor that is not true, and she would encourage
 49 Commissioner McKee to speak with the chief of police.

50 Chair Jacobs said it is not clear whether the sliding scale applies to dental fees
 51 or not.

52 Colleen Bridger said the sliding scale does apply to the dental patient, and 50%
 53 of patients slide to the zero pay.

1 Chair Jacobs asked how the department is doing in attracting southern Orange
2 County residents to the dental clinic.

3 Colleen Bridger said transportation needs can be tracked, and thus far the needs
4 is zero in that area. She said vouchers for free transportation were set aside for this and
5 none have been used. She said there has been a decrease in the patients seen from
6 Chapel Hill and Carrboro, though not as steep as she expected. She said many have
7 also come back after leaving to explore other options.

8 Commissioner McKee asked if Piedmont Health Services is providing dental
9 service and Chapel Hill.

10 Colleen Bridger said yes, and a partnership is being worked on.

11 Commissioner Gordon said she is glad to hear that there is interest in dental
12 service for people in the southern end of the County.

13 Chair Jacob reviewed the follow up items needed for the next meeting, which
14 included:

- 15 - Percentage of the 401K in terms of the overall package
- 16 - Animal Services Budget, without the ordinance fee

17
18 • **Housing, Human Rights and Community Development, Pg.161**
19 **DEFERRED**

20
21 • **Library, Pg. 176 (*including Fee Schedule change requests, Pg. 332 and***
22 ***Non-Departmental Items, Pg. 201*)**
23 **DEFERRED**

24
25 • **Social Services, Pg. 244**
26 **DEFERRED**

27
28 • **Board of County Commissioners, Pg. 63**
29 **DEFERRED**

30
31 • **County Manager, Pg. 95**
32 **DEFERRED**

33
34 • **Finance and Administrative Services, Pg. 135**
35 **DEFERRED**

36
37 • **Internal Service Fund – Vehicle Replacements**
38 **DEFERRED**

39
40 **5. CIP Follow-up**
41 **DEFERRED**

42
43 **6. Closed Session-deferred**
44

45
46
47
48 **ADJOURNMENT**

49
50 A motion was made by Commissioner McKee seconded by Commissioner Pelissier to
51 adjourn the meeting to 6:00pm on June 13, 2013

52
53 **VOTE UNANIMOUS**

Barry Jacobs, Chair

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Donna Baker
Clerk to the Board

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

**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,
919-245-2726

PURPOSE: To consider adoption of a resolution to release motor vehicle property tax values for twenty (20) taxpayers with a total of twenty (20) bills that will result in a reduction of revenue.

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

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

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

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

FINANCIAL IMPACT: Approval of these release/refund requests will result in a net reduction of \$1,463.11 to Orange County, the towns, and school and fire districts. Financial impact year to date for FY 2013-2014 is \$16,499.01.

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

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

NORTH CAROLINA

RES-2013-064

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 _____, 2013.

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 REPORT REGISTERED MOTOR VEHICLE SEPTEMBER 17, 2013

NAME	ABSTRACT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT
A Falcon Ride, LLC	8463053	2013	3,690	1,845	(29.17)	Repair estimate (Appraisal appeal)
Baggett, Dale Coulter	653649	2013	7,030	5,624	(12.85)	High mileage (Appraisal appeal)
Beddingfield, Richard	653813	2013	12,590	7,554	(82.39)	High mileage (Appraisal appeal)
Davis, Courtney	1007972	2013	12,590	7,806	(63.52)	High mileage (Appraisal appeal)
Dexter, Mani Leigh	1037973	2013	14,310	13,990	(4.93)	Price paid (Appraisal appeal)
Fields, Yonna	1035357	2013	11,230	0	(102.65)	County changed to Alamance (Illegal tax)
Haggerty, Patrick	1038796	2013	49,772	49,772	(334.80)	Incorrect situs address (Clerical error)
Hankins, Kean	656233	2013	10,080	7,661	(39.58)	High mileage (Appraisal appeal)
Ingold, James	966517	2013	3,000	500	(22.70)	Qualifies for antique automobile classification (Appraisal appeal)
Kimrey, Cecil	5774569	2013	5,925	2,962	(26.81)	Condition (Appraisal appeal)
Marotta, Audra	1035806	2013	28,570	0	(261.16)	County changed to Lenoir (Illegal tax)
Moore, Clifton Goodwin Jr.	1038251	2013	39,520	39,270	(3.84)	High mileage (Appraisal appeal)
Moore, Martha Taylor	1038940	2013	21,180	20,930	(3.84)	High mileage (Appraisal appeal)
Pack, Ashley Nicole	1037623	2013	8,680	6,510	(33.42)	Total loss rebuilt title (Appraisal appeal)
Parron, Richard	1038174	2013	16,060	0	(149.61)	Military leave & earning statement home of record TN (Illegal tax)
Piven, Mary	658980	2013	2,880	0	(77.11)	County changed to Chatham (Illegal tax)
Snyder, Kandi	1001957	2013	18,454	13,886	(41.76)	High mileage (Appraisal appeal)
Strickland, Jeffrey	1040561	2013	3,650	500	(48.53)	Qualifies for antique automobile classification (Appraisal appeal)
Vanname, Christopher	660909	2013	27,910	22,886	(77.39)	High mileage (Appraisal appeal)
Yeh, Douhan Justin	1038572	2013	25,410	22,356	(47.05)	Price paid (Appraisal appeal)
				Total	(1,463.11)	

August 16, 2013 thru
 August 27, 2013

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: September 17, 2013

**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) 245-2726

PURPOSE: To consider adoption of a resolution to release property tax values for fourteen (14) taxpayers with a total of fourteen (14) bills that will result in a reduction of revenue.

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

FINANCIAL IMPACT: Approval of this change will result in a net reduction in revenue of \$35,353.78 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-2013-065

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 _____, 2013.

Clerk to the Board of Commissioners

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

**BOCC REPORT- REAL/PERSONAL
SEPTEMBER 17, 2013**

NAME	ABSTRACT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT
Anderson, Leo	1020216	2013	800	0	(14.58)	Property sold in 2012 (illegal tax)
Arby's Restaurant Group, Inc	249189	2013	99,233	88,350	(180.21)	Business personal property over listed (illegal tax)
Ashlyn Davis, LLC	317863	2013	5,852	0	(96.90)	Business closed in 2012 (clerical error)
Austin Communication	312054	2013	463	0	(7.31)	Business closed in 2012 (clerical error)
CareFusion Solutions, LLC	318152	2013	1,080,842	1,080,253	(9.30)	Double billed (illegal tax)
Carolina Vascular Access Holding	1036606	2013	1,900,419	0	(33,037.65)	Located and taxed in Durham County (illegal tax)
EQ Acquisitions 2003, Inc	980023	2013	1,352	0	(13.80)	No business personal property assets located in Orange County (illegal tax)
Ervin Leasing Company	317754	2013	4,208	0	(36.10)	No business personal property assets located in Orange County (illegal tax)
Intersect, LLC	968834	2013	2,046	0	(19.06)	Business closed in 2012 (illegal tax)
Pressflex, LLC Ste. 203	289989	2012	17,501	0	(286.28)	Located and taxed in Durham County (illegal tax)
Top This UNC, LLC	1022802	2013	149,127	123,504	(465.45)	Business personal property over listed (illegal tax)
Vantage Consulting, Inc	317544	2013	930	430	(5.77)	Business closed in 2012 (illegal tax)
Wesley McAdams	255556	2013	246,517	120,600	(1,155.92)	Dwelling destroyed by fire in 2012 (illegal tax)
Wright Law Co. LPA	968697	2013	1,655	0	(25.45)	Business closed in 2012 (clerical error)
				Total	(35,353.78)	

August 16, 2013 thru
August 27, 2013

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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) 245-2726

PURPOSE: To consider three (3) untimely applications for exemption/exclusion from ad valorem taxation for three (3) bills for the 2013 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.

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 plus the value of up to one (1) acre of land.

Based on the information supplied in the applications and the above referenced General Statutes, the applicants may be approved by the Board of County Commissioners. NCGS 105-282.1(a)(5) permits approvals of such applications if good cause is demonstrated by the taxpayer.

FINANCIAL IMPACT: The reduction in the County's tax base associated with approval of the exemption application will result in a reduction of FY 2013/2014 taxes due to the County, municipalities, and special districts in the amount of \$2,216.41.

RECOMMENDATION: The Manager recommends the Board approve the attached resolution for the above listed applications for FY 2013/2014 exemption.

NORTH CAROLINA

RES-2013-066

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 2013 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 2013 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 _____, 2013.

Clerk to the Board of Commissioners

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

BOCC REPORT REAL/PERSONAL SEPTEMBER 17, 2013

NAME	ABSTRACT NUMBER	BILL YEAR	ORIGINAL VALUE	TAXABLE VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT
Dinatale, Patricia	301133	2013	238,200	119,100	(1,021.88)	Homestead Exclusion filed after the statutory deadline. 2013 taxes unpaid
Haith, David	1449	2013	40,888	26,992	(312.77)	Homestead Exclusion filed after the statutory deadline. 2013 taxes unpaid
Ray, Jocye N.	221810	2013	189,300	94,650	(881.76)	Homestead Exclusion filed after the statutory deadline. 2013 taxes unpaid
				Total	(2,216.41)	

August 16, 2013 thru
August 27, 2013



FILED
AUG 15 2013
ORANGE COUNTY
TAX ADMINISTRATION

**Request for Tax Relief
Late Application Filing**

Date: 8-14-13

To Whom It May Concern:

I PATRICIA DINATALE, am applying for a late
(PRINT NAME)

Property Tax Relief Exemption or Exclusion for the year 2013 on parcel
number (PIN) # 9825535437.

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.

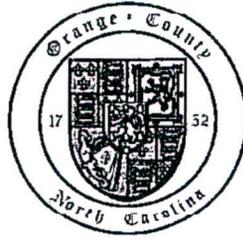
Other

Thank you,

(Signature)

How did you find out about this exemption?

ON BACK OF TAX BILL



FILED

AUG 21 2013

ORANGE COUNTY
TAX ADMINISTRATION

**Request for Tax Relief
Late Application Filing**

Date: 8/20/13

To Whom It May Concern:

I David L. Haith, am applying for a late
(PRINT NAME)

Property Tax Relief Exemption or Exclusion for the year 2013 on parcel
number (PIN) # 9828 509947

The reason for my late request is:

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

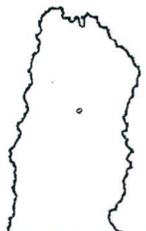
I just found out about the Property Tax Relief Program.

Other.

Thank you,

David L. Haith
David L. Haith
(Signature)

How did you find out about this exemption?



FILED
AUG 26 2013
ORANGE COUNTY
TAX ADMINISTRATION



**Request for Tax Relief
Late Application Filing**

Date: 8-24-13

To Whom It May Concern:

I Joyce NEEEMS RAY, am applying for a late
(PRINT NAME)

Homestead Exemption for the year 2013 on parcel number

(PIN) # _____

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,

Joyce N. RAY
(Signature)

How did you find out about this exemption?

FAMILY

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: Emergency Debris Removal and Processing Services Agreement

DEPARTMENT: Solid Waste Management

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

Debris Removal and Processing
Agreement

INFORMATION CONTACT:

Michael Talbert, 245-2153
Gayle Wilson, 968-2885

PURPOSE: To approve an agreement between Orange County and Ceres Environmental Services, Inc. for the purpose of providing a secondary resource for Emergency Debris Removal and Processing Services.

BACKGROUND: The Solid Waste Management Department along with Orange County Emergency Management (OCEM) prepared a needs-assessment for storm debris management utilizing the Federal Emergency Management Agency's (FEMA) modeling to estimate quantities of waste materials that could possibly be generated in a moderate-to-heavy storm event (hurricane, ice storm, tornado, etc.). The quantities derived from this analysis indicate a magnitude of potential debris that would likely overwhelm the County's current capabilities, which will be significantly diminished following the closing of the landfill and the associated staff reorganization. The odds of a major storm event happening any given year is rather small, but the inevitability of a major event at some point is a certainty.

A recommended course of action that would provide Orange County the necessary debris management capability to adequately respond to this type of event was developed by the Solid Waste Management Department, with OCEM providing assistance and additional guidance provided by the NC Department of Crime Control and Public Safety. Approval of this agreement will put in place the final key element of the County's emergency storm debris management preparation strategy and another means by which to facilitate FEMA reimbursements.

In June 2011 the Board of Commissioners (BOCC) approved an agreement with Neel-Schaffer, Inc. to provide Disaster Management, Monitoring and Recovery Services. In December 2012 the BOCC approved the location of two storm debris management sites that received conditional approval by the NC Division of Waste Management in May 2013. In March 2013 a Memorandum of Agreement was executed with the NC Department of Transportation that allows emergency cooperation during a federally declared event. On June 18, 2013 the BOCC

approved an agreement with Phillips & Jordon, Inc. to perform primary Debris Removal and Processing Services. At the June 18th meeting staff indicated its intention to return in September to recommend a secondary contractor in order to provide a greater level of preparedness and reserve capability than a single contractor. While it is the County's intention to utilize the primary contractor from North Carolina to the fullest extent, in the event that the company cannot fully provide the necessary support due to being overwhelmed by the event, it is anticipated that the secondary contractor, located outside the area, will be able to provide the necessary resources to fulfill the County's needs,

Requests for proposals were prepared for Debris Removal and Processing Services. Sealed proposals were received from five (5) firms:

Phillips & Jordan, Inc. – Robbinsville, NC
Ceres Environmental Services, Inc. – Sarasota, FL
Omni Pinnacle, LLC – Pearl River, LA
Helsley R. Lee Contracting, Inc. – Picayune, MS
Ralph Hodge Construction Company – Wilson, NC

After a thorough evaluation of the remaining proposals, the Solid Waste Management Department recommends that Ceres Environmental Services, Inc. be awarded the secondary contract for Debris Removal and Processing Services, effective October 1, 2013. Criteria to which each firm was evaluated against included Qualifications and Experience of Firm, Knowledge of the County and Local Emergency Management Needs, References and Cost.

FINANCIAL IMPACT: The primary purpose of the agreement is to ensure that adequate staffing and equipment resources are available in the event of a severe storm event to effectively manage large quantities of debris that is likely to be generated. There are no expenses anticipated related to this agreement without an emergency declaration by the Chair of the Board of County Commissioners.

RECOMMENDATION(S): The Manager recommends that the Board approve the agreement with Ceres Environmental Services, Inc. for Emergency Debris Removal and Processing Services and authorize the Chair to sign the agreement.

[Departmental Use Only]
 TITLE
 FY

NORTH CAROLINA

**SERVICES AGREEMENT OVER \$90,000.00
 RFP – WITH REIMBURSABLE EXPENSES**

ORANGE COUNTY

This Services Agreement (hereinafter “Agreement”), made and entered into this 1st day of October, 2013, (“Effective Date”) by and between Orange County, North Carolina a body politic and corporate of the State of North Carolina (hereinafter, the "County") and Ceres Environmental Services, Inc. (hereinafter, the "Provider").

WITNESSETH:

That the County and Provider, for the consideration herein named, do hereby agree as follows:

1. Services

a. Scope of Work.

- i) This Services Agreement (“Agreement”) is for professional services to be rendered by Provider to County with respect to (*insert type of project*): Removal, Reduction, Recycling and/or Disposal of Debris
- ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.
- iii) Time is of the essence with respect to this Agreement.
- iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

2. Responsibilities of the Provider

- a. Services to be provided. The Provider shall provide the County with all services required in Section 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.
- b. Standard of Care.
 - i) The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the

performance of these services. Provider is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the Basic Services.

- ii) Provider shall be responsible for all errors or omissions, in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County.
- iii) The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.
- iv) Provider is an independent contractor of County. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.
- v) Provider agrees that Provider, its employees, agents and its subcontractors, if any, shall be required to comply with all federal, state and local antidiscrimination laws, regulations and policies that relate to the performance of Provider's services under this Agreement.
- vi) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

3. Basic Services

a. Basic Services.

- i) The Provider shall perform as Basic Services the work and services described herein and as specified in the County's Request for Proposals (the "RFP") "RFP Number 5193 for "Removal, Reduction, Recycling and/or Disposal of FEMA Eligible Debris" issued May 3, 2013, and the Provider's proposal, which are fully incorporated and integrated herein by reference together with Attachments Addendum #1 (designate all attachments). In the event a term or condition in any document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the County's RFP together with attachments, Provider's Proposal together with attachments.
- ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert task list and milestone dates)

<u>Task</u>	<u>Milestone Date</u>
-------------	-----------------------

1. n/a

- iii) Should County reasonably determine that Provider has not met the Milestone Dates established in Section 3(a)(ii), County shall notify Provider of the failure to meet the Milestone Date. The County, at its discretion may provide the Provider seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Provider cures the breach. In the alternative, upon Provider's failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Provider or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule, County may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Provider. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

4. Duration of Services

- a. Term. The term of this Agreement shall be from October 1, 2013 to September 30, 2018.
- b. Scheduling of Services
- i) The Provider shall schedule and perform his activities in a timely manner so as to meet the Milestone Dates listed in Section 3.
- ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate his efforts, including providing additional resources and working overtime, as necessary, to perform his services in accordance with the approved project schedule at no additional cost to the County.
- iii) Upon written agreement of the parties his Agreement may be renewed for one additional five-year term.
- iv) The Commencement Date for the Provider's Basic Services shall be October 1, 2013.

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services under this Agreement except reimbursable expenses as specified in section 5(c), below. Subject to the unit and services costs shown in Provider's Proposal the maximum amount payable for Basic Services is six million Dollars (\$6,000,000.00). In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as percentages of the whole as Project milestones as set out in Section 3(a)(ii) are achieved. *(For example, if there are 10 Project Tasks with Milestone Dates then Provider may invoice for the first 10%*

of the whole upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Provider may invoice for the next 10% of the whole.)

- b. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.
- c. Reimbursable Expenses Reimbursable expenses are in addition to the fees for Basic Services and are for the following expenditures to the extent reasonable and actually incurred by the Provider with respect to the Project:
 - i) Actual expenditures for postage, reproductions, photography, and long distance telephone charges directly attributable to this Project.
 - ii) The actual cost of reproduction of reports, plans and specifications excluding documents for exclusive use by the Provider.
 - iii) The Provider shall not be entitled to any mark-up on actual expenses incurred.
 - iv) Reimbursable expenses shall be compensated by the County along with invoices for Basic Services provided by Provider. Payment of Reimbursable Expenses shall be subject to Provider's timely submission of valid receipts for any such expenses and approval by the County. Any additional charges not specified herein, must be mutually agreed to in advance by County and Provider and documented in writing with a letter signed by authorized representatives for County and Provider and, subject to budgeted funds.

6. Responsibilities of the County

- a. Cooperation and Coordination. The County has designated the (*Solid Waste Management Director Gayle Wilson*) to act as the County's representative with respect to the Project and shall have the authority to render decisions within guidelines established by the County Manager and/or the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

7. Insurance

- a. General Requirements. The Provider shall purchase and maintain and shall cause each of his subcontractors to purchase and maintain, during the period of performance of this Agreement:
 - i) Worker's Compensation Insurance for protection from claims under workers' or workmen's compensation acts;
 - ii) Comprehensive General Liability Insurance covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease or death of any

of the Provider's employees or any other person and to real and personal property including loss of use resulting thereof;

- iii) Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering personal injury or death, and property damage; and
- iv) Professional Liability Insurance, covering personal injury, bodily injury and property damage and claims arising out of or related to the performance under this Agreement by the Provider or his agents, Providers and employees.

b. Insurance Rating. The minimum insurance rating for any company insuring the Provider shall be Best's A. **If the Provider does not meet the insurance requirements the County's Risk Manager must be consulted prior to finalizing this Agreement.**

c. Limits of Coverage. Minimum limits of insurance coverage shall be as follows:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
• Worker's Compensation	Limits for Coverage A - Statutory State of N.C. Coverage B - Employers Liability \$500,000 each accident and policy limit and disease each employee
• Commercial General Liability	\$1,000,000 Each Occurrence; \$2,000,000 Aggregate.
• Automobile Liability	Combined Single Limit \$500,000
• Professional Liability	NOTE: Insert coverage limits required by Risk Manager if applicable.

d. Additional Insured. All insurance policies (with the exception of Worker's Compensation and Professional Liability) required under this Agreement shall name the County as an additional insured party. Evidence of such insurance shall be furnished to the County, together with evidence that each policy provides the County with not less than thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage.

8. Indemnity

a. Indemnity. The Provider 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 Project 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 Provider 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 Provider to indemnify the County to the fullest extent permitted under North Carolina law.

9. Amendments to the Agreement

- a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

10. Termination

- a. Termination for Convenience of the County. This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Provider shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause.
- c. Compensation After Termination.
 - i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider.
 - ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.
- d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

11. Additional Provisions

- a. Limitation and Assignment. The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.
- b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.
- c. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have

jurisdiction or venue with respect to such suits or actions. The Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.

- d. Entire Agreement. This Agreement, together with the RFP and its attachments and the Proposal and its attachments, represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- e. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- f. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the property of the County and may be used on any other project without additional compensation to the Provider. The use of the documents, items or things by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.
- g. Non-Appropriation. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.

In the event of a change in the County's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Provider of such limitation or change in County's legal authority.

- h. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County
 Attention: Gayle Wilson
 P.O. Box 8181
 Hillsborough, NC 27278

Provider's Name & Address
 Ceres Environmental
 Services, Inc.
 Attention: David Preus
 6960 Professional Parkway
 Sarasota, FL 34240

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ORANGE COUNTY:

PROVIDER:

By: _____
Barry Jacobs, Chair
Orange County Board of Commissioners

By: _____

Printed Name and Title

Attest: _____
Donna Baker, Clerk to the Board

[SEAL]

This instrument has been approved as to technical content.

Gayle Wilson, Department Director

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

Office of the Finance Director

This instrument has been approved as to form and legal sufficiency.

Office of the County Attorney

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: Renewal Agreements Between Chapel Hill Carrboro City Schools, Orange County Schools, and Health Department for School Nurses

DEPARTMENT: Health

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):
Agreements

INFORMATION CONTACT:
Colleen Bridger, Ph.D, MPH, Health
Director

PURPOSE: To approve the renewal agreements between Chapel Hill Carrboro City Schools (CHCCS), Orange County Schools (OCS) and the Health Department for nine (9) school nurses.

BACKGROUND: During budget deliberations in FY 2001-2002, the Board of Commissioners agreed to a four-year plan for achieving a goal of a full-time school nurse in every public school in both Chapel Hill Carrboro City Schools (CHCCS) and Orange County Schools (OCS). The table below depicts the implementation of the four-year plan as it was authorized on an annual basis:

	2001-02	02-03	03-04	04-05	05-06	06-07 forward
CHCCS	2	0	2 + 2 new	4 +1 new	5 + 1 new	6
OCS	1	0	1 +1 new	2 +1 new	3	3

New nurses were added in October of each of the years that they were authorized. Fiscal Year 2006-2007 was the first continuation year of the school nurse plan. FY 2013-14 maintains the school nurse continuation plan. When a new school is opened, the school system is responsible for including the salary of a school nurse in its complement of basic staff for the school. These agreements require direct services to children only and do not fund administrative or supervisory duties.

FINANCIAL IMPACT: The total cost of the renewal agreements is \$683,706 and was approved in the FY 2013-2014 budget. There are no budgeted increases this year. Orange County Schools will receive a total of \$232,055 for three nurses and Chapel Hill Carrboro City Schools will receive a total of \$451,651 for six nurses. This funding is a separate expenditure from the County's "Fair Funding" allocations.

RECOMMENDATION(S): The Manager recommends the Board authorize the Manager to sign the agreements based on previous Board approval of the School Health Nurses funding within the FY 2013-14 Approved Budget, and to sign any future renewals, subject to Board approval of School Health Nurses funding in future budgets.

**Agreement for School Nursing Services
between the
County of Orange and the Chapel Hill Carrboro City Schools
July 1, 2013 – June 30, 2014**

This Agreement between Orange County ("County") through the Orange County Health Department ("Department") and the Chapel Hill Carrboro City Schools ("School") is entered into for the purpose of providing school nursing services to the students in the Chapel Hill Carrboro City School system ("Agreement")

Whereas, both the County and the School mutually agree that the purpose of providing school health nursing services is to promote the optimal health and well-being of all students in the Chapel Hill Carrboro City Schools, and

Whereas, both the county and the School mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system; and

Whereas, both the Department and the School mutually agree to continue providing school nursing services as specified in the "Memorandum of Agreement between Orange County Health Department and Chapel Hill Carrboro City Schools," its attachments and any updates to the Memorandum of Agreement and attachments, which are hereby incorporated by reference;

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and the School agree as follows:

1. Term. This Agreement shall be in effect for the period July 1, 2013 through June 30, 2013.
2. The County agrees:
 - a. To provide funds to the School, up to but not to exceed \$451,651, to support six (6) registered nurses for the purpose of providing school nursing services during the 2013-2014 academic school year.
 - b. That the funds will be paid quarterly upon submission of an invoice from the School specifying personnel costs. The County shall pay the School within thirty (30) days of receipt of the School's invoice; any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practicable.
 - c. To reimburse school for funds paid in their entirety for personnel costs for school nurses for services provided in this Agreement; and may include any associated benefits and the local supplement costs.
 - d. To assign a nursing supervisor to coordinate the implementation of this Agreement and to initiate the annual update of the Memorandum of Agreement that specifies the operating procedures for school nursing services.
 - e. To arrange for and provide at least two continuing education course offerings for all nurses in the School during the school year at a mutually agreed upon time, and whenever possible, arranging the sessions so as to minimize time away from individual school assignments.

3. The School agrees:

- a. To use the County funds provided as part of this Agreement to provide direct nursing services within individual schools for six (6) registered nurses for a period of ten (10) months during the 2013-2014 academic school year.
 - b. That the funds will be used in their entirety for personnel costs for school nurses only; and may include any associated benefits and the local supplement costs; no portion of the funds will be used to support a nurse with a supervisory role.
 - c. To submit an invoice to the Department quarterly specifying school nurse personnel costs for the submission period.
 - d. That it has or will secure, at its own expense, all nursing personnel required for the performance of this service under this Agreement. Such nursing personnel shall not be employees of or have any contractual relationship with the Department. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - e. To inform the Department of the employment of the nurses; and in the event of termination, whether voluntary or involuntary, of the date of termination.
 - f. To maintain documentation that each of the nurses employed under this Agreement is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing; and provide that documentation to the Department upon requested.
 - g. To release all school nurses to attend at least three continuing education events scheduled during the school year at mutually agreed upon times.
 - h. That it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services called for herein.
 - i. To provide adequate space, computer equipment and supplies for the designated positions through other funds at a level comparable to the support provided to all school nurses supported by the School.
 - j. To provide nursing supervision within the School consistent with the annual Memorandum of Agreement.
4. Indemnity. The School shall defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the school nurses employed by the School but functioning under the direction of the annual Memorandum of Agreement. It is the intent of this Section that the School indemnifies the County to the fullest extent permitted by law.
 5. Insurance. That School shall provide, or cause to be provided, insurance covering professional liability of nursing personnel of at least \$1 million. Proof of insurance shall be submitted to the County annually.

6. Amendments or Modification. This Agreement shall not be altered, amended or modified, except by an agreement in writing executed by the duly authorized officials of both parties.
7. Subcontract or Assignment. The School shall not sub-contract out any of the services provided for in this Agreement or make any assignment of this Agreement (including rights to payments) without the prior written consent of the County.
8. Relationship of the Parties. The School is an independent contractor of the County. Neither the School nor any employee of the School shall be deemed to be an officer, employee or agent of the Department or Orange County Government. School's personnel shall not be employees of, or have any contractual relationship with the County.
9. Termination. Either party may terminate this Agreement with or without cause upon 90 days written notice.
 - a. Either Party may terminate this Agreement based upon a material breach of this Agreement; provided, the party breaching the Agreement has not taken all reasonable actions to remedy the breach. The party terminating the Agreement shall provide seven (7) days' prior written notice of its intent to terminate this Agreement for cause.
 - b. In the event of termination, the School shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the School.
 - c. The County's waiver of any default or breach in compliance with the terms of this Agreement by the School shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County and the School.
10. Intent to be Bound. The parties have read this Agreement, including the Memorandum of Agreement attached and any amendments hereto, and agree to be bound by all of its terms, and further agree that the documents constitute the complete and exclusive statement of the Agreement between the parties.
11. Governing Law. The laws of North Carolina shall govern the validity and interpretation of the provisions, terms and conditions of this Agreement.
12. Non-Appropriation. School acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to School of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis. In the event of a change in the County's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to School of such limitation or change in County's legal authority.

13. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County Health Department
Attention: Health Director
P.O. Box 8181
Hillsborough, NC 27278

Chapel Hill Carrboro City Schools
Attention: Superintendent
750 S. Merritt Mill Rd
Chapel Hill, NC 27516

14. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement in their official capacities of the day and year listed on the signature page affixed to this Agreement.

For and on behalf of Orange County Government

Frank W. Clifton, Jr., Manager
Orange County

Date

For and on behalf of the Chapel Hill Carrboro City Schools

Tom Forcella, Superintendent
Chapel Hill Carrboro City Schools

Date

***For and on behalf of Orange County Health Department
Approved as to technical content***

Colleen Bridger, Health Director

Date

Approved as to form and legal sufficiency

Annette M. Moore, Staff Attorney

Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

Clarence Grier, Director
Financial Services

Date

**Agreement for School Nursing Services
between the
County of Orange and the Orange County Schools
July 1, 2013– June 30, 2014**

This Agreement between Orange County (“County”) through the Orange County Health Department (“Department”) and the Orange County Schools (“School”) is entered into for the purpose of providing school nursing services to the students in the Orange County School system (“Agreement”).

Whereas both the County and the School mutually agree that the purpose of providing school health nursing services is to promote the optimal health and well-being of all students in Orange County Schools, and

Whereas, both the county and the School mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system; and

Whereas both the County and the School mutually agree to continue providing school nursing services as specified in this Agreement and the “Memorandum of Agreement between Orange County Health Department and Orange County Schools,” its’ amendments and attachments, which are hereby incorporated by reference.

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and the Schools agree as follows:

1. Term. This Agreement shall be in effect for the period July 1, 2013 through June 30, 2014.
2. The County agrees:
 - a. To provide funds to the School, to not exceed \$ 232,055, to support to the extent practicable three (3) full time equivalent (FTE) registered nurses for the purpose of providing school nursing services during the 2013-2014 academic school year.
 - b. That the funds shall be paid quarterly upon submission of an invoice from the School specifying personnel costs. The County shall pay the School within thirty (30) days of receipt of the School’s invoice; any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practicable.
 - c. That the funds may be used in their entirety only for school nurse personnel costs.
 - d. To assign a nursing supervisor to coordinate the implementation of this Agreement and to initiate the annual development of the Memorandum of Agreement that specifies operating procedures.
 - e. To arrange for and provide at least two continuing education offerings for all nurses in the School during the school year at a mutually agreed upon time, whenever possible, arranging for the sessions so as to minimize time away from the individual school assignments.
3. The School agrees:

- a. To use the County funds provided as part of this Agreement to provide direct nursing services within individual schools to the extent practicable for three (3) registered nurses during the 2013-2014 academic school year.
 - b. That the funds will be used in their entirety for personnel costs for school nurses only; no portion of the funds will be used to support a nurse with a supervisory role.
 - c. To submit an invoice to the Department quarterly specifying school nurse personnel costs for the submission period.
 - d. That it has or will secure, at its own expense, all nursing personnel required for the performance of this service under this Agreement. Such nursing personnel shall not be employees of or have any contractual relationship with the Department. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - e. To inform the Department of the employment of the nurses; and in the event of termination, whether voluntary or involuntary, of the date of termination.
 - f. To maintain documentation that each of the nurses employed under this Agreement is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing; and provide that documentation to the Department upon requested.
 - g. To release all school nurses to attend at least three continuing education events scheduled during the school year at mutually agreed upon times.
 - h. That it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services called for herein.
 - i. To provide adequate space, computer equipment and supplies for the designated positions through other funds at a level comparable to the support provided to all school nurses supported by the School.
 - j. To provide nursing supervision within the School consistent with the annual Memorandum of Agreement.
4. Liability. Each party shall hold the other harmless from all loss, liability, claims or expense arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by its own employees functioning under this Memorandum of Agreement and shall bear responsibility for liability, claims or expenses arising from the acts or omissions of the party's own personnel to the extent provided by North Carolina law.
 5. Insurance. The School participates in a risk management program through the North Carolina School Boards Trust which provides Errors & Omissions/ General Liability Coverage and which, in combination with excess insurance, provides general liability coverage in excess of \$1 million. The School agrees to continue this coverage through the term of this Agreement and shall provide proof of such coverage to the County upon execution of this Agreement.

6. Amendments or Modification. This Agreement shall not be altered, amended or modified, except by an agreement in writing executed by the duly authorized officials of both parties.
7. Subcontract or Assignment. The School shall not sub-contract out any of the services provided for in this Agreement or make any assignment of this Agreement (including rights to payments) without the prior written consent of the County.
8. Relationship of the Parties. The School is an independent contractor of the County. Neither the School nor any employee of the School shall be deemed to be an officer, employee or agent of the Department or Orange County Government. School's personnel shall not be employees of, or have any contractual relationship with the County.
9. Termination. Either party may terminate this Agreement with or without cause upon 90 days written notice.
 - a. Either Party may terminate this Agreement based upon a material breach of this Agreement; provided, the party breaching the Agreement has not taken all reasonable actions to remedy the breach. The party terminating the Agreement shall provide seven (7) days' prior written notice of its intent to terminate this Agreement for cause.
 - b. In the event of termination, the School shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the School.
 - c. The County's waiver of any default or breach in compliance with the terms of this Agreement by the School shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County and the School.
10. Intent to be Bound. The parties have read this Agreement, including the Memorandum of Agreement attached and any amendments hereto, and agree to be bound by all of its terms, and further agree that the documents constitute the complete and exclusive statement of the Agreement between the parties.
11. Governing Law. The laws of North Carolina shall govern the validity and interpretation of the provisions, terms and conditions of this Agreement.
12. Non-Appropriation. School acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to School of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis. In the event of a change in the County's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall

automatically terminate without penalty to County upon written notice to School of such limitation or change in County’s legal authority.

- 13. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County Health Department
Attention: Health Director
P.O. Box 8181
Hillsborough, NC 27278

Orange County Schools
Attention: Superintendent
200 East King St
Hillsborough, NC 27278

- 14. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement in their official capacities of the day and year listed on the signature page affixed to this Agreement.

For and on behalf of Orange County Government

Frank W. Clifton, Jr., Manager
Orange County

Date

For and on behalf of the Orange County Schools

Dr. Del Burns, Interim Superintendent
Orange County Schools

Date

***For and on behalf of Orange County Health Department
Approved as to technical content***

Colleen Bridger, MPH, PhD
Health Director

Date

Approved as to form and legal sufficiency

Annette M. Moore, Staff Attorney

Date

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

Clarence G. Grier,
Asst. County Manager/CFO

Date

ORD-2013-034

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: FY 2013-14 Budget Amendment #1-F – Public Safety 9-1-1 Grant Acceptance

DEPARTMENT: Emergency Services

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

Attachment 1: Communication System
Improvements Capital
Project (Current)

Attachment 2: Communication System
Improvements Capital
Project (Amended)

Attachment 3: 9-1-1 Grant

INFORMATION CONTACT:

Craig Blackwood, 919-245-6130
Jim Groves, 919-245-6100

PURPOSE: To approve Budget Amendment #1-F accepting a grant from the NC 9-1-1 Board in the amount of \$625,828 to improve the 9-1-1 Communications Center by upgrading the current 9-1-1 telephone system to handle newer forms of communication; upgrade the current Emergency Medical Dispatch program to the newest version and add Emergency Police Dispatch and Emergency Fire Dispatch; and add two new furniture positions in order to expand the number of dispatch furniture positions to eleven.

BACKGROUND: Several components of the 9-1-1 Center are in need of being updated which this grant will accomplish. The current 9-1-1 Telephone system will be upgraded to a new Next Generation Phone System to handle newer forms of communication at a reimbursable cost of \$349,573 (Note: Updated pricing has reduced the cost from \$402,000 as included in the Approved Capital Investment Plan (CIP) funding for FY 2013-14 in the Communication System Improvements project.). The current Emergency Medical Dispatch program will be upgraded to the newest version and add Emergency Police Dispatch and Emergency Fire Dispatch at a reimbursable cost of \$197,245 for the main program and \$16,830 to interface it with the SunGard CAD system, for a total of \$214,076. (Note: This total represents an increase from the \$198,000 as included in the Approved CIP funding for FY 2013-14 in the Communication System Improvements project.)

The 9-1-1 Center currently has nine (9) furniture dispatch positions, and this grant will add the necessary furniture to add two additional positions and expand to eleven furniture positions at a reimbursable cost of \$62,180. Attachment 1 reflects the currently Approved Communication System Improvements project included in the FY 2013-18 CIP, and Attachment 2 reflects the Amended Communication System Improvements project with the receipt of the \$625,828 in grant funds and associated budget adjustments as a result of the grant funds.

FINANCIAL IMPACT: This is a 100% reimbursable grant, and there is no additional cost to the County for the receipt of this grant. These grant funds replace the need to use \$198,000 in E911 funds for the Emergency Police Dispatch and Emergency Fire Dispatch, as approved in the FY 2013-14 CIP, and reduces the amount of Debt Financing using 9-1-1 funds by \$464,180 (from \$1,003,242 to \$539,062). This budget amendment provides for the receipt of \$625,828 in grants funds, and amends the Communication System Improvements Capital Project Ordinance, as reflected in Attachment 2, as follows:

Communication System Improvements: (Project #30061)

Revenues for this project:

	FY 2013-14 Current Budget	FY 2013-14 Amendment (Grant Funds)	FY 2013-14 Amendment (Adjustments)	FY 2013-14 Revised Budget
Debt Financing – General Fund	\$334,000	\$0	\$0	\$334,000
Debt Financing – 9-1-1 Fund	\$1,003,242	\$0	(\$464,180)	\$539,062
From General Fund	\$193,474	\$0	\$0	\$193,474
From E911 Fund	\$914,504	\$0	(\$198,000)	\$716,504
Grant Funds	\$0	\$625,828	\$0	\$625,828
Total Project Funding	\$2,445,220	\$625,828	(\$662,180)	\$2,408,868

Appropriated for this project:

	FY 2013-14 Current Budget	FY 2013-14 Amendment (Grant Funds)	FY 2013-14 Amendment (Adjustments)	FY 2013-14 Revised Budget
Equipment	\$2,473,220	\$625,828	(\$662,180)	\$2,408,868
Total Costs	\$2,445,220	\$625,828	(\$662,180)	\$2,408,868

RECOMMENDATION(S): The Manager recommends that the Board approve Budget Amendment #1-F for the receipt of the Public Safety 9-1-1 grant in the amount of \$625,828, and authorize the Manager to execute the grant, sales agreement, and statement of work.

County Capital Projects - APPROVED
Fiscal Years 2013-18

Project Name Functional Service Area Department	Communication System Improvements Public Safety Emergency Services						Project Status	Approved	
	Prior Years Funding	Current Fiscal Year 2012-13	Year 1 Fiscal Year 2013-14	Year 2 Fiscal Year 2014-15	Year 3 Fiscal Year 2015-16	Year 4 Fiscal Year 2016-17	Year 5 Fiscal Year 2017-18	Starting Date Completion Date	7/1/2012 6/30/2018
Project Budget									
OSSI-CAD Replacement		589,875							-
800 Mhz Radios		253,077	20,000	122,000	127,000	39,000	920,000	1,228,000	
NextGen Phone System			402,000					402,000	
9-1-1 Call Taker and Dispatch Software:									
*Emergency Police Dispatch			99,000					99,000	
*Emergency Fire Dispatch			99,000					99,000	
*Smart9-1-1					30,000			30,000	
Paging Hardware					150,000			150,000	
P25 Compliant Radio System Consoles (E-9-1-1)		231,026	601,242					601,242	
P25 Compliant Radios (Rural Fire Districts)			150,000					150,000	
Total Project Budget	-	1,073,978	1,371,242	122,000	307,000	39,000	920,000	2,759,242	-
General Fund Related Operating Costs									
Personnel Services									
Operations									
New Debt Service			35,801	291,921	318,554	379,023	387,537	1,412,836	1,528,769
Total Operating Costs			35,801	291,921	318,554	379,023	387,537	1,412,836	1,528,769
Revenues/Funding Source									
Transfer from General Fund		193,474							
General Fund - Debt Service			35,801	72,912	99,545	160,014	168,528	536,800	1,309,760
From 9-1-1 Funds - Debt Service				219,009	219,009	219,009	219,009	876,036	219,009
From 9-1-1 Funds		716,504	198,000		30,000			228,000	
Capital Projects Fund Balance									
Debt Financing - E-9-1-1			1,003,242					1,003,242	
Debt Financing		164,000	170,000	122,000	277,000	39,000	920,000	1,528,000	
Total	-	1,073,978	1,407,043	413,921	625,554	418,023	1,307,537	4,172,078	1,528,769
Project Description/Justification									

Note: This Communications System Improvements project was reviewed as part of the charge to the Emergency Services Work Group.

OSSI: Project funded in FY 12-13

800 MHz Radios: Portable and mobile 800 MHz radios for all Public Safety Departments County-Wide have or will be reaching seven-years of age. Replacement is necessary to ensure reliability for emergency responders. Only the Emergency Services and Sheriff's departments are included in the CIP. It will be up to each individual municipal or rural department to fund their replacement radios. It is important to establish standard features and specifications for 800 MHz radios (portables and mobiles) to ensure system reliability, optimal integration with new platforms (P25) which will be placed in service by NCSHP/VIPER starting in 2013. Regardless of funding source or user, it is critical that units purchased be standardized to ensure integration, reliability and reduce potential for field failure. The replacement of radios for Emergency Services will be phased over the next five years. The County started purchasing new 800 MHz radios in 2004 and replaced some in FY 2012-13. Year 1 (FY 2013-14) includes funding to replace a repeater, and funding in subsequent years for these original radios plus sufficient radios for new staff and begin to replenish disaster radio cache. Year 5 (FY 2017-18) includes funding of \$920,000 for replacement of Sheriff radios.

NextGen Phone System: Replacement of the main 9-1-1 switch, which is necessary to gain access to Internet (Next Generation) based services. The current switch will have reached the end of its useful life and will no longer be supported by the vendor. If the switch is not replaced, the cost of repairs /maintenance/parts will become very expensive. There is a risk that parts for this equipment will not be available in the coming years. Based on the most current vendor consultation, replacement is approved in FY 2013-2014. Pricing reflects updated quote and purchase is eligible from 9-1-1 funds if approved by 9-1-1 Board.

9-1-1 Call Taker and Dispatch Software:

EPD: ProQA Dispatch Software integrates the National Academy Protocols with today's critical computer technologies and assists telecommunicators in quickly determining the appropriate response specifically configured by local agency authorities. ProQA guides dispatchers in providing relevant Post-Dispatch and Pre-Arrival instructions prior to units arriving on scene. Pricing reflects updated quote and OSSI interface.

EFD: Fire Priority Dispatch system will allow all the benefits and safety features of a unified fire protocol system based on fire department approved parameters to combine with the latest in caller integration and response prioritization. Pricing reflects updated quote and OSSI interface.

Smart 9-1-1: Allows citizens to enter information through a secure website that would be available in the event they need to call 9-1-1. When the citizen calls 9-1-1 the data automatically displays on the 9-1-1 operators work station. The same information is also available via the web to police, fire and EMS units in the field which helps them respond more quickly and effectively. It works seamlessly in today's infrastructure as well as future Next Generation solutions.

Paging Hardware: Will provide a reliable station notification system for all County Fire and EMS stations. Can not be funded through 9-1-1 funds.

P25 Compliant Radio System Consoles: The Project 25 New Technology Standards Project (known as Project 25 or P25) is a multi-phase, multi-year project jointly conducted by the public safety communications community and industry to establish a suite of open standards (known as the Project 25 Standard) that enable the manufacture, procurement, and operation of interoperable digital wireless communications equipment and systems to satisfy the service, feature, and capability requirements of public safety practitioners and other users. Replacement of the current radio systems in the 911 center to continue to integrate with the state-wide VIPER radio network. This upgrade will outfit eleven (11) 911 console positions and furniture for two workstations. Becoming compliant will allow for the capability to provide and maintain a communications infrastructure supported by the State. PURCHASE MAY BE ELIGIBLE FROM 9-1-1 FUND IF APPROVED BY 9-1-1 BOARD.

P25 Compliant Radios (Rural Fire Districts): Provides for P25 compliant upgrades and programming to existing portable radios for all rural fire districts.

County Capital Projects (REVISED 9/17/13 as per BOA #1-F)

Fiscal Years 2013-18

Project Name Functional Service Area Department	Communication System Improvements Public Safety Emergency Services						Project Status Starting Date Completion Date	Approved 7/1/2012 6/30/2018	
	Prior Years Funding	Current Fiscal Year 2012-13	Year 1 Fiscal Year 2013-14	Year 2 Fiscal Year 2014-15	Year 3 Fiscal Year 2015-16	Year 4 Fiscal Year 2016-17	Year 5 Fiscal Year 2017-18	Five Year Total	Year 6 to Year 10
Project Budget									
OSSI-CAD Replacement		589,875						-	
800 Mhz Radios		253,077	20,000	122,000	127,000	39,000	920,000	1,228,000	
NextGen Phone System			349,573					349,573	
9-1-1 Call Taker and Dispatch Software:									
*Emergency Police Dispatch			107,038					107,038	
*Emergency Fire Dispatch			107,038					107,038	
*Smart9-1-1					30,000			30,000	
Paging Hardware					150,000			150,000	
P25 Compliant Radio System Consoles (E-9-1-1)		231,026	601,242					601,242	
P25 Compliant Radios (Rural Fire Districts)			150,000					150,000	
Total Project Budget	-	1,073,978	1,334,890	122,000	307,000	39,000	920,000	2,722,890	-
General Fund Related Operating Costs									
Personnel Services									
Operations									
New Debt Service			35,801	291,921	318,554	379,023	387,537	1,412,836	1,528,769
Total Operating Costs			35,801	291,921	318,554	379,023	387,537	1,412,836	1,528,769
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From 9-1-1 Funds - Debt Service				219,009	219,009	219,009	219,009	876,036	219,009
From 9-1-1 Funds		716,504	-		30,000			30,000	
Grant Funds - State E911 Board			625,828						
Capital Projects Fund Balance									
Debt Financing - E-9-1-1			539,062					539,062	
Debt Financing		164,000	170,000	122,000	277,000	39,000	920,000	1,528,000	
Total	-	1,073,978	1,370,691	413,921	625,554	418,023	1,307,537	3,509,898	1,528,769
Project Description/Justification									

Note: This Communications System Improvements project was reviewed as part of the charge to the Emergency Services Work Group.

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EFD: Fire Priority Dispatch system will allow all the benefits and safety features of a unified fire protocol system based on fire department approved parameters to combine with the latest in caller integration and response prioritization. Pricing reflects updated quote and OSSI interface. Costs to be covered by Grant Funds approved by 9-1-1 Board.

Smart 9-1-1: Allows citizens to enter information through a secure website that would be available in the event they need to call 9-1-1. When the citizen calls 9-1-1 the data automatically displays on the 9-1-1 operators work station. The same information is also available via the web to police, fire and EMS units in the field which helps them respond more quickly and effectively. It works seamlessly in today's infrastructure as well as future Next Generation solutions.

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P25 Compliant Radios (Rural Fire Districts): Provides for P25 compliant upgrades and programming to existing portable radios for all rural fire districts.

Contract No. 2014-06

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the _____ day of _____ 2013 by and between **Orange County** the **Grantee**, a unit of local government of Orange County North Carolina, and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the Board (together “the Parties”) hereby agree as follows:

WITNESSETH:

WHEREAS, the 911 Board was created by SL 2007-383 (N.C. Gen. Stat. §62A-40 *et seq.*) to collect and administer the 911 Fund; and

WHEREAS, Grantee is Orange County North Carolina, represented by Orange County Emergency Communications; and

WHEREAS, the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §62A-47 and procedures for Grants adopted by the Board; and

WHEREAS, Grantee desires funding to upgrade current equipment and increase the number of telecommunicator positions in the Orange County Communications Center; and

WHEREAS, the Parties desire to contract;

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:
 - a. Project: Orange County Emergency Communications Enhancement.
 - b. Executive Director: the Executive Director of the 911 Board.
 - c. Grant Funds: the amount authorized for award by the 911 Board, \$625,828.
 - d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
 - e. Grantee: Orange County, notwithstanding N.C. Gen. Stat §143C-6-23(a)(2).
 - f. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. The Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.
 - g. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(3), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

- h. **Unit of Local Government:** As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.
2. **Scope of Project:** The Project comprises upgrading currently used telephone system equipment, radio system equipment and adding four new positions in the County's primary PSAP, and ensuring that such improvements meet the State's radio P25 standard and proposed standards for 911 centers.
- a. Grantee shall be responsible for management of the Project and completing the objectives and goals presented in the Grant Application. To the extent that the Project includes expenses that are not eligible for reimbursement, Grantee shall be responsible for all expenses for the non-eligible items.
 - b. **Goals and objectives include:**
 1. Orange County will add four additional dispatch positions to meet increases in the Orange County population allowing telecommunicators to handle the rise in calls. The Orange County Board of County Commissioners has approved the increase in staffing from seven (7) to eleven (11) positions in the 911 Communications Center.
 2. Orange County 9-1-1 currently utilizes the Priority Dispatch EMD (Emergency Medical Dispatch) system and will expand this by purchasing the Priority Dispatch EFD (Emergency Fire Dispatch) and EPD (Emergency Police Dispatch) systems. Orange County will purchase the interface software to allow for full usage of these systems, and the EFD and EPD quality assurance packages, card sets, and materials for training purposes.
 - c. Grantee shall submit a revised budget and work plan within thirty (30) days of signing this Agreement. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds will be spent. The work plan should include a time line and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.
 - d. Grantee will draft one or more Requests for Proposal to be utilized by Grantee in development, procurement and/or operations of the Project.
 - e. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 3 of Chapter 62A.
 - f. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.
3. **Changes in the Project.**

- a. If changes or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §62A-40 *et seq*, or subsequent modification thereof.
- b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement between Grantee stating the costs and schedule for completing any such extra work.
- c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.
- d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this agreement.
- e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least 30 calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.
4. Regional/Consortium.(Reserved)
5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 31 December 2014 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date), and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest.
6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:
- a. The Project is anticipated to be completed in prior to 31 December 2014. In accordance with the Grant Application, the Project Schedule begins with the Effective Date of this Agreement as follows:
1. The new Motorola Radio consoles will have the order placed in queue around the end of April 2013 with actual order and install completed once the State determines the cutover date for P25 which should be around the end of 2013 or early 2014.
 2. Prior to 1 December 2014, live implementation of the enhancements.
- b. Grantee shall prepare and release one or more solicitation documents comprising RFPs or other similar documents within sixty (60) days of the Effective Date.
- c. Any contracts shall be awarded within thirty (30) days of receipt.
- d. Equipment and installation funded by this Grant Agreement shall be delivered, installed and tested not later than 5 months from the Effective Date.

7. Delivery of Grant Funds. The total Grant Funds equals Six Hundred Twenty Five Thousand Eight Hundred Twenty Eight (\$625,828) Dollars. The total Project cost anticipated is One Million Three Hundred Ninety Five Thousand Nine Hundred Sixteen (\$1,395,916) Dollars. Grant Funds shall be held by the 911 Board and delivered as follows:

a. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or reimbursable purchases. Funds shall be released only for expenses that are eligible under N.C. Gen. Stat. §62A-40 *et seq.* and the policies of the 911 Board.

c. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

d. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §62A-40 *et seq.*

e. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this subsection (e), to return Grant Funds and to refund sums, apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee.

f. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. Further

expenditures for travel, conferences, software or equipment that are not within the deliverables and payment schedule annexed hereto and as presented in the approved budget may be reimbursed at the rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.

9. Independent Status of Grantee.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party; nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized for expenses incurred by Grantee prior to the Effective Date or subsequent to the Termination Date. All unpaid obligations incurred prior to the Termination Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Prior approval shall not be required for changes that affect the approved budget unless the Grant Application Budget Narrative is exceeded by ten (10%) percent or \$500.00, whichever is greater. Any changes in the approved budget that would result in the addition or deletion of a budget category shall require prior approval from the 911 Board.

12. Project Records.

a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant funds provided under this Agreement,

separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Grantee, or designated representatives of the foregoing, all of its records which relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.*, Non-State Entities Receiving State Funds or N.C.G.S §159-34, The Local Government and Fiscal Control Act - Annual Independent Audit, Rules, N.C. Gen. Stat. §62A-40 *et seq.* and the policies of the 911 Board, and Regulations; as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Sub-grantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the Termination Date. No further expenditures shall be made under this Agreement except for such work

as shall have already been performed prior to the Termination Date and Grantee shall return all unearned funds upon the demand of the 911 Board. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

b. The Parties may terminate this Agreement by mutual consent upon sixty (60) days notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 28 below.

c. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedy for additional costs consequential to the termination, which are incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the payment due under this Agreement.

d. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorneys fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Sub-grantee (or other entity other than Grantee) receiving Grant funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this

Agreement, including but not limited to those described in 9 N.C.A.C. 3M.0401. These remedies include, but are not limited to, reducing or suspending Grant funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account, or improperly expended funds by Grantee or any Subgrantee or other Third Party. Additionally, the Grant and the Program may be terminated by either party for convenience.

a. Upon non-compliance with the applicable provisions of 9 N.C.A.C. 3M, the Board shall take measures under .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 9 N.C.A.C. 3M.0703(11), the Parties may terminate this Agreement with 60 day's notice by mutual consent, or as otherwise provided by law. Pursuant to 9 N.C.A.C. 3M.0703(13), unexpended grant funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee, and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee, and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

d. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement.

e. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.

d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.

e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,

f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's grant application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural

catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

- a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party; and,
- b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices; and,
- c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved; and,
- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Paragraph 28 below following the agreement to mediate; and
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator; and,
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefore if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.

- b. If the 911 Board finds that Grantee has used grant funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.
- c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, grant application, and lastly by other subordinate documents in reverse order to their adoption.
- f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.
- g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- h. Personnel. Grantee represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
- i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.
- j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens.
25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. General Statutes 132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

- a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.
- b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL.**” By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.
- c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party’s assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party’s confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally

delivered by one or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed, by facsimile, or by e-mail, as follows:

If to the 911 Board: Attn: Richard Taylor, Executive Director
 N.C. 911 Board
 P.O. Box 17209
 Raleigh, NC 27609

Fax: 919-981-2548
 E-Mail: Richard.Taylor@nc.gov

If to Grantee: Attn: Craig Blackwood
 Data Manager
 510 Meadowlands Drive
 Hillsborough, NC 27278

Fax: 919-732-8130
 E-Mail : cblackwood@Orangecountync.gov

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire if not signed and returned to the 911 Board for countersignature no later than ninety (90) days from the date it was sent to Grantee.**

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Orange County

By: _____

Title: _____

Date: _____

ATTEST:

This instrument has been preaudited in the Manner required by the Local Government Budget and Fiscal Control Act.

By: _____

Chief Finance Financial Officer

N.C. 911 Board

By: _____

Title: _____

Date: _____

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. Reports: The Grantee shall provide monthly reporting of contracts, purchase orders and other financial matters identified in Paragraph 1 above. These monthly reports shall be delivered to the Executive Director beginning on 1 October 2013 and continue thereafter on the first of each month for the term of the Agreement.
 - a. The Grantee shall submit one copy of the each report via email in Microsoft Word and PDF format to the Project Officer and one copy of the transmittal letter to the Grant Administrator.
 - b. The Grantee shall appear and provide presentations to the 911 Board during the term of this Agreement upon request of the 911 Board.
4. Interim Reports: Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Grantee shall inform the 911 Board as soon as the following types of conditions become known:
 - a. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any Federal assistance needed to resolve the situation.
 - b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.
5. Final Technical Report
 - a. An interim report and final report documenting activities and outcomes is required. In addition, an ROI case study describing the project, completed ROI spreadsheets,

financial analyses summary, and multi-agency financial business case for the project should be attached to the final report.

- b. The Grantee shall submit one copy of the final technical report via email in Microsoft Word and PDF format to the Project Officer and one copy of the transmittal letter to the Grant within 90 days of the end of the project period.
 - c. The final technical report shall document and summarize the results of the work. Such reports shall contain a comprehensive review of accomplishments, a chronological bibliography of any publications as well as significant scientific papers resulting from the work performed. The final report shall be submitted within 90 days of the end of the project period.
6. Budgets and/or budget projections for subsequent years, as may be developed during the term of this Agreement, illustrating financial support to update and maintain the Project equipment.

Exhibit B
Grant Application

Grantee's grant application is incorporated by reference.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: Supplemental Agreement with NCDOT to Extend an Existing Congestion Mitigation and Air Quality (CMAQ) Grant

DEPARTMENT: Planning and Inspections

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

1. Original Locally Administered Project Agreement
2. Original Supplemental Agreement

INFORMATION CONTACT:

Bret Martin, Transportation Planner, 245-2582
Tom Altieri, Comprehensive Planning Supervisor, 245-2579
Craig Benedict, Planning Director, 245-2592

PURPOSE: To approve a Supplemental Agreement with the North Carolina Department of Transportation (NCDOT) amending Orange County's existing Locally Administered Project Agreement for Transportation Improvement Program (TIP) Project C-4932B to extend the use of Congestion Mitigation and Air Quality (CMAQ) grant funding for the existing Hillsborough Circulator transit service through November 2015.

BACKGROUND: In May 2009, the BOCC approved a resolution endorsing a CMAQ grant agreement with the NCDOT (Attachment 1) that included three (3) years of operating assistance for an intra-Hillsborough transit route. In June 2010, staff submitted a revised application to reflect changes in the implementation and funding schedule for the service, and NCDOT and Orange County entered into a supplemental agreement (Attachment 2) in October 2010 to execute those changes.

The supplemental agreement provided for NCDOT to reimburse the County at 100% for eligible operating costs incurred for the first \$198,000 starting in Federal Fiscal Year (FFY) 2011 and for reimbursement of 66% of eligible operating costs incurred after the first \$198,000 was exhausted. The CMAQ grant was authorized by NCDOT and the Federal Highway Administration (FHWA) to be available to support the service in November 2010 and to last for a maximum duration of three (3) consecutive years until November 2013. However, the project was not physically implemented by Orange Public Transportation until June 2011, leaving two (2) years and five (5) months of eligible time left to use the grant.

In June 2013, the FHWA released new guidance allowing active CMAQ grants funding transit operating assistance projects that have not fully exhausted their three-year eligibility as of September 30, 2012, to be extended for a duration not to exceed five (5) years for the total life of the grant's authorization. As such, the new guidance allows the active CMAQ grant for the Hillsborough Circulator service to be extended beyond November 2013 until November 2015. Per this new

guidance, NCDOT is allowing the CMAQ grant to be extended for the portion of the total grant amount previously programmed for FY 2013 (\$131,000), the first year the Federal transportation authorization upon which the guidance is based applies.

In NCDOT's interpretation of how the new guidance would apply to the Hillsborough Circulator project, once the first \$198,000 of funding for the service is exhausted, Orange County will be eligible to begin drawing down the \$131,000 amount programmed for FY 2013. However, this amount may only fund 80% of the operating costs incurred from the route on a reimbursement basis, requiring both a 20% local match to leverage this grant award and the County to retain its project-specific account for expending funds until NCDOT provides reimbursement for eligible project costs.

The Town of Hillsborough has previously contributed and/or authorized the total amount of local match necessary to sustain the Hillsborough Circulator. Updated projections on the financial status of the route indicate that the Circulator can be maintained with both the grant award amount and the Town of Hillsborough's contribution at least through June 30, 2015, with potential for the project to be extended beyond that date depending on quarterly cost outcomes.

Attachment 2 is the existing Supplemental Agreement between NCDOT and the County that will require amendments in order for the County to take advantage of the CMAQ grant extension. NCDOT is in the process of drafting these amendments, and the County has not yet received a draft. However, changes to the agreement will be minor in detail and will only substantively affect the total amount of grant monies and applicable years when those monies will be available to the County. Because the approval of the item is time-sensitive for the continuance of the service with Federal grant funds, staff is suggesting that the BOCC authorize the County Attorney to review and approve the modifications to the agreement when it is received by NCDOT and authorize the County Manager to sign the agreement.

The County has also drafted amendments to the existing Memorandum of Agreement (MOA) between the County and Town of Hillsborough that lays out the responsibilities of each party for providing the service and has forwarded the MOA to the Town for review, consideration and approval. County staff anticipates that the Town will approve the MOA at its September 9, 2013 regular meeting, and County staff anticipates that the MOA will be ready for BOCC review, consideration, and approval at the Board's October 1, 2013 regular meeting.

In the future, if it is the desire of the Town and the County for the route to be sustained beyond the CMAQ grant authorization's extension, Orange County planning staff can work with the Town's planning staff to identify other grant sources or other sources of local revenue (e.g., Orange County Bus and Rail Investment Plan [OCBRIP] monies) that may be available to support the route after the existing grant award is exhausted. If OCBRIP monies are to be used to support the service, all three (3) parties to the OCBRIP's Interlocal Implementation Agreement must agree to that arrangement. Additionally in the future, operation of the service may be affected by the recommendations of an ongoing Orange Public Transportation-Chapel Hill Transit Consolidation Study.

The route's location and existing schedule can be accessed using the following web link:

<http://orangecountync.gov/planning/documents/Townofhillsboroughhandorangecounty.pdf>

FINANCIAL IMPACT: Based on conservative estimates, projections reveal that the total cost of continuing the operation of the Hillsborough Circulator transit service through the life of the grant authorization extension (November 18, 2015) is \$192,519. Orange County will be reimbursed for all eligible costs of operating the route by NCDOT and the Town of Hillsborough. However, the County

must expend the money for services before submitting invoices for reimbursement, and the County has configured its budget to accommodate this arrangement. The total cost to the County for operating this service is \$0.

RECOMMENDATION(S): The Manager recommends the Board:

1. Authorize the County Attorney to review and approve an amended Supplemental Agreement (Attachment 2) to the Locally Administered Project Agreement (Attachment 1) with NCDOT for TIP Project C-4932B when it is received from NCDOT; and
2. Authorize the Manager to sign the Agreement.



Please return this copy to
Clerk to the Board's office for PAF

NORTH CAROLINA
ORANGE COUNTY

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 4/3/09

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: C-4932

AND

WBS Elements:C-4932A PE 44032.1.1

ROW 44032.2.1

ORANGE COUNTY

CON 44032.3.1

WBS Elements: C-4932B PE

ROW

CON 44032.3.2

OTHER FUNDING: _____

CFDA #: 20.205

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the Department and Orange County , hereinafter referred to as the County.

WITNESSETH:

WHEREAS, Section 1808 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes CMAQ funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the Federal Energy Independence and Security Act of 2007 allows the obligation of 100% Federal funding for CMAQ Projects authorized during Federal Fiscal Year 2009; and,

WHEREAS, the County has requested federal funding for Park and Ride shelters, hereinafter referred to as the Project, in Orange County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the County has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the County for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the County has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning and construction of the Project approved by the Board of Transportation.

NOW, THEREFORE, the parties hereto shall execute this Agreement within ninety (90) days of receipt of this Agreement. In the event the County fails to execute said Agreement within ninety (90) days of receipt, the County shall be evaluated by the Department to determine whether forfeiture of funds is warranted.

This Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The County shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the County and/or its contractors and agents. The Department will provide technical oversight to guide the County. The Department must approve any assignment or transfer of the responsibilities of the County set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The County, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the County to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the construction and operation of a Park and Ride shelter at the Durham Technical Community College, which will provide transit service to downtown Hillsborough, and the installation of four bicycle racks on Orange Public Transportation Buses. The Department's funding participation in the Project shall be restricted to the following eligible items:

- Planning/Design
- Construction
- Operating Expenses

as further set forth in this Agreement.

3. FUNDING

For Federal Fiscal Year 2009, subject to compliance by the County with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate as detailed below in the FUNDING TABLE, subject to the following conditions:

1. If the County submits all required pre-construction documentation by **August 29, 2009**, then the Department will reimburse 100% of the project costs up to a maximum of \$218,275 [100%].

2. If the County does not submit all required pre-construction documentation by **August 29, 2009**, then the Department will reimburse the percentages of project costs as shown in the funding table up to a maximum of \$146,900. The County shall provide a local match, as detailed in the table below, and all costs that exceed the total estimated cost.

FUNDING TABLE

CAPITAL IMPROVEMENTS – FY 2009

C-4932 A - DCHC			
Fund Source	Total Estimated Cost (100%)	Federal Funds Amount (80%)	Non-Federal Match (20%)
CMAQ	\$5,797	\$4,540	\$1,257
C-4932 B - TARPO			
Fund Source	Total Estimated Cost (100%)	Federal Funds Amount (80%)	Non-Federal Match (20%)
CMAQ	\$14,478	\$11,680	\$2,798

OPERATING ASSISTANCE – FY 2009

C-4932 A - DCHC			
Fund Source	Total Estimated Cost (100%)	Federal Funds Amount (66%)	Non-Federal Match (34%)
CMAQ	\$87,080	\$58,806	\$28,274
C-4932 B - TARPO			
Fund Source	Total Estimated Cost (100%)	Federal Funds Amount (66%)	Non-Federal Match (34%)
CMAQ	\$110,920	\$71,874	\$39,046

For Federal Fiscal Years 2010 and 2011 and subject to compliance by the County with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of **TWO HUNDRED SIXTY ONE THOUSAND THREE HUNDRED SIXTY DOLLARS** (\$261,360), as detailed below. The County shall provide a local match, as detailed in the Funding Table below, and all costs that exceed the total estimated cost.

OPERATING ASSISTANCE – FY 2010

C-4932 B - TARPO				
	Federal Funds Amount	Reimbursement Rate	Non-Federal Amount	Non-Federal Match Rate
FY 2010	\$130,680	66%	\$67,320	34%

OPERATING ASSISTANCE – FY 2011

C-4932 B - TARPO				
	Federal Funds Amount	Reimbursement Rate	Non-Federal Amount	Non-Federal Match Rate
FY 2011	\$130,680	66%	\$67,320	34%

4. USEFUL LIFE

The Useful Life of this Project is determined to be 20 years. Any leases or encroachments entered into by the County for this Project shall be for the length of the Useful Life. If the Project ceases to be used and designated as described in this Agreement, within the period of the Useful Life, the Department will require reimbursement for the amortized value of the Department's initial investment.

5. TIME FRAME

The County, and/or its agent, shall complete the construction phase of the Project within one (1) year of execution of this Agreement.

The County shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the County is unable to meet any milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

6. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the County, in writing, once funds have been authorized and can be expended. The County shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

7. PROFESSIONAL AND ENGINEERING SERVICES

PROCUREMENT POLICY

When procuring professional services, the County must adhere to Title 49 Code of Federal Regulations, Part 18.36, Title 23 of the Code of Federal Regulations, Part 172, Title 40 United States Code, Chapter 11, Section 1101-1104, North Carolina General Statute 143-64, Parts 31 and 32 and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascritps/Statutes/Statutes.asp.

- The County shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- If the Department is participating in the costs of professional services and the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.
- Reimbursement of construction administration costs cannot exceed fifteen percent (15%) of the total construction contract.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the NC Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The County shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the County fails to comply with these requirements, the Department will withhold funding until these requirements are met.

8. PLANNING AND DESIGN

CONTENT OF PLAN PACKAGE

The County, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

TIME FRAME FOR SUBMITTAL

The preliminary PS&E package is due to the Department within six (6) months of execution of this Agreement. The final PS&E package is due within eight (8) months of execution of this Agreement.

9. ENVIRONMENTAL DOCUMENTATION

The County shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The County shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The County shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the County shall design and implement a mitigation plan. The County shall bear all costs associated with said mitigation plan, including penalties for violations and claims due to delays.

- The County shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, North Carolina General Statute 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the County, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

10. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the County shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the County receives written authorization from the Department to proceed.

11. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDE ROW

The County, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required right of way and/or easements for the Project.

TIME FRAME FOR ROW ACTIVITY

The County will accomplish all ROW activities, to include certification of ROW, within 6 months of execution of this Agreement.

RIGHT OF WAY GUIDANCE

The County shall accomplish all right of way (ROW) activities, including acquisition and relocation, in accordance with the following: Federal Aid Policy Guide, Title 23 of the Code of Federal Regulations, Part 710, Subpart B, and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; North Carolina General Statutes, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at

www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of right of way acquisition are an eligible expense, the County shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS/RIGHT OF WAY

The County shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said right of way, with the exception that the County shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the right of way. The County shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The County shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/ or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The County shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

12. UTILITIES

The County, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to County beginning construction of the project. The County shall submit a request, in writing, to all utility owners to relocate or adjust their facilities in accordance with the Right of Way Acquisition Policy contained in the Federal-Aid Policy Guide, Title 23 of the Code of Federal Regulations, Part 710, Subpart B, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm.

13. ENCROACHMENT AGREEMENT

If any part of the Project is located on State Highway System right of way or property, the County shall secure an Encroachment Agreement with the Department prior to performing any work or improvements on that right of way or property.

14. RIGHT OF WAY CERTIFICATION

The County, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

15. CONSTRUCTION AUTHORIZATION

The County shall submit the required environmental and/or planning document, right of way certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The County shall not advertise for bids prior to receiving written construction authorization from the Department.

16. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the County may advertise the Project. The County shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633, Subpart A, and Part 635, Subpart A, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; and North Carolina General Statutes, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 Part 26 of the Code of Federal Regulations and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

- The County shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the County fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the County shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible responsive bidder. The Department will review the submitted information and provide written approval to the County prior to the contract being awarded by the County.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the County shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

- Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by a competitive bidding process. Written approval from the Department is required prior to the use of force account by the County. Federal Highway Administration regulations governing Force Account are contained in Federal-Aid Policy Guide, Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.
- Documenting costs for Force Account are covered under the REIMBURSEMENT section.

17. CONSTRUCTION

The County, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The County shall comply with the NCDOT Construction Manual as referenced at www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/cm.html, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records.

SIGNAGE

The County shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The County shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and American with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

CONSTRUCTION ENGINEERING, SAMPLING, TESTING

The County, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The County shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the County or the County's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected

CONTRACTOR COMPLIANCE

The County will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

18. CLOSE-OUT

Upon completion of the construction phase of the Project, the County shall be responsible for the following:

FINAL INSPECTION

The County shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the County. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The County shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The County will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

19. MAINTENANCE

The County, at no expense or liability to the Department shall assume all maintenance responsibilities for the Park and ride shelter, or as required by an executed encroachment agreement.

20. REIMBURSEMENT**SCOPE OF REIMBURSEMENT**

Activities eligible for funding reimbursement for this Project shall include:

Planning/Design

Construction

Operating Expenses

REIMBURSEMENT GUIDANCE

The County shall adhere to applicable administrative requirements of 49 CFR 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the County shall be subject to the policies and procedures contained in Federal-Aid Policy Guide, Title 23, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the County with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the County prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the County costs that exceed the total federal funding.

- **UNSUBSTANTIATED COSTS**

The County agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of

\$408,260 available to the County under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the County for the excess costs.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Section 106(c) Title 23 of the U.S. Code that limits federal participation, and Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY REIMBURSEMENT**

If costs of right of way acquisition are an eligible expense, reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: environmental assessment, realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT REIMBURSEMENT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the County or its Project partners. Reimbursement rates for equipment owned by the County or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

▪ **PROCEDURE**

The County may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the County certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

▪ **INTERNAL APPROVALS**

Reimbursement to the County shall be made upon approval of the invoice by the Department's Financial Management Division.

▪ **TIMELY SUBMITTAL OF INVOICES**

The County shall invoice the Department for work accomplished at least once every six (6) months to keep the Project funds active and available. If the County is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

▪ **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

21. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT BENEFITS REPORT

The County shall be responsible for providing the Department with a yearly report detailing and demonstrating that the Project has improved traffic control, air quality and reduced emissions as outlined in the Project application as shown below:

- Removal of 125 cars daily from downtown Hillsborough

- Emissions reduction of 268 kilograms of oxides of nitrogen (NOx) and 192 kilograms of volatile organic compounds (VOC)

PROJECT EVALUATION REPORTS

The County is responsible for submitting Project evaluation reports, in accordance with the Department's guidelines and procedures that detail the progress achieved to date for the Project.

PROJECT RECORDS

The County and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the County shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration under this Agreement, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

22. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the County to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The County agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the County certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The County is solely responsible for all agreements, contracts, and work orders entered into or issued by the County for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for CMAQ funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the County for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the County.

TERMINATION OF PROJECT

- If the County decides to terminate the Project without the concurrence of the Department, the County shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the County shall arrange for an annual independent financial and compliance audit of its fiscal operations. The County shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the County's fiscal year ends.

REIMBURSEMENT BY COUNTY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the County to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with GS 147-86.23.

USE OF POWELL BILL FUNDS

If the County other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute (NCGS) 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

23. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the County.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

ATTEST:

Orange County

BY: Donna Baker

BY: James E. Blackmon

TITLE: Clerk of the Board of Commissioners

TITLE: County Manager

DATE: 5/21/09

Approved by County Manager / Boll of the Orange County as attested to by the signature of Donna Baker Clerk of the Board on 5/22/2009 (Date)

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

[Signature]

(FINANCE OFFICER)

(SEAL)

Federal Tax Identification Number

56-60006327

Orange County

Remittance Address:

POST OFFICE BOX 8181

HILLSBOROUGH NC 27278-8181

DEPARTMENT OF TRANSPORTATION

BY: [Signature]
(STATE HIGHWAY ADMINISTRATOR)

DATE: 6/5/09

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 4-2-09 (Date)

NORTH CAROLINA
ORANGE COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 8/17/2010

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: C-4932 A & C-4932 B

AND

WBS ELEMENTS: PE 44032.1.1

ROW _____

ORANGE COUNTY

CON 44032.3.1 and
44032.3.2

OTHER FUNDING: _____

FEDERAL-AID #:

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$71,375

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and Orange County, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the Department and the County, on 6/5/2009, entered into a certain Locally Administered Project Agreement for the original scope: construction of bus shelter, installation of four bike racks on Orange Public Transportation buses, and operation of a transit service from the Durham Technical Community College Park and Ride Lot to downtown Hillsborough, programmed under C-4932; and,

WHEREAS, the Federal Energy Independence and Security Act of 2007 has been extended to allow the obligation of 100% Federal funding for CMAQ Projects authorized prior to the end of 2010; and,

WHEREAS, the assigned Transportation Improvement Program number breaks and the funding years need to be modified;

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

2. SCOPE

Project C-4932 A will consist of the Capital Improvements phase of the project to include installation of a bus shelter at the Durham Technical Community College Park and Ride Lot and the installation of bike racks on four Orange Public Transportation buses. Funds will be available in Federal Fiscal Year 2011.

Project C-4932 B will consist of Operating Assistance for a transit service for three years beginning in Federal Fiscal Year 2011 and continuing through 2012 and 2013.

3. FUNDING

1. Subject to compliance by the County with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate as detailed below in the FUNDING TABLE, subject to the following conditions for Pre-Construction submittal for C-4932 A.

If the County **submits** all approved Pre-Construction requirements (PS&E, Right of Way Certification, Environmental documentation) by November 12, 2010, then the Department will reimburse 100% of the project costs up to a maximum of \$20,275. [100%]

If the County **does not submit** all Pre-Construction requirements by November 12, 2010, then the Department will reimburse 80% of the project costs up to a maximum of \$16,220. The County shall provide a local match, as detailed in the table below. [80% / 20%]

FUNDING TABLE

Fund Source	Total Estimated Cost (100%)	Federal Funds Amount (80%)	Non-Federal Match (20%)
CMAQ – C-4932 A (Capital Improvements)	\$20,275	\$16,220	\$4,540

2. Subject to compliance by the County with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate as detailed below in the FUNDING TABLE, subject to the following conditions for C-4932 B.

For Federal Fiscal Year 2011, upon approval by the Transportation Planning Branch of the revised route submittal, the Department will reimburse 100% of the project costs up to a maximum of ONE HUNDRED NINETY EIGHT THOUSAND DOLLARS (\$198,000) [100%] for the first year of Operating Assistance.

For Federal Fiscal years 2012 and 2013, and subject to compliance by the County with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of TWO HUNDRED SIXTY ONE THOUSAND THREE HUNDRED SIXTY DOLLARS (\$261,360), as detailed below. The County shall provide a local match, as detailed in the Funding Table below, and all costs that exceed the Total Estimated Cost.

FUNDING TABLE

Fund Source CMAQ – C-4932 B (Operating Assistance)	Total Estimated Cost (100%)	Federal Funds Amount (66%)	Non-Federal Match (34%)
FFY 2011	\$198,000	\$130,680	\$67,320
FFY 2012	\$198,000	\$130,680	\$67,320
FFY 2013	\$198,000	\$130,680	\$67,320

3. The County is responsible for all costs that exceed the total estimated cost.

RESPONSIBILITIES

If the above-referenced deadline of November 12, 2010 is not met, then the County shall complete Pre-Construction requirements within six months of the execution of this Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

Except as hereinabove provided, the Agreement heretofore executed by the Department and the County on 6/5/2009, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

ATTEST:

ORANGE COUNTY

BY: David Hunt
TITLE: Deputy Clerk

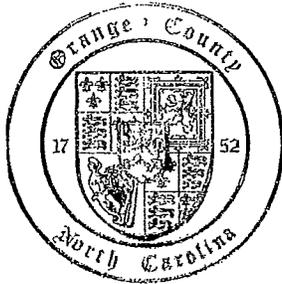
BY: [Signature]
TITLE: County Agent
DATE: 9/24/10

Approved by Board of Commissioners (Governing Board) of Orange County as attested to by the signature of David Hunt, Clerk of the Orange County Board of Commissioners (Governing Board) on 9/24/10 (Date)

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

Clara J. Gie
(FINANCE OFFICER)

(SEAL)



Federal Tax Identification Number

56-6000327

Remittance Address:

Orange County
200 SOUTH CAMERON ST., PO BOX 8181
HILLSBOROUGH, NC 27278-8181

DEPARTMENT OF TRANSPORTATION

BY: [Signature]
(STATE HIGHWAY ADMINISTRATOR)

DATE: 10/11/10

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 10-7-10 (Date)

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: Burlington-Graham Metropolitan Planning Organization Memorandum of Understanding Adding Orange County as a Voting Member

DEPARTMENT: Planning and Inspections

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

1. Resolution to Approve Burlington-Graham Metropolitan Planning Organization (BG MPO) Memorandum of Understanding (MOU) Adding Orange County as a Voting Member
2. Revised BG MPO MOU Adding Orange County as a Voting Member

INFORMATION CONTACT:

Abigaile Pittman, 245-2567
Tom Altieri, 245-2579
Craig Benedict, 245-2575

Past agenda material on this item may be found

at: <http://orangecountync.gov/OCCLERKS/1201248d.pdf> and
<http://orangecountync.gov/occlerks/121108.pdf>

PURPOSE: To approve a resolution adding Orange County as a voting member of the Burlington-Graham Metropolitan Planning Organization (BG MPO) to the Memorandum of Understanding (MOU).

BACKGROUND: On August 12, 2011, the Chair of the BG MPO Technical Coordinating Committee extended an offer to the County to formally join the MPO. On January 24, 2012 the BOCC passed a resolution requesting representation on the BGMPO Transportation Advisory Committee (TAC) and Technical Coordinating Committee (TCC). The BG MPO amended its Memorandum of Understanding (MOU) to include Orange County as a voting member. The MOU establishes membership, bylaws, responsibilities and voting structure for the member jurisdictions of the BG MPO.

The amended MOU was initially approved by the TAC on August 21, 2012 and circulated to be signed by the Mayors or County Commission Chairs of all member jurisdictions (including Orange County), the NC Secretary of Transportation, the NC Assistant Attorney General, and the Federal Highway Administration (FHWA) Division Administrator. The MOU was unanimously approved by the BOCC on November 8, 2012. However, the City of Mebane requested to amend its weighted voting rights under the MOU and declined approval pending discussion and resolution of this issue. Following TAC discussion and several delays, the MOU was again revised to give the City of Mebane 3 weighted votes, and approved by the TAC on August 20, 2013. The Mebane City Council approved the revised MOU at its meeting on September 9, 2013. The MOU must now be approved and executed again by the remaining

member jurisdictions, including Orange County. MOU approval and execution is occurring simultaneously in all jurisdictions and should be complete before the end of the year.

The only revisions to the MOU document (Attachment 2) have been the addition of Orange County as a member jurisdiction, and the revision of weighted votes from 1 to 3 for the City of Mebane.

The contents of the MOU are consistent with the following provisions of the NC GS 136-200.2:

- Agreement for the participation in a continuing and cooperative comprehensive transportation planning process.
- Creation of MPO Technical Coordinating Committee (TAC) and Transportation Advisory Committee (TAC) subcommittees, responsibilities, membership, and provisions for open meetings and public records.
- Distribution of regular and weighted voting power among the constituent counties, municipal corporations, and other participating organizations. Weighted voting is based on the jurisdictional population within the MPO boundaries according to the most recent U.S. Census. The County's estimated population within the BG MPO planning area is approximately 1,817. Based on this, the County will have 1 regular vote and 1 weighted vote.
- Designation of the City of Burlington as the Lead Planning Agency (LPA), and detailing the LPA's administrative responsibilities.
- Stipulation that all transportation and related federal aid planning grants funds available to promote the cooperative transportation planning process be expended in accordance with the MPO's Planning Work Program adopted by the TAC.

Update on the MPO Boundaries: In October and November, 2012, the revised BG MPO boundary within the County was endorsed by the BG MPO TCC and TAC, the County, and the Durham-Chapel Hill-Carrboro (DCHC) MPO TCC and TAC. Related to the revised boundaries, the DCHC MPO and BG MPO executed a letter of agreement in January 2013 addressing a few of Burlington's urbanized areas that will be planned by the DCHC MPO. Following full jurisdiction endorsement of the MOU, the North Carolina Department of Transportation (NCDOT) will officially receive the revised MPO boundaries, verify that they conform to legal requirements, and submit them to the NC Secretary of Transportation for final approval. The NCDOT reports that this process should be complete by the end of the year.

FINANCIAL IMPACT: Orange County staff would dedicate time to the BG MPO transportation planning activities, and TCC and TAC meetings. The BG MPO MOU has no provisions for membership fees. There are no membership fees associated with the County's membership in the BG MPO. MPO staff and planning activities are currently funded by the Federal government. The City of Burlington pays the local matching funds for Lead Planning Agency (LPA) planning activities. However, this system of the LPA paying for 100% could be revised in the future, and has already been revised in the DCHC MPO where matching funds will now derive from participating agencies.

RECOMMENDATION(S): The Manager recommends the Board approve the resolution (Attachment 1) approving the revised MOU adding Orange County as a voting member of the BG MPO, and authorize the Chair and Clerk to the Board to execute the MOU (Attachment 2).

**RESOLUTION PASSED BY THE BOARD OF COMMISSIONERS OF
ORANGE COUNTY, NORTH CAROLINA**

The following resolution was offered by _____ and seconded by _____ and upon being put to a vote was carried _____ on the _____ day of _____, 2013 :

THAT WHEREAS, it is recognized that the proper movement of travel within and through the Burlington-Graham urbanized area is highly desirable element of a comprehensive plan for the orderly growth and development of the area, and;

WHEREAS, there are a number of governmental jurisdictions within the Burlington-Graham urbanized area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes, and;

WHEREAS, it is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the Burlington-Graham urbanized area to insure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety and welfare, and;

WHEREAS, a revised Memorandum of Understanding between the City of Burlington, City of Graham, Town of Elon, Town of Gibsonville, City of Mebane, Town of Haw River, Town of Whitsett, Town of Green Level, Village of Alamance, Alamance County, Guilford County, Orange County, and the North Carolina Department of Transportation has been prepared that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process, and;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF ORANGE COUNTY, NORTH CAROLINA:

That the Memorandum of Understanding between the City of Burlington, City of Graham, Town of Elon, Town of Gibsonville, City of Mebane, Town of Haw River, Town of Whitsett, Town of Green Level, Village of Alamance, Alamance County, Guilford County, Orange County, and the North Carolina Department of Transportation, Agreement Number 8-21-12, be approved and that the Chair of the Board of County Commissioners and the County Clerk are hereby directed to execute the Memorandum of Understanding.

I, _____, Clerk of Orange County, North Carolina, do hereby certify that the above is true and correct copy of excerpts from the minutes of the Board of Commissioners of said County.

WITNESS my hand and the official seal of Orange County this the _____ day of _____, 2013.

ATTEST (Seal)

County Clerk

ATTACHMENT 2

**MEMORANDUM OF UNDERSTANDING
FOR
COOPERATIVE, COMPREHENSIVE, AND
CONTINUING TRANSPORTATION PLANNING**

Between

THE CITY OF BURLINGTON, CITY OF GRAHAM, TOWN OF ELON,
TOWN OF GIBSONVILLE, CITY OF MEBANE, TOWN OF HAW RIVER,
TOWN OF WHITSETT, TOWN OF GREEN LEVEL, VILLAGE OF ALAMANCE,
ALAMANCE COUNTY, GUILFORD COUNTY, ORANGE COUNTY AND THE NORTH
CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) in cooperation with
THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH

THAT WHEREAS, THE CITY OF BURLINGTON, CITY OF GRAHAM, TOWN OF ELON, TOWN OF GIBSONVILLE, CITY OF MEBANE, TOWN OF HAW RIVER, TOWN OF WHITSETT, TOWN OF GREEN LEVEL, VILLAGE OF ALAMANCE, ALAMANCE COUNTY, GUILFORD COUNTY, ORANGE COUNTY, AND THE NCDOT entered into a Memorandum of Understanding for Cooperative, Comprehensive, and Continuing Transportation Planning, last amended in August 2003, regarding the Burlington-Graham Metropolitan Planning Organization (BGMPO);

WHEREAS, each MPO is required to develop a transportation plan in cooperation with NCDOT and in accordance with 23 U.S.C. 134, any subsequent amendments to that statute, and any implementing regulations; and

WHEREAS, it is the desire of these parties that all prior Memoranda of Understanding between the parties be superseded and replaced by this Memorandum of Understanding.

NOW THEREFORE the following Memorandum of Understanding is made:

SECTION 1: It is hereby agreed that the CITY OF BURLINGTON, CITY OF GRAHAM, TOWN OF ELON, TOWN OF GIBSONVILLE, CITY OF MEBANE, TOWN OF HAW RIVER, TOWN OF WHITSETT, TOWN OF GREEN LEVEL, VILLAGE OF ALAMANCE, ALAMANCE COUNTY, GUILFORD COUNTY, ORANGE COUNTY AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION in cooperation with the UNITED STATES DEPARTMENT OF TRANSPORTATION, will participate in a continuing transportation planning process with responsibilities and undertakings as related in the following paragraphs:

1. The area involved, the Burlington-Graham Metropolitan Planning Area, will be the Burlington-Graham urbanized area as defined by the United States Department of Commerce, Bureau of the Census plus that area beyond the existing urbanized area boundary that is expected to become urban within a twenty year planning period. This area is hereinafter referred to as the Planning Area.

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2. The continuing transportation planning process will be a cooperative one and all planning discussion will be reflective of and responsive to the comprehensive plans for growth and development of the Planning Area.
3. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.
4. The Planning Area may be periodically reassessed and revised in the light of new developments and data projections.
5. A Burlington-Graham Transportation Advisory Committee, hereinafter referred to as the TAC, is hereby established with responsibility for serving as a forum for cooperative transportation planning and decision making for the Burlington-Graham Metropolitan Planning Organization. The TAC shall consist of a representative appointed by member Boards of Local Government and a member of the North Carolina Board of Transportation.
 - a. The TAC members shall have the responsibility for keeping their respective policy boards informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of the local boards they represent; and ensuring meaningful citizen participation in the transportation planning process.

The membership and voting structure of the TAC is listed below:

Governmental Body	Weighted Votes	Regular Votes
Burlington	6	2
Graham	3	1
Elon	1	1
Gibsonville	1	1
Mebane	3	1
Haw River	1	1
Whitsett	1	1
Green Level	1	1
Alamance	1	1
Alamance County	2	1
Guilford County	1	1
Orange County	1	1
Department of Transportation	1	1
TOTAL	23	14

- b. Weighted votes shall be reevaluated every 10 years based on the results of the most recent decennial U.S. Census. Weighted vote distribution is based on the population within municipal /county /MPO boundaries and extra-territorial jurisdiction areas may be adjusted at the discretion of the TAC depending on population changes.

ATTACHMENT 2

- c. Members will vote on matters pursuant to the authority granted by their respective governmental body. If a weighted vote is to be used, it must be called for prior to the vote by a member. Otherwise, each member has regular vote privileges.
- d. Any member who does not attend two consecutive TAC meetings will not be included as part of the membership needed to obtain a quorum after the second meeting. Membership, however, is immediately reinstated by the presence of the most recently appointed member (or his/her alternate) at any future meeting. A quorum is required for the transaction of all business, including conducting meetings or hearings, participating in deliberations, or voting upon or otherwise transacting the public business. A quorum consists of 51% of the members of the TAC, plus as many additional members as may be required to ensure that 51% of possible votes are present, excluding those who have been removed for absenteeism, and applies to regular membership, not weighted vote. The TAC will meet as often as it is deemed necessary, appropriate and advisable. On the basis of majority vote of its membership, the TAC may elect a member of the committee to act as chairperson with the responsibility for coordination of the committee's activities.

In addition, representatives from each of the following agencies will serve as non-voting members of the TAC:

- Federal Highway Administration
 - NCDOT Transportation Planning Branch, MPO Coordinator
 - NCDOT Division 7 Engineer
 - Burlington Graham MPO Coordinator / Secretary
 - Other Local, State, or Federal agencies impacting transportation in the Planning Area at the invitation of the TAC.
6. A member of any local elected board may serve as an alternate to the designated TAC member for each member. The Burlington-Graham MPO Secretary shall be notified of a TAC alternate member each year and as changes are made.
 7. The TAC shall meet as often as it is deemed appropriate and advisable, and shall elect a Chair and Vice-Chair based on a majority vote each January.
 8. The duties and responsibilities of the TAC are as follows:
 - a. The TAC, in cooperation with the State, shall be responsible for carrying out the urban transportation planning process specified by the U.S. Department of Transportation in 23 U.S.C. 134. It shall review, develop, and endorse the Planning Work Program (PWP), the Transportation Improvement Program (TIP) and the Long Range Transportation Plan (LRTP);
 - b. Review and approval of the Metropolitan Transportation Improvement Program (MTIP) for multi-modal capital and operating expenditures and to ensure coordination between local and state capital and operating improvement programs;

ATTACHMENT 2

- c. The TAC shall not set policy for the planning area but shall establish goals and objectives for the transportation planning process reflective of and responsive to comprehensive plans for growth and development in the MPO planning area;
 - d. Endorse, review and approval of the Comprehensive Transportation Plan (CTP). As required by the NCGS 136-66.2(d), any revision in the CTP must be jointly approved by the MPO and NCDOT;
 - e. The TAC, as required, shall review, approve, and endorse amendments to the Planning Work Program, the CTP, the LRTP and the Transportation Improvement Program;
 - f. The TAC shall have the responsibility for keeping boards of general purpose local government informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of these boards; and ensuring meaningful citizen participation in the transportation planning process;
 - g. The TAC shall review, approve and endorse changes to the Federal-Aid Functional Classification System and MPO's Metropolitan Planning Area Boundary (MPA);
 - h. The TAC shall review, approve, and endorse a "Prospectus for Transportation Planning" which defines work tasks and responsibilities for the various agencies participating in the transportation planning process; and
 - i. The TAC shall review and approve related air quality planning in conformance with federal regulations if the Planning Area becomes non-attainment for air quality.
 - j. The representative from each general purpose local government on the TAC shall be responsible for instructing the clerk of his/ her local government to submit copies of minutes or resolutions to the secretary of the TAC when formal action involving any MPO plan is taken by his/her local government.
 - k. Any other duties identified as necessary to further facilitate the transportation planning process.
9. Municipal councils, boards of alderman and county commissioners represented on the TAC shall serve as the primary means for citizen input in the transportation planning process. This citizen involvement will be obtained through goals and objectives surveys, forums, and public meetings.
 10. A Technical Coordinating Committee, hereinafter referred to as the TCC, shall be established with the responsibility of general review, guidance and coordination of the transportation planning process for the planning area, and with the responsibility for making recommendations to the respective local and state governmental agencies and the TAC regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review, and recommendation for approval

ATTACHMENT 2

of the Comprehensive Transportation Plan, Prospectus, Transportation Improvement Program, Long Range Transportation Plan, and Federal-Aid Urban System and Urbanized Boundary. The TCC shall also be responsible for promoting citizen participation and preparing documentation reports for transportation studies.

Membership of the TCC shall include technical representation from all local and state and federal government agencies directly related to and concerned with the transportation planning process for the BGMPO planning area.

The TCC shall be comprised of the following members:

- a. Alamance County, one representative
- b. Alamance County Transportation Authority, one representative
- c. City of Burlington, four representatives
- d. City of Graham, two representatives
- e. Burlington-Alamance Airport Authority, one representative
- f. Town of Elon, one representative
- g. Town of Gibsonville, one representative
- h. Town of Haw River, one representative
- i. City of Mebane, one representative
- j. Town of Whitsett, one representative
- k. Town of Green Level, one representative
- l. Village of Alamance, one representative
- m. Guilford County, one representative
- n. Orange County, one representative
- o. Burlington Regional Airport Authority, one representative
- p. North Carolina Department of Transportation, Public Transportation Division, one representative
- q. North Carolina Department of Transportation, Transportation Planning Branch, one representative

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- r. North Carolina Department of Transportation, Division Engineer for Division 7
- s. North Carolina Department of Transportation, Area Traffic Engineer
- t. Federal Highway Administration (FHWA) North Carolina, one representative

Other local agencies, upon filing a request, will be notified and invited to all meetings of the TCC. Such agencies may include Alamance-Burlington Schools and various city and county departments/offices.

The TCC shall meet when it is deemed appropriate and advisable, and shall elect a Chair and Vice Chair annually beginning each January based on a majority vote.

11. The City of Burlington shall serve as the Lead Planning Agency. Administrative coordination for the TAC and the TCC will be provided by the City of Burlington as the Lead Planning Agency who shall report to the City of Burlington Planning Director. The Lead Planning Agency will be responsible for the following functions:

- Providing a secretary for the TAC and the TCC
- Arranging meetings and agendas
- Maintaining minutes and records
- Preparing a Prospectus and Planning Work Program
- Serving as custodian of all MPO plans and documents
- Collecting from local governments, minutes and resolutions that document transportation plan revisions, and submitting these for mutual adoption by the North Carolina Department of Transportation
- Monitoring the transportation planning process to insure its execution is in accordance with the MPO goals and objectives.
- Performing other coordinating functions as assigned by the TAC from time to time.
- Lead responsibility for structuring public involvement in the transportation planning process.
- Preparation of the PL Expenditure Report and other grant management

12. All transportation and related Federal Aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Planning Work Program adopted by the TAC. Administration of funding in support of the transportation planning process on behalf of the TAC will be conducted by the City of

ATTACHMENT 2

Burlington which will execute appropriate agreements with funding agencies as provided by the Planning Work Program.

13. The Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC), as well as any established sub-committees are responsible for carrying out the provisions on North Carolina G.S. Chapter 143, Article 33C regarding open meetings, and Chapter 132 regarding public records. A quorum is required for transaction of all business, including conducting meetings or hearings, participating in deliberations, or voting upon or otherwise transacting public business. A quorum consists of 51% of the members of the TAC or TCC, plus as many additional members as may be required to ensure that 51% of possible votes are present. An alternate may be appointed to attend meetings should the member not be able to attend. Alternates should be identified by name on the meeting attendance log. Vacant seats will not count against the quorum. Electronic meetings and voting ARE allowed as long as proper public notice is given and meeting materials are available to the public upon request.

SECTION 2: Subscribing agencies to this Memorandum of Understanding may terminate their participation in the Continuing Transportation Planning Process by giving sixty days written notice to other parties prior to the date of termination. It is further agreed that these agencies will assist in the transportation planning process by providing planning assistance, data, and other requested information. Additionally, these agencies shall coordinate zoning and subdivision approval in accordance with the adopted Transportation Plan(s).

SECTION 3: This Amended Memorandum of Understanding supersedes and replaces any prior memorandum(s) of understanding between the parties regarding the Burlington-Graham MPO.

SECTION 4: In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, the City of Burlington by its Mayor, the City of Graham by its Mayor, the Town of Elon by its Mayor, the Town of Gibsonville by its Mayor, the City of Mebane by its Mayor, the Town of Haw River by its Mayor, the Town of Whitsett by its Mayor, the Town of Green Level by its Mayor, Village of Alamance by its Mayor, Alamance County by its Chair of the Board of Commissioners, Guilford County by its Chair of the Board of Commissioners, Orange County by its Chair of the Board of Commissioners, and the Department of Transportation by the Secretary of Transportation. This _____ day of _____, 2013.

ATTACHMENT 2

(SIGNATURE PAGE FOR ORANGE COUNTY)

(Seal)

Orange County

County Clerk

Chair, Board of County Commissioners

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: Resolution to Endorse Orange County's Priority Transportation Projects within the Burlington-Graham Metropolitan Planning Organization (BGMPO) Planning Area

DEPARTMENT: Planning and Inspections

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

1. Resolution Endorsing Projects for the BGMPO Regional Priority List
2. Draft BGMPO Priority Project Descriptions and Staff Recommendations
3. BGMPO Project List Map

INFORMATION CONTACT:

Bret Martin, Transportation Planner, 245-2582
Tom Altieri, Comprehensive, Planning Supervisor, 245-2579
Abigaile Pittman, Transportation/Land Use Planner, 245-2567

PURPOSE: To consider a resolution endorsing a priority list of new transportation projects within the Burlington-Graham Metropolitan Planning Organization (BGMPO) planning area for consideration of inclusion in the 2016-2022 Transportation Improvement Program (TIP).

BACKGROUND: Biennially, the North Carolina Board of Transportation (BOT) adopts a multi-year Statewide Transportation Improvement Program (STIP) containing funding and scheduling information for transportation projects throughout the state including those for highways, aviation facilities, public transportation, ferry travel, freight rail, and bicycle and pedestrian facilities. The STIP is the major tool the State uses for the implementation of locally and regionally adopted transportation plans from which projects are conceived for programming consideration. In 2011 and 2012, the State, in conjunction with the metropolitan planning organizations (MPOs) and regional planning organizations (RPOs) throughout the state, completed the prioritization process for the 2014-2020 STIP, which was scheduled to be finalized and adopted in July 2013.

In May 2011, Orange County participated in this last iteration of the STIP development process by submitting lists of priority transportation projects within the County's respective MPO/RPO planning areas to be considered for final inclusion in the STIP. However, a completely new Federal transportation authorization, the Moving Ahead for Progress in the 21st Century (MAP-21) legislation, and pending State legislation, the Strategic Transportation Investments (STI) Act, forced the cancellation of the 2014-2020 STIP process. Consequently, none of the projects the County submitted in 2011 for consideration of inclusion in the STIP were incorporated into the State's final STIP.

The State is once again beginning the process of developing the 2016-2022 STIP, which is scheduled to be finalized and adopted in July 2015, and will be requesting local input for transportation project priorities to be submitted through each local government's respective MPO or

RPO. Implicit in this process is the application of a new Strategic Mobility Formula (SMF) developed as part of the STI legislation as well as a revised/updated scoring methodology that institutes major changes to the inputs and weights used to rank projects for consideration and inclusion in the STIP. It is important to note that these changes have significant implications for many of the projects Orange County has previously submitted and will likely be submitting in this next iteration of priorities. Further information on the SMF is accessible using the following weblink:

[http://www.ncdot.gov/download/strategictransportationinvestments/Strategic Mobility Formula Fact Sheet.pdf](http://www.ncdot.gov/download/strategictransportationinvestments/Strategic%20Mobility%20Formula%20Fact%20Sheet.pdf)

Further information on the new BOT-recommended scoring/ranking methodology (SPOT 3.0) is accessible using the following weblink:

<http://www.ncdot.gov/download/strategictransportationinvestments/Prioritization.pdf>

Further information on NCDOT's previous scoring/ranking methodology (SPOT 2.0) is accessible using the following weblink:

<http://www.ncdot.gov/download/performance/prioritization2jan2012.pdf>

In preparation for the State's new ranking and programming process, Orange County will be asked to submit a priority list of projects and their respective rankings to the Durham-Chapel Hill-Carrboro (DCHC) MPO, BGMPO, and the Triangle Area Regional Planning Organization (TARPO) for proposed projects contained within each organization's respective planning area. The schedule for submitting projects to each organization differs based on each organization's regular meeting frequencies. Based on the State's timeline for the adoption of its final 2016-2022 STIP, staff foresees that Orange County's project priority lists for TARPO and the DCHC MPO will need to be submitted to each by late November 2013. As such, the Orange Unified Transportation Board (OUTBoard) is scheduled to consider and recommend to the BOCC a priority list for TARPO and the DCHC MPO at the OUTBoard's September 18th meeting and then forwarded to the BOCC for consideration at Board's October 15th meeting. Alternatively, BGMPO's schedule for submission of priority projects is such that Orange County projects proposed for consideration in its planning area will need to be submitted to the MPO by the end of September.

This is the first time Orange County will submit a priority list of projects to the BGMPO. The projects to be considered by the BOCC are completely new projects with no prior history of scoring or ranking through BGMPO; however, some of the projects proposed for submission have previously been scored and ranked through the DCHC MPO. A total of ten (10) projects may be submitted by each local government represented in the BGMPO planning area. Given the constrained size of BGMPO's planning area within Orange County, only a very limited number of needed projects can be conceived and proposed. A total of six (6) projects have been developed and/or identified and ranked for submission for consideration.

OUTBoard-Recommended Priority List for BGMPO

The OUTBoard considered and recommended approval/endorsement of the Orange County project priority list for the BGMPO planning area at its August 21st meeting for the BOCC to consider and approve/endorse at its September 17th meeting. The OUTBoard made no changes to the staff-recommended priority list for BGMPO and provided no major comments regarding the submission of the provided projects.

The County Manager subsequently suggested staff investigate the feasibility of incorporating an additional project (project priority #3) into the project priority list for submission to the BGMPO based on his knowledge of economic development initiatives in the portion of Orange County within the BGMPO planning area. After further investigation, planning staff agrees that the project suggested by the Manager is a viable project to submit in Orange County's project priority list for BGMPO. This project was added to Attachments 1, 2 and 3 and is set apart from the rest of the text in Attachments 1 and 2 in italics. This project was not considered by the OUTBoard and was not included in its recommended list for approval/endorsement.

Attachment 1 is a draft resolution for the BOCC to approve/endorse the OUTBoard-approved project priority list as well as the project suggested by the Manager to submit to the BGMPO for scoring/ranking and for consideration of inclusion in BGMPO's Metropolitan Transportation Improvement Program (MTIP), and by extension, the STIP. Attachment 2 contains a more detailed description of each project, each project's history of previous consideration or ranking, and staff's prioritization recommendation for projects proposed within BGMPO's planning area. Attachment 3 is a map depicting the locations of these projects within the portion of the BGMPO planning area within Orange County.

FINANCIAL IMPACT: There is no immediate financial impact associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board approve/endorse the resolution (Attachment 1) to submit priority transportation projects to the BGMPO.

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**A RESOLUTION ENDORSING ORANGE COUNTY'S PRIORITY TRANSPORTATION PROJECTS FOR THE BURLINGTON-GRAHAM METROPOLITAN PLANNING ORGANIZATION (BGMPO) REGIONAL PRIORITY LIST FOR THE 2016 – 2022 TRANSPORTATION IMPROVEMENT PROGRAM**

WHEREAS, the North Carolina Board of Transportation (BOT), every two years, prepares a Statewide Transportation Improvement Program (STIP) that identifies transportation projects to be implemented over the next seven years with State and Federal funding; and

WHEREAS, the North Carolina BOT solicits input for identifying transportation projects of local and regional importance to be included in the FY 2016-2022 STIP; and

WHEREAS, the BGMPO Transportation Advisory Committee is charged with the development of a Metropolitan Transportation Improvement Program (MTIP); and

WHEREAS, Orange County is a member jurisdiction of the BGMPO; and

WHEREAS, Orange County gives priority to identified safety needs on existing roads and bridges, to transportation projects that encourage alternatives to automobile travel, to projects that minimize adverse impacts on the natural environment and cultural sites, and to those projects that foster economic development in the County's designated Economic Development Districts; and

WHEREAS, Orange County strongly encourages the North Carolina Department of Transportation (NCDOT) to design all highway projects, where appropriate, to accommodate bicycle and pedestrian traffic to provide alternative means of transportation that may result in reduced automobile traffic and related air and water impacts; and

WHEREAS, Orange County encourages the NCDOT to design all new or replacement bridges with sufficient clearance to allow wildlife to cross safely under them, and to allow pedestrian passage along any existing or planned trail-system connectors; and

WHEREAS, Orange County has outlined its transportation needs within the BGMPO planning area in an attachment to this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Orange County Board of Commissioners that the Board endorses the following prioritized list of transportation projects to be considered for the FY 2016-2022 BGMPO MTIP.

- 1 New I-85 Frontage Road: Construct a two (2)-lane frontage road on the south side of I-85 from Ben Wilson Road to Mattress Factory/West Ten Road.

This project will be submitted as a new highway project to be considered for inclusion in the BGMPO long-range transportation plan (LRTP) and MTIP as well as the 2016-2022 STIP.

- 2 Mattress Factory Road Interchange: Construct a new interchange at the existing grade-separated crossing of Mattress Factory Road and I-40/I-85.

This project was previously submitted by the City of Mebane for prioritization as a Highway Mobility project and will be submitted by Orange County for reprioritization and consideration for inclusion the BGMPO MTIP and 2016-2022 STIP.

- 3 Mattress Factory Road Extension to U.S. 70: *Extend Mattress Factory Road northward across East Washington Street and the NCCR/Norfolk Southern railroad right-of-way to intersect U.S. 70 and close the existing railroad crossover road connecting East Washington Street and U.S. 70 approximately 240 feet to the east of the intersection of Mattress Factory Road and East Washington Street.*

This project will be submitted as a new highway project to be considered for inclusion in the BGMPO LRTP and MTIP as well as the 2016-2022 STIP.

- 4 Park-and-Ride Lot in the Buckhorn Economic Development District (EDD)/Mebane area: Construct a park-and-ride facility to be located in the Buckhorn EDD/Mebane area to serve a cross-county bus route from Mebane to Durham to collect ridership in eastern Alamance and western Orange Counties as indicated in the Orange County Bus and Rail Investment Plan (OCBRIP).

This project will be submitted as a new transit project for consideration of inclusion in the BGMPO LRTP and MTIP as well as the 2016-2022 STIP. The project was previously submitted through the Durham-Chapel Hill-Carrboro (DCHC) MPO as a park-and-ride facility to be specifically located in the Buckhorn EDD.

- 5 Buckhorn Road (SR 1114) Widening: Widen Buckhorn Road from U.S. 70 to West Ten Road (SR1144) to multiple lanes with bicycle and pedestrian facilities.

This project was previously submitted as a highway project and will be reprioritized and submitted as a highway project for consideration of inclusion in the BGMPO LRTP and MTIP as well as the 2016-2022 STIP.

- 6 Lebanon Road bicycle and pedestrian improvements: Construct four (4)-foot bicycle lanes from N. Frazier Road to Stagecoach Road with pedestrian/sidewalk facilities from Saddle Club Road to Stagecoach Road.

This project will be submitted as a new highway project for consideration of inclusion in the BGMPO LRTP and MTIP as well as the 2016-2022 STIP.

Upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution was adopted this the 17th day of September, 2013.

I, Donna Baker, Clerk to the Board of Commissioners for the County of Orange, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true copy of so much of the proceedings of said Board at a meeting held on September 17, 2013, as relates in any way to the adoption of the foregoing and that said proceedings are recorded in the minutes of said Board.

WITNESS my hand and the seal of said County, this _____ day of _____, 2013.

Clerk to the Board of Commissioners

Attachment 2: Draft Burlington-Graham MPO Priority Project Descriptions and Staff Recommendations

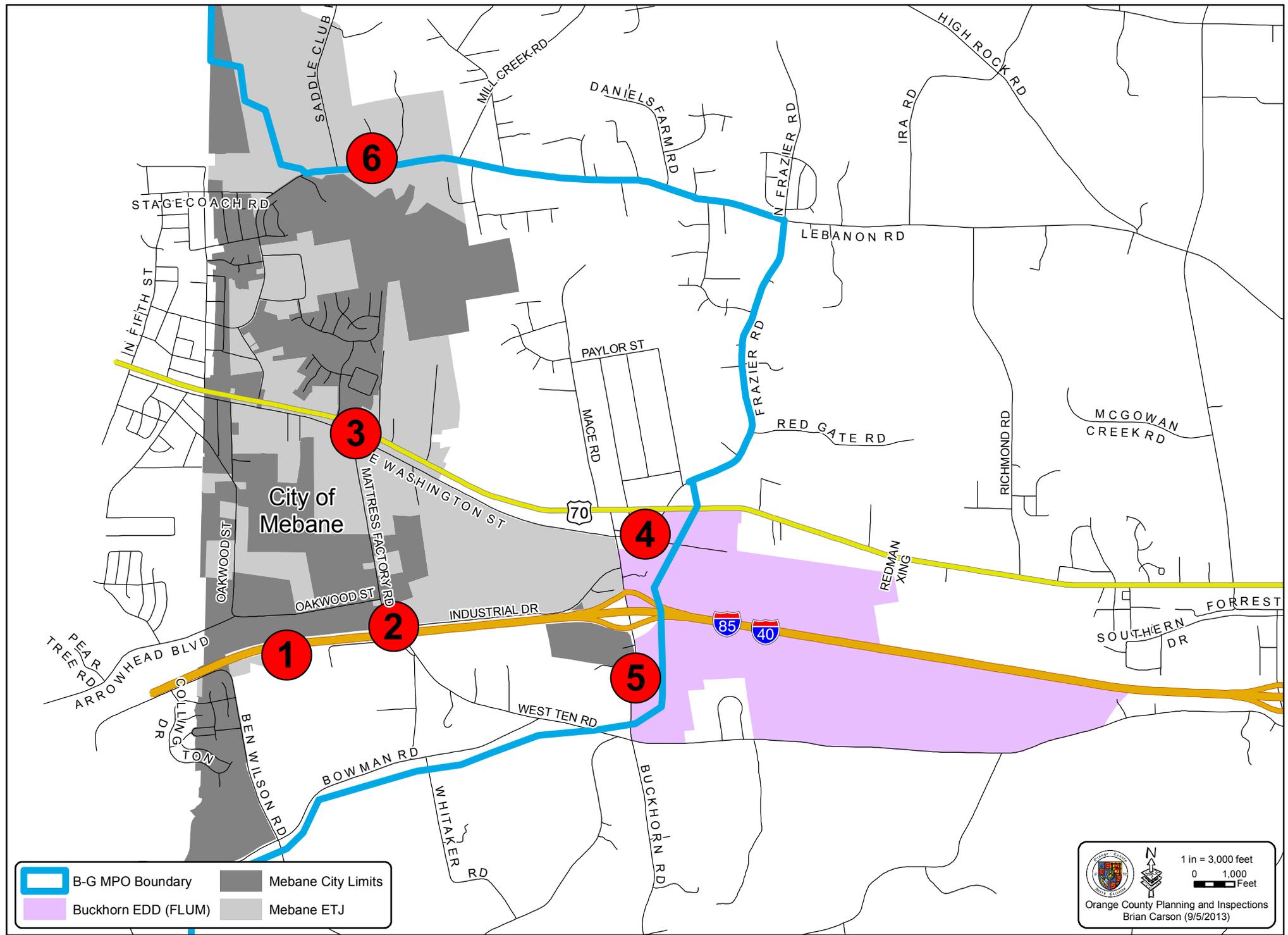
Map ID #*	Project	Project Description	New/Existing Project	Previous Project Score/Rank	Staff Recommendation
1	I-85 Frontage Road	Construct two(2)-lane frontage road on south side of I-85 from Ben Wilson Road to Mattress Factory/West Ten Road to provide localized access to properties planned for future economic development and to improve local connectivity and circulation between interchanges south of I-85.	New Highway Project	N/A	Submit to BGMPO for SPOT 3.0 scoring and consideration of inclusion as a highway in the BGMPO LRTP and TIP as project priority #1 .
2	Mattress Factory Road Interchange	Construct new interchange at existing grade-separated crossing of Mattress Factory Road and I-40/I-85 to relieve existing and/or future expected congestion on projected under-capacity existing interchanges at I-40/I-85 and Mebane Oaks Road and I-40/I-85 and Buckhorn Road and to serve existing and future growth in the specific area around the proposed interchange. The proposed interchange would address both traffic capacity deficiencies and reduce crashes related to congestion on parallel thoroughfares. The new interchange would also be an opportunity to provide pedestrian and biking facilities across I-40/I-85 that do not currently exist in the Mebane area. Specific improvements associated with the interchange include: <ul style="list-style-type: none"> Modified diamond interchange with a loop ramp in the southeast quadrant for I-40 eastbound exiting vehicles; Five (5)-lane roadway section on Mattress Factory Road at the proposed interchange; One bridge structure with a five (5)-lane section and bike/ped accommodations; Traffic signals installed on Mattress Factory Road at the ramp intersection and Oakwood Street with coordinated signals; and Industrial Drive realignment to intersect Mattress factory Road either across from Oakwood Street or further north. 	Existing Highway Mobility Project submitted through the BGMPO for scoring in SPOT 2.0 by other jurisdiction	Scored in SPOT 2.0 prioritization as a project within the BGMPO planning area as a Subregional Highway Mobility project. Ranked 378/382 for all Subregional Highway Mobility projects scored in the state. Project is anticipated to rank very low again for SPOT 3.0.	Submit to BGMPO for SPOT 3.0 scoring and consideration of inclusion as a highway project in the BGMPO TIP as project priority #2 .
3	Mattress Factory Road extension to U.S. 70	<i>Extend Mattress Factory Road northward a distance of approximately 240 feet across East Washington Street and the NCRR/Norfolk Southern railroad right-of-way to intersect U.S. 70 at a 90 degree angle. The project would also call for the closure of the existing railroad crossover road connecting East Washington Street and U.S. 70 approximately 240 feet to the east that currently provides access across the railroad right-of-way to U.S. 70. The project would decrease travel time from points along Mattress Factory Road to access U.S. 70, would provide more direct north-south access across the existing railroad right-of-way, and eliminate inconvenient turning movements for motorists and trucks serving existing and future industrial uses south of U.S. 70 and along Mattress Factory Road.</i>	New Highway Project	N/A	Submit to BGMPO for SPOT 3.0 scoring and consideration of inclusion as a highway project in the BGMPO TIP as project priority #3 .
4	Park-and-Ride Lot in the Buckhorn Economic Development District (EDD)/Mebane area	Orange County requests funding for a park-and-ride facility to be located in the Buckhorn Economic Development District (EDD)/Mebane area for a cross-county bus route from Mebane to Durham to collect ridership in eastern Alamance and western Orange Counties as indicated in the Orange County Bus and Rail Investment Plan (OCBRIP). The park-and-ride facility will provide a transit connection to an area with a growing commuting presence to and from the Triangle Region. A variation of this project was previously submitted through the Durham-Chapel Hill-Carrboro DCHC MPO for scoring.	New Transit Project** (Submitted previously as a park-and-ride facility project specifically in the Buckhorn EDD)	Ranked 10/17 among all DCHC MPO transit projects scored. Final rank with MPO scores and Transportation Advisory Committee (TAC)-assigned points was 14/17. Project received no points from the TAC for the DCHC MPO draft 2014-2020 TIP priority list.	Submit to BGMPO for SPOT 3.0 scoring and consideration of inclusion in the BGMPO LRTP and TIP as project priority #4 as a transit capital facilities project.
5	Buckhorn Road (SR 1114) Widening	Widen Buckhorn Road from U.S. 70 to West Ten Road (SR 1144) to multi-lanes with bicycle and pedestrian facilities. This segment of roadway is over 95% within the BGMPO planning area and borders the western boundary of the I-40/I-85-Buckhorn Road EDD. This area is the focus of a growing problem of traffic backing up on the northbound exit ramps of I-40/I-85 onto southbound Buckhorn Road and at a left turn into a nonconforming business use just south of the interchange. Orange County has extended water and sewer to this area to serve public facilities and to increase the attractiveness of the EDD for development. The project was previously submitted through the DCHC MPO as a bike project requesting four (4)-foot paved bike lanes when Buckhorn Road was located within that MPO's planning area.	Existing Highway Mobility project to be resubmitted through BGMPO	DCHC bike project ranked 19/20 among all DCHC MPO bike projects scored and 19/20 in final ranking for the DCHC MPO draft 2014-2020 TIP priority list. Scored in SPOT 2.0 prioritization as a project within the BGMPO planning area as a Subregional Highway Mobility project. Ranked 272/382 for all Subregional Highway Mobility projects scored in the state. Project is anticipated to rank lower (313/382) for SPOT 3.0.	Submit to BGMPO for SPOT 3.0 scoring and consideration of inclusion as a highway project in the BGMPO LRTP (amend project limits) and TIP as project priority #5 .
6	Lebanon Road	Construct four (4)-foot bicycle lanes from N. Frazier Road to Stagecoach Road with pedestrian/sidewalk facilities from Saddle Club Road to Stagecoach Road. At its eastern terminus, the bicycle improvements would connect to future planned bicycle improvements indicated in the DCHC MPO MTP on Lebanon Road. Both the bicycle lanes and sidewalk improvements would provide multi-modal mobility and access to existing and future planned origins and destinations along Lebanon Road.	New Highway or Bike/Ped project depending on cost***	N/A	Submit to BGMPO for SPOT 3.0 scoring and consideration of inclusion in the BGMPO LRTP (amend project limits) TIP as project priority #6 . The project will be submitted as either a highway project or bike/ped project depending on cost.**

*Map ID Number corresponds to the general location of each project on **Attachment 3: Burlington-Graham MPO Project List Map**.

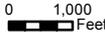
**No transit projects previously submitted will be scored automatically in the SPOT 3.0 process. All transit projects will be considered new projects.

***Bike/ped projects that are greater than \$1,000,000 in cost are submitted as highway projects and are scored using the highway scoring methodology. Project will likely exceed \$1,000,000.

Attachment 3: Burlington-Graham MPO Project List Map



	B-G MPO Boundary		Mebane City Limits
	Buckhorn EDD (FLUM)		Mebane ETJ


 1 in = 3,000 feet
 0 1,000 Feet


Orange County Planning and Inspections
 Brian Carson (9/5/2013)

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: Use Agreement Between Orange County and the Orange Grove Fire Company

DEPARTMENT: Emergency Services

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

1. EMS Substation Use Agreement
2. EMS-911 Study Pages 20 & 46

INFORMATION CONTACT:

James E. Groves, 245-6140

Chief Steve McCauley; 336-263-2823

PURPOSE: To approve the recommendation from the Emergency Services Director to enter into an agreement with the Orange Grove Fire Company in order to place one (1) EMS ambulance at Station #1 located at 6800 Orange Grove Road.

BACKGROUND: On August 30, 2012 the Board was presented the findings of the Comprehensive Assessment of Emergency Medical Services & 911/Communications Center Operations Study performed by Solutions for Local Government. This study identified extended EMS response times as a primary issue, and recommended adding peak EMS units to reduce response times.

Orange County Emergency Services has worked with the Orange Grove Fire Company (OGFC) to develop a co-location solution to help reduce EMS response times in the southwest section of the County. OGFC Station #1 is located on Orange Grove Road and provides good access to the community in the southwest portion of the County, as well as providing a sheltered and environmentally controlled atmosphere for an ambulance. In addition, the station will provide a location for staff to work on plans and paperwork.

FINANCIAL IMPACT: The financial impact for initial infrastructure set up (information technology, cabinets, supplies, etc.) will not exceed a one-time expense of \$4,000, then a \$500 per month payment (\$6,000/yr.) to OGFC, which is inclusive of bay space, work location, utilities, and normal maintenance. Staff will come back to the Board in October to request a single budget amendment that includes all station co-location agreements.

RECOMMENDATION(S): The Manager recommends that the Board approve the recommendation from the Emergency Services Director to approve and authorize the Manager to sign the Use Agreement. The Manager further recommends that the Board in the future consider reassessing and possibly renegotiating the County's current agreement with Orange Rural Fire Department regarding the location of one (1) EMS ambulance at the 835 Phelps Road station, as well as future co-location agreements with other agencies.

**ORANGE COUNTY-ORANGE GROVE FIRE COMPANY
USE AGREEMENT FOR EMERGENCY MEDICAL SERVICES SUBSTATION**

This Use Agreement for Emergency Medical Services (EMS) Substation (this "Agreement"), made and entered into the 17th day of September, 2013 (the "Effective Date"), by and between the County of Orange, a political subdivision of the State of North Carolina, located at 200 South Cameron Street, Hillsborough, North Carolina, 27278, ("County") through the Orange County Emergency Services Department ("OCES") and the Orange Grove Fire Company, a not for profit corporation ("Fire Company"), located at 6800 Orange Grove Road, Hillsborough, NC 27278 and both collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, Orange County through its Emergency Services Department currently operates an Advanced Life Support EMS System; and

WHEREAS, the geographical service area covered by the Orange County Emergency Services System includes all of Orange County, consisting of 384 square miles of land area, and encompassing all or portions of the municipalities of Chapel Hill, Carrboro, Hillsborough, and Mebane; and

WHEREAS, the estimated county population is 135,776, lending to a total system call volume, emergency and non-emergency, of 13,445; and

WHEREAS, the County desires to locate an Emergency Services substation at the Orange Grove Fire Company's Fire Station #1 located at 6800 Orange Grove Road, Hillsborough, North Carolina to better serve the residents in southwest Orange County; and

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the County and Fire Company agree as follows:

1. Term of the Agreement. The term of this Agreement shall begin on the Effective Date and expiring on June 30, 2014, and shall be automatically extended for three additional successive one-year terms, unless either Party provides written notice to the other ninety (90) days prior to the end of the term.
2. Scope of Agreement.
 - a. The Fire Company shall provide rent free space within the Orange Grove Road Fire Station #1 to be used as an Emergency Medical Service Substation ("Substation"). The Fire Company shall provide:
 - i. Storage space for emergency medical services supplies.
 - ii. Space within the bay area for one (1) ambulance.

- iii. Shared working quarters for up to three (3) OCES ambulance crew personnel who will staff the ambulance.
 - iv. Access to parking for the ambulance crews personal vehicles.
 - v. Access to electrical power for ambulance shorelines. Material and labor costs will be provided and funded by the County.
 - 1. Installation will be performed by a licensed electrical contractor.
 - vi. Access to the Fire Station by OCES ambulance crews.
 - vii. Use of the landline telephone.
- b. The County shall provide the following for the Substation:
- i. One ambulance and a crew to staff the ambulance (up to three members) to provide pre-hospital, emergency medical services to the surrounding community.
 - ii. Building up-fits (as needed) for ambulance shorelines at the Orange Grove Road fire station;
 - 1. Up-fits will be performed by a licensed electrical contractor.
 - iii. Communications equipment as needed.
 - 1. Any modifications to the station will be permanent, and will be left in place if this contract expires (i.e., external antenna, paging/notification system).
 - iv. Medical Supplies to support and maintain the substation.
 - v. Logistical Supplies. Small refrigerator, storage cabinet, and a lock box for narcotics or other paramedic legitimate drugs.
 - vi. Payment. \$500 per month, not to exceed \$6,000 per year. Payment is inclusive of all utilities and normal and typical maintenance.
3. Repairs. The Fire Company shall provide for their normal and typical maintenance to the premises (i.e., lighting, filters, other). Any damages caused by the Fire Company shall be repaired and paid by the Fire Company, and any damages caused by the County shall be repaired and paid by the County.
- a. If a determination on who caused the damage cannot be readily identified by the station crew, the Fire Company Chief and Emergency Services Director will meet to reach an amicable decision.

4. Improvements. No substantial alteration, addition or improvement to the premises shall be made by the County without the written consent of the Fire Company.
5. The County's Obligation to Comply with Applicable Laws and Requirements of Insurance Policies. The County shall throughout the term of this Agreement, at its sole expense, promptly comply with all laws and regulations of all federal, state and municipal which may be applicable to the property. The County shall comply with the requirements of Fire Company 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 property.
6. Fire Company Policies. The OCES crew will maintain a clean and sanitary work and meal area environment. The County agrees to that Emergency Services personnel shall comply with all applicable Fire Company policies and facility rules while at the Orange Grove Road Station. Emergency Service personnel shall comply with any County facility use policy when it is stricter than the Fire Company rules.
7. Condition of Premises. The County shall, during the term of this Agreement and any renewal or extension hereof, shall keep the part of the facility they are allocated clean and shall surrender the 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 Fire Company can repossess the property no later than Noon on the day upon which this Agreement ends.
8. Right of Entry. The County use of the premises is not exclusive, the Fire Company or its agent shall have the right to enter any part of the facility the County is allocated at reasonable times in order to examine it, or to make such decorations, repairs, alterations, improvements or additions as the Fire Company deems necessary or desirable. If the County 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, Fire Company may enter the premises by such means as may be appropriate, including forcible entry, without rendering Fire Company or such agents liable therefore (if during such entry the Fire Company or his agents shall accord reasonable care to the County's property), and without in any manner affecting the obligations and covenants of this Agreement.
9. Hold Harmless from Liability. Neither the Fire Company nor the County shall be liable to the other for any property damage sustained by the other, personal injury to the other or to its officers, agents and employees, or to any other occupant of any part of the property, 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 either the Fire Company or the County of the consequences of its own negligence to the extent provided by law.

10. Amendments. Any amendments or revisions to this Agreement must be approved in writing by the Parties and attached to this Agreement.
11. Insurance. The Fire Company shall maintain fire insurance on the building in which the premises is located. The County shall maintain fire and casualty insurance covering the County's equipment and other property located in the premises.
12. Relationship of the Parties. The County is an independent contractor of Fire Company. The County represents that they have or will secure, at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees or have any contractual relationship with the Fire Company. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized and permitted under federal, state and local law to perform such services.
13. Compliance with all Laws. The Parties, shall comply with all laws, ordinances, orders and regulations of the federal, state or local governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following execution of this agreement.
14. Subcontract. The Parties deem the services provided under this Agreement to be personal in nature and they may not subcontract any rights or duties under this Agreement to any third party without prior written consent.
15. Assignment. The Parties agree not to assign this Agreement, to any other party without the prior written consent of the other Party.
16. Non-Appropriation. This Agreement is subject to the availability of funds to purchase the specified services and may be terminated at any time if such funds become unavailable.
17. Non-Discrimination. The parties hereto agree for themselves, their agents, officials, employees and servants not to discriminate in any manner on the basis of race, color, gender, national origin, age, disability, religion, creed, ethnicity, sexual orientation, gender identity, gender expression, familial status or veterans status with reference to any activities carried out by this Agreement.
18. Notice. The Parties hereto agree and understand that written notice, as identified in section #1 of this agreement, mailed or delivered to the last known address, shall constitute sufficient notice to the County and the Fire Company. All notices required and/or made pursuant to this Agreement to be given to the County and the Provides shall be in writing and mailed to the party addressed as follows:

County:

Director
Emergency Services Department
Orange County
Post Office Box 8181
510 Meadowlands Drive
Hillsborough, NC 27278

Fire Company:

Fire Chief
Orange Grove Fire Company
6800 Orange Grove Road
Hillsborough, North Carolina 27278

19. Entire Agreement. This Agreement, including any referenced attachments, constitutes the entire Agreement between the parties and shall supersede, replace or nullify any and all prior Agreements of understandings; written or oral, relating to the matters set forth herein, and any such prior Agreements or understandings shall have no force or affect whatsoever on this Agreement. The County and the Fire Company have read this Agreement and agree to be bound by all of its terms, and further agree that this Agreement constitutes the complete and exclusive statement of the Agreement between the County and the Fire Company.
20. Severability. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on the other provisions of this Agreement. It is understood by the parties hereto that if any part, term or provision of this Agreement is, by the Courts, held to be illegal or in conflict with any laws of the State of North Carolina or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
21. Governing Law. The laws of the State of North Carolina shall govern all aspects of this Agreement. In the event that it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Orange County, North Carolina. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties.

IN WITNESS WHEREOF, the Orange County and Orange Grove Fire Company have signed this Agreement, effective on the last date this Agreement is signed by both parties as indicated by the dates set forth under signatures below.

For and on behalf of Orange Grove Fire Company

Name

Date

Title

Attest:

Name

Date

Title

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

Clarence Grier, Asst. County Manager/CFO

Date

For and on behalf of Orange County Government

Frank C. Clifton, County Manager

Date

Approved as to technical content

James E. Groves, Director
Emergency Services

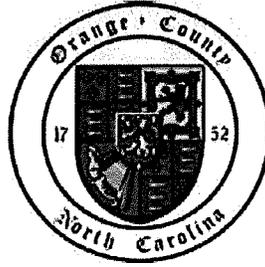
Date

Approved as to form and legal sufficiency

Annette M. Moore, Staff Attorney

Date

Attachment 2



**Comprehensive Assessment of Emergency Medical Services
&
911/Communications Center Operations Study**

Presentation of Study Findings & Recommendations

**To the
Orange County Board of Commissioners**

31 August 2012

**Presented by:
Solutions for Local Government, Inc.**

EMERGENCY MEDICAL SERVICES (EMS)

ISSUES OF CONCERN

Response Time

OCEMS Agency Standards per System Plan:

For Emergency Responses;

..... a Paramedic on scene within 12 minutes 90% of the time

For Non-Emergency Responses;

..... A Paramedic on scene within 15 minutes 90% of the time
Although not acceptable to the referenced standards setting and professional organizations cited, concern can be off-set *somewhat* by effective and timely response from certified BLS personnel; i.e. certified Medical Responders (MR) and Basic level Emergency Medical Technicians (EMT's).

In Orange County, theseare comprised of members of the 12 municipal and community Fire Departments



EMERGENCY MEDICAL SERVICES (EMS)

RECOMMENDATIONS

Issue: Response Time

R-4. Assess Fire Department capabilities necessary to meet MFR Response Time objectives; via independent assessment of call volume, roster, paid vs. volunteer personnel, vehicles, base location(s) past call locations, included map grids, existing funding, and anticipated performance requirements.

R-5a. Schedule and implement Fire Department MFR initiative with included performance requirements.

R-5b. Staff & equip four (4) EMS/QRV's for assignment 12 hours/7 days; with shift start/end times to be determined by EMS.

R-6. Staff & equip three (3) 12 hour/7 day ALS ambulances at appropriate staging/base facility locations proximate to (1) Zones 1 & 2, (2) Zones 7 & 5, and Zones 6 & 8.

R-7. Hire Paramedic Level Shift Supervisor @ 24/7.



**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: FY 2013-2014 Purchase of Vehicles through Vehicle Replacement Internal Service Fund

DEPARTMENT: Financial and Administrative Services, Asset Management Services

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):
Internal Service Fund Vehicle Listing

INFORMATION CONTACT:
Clarence Grier, 919-245-2453
Paul Laughton, 919-245-2152
Jeff Thompson, 919-245-2658
Alan Dorman, 919-245-2627

PURPOSE: To approve the final list of County vehicles to be purchased through the Internal Services Fund established within the FY2013-2014 budget.

BACKGROUND: The Board of County Commissioners initially established the Vehicle Replacement Internal Service Fund during FY 2012-2013 for County vehicle purchases. The Internal Service Fund is an accounting device used to accumulate and allocate costs internally among the functions of the County. All County vehicle purchases will eventually occur through this Fund instead of through departments' operating budgets. The internal service fund centralizes all vehicle purchases, which will improve the ability to monitor vehicle acquisition and associated costs.

In June 2013 staff presented the attached list of vehicles recommended for purchase for FY 2013-2014 and committed to bringing this list back for Board approval in the fall.

The list coincides with and outlines the vehicles approved in the FY 2013-2014 budget and the amounts to be funded with and without debt financing for the BOCC's consideration. The total dollar amount of the vehicles to be purchased will be \$899,416. The vehicles will be purchased with installment financing.

FINANCIAL IMPACT: The financial impact of the purchase of the replacement vehicles is \$899,416.

RECOMMENDATION(S): The Manager recommends that the Board approve the final list of County vehicles to be purchased through the Internal Services Fund established within the FY2013-2014 budget.

Vehicle Replacement - Internal Service Fund

Purpose of Fund

In FY 2012-13, the Commissioner Approved Budget established a second Internal Service Fund, for County vehicle purchases. Internal Service Funds are an accounting device used to accumulate and allocate costs internally among the functions of the County. Historically, the County has used an internal service fund to account for one activity - its employee dental insurance program. With the creation of this Vehicle Replacement Fund, vehicles purchased occur through this fund instead of the departments' operating budgets. The change centralizes vehicle purchases, which increases the effectiveness of vehicle performance and cost monitoring.

Recommendations are founded upon vehicle age, mileage, maintenance costs, fuel efficiency, and departmental mission need. The average age and accumulated mileage of the recommended replacements are 14 years and 140,000 miles, respectively.

Recommended replacement vehicle platforms are the Toyota Prius for administrative, highway and street use; the Chevrolet Captiva for moderate all-terrain use; the Chevrolet All Wheel Drive Equinox for heavy all-terrain use; the Ford Transit Connect for highway utility, service and light cargo use; the Ford F150 (both two and four wheel drive) for heavy utility use with the 4x4 option for heavy all-terrain use for Environmental Health, Emergency Services, and DEAPR missions; and the Chevrolet Tahoe for non-jail law enforcement use. All platforms are evaluated for department mission utility, durability, maintenance standardization, and fuel efficiency.

The list below outlines recommended vehicle requests for FY 2013-14. Pricing is based upon current State Contract rates. During the early fall, staff will provide a complete list of recommended, debt-financed, vehicle purchases, for the BOCC's consideration.

FY 2013-14 Recommended Vehicles

Department	Item Description	Cost
Asset Management Services	Ford Transit Connect – replaces #532 2001 Dodge pick-up	\$24,547
Department of the Environment, Agriculture, Parks and Recreation	Ford F150 4x4 Crew Cab truck – replaces #533 1996 GM truck	\$24,635
	F350 15 passenger van – replaces #424 1999 Dodge passenger van	\$24,181
	F550 Light dump truck – replaces #471 1995 Ford F250 dump truck	\$35,724
Emergency Services	2 Ford F150 4x4 Crew Cab Trucks – Replaces #663 2006 Ford Expedition (destroyed by fire) and #698 2006 Ford Expedition (existing EMS Supervisor); includes aftermarket upfit costs	\$95,206
	Freightliner/Excellance Ambulance to replace aging Wheeled Coach ambulance unit (Emergency Medical Services); includes aftermarket upfit costs	\$236,136

Health	3 Ford F150 4x4 trucks – replaces Environmental Health Ford Rangers #388 (1997), #414 (1998), and #421 (1999)	\$58,216
	Toyota Prius – replaces #455 2000 Dodge Stratus	\$24,045
Housing, Human Rights, and Community Development	Toyota Prius – replaces #498 2000 Dodge Intrepid	\$24,045
Planning and Inspections	2 Chevrolet Captiva Front Wheel Drive vehicles – replaces Ford Rangers #450 (2000) and #464 (2000)	\$38,045
Sheriff	6 Chevrolet Tahoes - replacements for Ford Crown Victoria Interceptors (Non-Jail Operations)	\$140,785
Social Services	4 Toyota Prius – replacements of Chevrolet Cavaliers #381 (1997) and #382 (1997); Chevrolet Malibus #441 (1999) and #442 (1999)	\$96,180
Tax Administration	3 Chevrolet Equinox All Wheel Drive vehicles – replaces Ford Crown Victorias #366 (1997) and #377 (1997); Chevrolet Malibu #444 (1999)	\$77,671
FY 2013-14 Recommended Total:		\$899,416
FY 2013-14 Source of Funds: Short-term Installment Financing/Internal Reserves		\$(899,416)
Net County Cost:		\$ -

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: Change in BOCC Regular Meeting Schedule for 2013

DEPARTMENT: County Commissioners

PUBLIC HEARING: (Y/N)

No

ATTACHMENT (S):

INFORMATION CONTACT:

Donna Baker, 245-2130
Clerk to the Board

PURPOSE: To consider one change in the Board of County Commissioners' regular meeting calendar for 2013.

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

- Add a closed session meeting for Monday, October 7, 2013 at 4:00pm at the Solid Waste Administrative Offices, 1207 Eubanks Road, Chapel Hill, N.C.

RECOMMENDATION (S): The Manager recommends the Board amend its regular meeting calendar for 2013 by:

- Add a closed session meeting for Monday, October 7, 2013 at 4:00pm at the Solid Waste Administrative Offices, 1207 Eubanks Road, Chapel Hill, N.C.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: Employee Benefits and Recommendations for Calendar Year 2014

DEPARTMENT: Human Resources

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

1. 2014 Renewal Option Costs Detail for Active Employees and Pre-65 Retirees
2. September 5, 2013 Employee Benefits Agenda Abstract and Attachments

INFORMATION CONTACT:

Nicole Clark, Human Resources
Director, 245-2552
Diane Shepherd, Benefits Manager, 245-2558

PURPOSE: To consider the County Manager's recommendations for employee health insurance and other benefits for the 2014 calendar year.

BACKGROUND: The County provides employees with a comprehensive benefits plan including County-paid health, dental and life insurance, an employee assistance program, flexible compensation plan and paid leave for permanent employees. Additionally, the County contributes to the Local Governmental Employees' Retirement System and a supplemental retirement plan.

Staff provided information regarding FY 2013-14 employee benefits at the April 11, 2013 work session, during the FY 2013-14 budget process, and at the September 5, 2013 regular Board meeting. The County conducted a Request for Proposals (RFP) process for health insurance administration and requested responses for both a fully insured and self-funded plan. Retiree health insurance was discussed at the June 19, 2013 regular meeting. The FY 2013-14 Approved Budget includes funds for up to an 8.0% (\$226,444) health insurance premium increase effective with the January 1, 2014 renewal.

The sole complete response from the RFP was from the County's current health insurance provider, UnitedHealthcare (UHC). UHC provided proposals for both a fully insured renewal which is approximately a 6.35% increase and self-funded option which results in no increase.

FINANCIAL IMPACT: Attachment 1 includes the health insurance renewal options and associated costs.

RECOMMENDATION(S): The Manager recommends that the Board approve Option 2, the self-insured health insurance option with an increase in the Health Savings Account contribution for employees to \$118 per month effective January 1, 2014, and direct the Manager to sign the necessary documents to execute the contract.

COMPARISON OF 2013 AND 2014 PLANS

Fully Funded Monthly Premiums

Point Of Service	Total		County		Employee		
	2013	2014	2013	2014	2013	2014	Difference
Individual	\$ 631.18	\$ 677.99	\$ 631.18	\$ 677.99	\$ -	\$ -	\$ -
Ind + Child	\$ 1,022.52	\$ 1,098.35	\$ 777.72	\$ 777.92	\$ 244.80	\$ 320.43	\$ 75.63
Ind+ Sp	\$ 1,331.80	\$ 1,430.57	\$ 907.71	\$ 907.94	\$ 424.09	\$ 522.63	\$ 98.53
Ind + Fam	\$ 1,893.54	\$ 2,033.97	\$ 1,143.81	\$ 1,144.11	\$ 749.73	\$ 889.86	\$ 140.12

HDP & HSA	Total		County		Employee		
	2013	2014	2013	2014	2013	2014	Difference
Individual	\$ 613.25	\$ 635.30	\$ 613.25	\$ 635.30	\$ -	\$ -	\$ -
Ind + Child	\$ 929.54	\$ 951.68	\$ 777.72	\$ 799.82	\$ 151.82	\$ 151.86	\$ 0.04
Ind+ Sp	\$ 1,179.51	\$ 1,201.73	\$ 907.71	\$ 929.84	\$ 271.80	\$ 271.89	\$ 0.08
Ind + Fam	\$ 1,633.55	\$ 1,655.90	\$ 1,143.81	\$ 1,166.01	\$ 489.74	\$ 489.89	\$ 0.14

Self-Insured Monthly Costs

Point Of Service	Total		County		Employee		
	2013	2014	2013	2014	2013	2014	Difference
Individual	\$ 631.18	\$ 631.18	\$ 631.18	\$ 631.18	\$ -		\$ -
Ind + Child	\$ 1,022.52	\$ 1,022.52	\$ 777.72	\$ 792.62	\$ 244.80	\$ 229.90	\$ (14.90)
Ind+ Sp	\$ 1,331.80	\$ 1,331.80	\$ 907.71	\$ 922.61	\$ 424.09	\$ 409.19	\$ (14.90)
Ind + Fam	\$ 1,893.54	\$ 1,893.54	\$ 1,143.81	\$ 1,151.55	\$ 749.73	\$ 741.99	\$ (7.74)

HDP & HSA	Total		County		Employee		
	2013	2014	2013	2014	2013	2014	Difference
Individual	\$ 613.25	\$ 628.15	\$ 613.25	\$ 628.15	\$ -	\$ -	\$ -
Ind + Child	\$ 929.54	\$ 944.44	\$ 777.72	\$ 792.62	\$ 151.82	\$ 151.82	\$ -
Ind+ Sp	\$ 1,179.51	\$ 1,194.41	\$ 907.71	\$ 922.61	\$ 271.80	\$ 271.80	\$ -
Ind + Fam	\$ 1,633.55	\$ 1,648.45	\$ 1,143.81	\$ 1,158.71	\$ 489.74	\$ 489.74	\$ -

COPY**ORANGE COUNTY
BOARD OF COMMISSIONERS****ACTION AGENDA ITEM ABSTRACT****Meeting Date:** September 5, 2013**Action Agenda
Item No.** 7-a**SUBJECT:** Employee Benefits Updates and Preliminary Recommendations Regarding
Calendar Year Benefits for 2014**DEPARTMENT:** Human Resources**PUBLIC HEARING: (Y/N)****ATTACHMENT(S):**

1. Benefits Report
2. 2014 Renewal Option Costs Detail for
Active Employees and Pre-65 Retirees
3. Health Insurance History
4. Benefits Survey Responses by
Jurisdiction
5. Benefits Presentation

INFORMATION CONTACT:

Nicole Clark, Human Resources
Director, 245-2552
Diane Shepherd, Benefits Manager, 245-
2558

PURPOSE: To receive information and provide feedback to staff on employee pay and benefits for calendar year 2014.

BACKGROUND: The County provides employees with a comprehensive benefits plan including County-paid health, dental and life insurance, an employee assistance program, flexible compensation plan and paid leave for permanent employees. Additionally, the County contributes to the Local Governmental Employees' Retirement System and a supplemental retirement plan.

Staff provided information regarding FY 2013-14 employee benefits at the April 11, 2013 Board work session and during the FY 2013-14 budget process. The County conducted a Request for Proposals (RFP) process for health insurance administration and requested responses for both a fully insured and self-funded plan. Retiree health insurance was discussed at the June 19, 2013 regular meeting. The FY 2013-14 Approved Budget includes funds for up to an 8.0% (\$226,444) health insurance premium increase effective with the January 1, 2014 renewal. An overview of current benefits and proposed changes to health benefits are discussed in Attachment 1.

UnitedHealthcare has provided options for the 2014 employee health insurance benefits, including the renewal of the existing 2013 fully insured plan and a self-insured option. Attachment 2 provides cost details of current and alternate plan designs. A recommendation to consider and approve the self-insured option will be presented at the September 17, 2013 Board of County Commissioners' Regular Meeting.

Additional information regarding Orange County benefits is found in Attachment 3. An overview of County benefits compared to other jurisdictions is found in Attachment 4.

FINANCIAL IMPACT: Attachment 2 includes the estimated costs of the health insurance options.

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

1. Discuss employee insurance benefits for calendar year 2014; and
2. Provide direction to staff regarding consideration and approval of the options as presented by staff and Mark III Employee Benefits at the September 17, 2013 Board of County Commissioners' Regular Meeting.

Attachment 1

BENEFITS REPORT

The County benefits package helps attract and retain employees as evidenced by comments from employees at orientations, exit interviews and surveys. Benefits are a key component of total compensation, providing approximately 40% of a permanent employee's total compensation package.

Open Enrollment dates are scheduled for October 14 – October 28, 2013 with an effective date of January 1, 2014. Communications include presentations at the Employee Relations Consortium and to departments; written and email correspondence sent to employees describing the 2014 plan designs; and multiple enrollment meetings.

The following pages describe recent activities and considerations for 2013.

Topic	Page
Enrollment Highlights	A-2
Health Insurance	A-4
Wellness Activities 2012-13	A-7
Supplemental Retirement Benefits	A-9
Flexible Compensation Plan and Health Savings Accounts	A-10
Dental Insurance	A-12
Vision Benefits	A-13
Other Insurance Benefits	A-14
Employee Assistance Program (EAP)	A-15
Proposed Timeline of Renewal and Open Enrollment Activities	A-16

Plan Year Enrollment Highlights and UnitedHealthcare Activity

Open Enrollment Highlights as of January 1, 2013

Health Insurance Enrollments

	2011	2012	2013
Traditional Plan	n/a	610	605
High Deductible Plan	n/a	187	197
Total Health Plan Participation	n/a	797	802
Health Savings Account (employee contribution)	n/a	81	89
Waived Health Insurance	20	22	21

Annual Optional Benefits New Enrollments

Benefit	2012	2013
Medical Flexible Spending Account	165	132
Dependent Care Spending Account	11	16
Community Eye Care	369	42
Accident Insurance	114	36
Critical Illness	79	23
Disability	97	18
Whole Life	55	18

Annual Employee Flu Shot Clinic Participants

2010	2011	2012
204	169	225

UnitedHealthcare Activities and Programs

Date(s)	Event
12/13/12	Town Hall Meeting
1/24/13	Health and Wellness Website Demonstration
2/12-2/14/13	Know Your Numbers Biometric Screenings
3/28/13	Health Care Cost Estimator
4/25/13	Demystifying Your Pharmacy Benefits
5/23/13	Fitting Fitness Into a Busy Day & Sportsplex Tour
6/27/13	Sun Protection and Skin Damage
9/26/13	Avoiding Burnout Presentation

Health Assessment Participants

2012	2013
334	457

HEALTH INSURANCE

Currently the County offers two fully insured health insurance plans contracted through UnitedHealthcare. Over 75% of employees participate in the Point of Service (POS) Choice Plus plan, which is frequently referred to as a traditional plan. The second plan is a High Deductible Health Plan paired with a Health Savings Account. Both plans allow services in and out of network. A history of employees enrolled in each plan, rate changes and plan changes to the health insurance are on the following pages.

Both health insurance plans provide coverage for health care services but have the most value in the event of catastrophic illness or injury. Changing health insurance companies and plan designs provided the County an opportunity to encourage healthy behaviors that can lead to lower long-term health insurance costs. UnitedHealthcare incentive programs to improve employee health are discussed in the Wellness Section below.

The 2013 plan options available are a) Point of Service Plan (POS), referred to as a traditional plan because of its co-pays, deductible and co-insurance, and b) a High Deductible Plan (HDP) which is paired with a Health Savings Account (HSA). Health Savings Accounts provide a way to pay for medical expenses during the plan year, and in the future with portable, tax-advantaged funds. The premium for the POS is more expensive than the HDP. When Orange County implemented the High Deductible Plan in 2012, the County contributed the full difference between premiums to a Health Savings Account for employees electing the lower-cost HDP. In 2013, the County maintained the 2012 contribution of \$1,237.20 (\$103.10/month) to the HSA.

The charts below provide additional information regarding the two plans. Each plan offers advantages and disadvantages to employees, depending on the individual or family health care needs.

Comparison of 2013 Orange County Health Plans

	Traditional Plan: Point of Service Plan Choice Plus POS	High Deductible Plan/ Health Savings Account Definity HSA
100% covered preventive care	Yes	Yes
Co-Pays for Office Visits and Prescriptions	Yes, \$20 primary care and \$40 specialist	No; 100% co-insurance until the deductible is met
Deductible	\$500/individual, \$1,500/family, exclusive of prescriptions and office visit co-pays	\$1,500/individual, \$3,000/family
County contribution to deductible and co-insurance	None	Yes, in 2013 \$1,237.20 contributed to Health Savings Account
Co-Insurance (after the deductible is met)	\$1,000 individual, \$3,000 family, exclusive of prescriptions and	Yes, \$2,000 for individual and family

	office visit co-pays	
	Traditional Plan: Point of Service Plan	High Deductible Plan/ Health Savings Account
	Choice Plus POS	Definity HSA
Maximum Out of Pocket	\$1,500 individual \$4,500 family	\$3,500 individual \$4,500 family
Out of network providers available	Yes	Yes
Flexible Spending Account	Medical FSA (\$2,500 maximum) and child/dependent care FSA (\$5,000 maximum)	Child/dependent care FSA (\$5,000 maximum)
Health Savings Account	Not available	\$3,250 maximum/individual \$6,250 maximum/family

The plan funding provides the same County contribution regardless of the plan an employee selects, within each option. In 2012, the County contributed \$1,237.20 to a health savings account on behalf of each employee who enrolled in the High Deductible Plan. This was a significant factor in the success of the High Deductible Plan, with over 20% of employees enrolling during the first year and a 6% increase in enrollment from 2012 to 2013.

Dependent Coverage

The County currently pays the cost of coverage for employees and retirees for both the HDP and POS plans. The County also subsidizes the premium cost for the employee's and pre-65 retiree's dependent coverage at 52%, based on the lower priced plan (currently the HDP plan). Continuation of the subsidy at this level maintains a "family friendly" feature of employment with Orange County.

Employee cost for dependent coverage is directly tied to the total cost of the lower-priced HDP/HSA. The more the County contributes for the individual HDP/HSA, the lower the employee cost for dependent coverage. Employees with dependents who elect the POS have significantly higher premiums, but may have lower out of pocket costs for health care services.

2014 Options

The Fiscal Year 2013-14 budget approved up to an 8% increase in health care premiums (six months of benefits). A competitive bid process was conducted for the 2014 plan year and included requests for pricing for fully insured and self-funded plans. Four insurance carriers provided responses, but only UnitedHealthcare provided a firm response for both fully-insured and self-insured options. The renewal information presented by Mark III is based on 17 months of claims, from January 2012 to May 2013.

The UnitedHealthcare quote for renewal of the current Point of Service (POS) and High Deductible Plan with Health Savings Account (HDP) was approximately 106.4% of current premiums. The self-insured option with our current plan design would cost the same as 2013.

Employees will see no change in coverage and/or network providers as a result of this bid. The self-insured option allows the County to increase its contribution to the Health Savings Account, resulting in lower employee dependent cost. An increase to the HSA would also reduce the discrepancy between the cost of the individual plans.

Comparison of POS and HSA/HDP Individual Costs

Annual POS Premium	Annual HDP Premium	Annual Health Savings Account Contribution	Difference
\$7,574.16	\$6,121.80	\$1,237.20	\$215.16
\$7,574.16	\$6,121.80	\$1,416.00	\$36.36

Staff presents options for health insurance with UnitedHealthcare on the following pages. As a rule, whenever premiums increase, employees and retirees with dependent coverage face increased costs because they contribute to the cost of dependent care.

Option 1, the renewal of the current two plans, a Point of Service Plan (POS) and a Health Savings Account/High Deductible Health Plan, is lower than the FY 2013-14 health insurance budget. The renewal is a fully-insured plan, with the County continuing to pay premiums for each member. Health care reform now requires the inclusion of POS co-pays towards deductibles and co-insurance limits.

Option 2 is a self-insured plan. The County will pay claims costs, administrative fees, and re-insurance fees. Overall, the costs associated with health care reform with self-insured plans are lower than fully-insured plans. This option also includes increased County contribution to the Health Savings Account for those who elect the High Deductible Plan.

Self-Funding

As a fully-insured plan, the County would continue to pay a premium for health insurance, and would bear no additional risk. If claims exceed the amount of premiums paid, UnitedHealthcare pays the cost of those claims. If the County is self-insured, the County pays all claims as well as additional stop-loss insurance.

Self-funding allows greater flexibility in addressing the specific health care needs of Orange County employees and retirees. An insurance carrier providing fully insured coverage is limited by standardized plans approved by the North Carolina Department of Insurance.

The total cost for administrative fees, re-insurance (stop loss coverage) and fees associated with health care reform would be the same as 2013 premiums. Wellness programs would become an important element of cost containment with savings being transferred to the County and employees.

WELLNESS ACTIVITIES 2012-2013

Research has shown that every dollar spent on wellness activities generates at least \$3 in return. Fewer sick days, increased productivity, and greater ability to deal with stress are all common results of wellness programs. A healthier workforce results in greater productivity and employee satisfaction as well as lower health insurance costs.

Investing in preventive screenings for high blood pressure and cholesterol can reduce health care costs. Employees have shown their willingness to engage in healthy, or healthier, activities to keep health insurance benefits at current levels and minimize both their costs and County costs. UnitedHealthcare funds onsite biometric screenings, employee newsletters, payroll stuffers and promotional posters. The UnitedHealthcare SimplyEngaged® programs offer employees incentives in the form of gift cards for completing an online health assessment, and for participating in both online and telephone health counseling.

Highly discounted membership rates for the Orange County SportsPlex continue to be a popular wellness benefit for employees. Currently 212 employees are members, a 2% increase over 2012's membership of 208.

Below is a list of wellness activities and programs between October 2012 and August 2013.

1. Flu Clinics

The Human Resources Department again partnered with the Health Department to provide two flu clinics in 2012. The immunizations are no cost to employees as part of their preventive health benefit. 225 employees were immunized at the 2012 Flu Clinics, a 41% increase over 2011. Flu Clinics will be held in October 2013, one in Chapel Hill and one in Hillsborough.

2. Biometrics Screenings, Health Assessment and Health Coaching

UnitedHealthcare sponsored biometric screenings in February 2013, and 224 employees learned their numbers related to blood pressure, blood glucose, and cholesterol. 457 employees, retirees and their spouses/domestic partners completed the online health assessment between January 1 and July 31, 2013. Access to the health assessment will continue whether fully-funded or self-insured.

After completing the health assessment, employees were able to enroll in one or more online health coaching programs related to exercise, stress, weight loss, tobacco cessation and others.

3. SportsPlex Membership

Employees are reminded annually about the Orange County SportsPlex discount, and periodic postings are placed on the employee intranet home page. New employees are informed about the discount at employee orientation, and the SportsPlex rates and schedules are on the County's Wellness Web page. Representatives attend the Employee Wellness Lunch (below), assist with National Nutrition Month activities and provide occasional onsite classes.

4. Employee Appreciation and Wellness Lunch – May 2013
Over 270 employees attended and approximately 190 participated in activities such as yoga, bean bag toss, bocce ball, disc golf, recipe sharing and others. Orange County SportsPlex representatives taught a Zumba and stretch band mini-class and UnitedHealthcare representatives, Emergency Services, smoking cessation coaches and other health related activities were available. 775 lunches were served to employees eating in and dining out.
5. In Tune Stress Management Challenge
Over 90 employees participated in a stress management challenge in June/July 2013.
6. National Nutrition Month Activities and Challenges
The Health Department took the lead in arranging exercise classes and a health challenge during March 2013.
7. Nutritional Counseling
The County Health Department continues to publicize its nutritional counseling and diabetes self-management program to employees. Employees can use funds from either their Health Savings Account or Medical Spending Account for these services.
8. Cubicle Crunch “Flash Mob” and Friday Dance Day
Employees throughout the County completed a stretch or dance routine on a designated Friday morning in June and July.
9. Smoking Cessation Opportunities
As part of the Smoke Free Orange County regulations implemented in January 2013, the Health Department arranged a number of smoking cessation opportunities.
10. Mini-Grants
As part of FY 2013-14 budget, mini-grants were available to groups of employees participating in healthy activities. Four grants have been submitted as of August 15, two for County Co-Ed Rec softball teams, and one to provide lunches at employee smoking cessation classes; and a third to encourage Department on Aging employees to become more active.

SUPPLEMENTAL RETIREMENT CONTRIBUTIONS

Orange County contributes \$715 per year (\$27.50 per pay period) to either a 401(k) or a 457(b) Supplemental Retirement Account for each permanent employee. Employees can designate one of three Plans: Prudential 401(k), ICMA-RC 457, or Nationwide 457 for the County's contribution and may elect to make a payroll deduction up to legal limits. The \$715 per employee is approximately \$543,000 over twelve months. The County does not pay any Social Security/Medicare taxes on these contributions, for a payroll savings of \$41,000 over twelve months.

Effective July 1, 2013, the County matched employee contributions for up to an additional \$1,200 per year (\$50 semi-monthly). This had a significant impact on employee contributions because many employees recognized the value in doubling their investment. The chart below shows employee contributions to all supplemental retirement plans from 2010 (when the contribution was suspended) to present.

	Monthly Employee Contribution to All Plans	Annualized Employee Contribution to All Plans
2010	\$32,203	\$386,436
2011	\$37,638	\$451,656
2012	\$38,360	\$460,320
2013	\$73,678	\$884,136

Because the County does not pay Social Security or Medicare tax on the majority of these contributions, there is a savings of approximately \$60,000 annually in payroll taxes. Employee contributions to the Roth 401(k), totaling \$105,000 annually, are taxed at the time of the payroll deduction, and do not provide any tax savings to either the employee or the County.

FLEXIBLE COMPENSATION PLAN AND HEALTH SAVINGS ACCOUNTS

The County provides a Section 125 Flexible Compensation Plan administered by Tucker Administrators, with a plan year from January 1 to December 31. This Plan consists of a) tax sheltering of health and dental premiums and b) two Flexible Spending Accounts (a medical spending account and dependent/child care spending account).

The Spending Accounts enable employees to contribute money on a pre-tax basis to a separate account to be used for certain medical expenses or dependent care. Employees and the County save money because no income or Social Security taxes are deducted from contributions made to the Flexible Spending Account(s). Employees may contribute a maximum of \$2,500 to the Medical Spending Account and up to \$5,000 to the Dependent/Child Care Spending Account in 2013 and these amounts remain unchanged for 2014.

When the High Deductible Plan/Health Savings Account began in 2012, the grace period associated with the Flexible Spending Account (medical) was discontinued to create a greater distinction between the two plans. This grace period allows employees to continue using funds that have accrued during the Plan Year, for up to two and a half months after the Plan Year ends.

As part of the High Deductible Plan, employees may contribute to a Health Savings Account at either the Local Government Federal Credit Union or the State Employees' Credit Union. The federal government limits the annual amount contributed on an employee's behalf. In 2014, the maximum contributions are \$3,300 (individual) or \$6,550 (family). In both 2012 and 2013, the County contributed \$1,237.20 for each employee participating in the High Deductible Health plan, which counted towards the maximum contributions above. By making this contribution, the County was paying approximately the same annual cost per employee, regardless of the health plan. Increasing the Health Savings Account contribution continues the philosophy of treating employees as equitably as possible, regardless of health insurance plan selected.

Every \$100 employees contribute to a Flexible Spending Account or Health Savings Account saves the County \$7.65 in Social Security taxes. In 2013, employees' expected contributions of \$290,000 to these accounts will result in approximately \$22,000 tax savings for both the County and employees.

Number of Employees Contributing to Accounts

Type of Account	2008	2009	2010	2011	2012	2013
Child Care Spending Account	12	12	12	10	13	16
Medical Spending Account	95	138	178	214	170	132
Health Savings Account	n/a	n/a	n/a	n/a	83	89

DENTAL INSURANCE

The County provides a self-insured dental plan through Delta Dental of North Carolina. The County pays all costs for employee coverage (claims and an administrative fee to Delta Dental). Dental claims are paid according to Delta Dental's standard reimbursement rates. Previously, the County paid claims according to a unique Orange County Table of Allowances that was often confusing to employees and their providers. Beginning in 2009 until 2012, the County gradually increased its reimbursement levels for services with the goal of matching the Delta Dental maximum payable rates. This transition has reduced employees' out of pocket dental expenses, minimized confusion and provided greater satisfaction with the dental coverage.

Employee Dental Insurance is budgeted as part of departmental personnel costs. The \$24.30 charge includes a monthly administrative fee of \$2.80/month per employee and a projected premium to cover claims. Employees pay the full cost of any dependent coverage.

At the end of FY 2012-13, the dental plan's fund balance was approximately \$128,000.

VISION BENEFITS

The County offers employees and eligible dependents two options for vision care. As a part of their overall plan, UnitedHealthcare members are eligible for one routine eye exam every other year. Members in the traditional Choice Plus plan are subject to a \$20 co-pay. Vision services for those in the High Deductible plan are subject to the deductible and co-insurance.

In addition to the coverage provided by UnitedHealthcare, employees may purchase a separate vision plan through Community Eye Care. Employees who enroll pay a premium on a pre-tax basis. The plan includes a routine eye exam for a \$20 co-pay and an \$150 allowance for eyeglasses or lenses.

413 employees are currently enrolled in the Community Eye Care vision plan. There are no changes anticipated for 2014.

OTHER INSURANCE BENEFITS

The County continues to provide term life insurance for all permanent employees at no cost to the individual employee. MetLife has provided this coverage with no increase in price since 2007. The monthly rate of \$.225 per \$1,000 of coverage (up to \$50,000) was renewed last year for a three year term ending December 31, 2014. Employees may purchase group discounted term life insurance for themselves, spouse/domestic partner and/or children.

Employees may elect additional income protection paid through payroll deductions. Employees benefit from group purchasing if they wish to purchase whole life insurance, Accident Insurance, Critical Illness (including cancer), and/or Short Term Disability. In 2011, the County changed its provider from Colonial Insurance for all products to Mark III recommended providers.

Participants in each of the supplemental benefits is shown below.

Number of Supplemental Benefits Policies

Product	Current Carrier	2009	2010	2011	2012	2013
Short Term Disability	AUL (American United Life)	62	91	136	199	214
Critical Illness/Cancer Insurance	Continental American	17	21	92	150	162
Life Insurance (Whole Life)	Boston Mutual	4	2	53	95	101
Accident Insurance	Continental American	9	16	45	142	181
Total Policies		110	141	326	586	658

A change to Short Term Disability in 2013 allowed employees enrolling for the first time to have a benefit of \$1,000/month (increased from \$500) of coverage without an extensive review process.

There are no changes to these benefits effective January 1, 2014.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Magellan Behavioral Health provides the County's EAP for County employees and their dependents. The EAP provides confidential assessment and counseling services, 24/7 emergency services, and legal consultation. It also serves as a complement to services provided through the County Health Plan at no cost to employees or their dependents.

The current contract ends December 31, 2013. The County has budgeted \$15,500 for the Employee Assistance Program in Fiscal Year 2013-14.

As part of its health insurance plans, UnitedHealthcare provides an employee assistance program, Care 24 ® as part of the premium and the administrative fee if the County is self-insured. Services consist of three counseling sessions, legal and financial telephone consultations, and six hours of employee training programs. Care 24 ® services are only available to employees enrolled in the UnitedHealthcare plans.

PROPOSED TIMELINE OF RENEWAL AND OPEN ENROLLMENT ACTIVITIES

Action	Date
Initial presentation of health insurance renewal to Commissioners	September 5
Commissioners' decision regarding renewal of health insurance	September 17
Employee Relations Consortium meeting (discussion of renewal)	September 18
Mandatory mailing to all employees regarding health exchanges to include details of Open Enrollment	September 23
Open Enrollment	October 14-28
Employee/Retiree Flu Clinics	October 18 and 25
Employee Financial Health Day	October 22
New 2014 benefits payroll deductions begin	December 6

Monthly Costs of Current Plans and 2014 Renewal Options

	Plan	Type of Coverage	Total Premium	County Pays	Employee Pays
2013 Plans	Point of Service	Individual	\$ 631.18	\$ 631.18	\$ -
		Ind/Children	\$ 1,022.52	\$ 777.72	\$ 244.80
		Ind/Spouse	\$ 1,331.80	\$ 907.71	\$ 424.09
		Family	\$ 1,893.54	\$ 1,143.81	\$ 749.73
	High Deductible Plan/Health Savings Acct. \$ 103.10	Individual	\$ 613.25	\$ 613.25	\$ -
		Ind/Children	\$ 929.54	\$ 777.72	\$ 151.82
		Ind/Spouse	\$ 1,179.51	\$ 907.71	\$ 271.80
		Family	\$ 1,633.55	\$ 1,143.81	\$ 489.74
2014 Renewal (5.8% increase in premiums)	Point of Service	Individual	\$ 677.99	\$ 677.99	\$ -
		Ind/Children	\$ 1,098.35	\$ 777.92	\$ 320.43
		Ind/Spouse	\$ 1,430.57	\$ 907.94	\$ 522.63
		Family	\$ 2,033.97	\$ 1,144.11	\$ 889.86
	High Deductible Plan/Health Savings Acct. \$ 125.00	Individual	\$ 635.30	\$ 635.30	\$ -
		Ind/Children	\$ 951.68	\$ 799.82	\$ 151.86
		Ind/Spouse	\$ 1,201.73	\$ 929.84	\$ 271.89
		Family	\$ 1,655.90	\$ 1,166.01	\$ 489.89
Option 1 Self-Insured (no increase in costs)	Point of Service	Individual	\$ 631.18	\$ 631.18	\$ -
		Ind/Children	\$ 1,022.52	\$ 777.72	\$ 244.80
		Ind/Spouse	\$ 1,331.80	\$ 907.71	\$ 424.09
		Family	\$ 1,893.54	\$ 1,143.81	\$ 749.73
	High Deductible Plan/Health Savings Acct. \$103.10	Individual	\$613.25	\$ 613.25	\$ -
		Ind/Children	\$929.54	\$ 777.72	\$ 151.82
		Ind/Spouse	\$1,179.51	\$ 907.71	\$ 271.80
		Family	\$1,633.55	\$ 1,143.81	\$ 489.74
Option 2 Self-Insured (increased contribution to Health Savings Account)	Point of Service	Individual	\$ 631.18	\$ 631.18	\$ -
		Ind/Children	\$ 1,022.52	\$ 799.62	\$ 222.90
		Ind/Spouse	\$ 1,331.80	\$ 922.61	\$ 409.19
		Family	\$ 1,893.54	\$ 1,158.71	\$ 734.83
	High Deductible Plan/Health Savings Acct. \$118.00	Individual	\$628.15	\$ 628.15	\$ -
		Ind/Children	\$944.44	792.62	\$ 151.82
		Ind/Spouse	\$1,194.41	\$ 922.61	\$ 271.80
		Family	\$1,648.45	\$ 1,158.71	\$ 489.74

**Summary of Health Insurance Participation and Plan Changes 2008-2013
As of August 2013**

Plan Year	Plan Design Changes	% Increase in Total Premium	Membership	# Covered
2013	Enhanced Point of Service plan by reducing prescription co-pays and included lab work and minor surgery in office visit co-pay	8.51% budgeted	Active POS	617
			Active HDP	195
			Retiree POS	139
			Retiree HDP	4
			Post-65	170
			Total	1,125
2012	New carrier: UnitedHealthcare, and two new plans, High Deductible Plan/Health Savings Account and Point of Service. Increased costs including higher deductibles and co-insurance/co-payments. \$2500 allowance for hearing aids, increased therapy visits.	8.64%	Active POS	612
			Active HDP	188
			Retiree POS	125
			Retiree HDP	7
			Post-65	147
			Total	1,079
2011	\$1000 allowance for hearing aids Mental health visits covered at 100% Opened dependent status to all children up to age 26	6.50%	Active HMO	693
			Active PPO	112
			Retiree HMO	127
			Retiree PPO	15
			Post-65	129
			Total	1,076
2010	Provided \$0 generics Increased Physical Therapy visits by 50% Added 100% covered visits to Convenience Care Clinics Removed student status criteria for children over 19	2.50%	Active HMO	730
			Active PPO	102
			Retiree HMO	121
			Retiree PPO	13
			Post-65	109
			Total	1,075
2009	Added Health Advisor program "Right-priced" premiums based on claims & co-insurance so HMO became more costly plan	7.90%	Active HMO	743
			Active PPO	80
			Retiree HMO	94
			Retiree PPO	11
			Post-65	92
			Total	1,020
2008	Increased Office Visit co-pays from \$10/\$20 to \$15/\$30 Added Employee/Child tier	9.70%	Active HMO	752
			Active PPO	46
			Retiree HMO	75
			Retiree PPO	13
			Post-65	unavailable
			Total	886

Summary of Benefits Provided by Other Jurisdictions

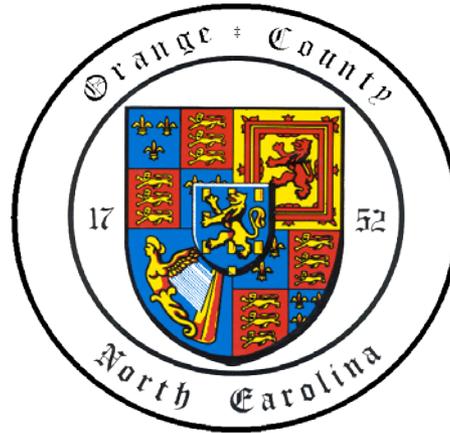
		Orange County	Carrboro	Cary	Hillsborough	Mebane	OWASA	Alamance County	Chatham County	Durham County	Durham City	Person County	Guilford County
Medical Insurance	Percent paid for Employee Coverage	100% for both POS and High Deductible Plan	100%	95%	5% of premium (PPO) \$0 HDP HDP is only plan available to employees hired after 7/1/12	100%	100%	100%	100%	100% of Core Level Coverage IF employee gets Health Risk Assessment - if not, Co. pays 95% of Basic Level	94% (Core Level Coverage)	100% POS Plan	93%
	Percent paid for Family Coverage	52% of amount after individual premium is paid	50% towards dependent coverage	50%	0%	0	50%	0%	None	50% of the cost towards dependent coverage	72% (Core Level Coverage)		53% after individual premium is paid
	Primary/Specialist Copay	\$20/\$40 (POS) Co-insurance (HDP)	\$10/\$20	Core-\$20/\$40 Basic--\$25/\$50	\$20/\$30 (PPO)	\$15/\$25	\$10/\$20	20% in-network co-insurance	\$15/\$25 (In-network); 70% after deductible (Out-of-network)	Basic-\$25/\$50 Core-\$20/40 Premium-\$15/\$30	\$20/\$40	\$20/\$40	\$20/\$35
	Urgent Care/ER Copay	\$30/\$150	\$20/\$150	Urgent Care \$20 (Core), \$25 (Basic) ER \$150 first visit, \$450 subsequent visits	\$100	\$15/\$100	\$20/\$150	20% in-network co-insurance	\$25/\$150 (In-network and Out-of-network)	Urgent Care Copay same as office visit copays above - All plans have a \$150 ER copay	\$20/\$300	40% after deductible	\$35/\$75
	Plan Deductible (Individual/Family)	\$500/\$1000 (POS) \$1500/\$3000 (HDP)	\$500/\$1000	no deductibles	\$400/\$800 (PPO) \$2,400/\$4,800 (HDP)	\$300/\$600	\$500/\$1,000	\$300/\$400 ind. \$600/\$900 family	\$150/\$300 (In-network); \$5000/\$1000 (Out-of-network)	Basic-\$1000 Core-\$500 Premium-\$250	\$750/\$1,500	\$1000/\$2000 POS	\$200 in network
	Plan Coinsurance (Individual/Family)	80% (POS) 80% (HDP)	90% for hospital services	80% (Core), 70% (Basic)	85% PPO 80% HDP	90% for hospital services	100%	20% in-network co-insurance	\$2000/\$6000 (In-network); \$6000/\$9000 (Out-of-network)	Basic-80% Core-80% Premium-90%	\$2,000/\$4,000	\$2,000/\$4,000	90%
	HSA or HRA contribution	\$1237.20 max		Basic Only: \$400 to flex account	\$1,430 max				None	None			None
	Max out-of-pocket (Individual/Family)	\$1,500/\$4,500 (POS) \$3,500/\$5,000 (HDP)	\$1000/\$2000	Basic--\$2,500/\$5,000 Core--\$4,000/\$8,000	\$1,500/\$3000 (PPO) \$4,000/\$8,000 (HDP)	\$1,000/\$2,000	\$500/\$1,000	\$2000/\$4000	\$2000/\$6000	Basic-\$3000/\$6000 Core-\$2000/\$4000 Premium-\$1000/\$2000	\$2,750/\$5,500	\$3000/\$6000	\$2,000/\$4,000
	Rx Co-pay (Generic/Preferred Brand/ Non-Preferred Brand/ Specialty)	\$4/\$25/\$45 (POS) 80% after deductible (HDP)	\$10/\$25/\$40 w/25% coinsurance on specialty meds for a max of \$100	Core--\$0/\$25/\$50/\$0 Basic--\$0/\$30/\$50/\$0	\$5/\$20/\$40 (POS) 80% after deductible (HDP)	Mail Order: \$10/\$50/\$115 Retail: \$5/\$20/\$40	\$10/\$25/\$40/\$75	10%/20%/30%	\$10/\$30/\$45/75%	\$0 copay for generics for all plans Basic-\$30/50 Core-\$25/\$50 Premium-\$20/\$35	\$0/\$30/\$45	\$10/\$45/\$60/25%	\$7/\$35/\$50/\$65 (Nexium)
Retiree Medical Coverage (Pre-65)	Same coverage options Requires 10 years of total service prior to 7/1/12 or 20 years continuous service if hired on or after 7/1/12 for 100% coverage. May be eligible for 50% coverage if disabled or over 65 at retirement with 5 or 10 years of service as active employees. Same premiums	Same coverage as active employees	Same benefits for retirees. Must have 15 yrs of svc to be eligible for 50% subsidy towards individ premiums. Amt of subsidy goes up 5% for each add'l year. At 25 yrs. rcvs 100% subsidy towards individ premium	None	Continuation of medical benefits for City employees who have completed 15 years of service with the City, have retired directly from City service with eligibility for immediate retirement benefits, and elect to receive immediate payment of benefits under the plan.	Same coverage options as active employees-- does not extend to dependents. OWASA's premium contribution is based on years of service and age at time of retirement. 10 years of service at age 60 = 50% 15 years of service at age 60 = 75% 20 years of service at age 60 or 30 years of service at any age =100%	Same coverage options If hired before 7/1/05, 100% paid coverage. Requires 10 years of total service on or after 7/1/05 @ 50% cost of coverage, 15 years service @ 75%, 20 years service @ 100%.	Same coverage options as active employees-- does not extend to dependents; premium contribution is based on years of service and age at time of retirement	Hired before 7/1/2006: 100% of premium for employees retiring with 20 or more yrs. of service. Hired 7/1/2006 or thereafter 100% of premium for employees retiring with 30 or more yrs. of service. The retiree pays 100% of dependent cost. Retirees must complete HRA to get Co. contribution of 100%-cost of Core premium; otherwise Co. pays 95% of Basic option.	Same coverage as active employees 10-15 Yrs 50% Subsidy 15-20 Yrs 75% Subsidy 20+ Yrs = 100% Subsidy	County pay 50% after 20 years, 75% after 25 years, and 100% after 30 years	Discontinued eligibility for future contributions to new hires eff. 7/1/09, but still have retirees on the plan. Set up retirement health savings plan for new employees; no other retiree health benefits All County retiree health contributions were held flat moving forward.	
Retiree Medical Coverage (Post-65)	100% of Medicare Part D and Plan F Requires 10 years of total service prior to 7/1/12 or 20 years continuous service if hired on or after 7/1/12 for 100% coverage. Eligible for 50% coverage if disabled or age 65 at retirement.	Medicare supplement plan	Post-65 are enrolled in Medicare Part D and Medicare supplement coverage. Subsidy % is the same and is applied to the cost of their supplement choice	None	Medicare supplement plan	Part D and Plan J Employer Contribution based on years of service and age at the time of retirement 10 years of service at age 60 = 50% 15 years of service at age 60 = 75% 20 years of service at age 60 or 30 years of service at any age =100%	100% paid coverage in Medicare Advantage Plan If hired before 7/1/05. Requires 10 years of total service on or after 7/1/05 @ 50% cost of coverage, 15 years service @ 75%, 20 years service @ 100%.	Refer to our plan's (Blue Cross Blue Shield of NC) supplemental plan through broker	100% of Medicare Part D and Plan F cost if hired before 7/1/2006 with 20 or more yrs. of service. 100% of Medicare Part D and Plan F cost if hired 7/1/2006 or thereafter with 30 or more yrs. of service.	Medicare supplement for employees with at least years service. City pays \$93-\$109 per month based upon age of retiree	None	Same benefits as Pre-65 retirees	

Summary of Benefits Provided by Other Jurisdictions

	Orange County	Carrboro	Cary	Hillsborough	Mebane	OWASA	Alamance County	Chatham County	Durham County	Durham City	Person County	Guilford County
Vision	Employee may enroll in Community Eye Care plan, \$20 co-pay for office visit; \$150 allowance for lenses, frames	Covered under medical insurance plan, \$0 copay for exam; hardware not covered	Vision is included for emps in cost of health coverage. Administered by Superior Vision; \$0 co-pay for exams; \$15 co-pay for materials or contact lens fitting; \$150 allowance for frames; \$200 allowance for contacts	Vision Service Plan, \$10 co-pay for annual exam & 20% discount for glasses, 15% off contact lens fitting & evaluation exam	Community Eye Care plan, \$20 co-pay for office visit; \$150 allowance for lenses, frames	In-house Reimbursement Program available to employees and dependents up to \$405 per fiscal year	100% employee paid pain w/ Superior Vision. \$10 co-pay office visit; \$10 co-pay glasses/contacts; \$100 allowance frames bi-yearly	Eye exam screening is covered at 100% in-network (not covered out-of-network); lens and frame reimbursement is \$50 per benefit period	100% employer paid for EVERYone in employee's family. \$10 copay for annual exam, \$150 allowance for contacts/fitting, \$130 frames allowance with lens at \$0 cost to employee. Frames/lens or contacts can be obtained every year.		vision plan is part of medical plan. Covers eye exam and up to \$150 for hardware	Yes, voluntary
Dental Insurance	Diagnostic & Preventive: 100%, Basic Restorative: 85%, Major Restorative & Orthodontia: 50% Co-pay of \$50, Maximum \$1200/year		Diagnostic & Preventive: 100%, 80% Basic& Major Services; 80% orthodontic svcs, no age maximum; \$2000 annual benefit; \$4000 lifetime max for ortho	Diagnostic & Preventive: 100%, Basic Restorative: 80%, Major Restorative & Orthodontia: 50% Co-pay of \$50	Diagnostic & Preventive: 100%, Restorative: 80%, Major Restorative: 50% Co-pay of \$50, Maximum \$1000/year	Diagnostic & Preventive: 100%, Basic Restorative: 80%, Major Restorative: 50% Deductible of \$50, Maximum \$1000/year	Diagnostic & Preventive: 100%, Basic Restorative: 85%, Major Restorative: 50% Co-pay of \$25, Maximum \$1500/year	Diagnostic and preventative 100%; Basic care 80% after deductible; Major care 50% after deductible \$50 for individual and \$150 for family; Combined benefit period maximum \$1000; Orthodontic care 50%, Lifetime orthodontic maximum \$1000	Employer pays 100% premium for employee's dental reimbursement plan -each member has \$1500 benefit that can be used to purchase ANY service/product from dentist/orthodontist-1st \$400 in charges pd. at 100%, remainder paid at 80% until \$1500 benefit is used		County pays 100% of dental for employees. Max benefit \$750 with a \$250 carry over for keeping claims under \$500 per year. Maximum carry over is \$1000.	Yes
Supplemental Retirement (401K, 457 plans)	\$27.50 to one supplemental retirement plan of employee's choice. County matches up to an additional \$1200 (\$50 x 24 pay periods) eff. 7/1/13.	3%/5% for LEO	5% employer contribution into either NC401(k) or ING 401(a) option. Employee choice of plan except for Police who must rcv contribution in 401(k)		5% of salary	Employee can contribute at any time and any amount. Employer contributions are 4-9 years of service \$40 per pay period, 10-14 years of service \$60 per pay period, 15-19 years of service \$80 per pay period, 20+ years of service \$100 per pay period	None	4.5% for regular employees; 5% for law enforcement	5% employer contribution	4.5% (Regular Employees) 5% (Police and Fire)		5% employer contribution; has been proposed for fy2014 to change from flat contribution to match for all non-sworn employees
Longevity	Starts at 10 years, 1.5% of salary and increases to 4.5% at 25 years	Starts at 5 years - flat dollar amount increases as years of service increase	n/a	For employees hired before 7/1/2009, based on years of service--1% (3 years) to 5% (20 years)	0-5 yrs 1% of gross 6-10 yrs 2% 11-15 yrs 3% 16-20 yrs 4% 20+ yrs 5%	10-14 years of service 1.5% of salary, 15-19 years of service 2.25% of salary, 20-24 years of service 3.25% of salary, 25+ years of service 5% of salary Longevity benefit will end July 1, 2013	After 5 yrs - 2.5%; After 10 yrs - 4%; After 15 yrs - 5%; After 20 yrs - 6%	None	Unfunded for FY13-14	None	Employees hired after 7/1/12 not eligible until 5 years. 5 yrs but <10 1% annual salary; 10 yrs but <15 2% annual salary; 15 yrs but <20 3.25% annual salary; 20 yrs but <25 4.5% annual salary; 25 yrs or more 5.75% annual salary- all longevity paid out in the month of November	\$100 per year of service to max of \$3000; discontinued for new employees hired on or after 7/1/2011
Merit Increase	None, non-base salary award of \$500-\$1000 available	Employees achieving a proficient rating receive \$500 lump sum; those with superior rating receive \$1000	Pay for Performance plan. Depts are budgeted for 3% per emp, however, can received up to 5%. Merit based awards		1-4%	Information not available at the time.	None	None	Pay for Performance- 3.25% for Meets Expectations rating, 4.25% for Exceed Expectations rating (\$0 for Needs Improvement rating)	None	effective 7/1/13 2% for achieves standards and 3% for exceeds standards	2% is in proposed 2014 budget
Cost of Living Adjustment/Date	2% eff. July 1, 2013	July 1, 2013 w/ Board ap	n/a		3%	None	recommended 5% July 1, 2013	3% comparative advantage adjustment	None	None	None	None
Tuition Assistance	Up to \$600/fiscal year	Up to \$300/fiscal year	up to \$1,220 per fiscal year	\$2,500/fiscal year (if funded - funding dependent upon annual Budget adoption)	First tuition @ 100% Afterwards 50%	Up to \$1,000/fiscal year	With prior approval, reimbursement for tuition and books for job related training upon completion.		Up to \$500 per fiscal year, with prior approval, and reimburses for tuition and books for job related education	\$400 year tuition, books, fees for job related classes	Up to \$800 per fiscal year	Up to \$600 per fiscal year; subject to availability of budgeted funds
Petty/Personal Leave	None	14 Hours Per Year	n/a		8 hrs per yr	8 Hours Per Year	None	14 hours per year	None	None	None	None
Vacation/Annual Leave	Annual Leave Accrual at hire is 4.84 hours per pay period (125.9 hrs/year) and increases to 10.01 hrs/pay period (260.3/yr) at 20 years service	Annual leave accrual starts at 12 days/yr and increases with years of service	<2yrs=10days; 2-5=12days; 5-10=15 days; 10-15=18 days; 15-20=21 days; >20=24 days. More than 240 hours rolls into sick accrual at the end of each fiscal year. Vacation payout of 240 or less upon separation with two week notice	Accrues at rate of 12-26.7 days per year	Annual leave begins at 10 days/yr and increase by 2 days after 2 yrs, 5yrs, 10 yrs, 15 yrs, & 20 yrs.	0-4 years = 3.7 hrs/ pay period (12 days); 5-9 years= 4.62 hrs/pay period (15 days); 10-14 years = 5.54 hrs/pay period (18 days); 15-19 years = 6.47 hrs/pay period (21 days); 20+ years = 8.31 hrs/pay period (27 days)	0-5 years = 10 days/yr; 6-10 years= 13 days/yr; 11-15 years = 16 days/yr; 16-20 years = 21 days/yr; 21+ years = 25 days/yr	12-25 days/year	37.5 hr. wk. <2 yrs.=11.87 days per yr. , 40 hr. wk. <2 yrs. = 11.75 days per yr. , 42 hr. wk. <2 yrs. = 11.67 days per yr. (8.4 hrs.day), 42 hr. wk. <2 yrs. = 8.17 days per yr. (12 hrs./day)	12 days (1-3 years), 15 days (4-9 years), 18 days (10-15 years), 21 days (16-20 years), 24 days (21+ years)	12/yr up to 5 years; 15 after 5 years, 18 after 10 years, 20 after 15 years, 21 after 20 years	None 30 yrs = 12 Days (90 Hrs) 5 - <10 yrs = 15 Days (120 Hrs) 10 - <15 yrs = 18 Days (144 Hrs) 15 - <20 yrs = 21 Days (168 Hrs) 20+ yrs = 24 Days (192 Hrs) Hours over 240 rolls to sick. Pay out for leave on books at separation

Summary of Benefits Provided by Other Jurisdictions

	Orange County	Carrboro	Cary	Hillsborough	Mebane	OWASA	Alamance County	Chatham County	Durham County	Durham City	Person County	Guilford County
Sick Leave	Effective 1/29/11 3.7 hours/pay period (12 days/year)	12 days/yr	3.7 hours per pay period (12 days per year)	12 days	12 days/yr	3.7 hrs/pay period	12 days/yr	12 days/year	37.5 hr. wk., 40 hr. wk. and 42 hr. wk. employees all earn a total of 12 days per year	3.692 hours/2-week pay period	Yes, 12 days per year	Yes, 12 days per year
# of Holidays	11	11	11 or 12 depending on how holiday falls w/in the calendar	11	12	11	11-12 (follows state schedule)	12	12 or 13	11	11 most years; 12 in years that Christmas falls mid-week	11 most years; 12 in years that Christmas falls mid-week
Flexible Spending Plans	Healthcare (\$2,500) and dependent care (\$5,000)	Health (\$2500) and Dependent Care (\$5000)	Healthcare (\$2,500) and dependent care (\$5,000) - voluntary contributions only	12-Nov	Health (\$2500) and Dependent Care (\$5000)	Healthcare (\$2500 max) and dependent care (\$5000 max)	Healthcare (\$2500 max) and dependent care (\$5000 max)	Healthcare (\$2500 max) and dependent care (\$5000 max)	Healthcare (\$2500 max) and dependent care (\$5000 max) Parking & Transportation up to \$240 per month	Medical - \$2500 Dependent Care - \$5000 Parking - Monthly up to \$230	Health (\$2500) and Dependent Care (\$5000)	Medical and Dependent Care FSA Plan
Life Insurance	1X Salary, up to \$50,000 Employee may purchase additional up to \$200k max. Voluntary spouse/dep life may be purchased also.	\$15,000 basic benefit - Employees may purchase additional up to \$75,000 - Dependent coverage available at \$5000 per dependent. New offering effective 7/1/11 - Voluntary Whole Life Insurance offered through Municipal Benefits (NCLM)	Basic Town provided policy of 1X salary to max of \$250,000. Emp may purchase up to \$200k additional guaranteed issue w/in 30 days of hire. \$1,500 basic dependent policy. Emp may purchase up to \$50k add'l spouse coverage w/in 30 days of hire. May also purchase one of four offered dependent child policies w/in 30 days of hire	1x salary up to \$50,000. Employees may purchase additional coverage for themselves and dependents	\$25K for general employee, \$50K for dept. head	2X Salary, up to \$100,000	1X Salary, up to \$70,000 Employee may purchase additional up to \$150k max. Voluntary spouse/dep life may be purchased also.	\$10,000 policy provided with option to purchase additional coverage for employee and dependents	1x salary life and AD & D paid by County. Employee may purchase additional up to \$300k max. Voluntary spouse/dep life may be purchased also.	1X Salary paid by City Voluntary amounts up to additional 2X salary. Voluntary \$5k available for spouses/children	\$10 k provided by county; employee can purchase up to 100K. Voluntary spouse/dep life may be purchased also.	\$10 k provided by county; employee can purchase up to 4X gross comp (300k max). Voluntary spouse/dep life may be purchased also.
Short Term Disability	Voluntary Plan. 70% of compensation up to \$2000. 7 day elimination period and benefits paid up to 1 year.	\$250 month paid for up to 2 years - Employees may purchase additional coverage for a max of \$2000/month.	Town provided annual benefit-# of wks dependent on yrs of svc. <12mths=6wks; 12-23mths=8wks; 24-35mths=12wks; 36-47mths=16wks; 48-59mths=20wks; 60+mths=26wks. Benefit pays 50% of regular salary. Must exhaust all avail sick leave before elig for benefit + 7 day waiting period for illness/no waiting period for injury after exhaustion of sick leave	Up to 26 weeks disability pay available after probationary period, paid by Town.	Town provided pays up to 60% for up to 26 weeks. 7 day elimination period.	Not offered by OWASA - Supplemental Only	Voluntary Plan. 60% of compensation up to \$6000. 14 day elimination period and benefits paid up to 3 months.	Voluntary	Voluntary plan up with weekly benefits in \$100 increments from \$100 to \$1000 - weekly benefit amt. cannot exceed 66 and 2/3 of salary	City provides up to six weeks paid leave every 2 years. Leave does not roll over if unused. Voluntary policies available through colonial. 60% of compensation up to \$3,000 up to 6 months	Voluntary	Voluntary Plan offered with no employer contribution



HEALTH INSURANCE UPDATE

2013 Plan Highlights/Bid Update/2014 Plan
Year Recommendations

September 5, 2013

2013 Summary

- Second year with UnitedHealthcare
- 2013 Plan design changes addressed concerns from 2012 Employee Survey
- No significant complaints
- Increased employee educational opportunities
- Request for Proposals for fully insured and self-funded for 2014

Health Insurance Enrollment Comparison

	2012	2013
Traditional Plan	610	605
High Deductible Plan	187	197
Total Participation	797	802
Employee Health Savings Account	81	89
Waived Health Insurance	22	21

Optional Benefits New Enrollment Comparison

	2012	2013
Medical Flexible Spending Account	165	132
Dependent Flexible Spending Account	11	16
Community Eye Care	369	42
Accident Insurance	114	36
Critical Illness	79	23
Disability	97	18
Whole Life	55	18

Benefits Activities and Programs

- Flu Clinics
- Biometrics Screenings, Health Assessment, Coaching
- SportsPlex Membership
- Employee Appreciation and Wellness Lunch
- Smoking Cessation Opportunities
- Mini Grants
- Monthly Programs:
 - UHC Website Demonstration (January)
 - Know Your Numbers (February)
 - Health Care Cost Estimator (March)
 - National Nutrition Month (March)
 - Employee Appreciation and Wellness Lunch (May)
 - In Tune Stress Management Challenge (June)
 - Sun Safety Awareness (June)
 - Cubicle Crunch “Flash Mob” (June)
 - National Dance Day (July)

Proposed Timeline for Renewal and Open Enrollment Activities

- September 5th: Initial presentation of the health insurance renewal to the Commissioners
- September 17th: Commissioners' decision regarding renewal of health insurance
- September 18th: Discuss September 17th meeting outcome with the Employee Relations Consortium
- September 23rd: Mandatory mailing to all employees regarding health exchanges and open enrollment
- October 14th – 25th: Open enrollment
- December 6th: 2014 benefits payroll deductions begin



Medical Plan Update

Bid Update and Recommendation



Experience

- With over 130 public sector customers and 30 years of experience, Mark III implements and manages the programs for the long haul.
- We design the right solutions for your organization and your employees, which are best in class.

North Carolina Government **Medical Plan** customers include:

Mark III Customers	Funding	Mark III Customers	Funding	Mark III Customers	Funding
Alleghany County	Insured	Cleveland County	Self-funded	Lincoln County	Self-funded
Bertie Martin Jail	Insured	Columbus County	Insured	Martin County	Insured
Brunswick County*	Self-funded	Cumberland County	Self-funded	Moore County	Self-funded
Burke County	Self-funded	Dare County	Self-funded	Onslow County	Self-funded
Burke Catawba Jail	Insured	Duplin County	Self-funded	Orange County	Insured
Cabarrus County*	Self-funded	Edgecombe County	Self-funded	Polk County	Self-funded
Cabarrus Water & Sewer	Insured	Forsyth County*	Self-funded	Randolph County	Self-funded
Caswell County	Insured	Gaston County	Self-funded	Robeson County	Self-funded
City of Monroe	Self-funded	Halifax County	Self-funded	Rowan County	Self-funded
City of Rocky Mount	Self-funded	Henderson County	Self-funded	Town of Smithfield	Insured
City of Sanford	Self-funded	Hertford County	Insured	Transylvania County	Self-funded
City of Shelby	Insured	Iredell County	Self-funded	Wilkes County	Self-funded
City of Washington	Insured	Lee County	Insured	Yancey County	Insured

30 Counties

6 Cities/Towns

* Transitioned from fully-insured to self-funded

Medical Plan RFP Responses

- Below is the list of payors that received the RFP:
 - Aetna
 - BCBSNC
 - CIGNA
 - First Carolina Care – Declined to Quote
 - MedCost – Declined to Quote
 - Municipal Insurance Trust – Self-funded Only
 - United Healthcare
 - WellPath – No Quote
- Of the quotes that we received, **only UHC is firm**
- The earliest that we will have firm quotes from the respondents is September 2013

	Current Plans United Healthcare						Renewal: Option 1: United Healthcare: Same plan but all copays counting towards total out of pocket per Healthcare Reform Legislation			
	POS: S5E-P-M5 2012			HSA: C3Z-PM 2012			POS: BBI-M 2013		HSA: FBQ-M 2013	
	In-Network			In-Network			In-Network		In-Network	
Primary Care Physician Visits	\$20			80% after Ded.			\$20		80% after Ded.	
Specialist Physician Visits	\$40			80% after Ded.			\$40		80% after Ded.	
Preventive Care	100%			100%			100%		100%	
Deductible	\$500			\$1,500			\$500		\$1,500	
Deductible - Family Maximum	\$1,500			\$3,000			\$1,500		\$3,000	
Coinsurance Limit	\$1,000			\$2,000			\$1,000		\$2,000	
Coinsurance Limit - Family Max	\$3,000			\$2,000			\$3,000		\$2,000	
In-patient Hospital Services	80% after Ded.			80% after Ded.			80% after Ded.		80% after Ded.	
Out-patient Hospital Services	80% after Ded.			80% after Ded.			80% after Ded.		80% after Ded.	
Emergency Room	\$150			80% after Ded.			\$150		80% after Ded.	
Pharmacy	\$4/\$25/\$45			80% after Ded.			\$4/\$25/\$45		80% after Ded.	
Lifetime Maximum	Unlimited			Unlimited			Unlimited		Unlimited	
Rates	Subs	Monthly	Premium	Subs	Monthly	Premium	Monthly	Premium	Monthly	Premium
Employee Only	517	\$631.18	\$326,320.06	116	\$510.15	\$59,177.40	\$677.99	\$350,520.83	\$510.30	\$59,194.80
Employee and Spouse	66	\$1,331.80	\$87,898.80	16	\$1,076.41	\$17,222.56	\$1,430.57	\$94,417.62	\$1,076.73	\$17,227.68
Employee and Children	162	\$1,022.52	\$165,648.24	46	\$826.44	\$38,016.24	\$1,098.35	\$177,932.70	\$826.68	\$38,027.28
Employee and Family	41	\$1,893.54	\$77,635.14	31	\$1,530.45	\$47,443.95	\$2,033.97	\$83,392.77	\$1,530.90	\$47,457.90
Monthly Cost	786		\$657,502.24	209		\$161,860.15		\$706,263.92		\$161,907.66
					HSA Contribution \$1,237.20	\$258,574.80		HSA Contribution \$1,500		\$313,500.00
Annual			\$7,890,026.88			\$2,200,896.60		\$8,475,167.04		\$2,256,391.92
				Total	\$10,090,923.48			107.42%	\$10,731,558.96	102.52%
Increase over current Firm								106.35%		Firm

The increase represents a 6.35% increase or \$641,000.

Orange County Government	Subscribers	Premium	Total Claims	Loss Ratio	Net Claims	HSA
June-12	947	\$735,005.35	\$430,666.60	58.59%	\$430,666.60	\$20,207.60
July-12	995	\$762,928.61	\$499,640.83	65.49%	\$499,640.83	\$21,135.50
August-12	990	\$760,191.09	\$586,067.78	77.09%	\$586,067.78	\$21,341.70
September-12	984	\$754,703.39	\$597,897.17	79.22%	\$597,897.17	\$21,341.70
October-12	987	\$753,274.33	\$554,237.84	73.58%	\$554,237.84	\$21,444.80
November-12	994	\$758,491.00	\$561,559.75	74.04%	\$561,559.75	\$22,372.70
December-12	994	\$755,867.34	\$609,873.76	80.69%	\$609,873.76	\$22,682.00
January-13	1,005	\$820,823.13	\$614,054.44	74.81%	\$614,054.44	\$21,857.20
February-13	994	\$818,221.00	\$685,672.00	83.80%	\$685,672.00	\$21,547.90
March-13	991	\$815,966.65	\$765,244.19	93.78%	\$765,244.19	\$21,651.00
April-13	988	\$814,079.35	\$620,474.22	76.22%	\$620,474.22	\$21,238.60
May-13	994	\$813,672.00	\$668,568.00	82.17%	\$668,568.00	\$21,341.70
Total	11,863	\$9,363,223.24	\$7,193,956.59	76.83%	\$7,193,956.59	\$258,162.40
Self-funded Calculation						
Current PPO Plan Design	2014 Renewal					
Claims - Without Benefit Change	\$7,193,957					
Trend 2014 - 8% -19 Months	112.67%					
Trended 2014 Claims	\$8,105,431					
Administration	\$1,567,577					
PPACA - Fee for Comparative Effectiveness Research Agency	\$1,649.00					
PPACA - Transitional Reinsurance Fee - 2014 - 2016	\$103,887.00					
PPACA - Health Insurance Industry Fee	\$0.00					
HSA Cost - \$1,416	\$293,112.00					
Total Cost	\$10,071,656					
Current Contribution	\$10,065,433					
Percentage Change over 2014	100.06%					

If the County transitions to a self-funded arrangement, no increase in funding is required.

	Current Carrier		Renewal: Option 1	
	Current POS	Current HSA	Current POS	Current HSA
	In-Network	In-Network	In-Network	In-Network
Primary Care Physician Visits	\$20	Deduct/20%	\$20	Deduct/20%
Specialist Physician Visits	\$40	Deduct/20%	\$40	Deduct/20%
Preventive Care	100%	100%	100%	100%
Deductible	\$500	\$1,500	\$500	\$1,500
Deductible - Family Maximum	\$1,500	\$3,000	\$1,500	\$3,000
Out of Pocket Limit (includes deductible)	\$1,500	\$3,500	\$1,500	\$3,500
Out of Pocket Limit - Family Max	\$4,500	\$5,000	\$4,500	\$5,000
Radiology	Deduct/20%	Deduct/20%	Deduct/20%	Deduct/20%
Minor Surgery in Office	Office Copay	Deduct/20%	Office Copay	Deduct/20%
Hospital Services	Deduct/20%	Deduct/20%	Deduct/20%	Deduct/20%
Urgent Care	\$50	Deduct/20%	\$50	Deduct/20%
Emergency Room	\$150	Deduct/20%	\$150	Deduct/20%
Pharmacy	\$4/\$25/\$45	Deduct/20%	\$4/\$25/\$45	Deduct/20%
Vision Hardware	Not covered	Not covered	Not covered	Not covered
HSA		\$1,237.20		\$1,237.20
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Plan Administration Fee			\$38.35	
Network Access Fee			\$0.00	
Vision Administration			\$0.00	
Specific Stop-loss			\$88.80	
Aggregate Stop-loss			\$4.99	
Total Administration Fees (A)			\$132.14	
Expected Monthly Paid Claims/EE/Month			\$609.14	
Expected Monthly Cost/EE/Month			\$741.28	
Claims Margin/ee/mth			\$121.83	
Maximum Claim Liability (B)			\$730.97	
Total Liability (A + B)			\$863.11	
Employees			995	
Estimated Monthly Cost			\$737,573.60	
Estimated Annual HSA - \$1,416			\$293,112.00	
Estimated Annual Cost			\$8,850,883.20	
Estimated Annual With HSA		\$10,090,923.48	\$9,143,995.20	
			90.62%	
Maximum Monthly Cost Without HSA			\$858,792.46	
Maximum Annual Cost			\$10,305,509.52	
Estimated Annual HSA - \$1,416			\$293,112.00	
Maximum Annual with HSA		\$10,090,923.48	\$10,598,621.52	
Difference			105.0%	

Components of a Self-funded Contract

- Hire an administrator to pay claims
- Purchase insurance for large claims (Stop-loss Insurance)
- Hire a network (doctors/medical specialists/hospitals)

Plus

- Claims
- Reserves

SELF FUNDING FORMULA:

Rates = Administrator + Claims + Stop Loss + Reserves

Pros of a Self-funded Contract

- Greater Plan Flexibility
- Pricing/premium structure established by the organization
- Overall lower costs over time
 - Tax avoidance – State and Federal
- Ability to establish a reserve for the plan
- Easier framework to structure wellness strategies

Cons of a Self-funded Contract

- If claims come in higher than expected, the organization is responsible for funding the high claims (Reserve is established for this purpose)
- Plan subgroups (ABC Board and Community Home Trust) are responsible for paying their own claims

Pros of a Fully Insured Contract

- Total cost is fixed

Cons of a Fully Insured Contract

- Plan Flexibility is reduced because of carrier filings with the State Department of Insurance
- Pricing is set by the Carrier
- Higher Cost over time
 - Tax – State and Federal
- Wellness strategies are harder to implement, because cost is in addition to premium paid

Recommendation:

- Transition to a self-funded contract with United Healthcare
 - Includes increasing the County's Health Savings Account contribution from \$103.10 to \$118 per pay period
- The County will purchase stop-loss insurance to protect against catastrophic claims
- A self-funded plan will provide greater flexibility for wellness strategies
- Lower long term cost by avoiding Health Care Reform and State Premium taxes (\$440,000)



**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

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

SUBJECT: Whitted Meeting Room Schematic Design Review

DEPARTMENT: Asset Management Services

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):
Schematic Floor Plans

INFORMATION CONTACT:
Jeff Thompson, (919) 245-2658

PURPOSE: To continue review and comment on the schematic design of the Whitted Permanent meeting room initially presented during the September 12, 2013 work session; and authorize staff and the consultant to move forward with construction document preparation.

BACKGROUND: On April 4, 2013, the BOCC authorized Orange County to move forward with the design of permanent Board meeting facilities within the Whitted 2nd Floor "A" building in Hillsborough, and included this capital project within the adopted Capital Investment Plan in FY 2013-14.

On June 18, 2013, the BOCC authorized the Manager to move forward with the design, award a bid, and complete the necessary site work for this project as "Phase 1" in order that the work be completed this fall during optimal outdoor weather. This site work, which will include significant paving, stormwater management, lighting, pedestrian access, handicapped access, and landscaping improvements, is currently out to bid and should be complete no later than the end of November 2013.

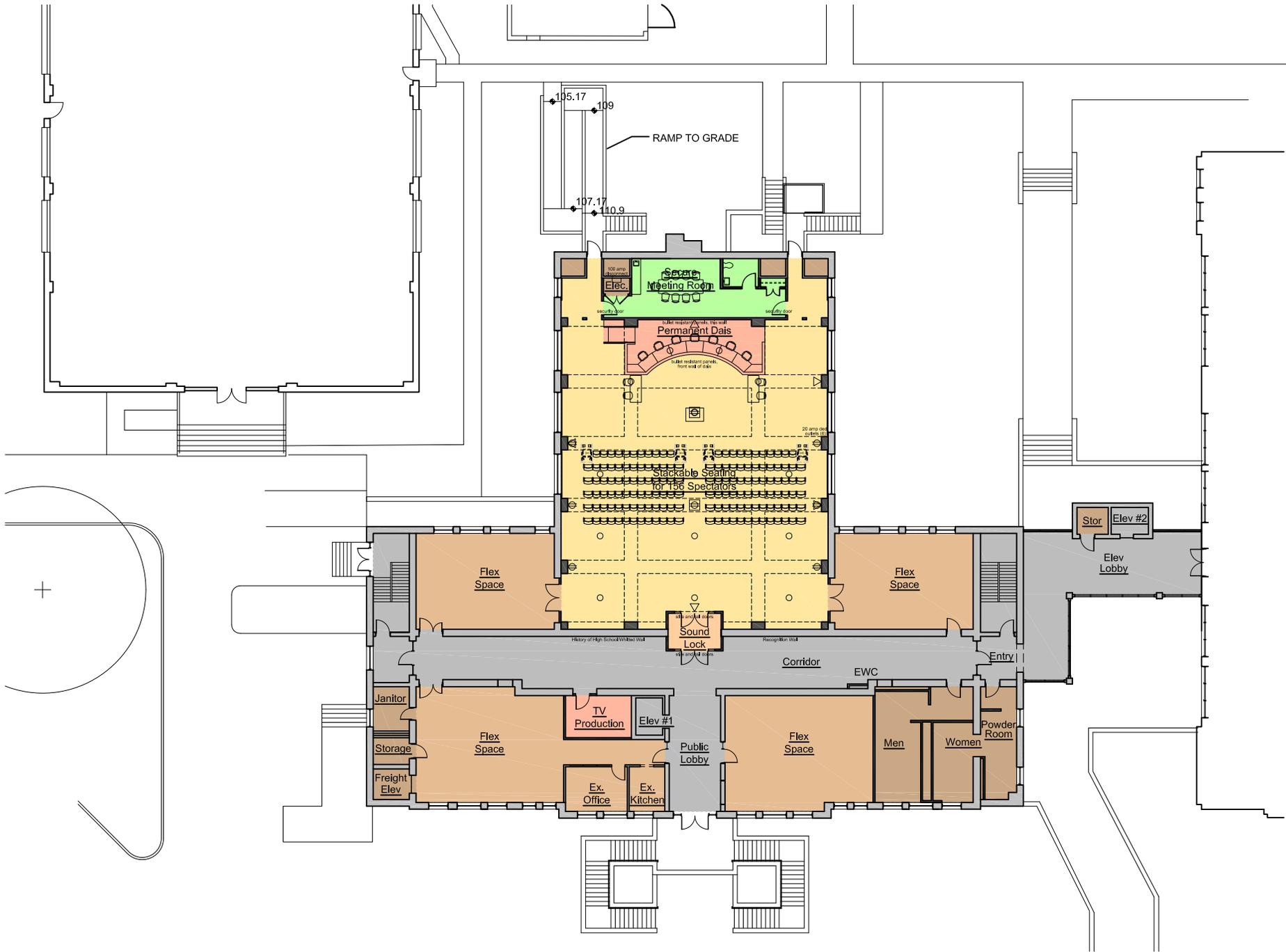
The County has engaged Corley, Redfoot Architects as the designer for the project. Ken Redfoot and David Taylor with Corley, Redfoot Architects will continue presenting the schematic designs as well as corresponding three dimensional space modeling for additional BOCC review and comment introduced during the September 12, 2013 work session.

Should the BOCC approve the schematic design renderings and principles, the following timeline represents the delivery of the overall project:

TASK	PROPOSED BEGINNING DATE	END BY DATE
BOCC Action: Approval of Schematic Design; authorization to prepare bid documents; authorization to advertise for bid	9/17/13	9/17/13
Construction document prep, bid advertisement prep (2 month duration)	9/18/13	11/5/13
BOCC Action: Approval of Final Design; authorization to advertise for bid	11/5/13	11/5/13
BOCC Action: Bid Award	12/17/13	12/17/13
Construction (est. 4 month duration)	1/6/14	5/6/14
Grand Opening – first BOCC meeting (estimated date)	6/3/14	6/3/14

FINANCIAL IMPACT: The BOCC has approved \$1,500,000 for this project as part of the FY2013-14 Capital Investment Plan.

RECOMMENDATION(S): The Manager recommends that the Board continue review and comment on the schematic design of the Whitted Permanent meeting room initially presented during the September 12, 2013 work session; and authorize staff and the consultant to move forward with construction document preparation.

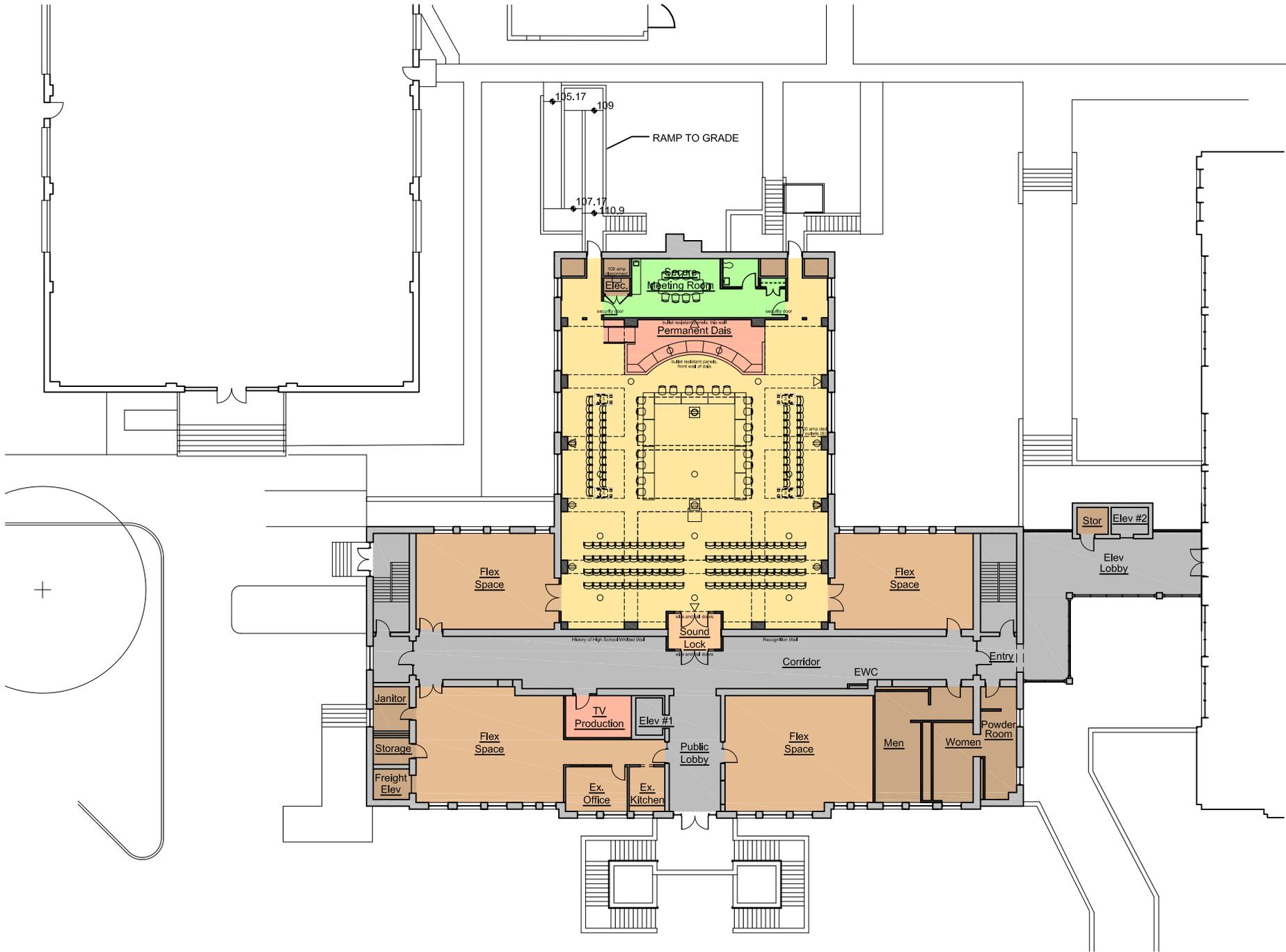


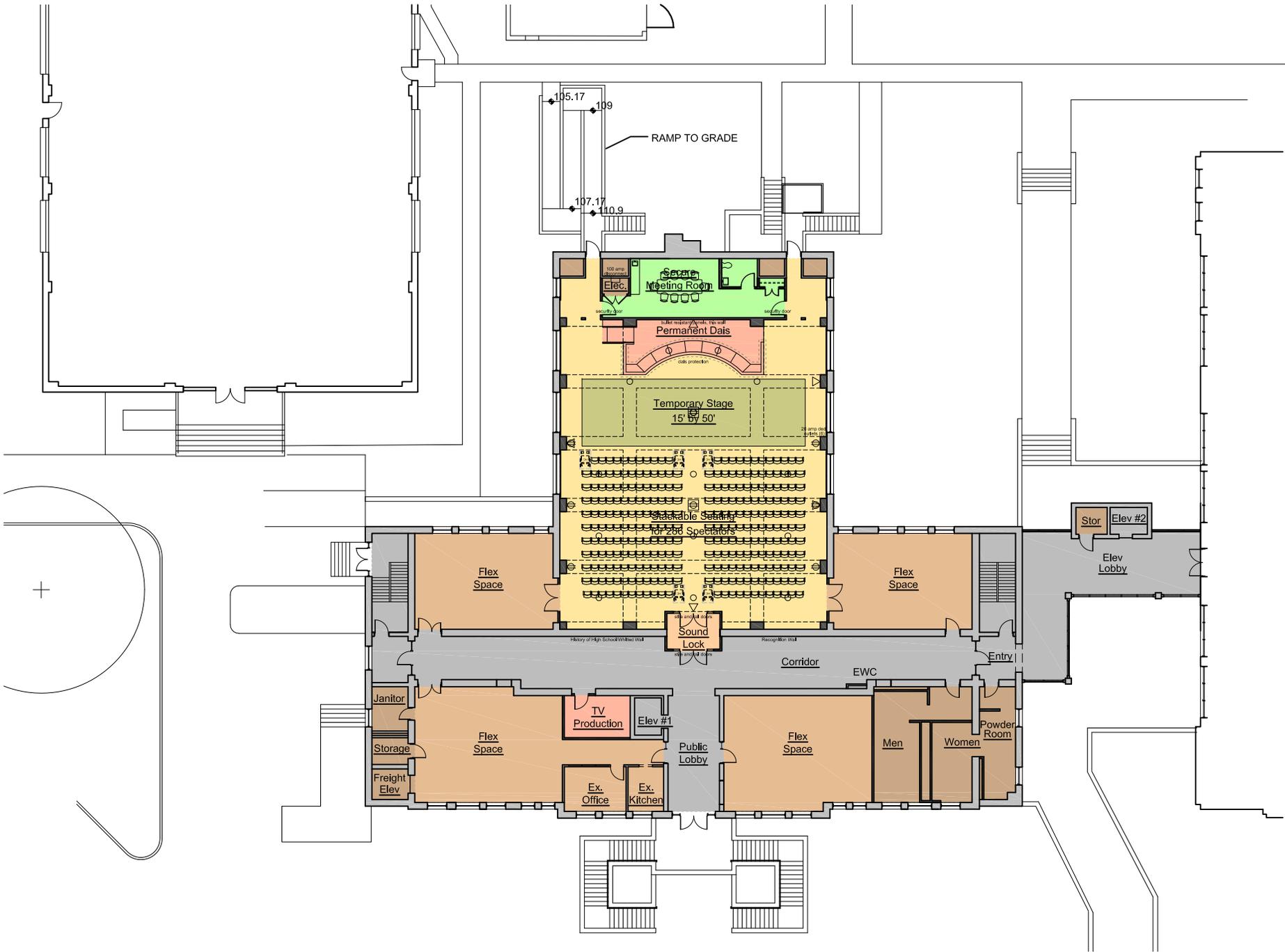
Proposed BoCC Layout

August 30, 2013

Whitted Building Renovations

COUNTY OF ORANGE
HILLSBOROUGH, NORTH CAROLINA





Proposed Theater Layout

August 30, 2013

Whitted Building Renovations

COUNTY OF ORANGE
HILLSBOROUGH, NORTH CAROLINA

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

**Action Agenda
Item No.** 11-a

SUBJECT: Adult Care Home Community Advisory Committee – Appointments

DEPARTMENT: Board of Commissioners

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S): Under Separate Cover
Membership Roster
Letters Of Recommendation
Application(s)/Resume(s) of Person(s) for
Consideration
Applicant Interest List
Application(s)/Resume(s) of Person(s) on
the Applicant Interest List

INFORMATION CONTACT:
Clerk's Office, 245-2130

PURPOSE: To consider making appointments to the Adult Care Home Community Advisory Committee.

BACKGROUND: The following appointments are for Board consideration:

- Appointment to a first full term for Ms. Deborah Rider. Ms. Rider's one-year term expired 06/30/2013. She will be serving a first full term expiring 06/30/2016.
- Appointment to a **one year training term for Ms. Joyce Teston. Ms. Teston's one year training term will expire 06/30/2014.**
- Appointment to a **one year training term for Ms. Rosie Benzonelli. Ms. Benzonelli's one year training term will expire 10/30/2014.**

	Position Number	Special Representation	Expiration Date
3	Ms. Deborah Rider	At-Large	06/30/2016
7	Ms. Rosie Benzonelli	At-Large	10/30/2014
8	Ms. Joyce Teston	At-Large	06/30/2014

FINANCIAL IMPACT: None

RECOMMENDATION(S): The Board will consider making appointments to the Adult Care Home Community Advisory Committee.

Board and Commission Members

And Vacant Positions

Adult Care Home Community Advisory Committee

Meeting Times: 3:30 p.m. - 5:00 p.m. Bi-monthly

Terms: 3

Contact Person: Charlotte Terwilliger

Meeting Place:

Positions: 12

Length: 2 years

Contact Phone: 919-558-9401

Description: Members are appointed by the Board of Commissioners to at-large positions. There is an initial one-year training term with subsequent eligibility for three additional two-year terms. This committee works to maintain the intent of the Adult Care Home Residents' Bill of Rights for those residing in licensed adult care homes. The members of this committee also promote community involvement and cooperation with these homes to ensure quality care for the elderly and disabled adults.

1	Dr. Mario Battigelli 1307 Wildwood Drive Chapel Hill NC 27514	Day Phone: 919-942-5756 Evening Phone: FAX: E-mail: mcbattigelli@gmail.com	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr:	First Appointed: 04/19/2011 Current Appointment: 03/22/2012 Expiration: 03/31/2014 Number of Terms: 1
2	Mr. Daniel Hatley Chair 317 W. University Chapel Hill NC 27516	Day Phone: 919-200-0822 Evening Phone: 309-252-1169 FAX: 888-514-4878 E-mail: dan@hatleylawoffice.com	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr: DD/MR	First Appointed: 08/17/2010 Current Appointment: 08/23/2011 Expiration: 10/31/2013 Number of Terms: 1
3	Ms. Deborah Rider 2314 Red Oak CT. Hillsborough NC 27278	Day Phone: 919-818-6489 Evening Phone: 919-732-9476 FAX: E-mail: drider1736@gmail.com	Sex: Female Race: Caucasian Township: Hillsborough Resid/Spec Req: At-Large Special Repr:	First Appointed: 06/19/2012 Current Appointment: 06/19/2012 Expiration: 06/30/2013 Number of Terms:
4	Mr. Max Mason Vice-Chair 821 Tinkerbell Rd. Chapel Hill NC 27517	Day Phone: 919-649-7937 Evening Phone: FAX: E-mail: maxomason@yahoo.com	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr:	First Appointed: 06/07/2011 Current Appointment: 06/19/2012 Expiration: 06/30/2015 Number of Terms: 1
5	Dr. Anthony John Vogt 713 W. Barbee Chapel Road Chapel Hill NC 27517	Day Phone: 919-929-8646 Evening Phone: 919-929-8646 FAX: NA E-mail: ajvogt@earthlink.net	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr:	First Appointed: 10/16/2012 Current Appointment: 10/16/2012 Expiration: 10/30/2013 Number of Terms:

Board and Commission Members

And Vacant Positions

Adult Care Home Community Advisory Committee

Meeting Times: 3:30 p.m. - 5:00 p.m. Bi-monthly

Terms: 3

Contact Person: Charlotte Terwilliger

Meeting Place:

Positions: 12

Length: 2 years

Contact Phone: 919-558-9401

Description: Members are appointed by the Board of Commissioners to at-large positions. There is an initial one-year training term with subsequent eligibility for three additional two-year terms. This committee works to maintain the intent of the Adult Care Home Residents' Bill of Rights for those residing in licensed adult care homes. The members of this committee also promote community involvement and cooperation with these homes to ensure quality care for the elderly and disabled adults.

6	Mr Richard Gross 3006 Joshua Dr Hillsborough NC 27278	Day Phone: 644-0157 Evening Phone: same FAX: na E-mail: na	Sex: Male Race: Caucasian Township: Eno Resid/Spec Req: At-Large Special Repr:	First Appointed: 10/06/2009 Current Appointment: 08/23/2011 Expiration: 10/30/2013 Number of Terms: 2
7	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: At-Large Special Repr:	First Appointed: Current Appointment: Expiration: 10/30/2011 Number of Terms:
8	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: At-Large Special Repr:	First Appointed: Current Appointment: Expiration: 03/31/2013 Number of Terms:
9	Ms. T. L. Crews 4921 Guess Rd Roumeont NC 27572	Day Phone: 919 732-6974 Evening Phone: 919 732-6974 FAX: E-mail: crewsez@aol.com	Sex: Female Race: African American Township: Little River Resid/Spec Req: At-Large Special Repr:	First Appointed: 03/22/2012 Current Appointment: 03/19/2013 Expiration: 03/31/2016 Number of Terms: 1
10	Dr. Beverly Foster 2454 Springview Trail Chapel Hill NC 27514	Day Phone: 919 966-4995 Evening Phone: 919 967-2930 FAX: 919 843-6212 E-mail: Bev_Foster@unc.edu	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr:	First Appointed: 06/18/2013 Current Appointment: 06/18/2013 Expiration: 06/30/2014 Number of Terms:

Board and Commission Members

And Vacant Positions

Adult Care Home Community Advisory Committee

Meeting Times: 3:30 p.m. - 5:00 p.m. Bi-monthly

Terms: 3

Contact Person: Charlotte Terwilliger

Meeting Place:

Positions: 12

Length: 2 years

Contact Phone: 919-558-9401

Description: Members are appointed by the Board of Commissioners to at-large positions. There is an initial one-year training term with subsequent eligibility for three additional two-year terms. This committee works to maintain the intent of the Adult Care Home Residents' Bill of Rights for those residing in licensed adult care homes. The members of this committee also promote community involvement and cooperation with these homes to ensure quality care for the elderly and disabled adults.

VACANT

11

Day Phone:

Sex:

First Appointed:

Evening Phone:

Race:

Current Appointment:

FAX:

Township:

Expiration: 12/31/2007

E-mail:

Resid/Spec Req: At-Large

Number of Terms:

Special Repr:

VACANT

12

Day Phone:

Sex:

First Appointed:

Evening Phone:

Race:

Current Appointment:

FAX:

Township:

Expiration: 03/31/2011

E-mail:

Resid/Spec Req: At-Large

Number of Terms:

Special Repr:

Jeanette Jones

From: Charlotte Terwilliger <cterwilliger@tjcog.org>
Sent: Monday, July 29, 2013 12:57 PM
To: Jeanette Jones
Subject: Deborah Rider - Reappointment ACH Community Advisory Committee

Dear Jeanette,

The Adult Care Home Community Advisory Committee would like to recommend Ms Deborah Rider for a first full term. Her current one year appointment expired on 6/30/2013. During the past year Ms Rider attended 4 out of 6 business meetings and has actively participated in all of her assigned quarterly facility visitations. Her interest for serving as an advocate for elders living in long term care facilities and her observational skills have been invaluable to the work of this committee.

Please let me know if you need anything else from me to move this recommendation forward.

Sincerely,
Charlotte

Charlotte Terwilliger
Ombudsman – Orange and Chatham Counties
Area Agency on Aging
Triangle J Council of Governments
PO Box 12276 / RTP, NC 27709
(o) 919-558-9401 / (f) 919-998-8101
cterwilliger@tjcog.org / www.tjcog.org

Street Address:
4307 Emperor Blvd., Suite 110, Durham, NC 27703

E-Mail correspondence to and from this address is subject to the North Carolina Public Records Act and may be disclosed to third parties unless made confidential under applicable law.

Jeanette Jones

From: Charlotte Terwilliger <cterwilliger@tjcog.org>
Sent: Friday, July 19, 2013 9:57 AM
To: Jeanette Jones
Subject: ACH-CAC volunteer appointment recommendation

Dear Jeanette,

The Adult Care Home Community Advisory Committee would like to recommend Ms. Joyce Teston for a one year training term. Ms. Teston has a passion for older adults and for health care advocacy. This is demonstrated by the fact that she currently serves as a Patient Advocate Volunteer at Duke Hospital. She also has previous Hospice Volunteer experience. Ms. Teston has a strong interest in improving the quality of life for Orange County residents living in long term care facilities and she would serve as a valuable addition to the committee.

Please let me know if you need additional information to move this recommendation forward.

Thank you.

Kind Regards,
Charlotte

Charlotte Terwilliger, MSW
Ombudsman – Orange and Chatham Counties

Area Agency on Aging
Triangle J Council of Governments
4307 Emperor Blvd., Suite 110, Durham, NC 27703
(o) 919-558-9401 / (f) 919-998-8101
cterwilliger@tjcog.org / www.tjcog.org

E-Mail correspondence to and from this address is subject to the North Carolina Public Records Act and may be disclosed to third parties unless made confidential under applicable law.

Jeanette Jones

From: Charlotte Terwilliger <cterwilliger@tjcog.org>
Sent: Wednesday, August 28, 2013 1:09 PM
To: Jeanette Jones
Subject: Recommendation for ACH CAC - Ms. Benzonelli
Attachments: image001.png

Dear Jeanette,

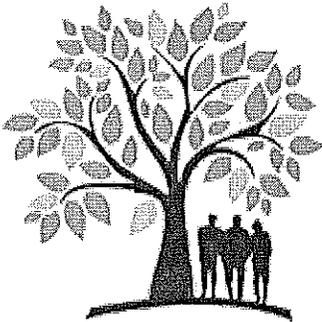
The Adult Care Home Community Advisory Committee would like to recommend Ms. Rosie Benzonelli for a one year training term. Ms. Benzonelli is currently working toward her Masters in Social Work specializing in aging. She is very energetic, has a passion for older adults, and her current course of study will grant the committee insight into new developments in geriatrics. Ms. Benzonelli has a strong interest in improving the quality of life for Orange County residents and she would serve as a valuable advocate.

Please let me know if you need additional information to move this recommendation forward.
Thank you.

Sincerely,
Charlotte

Charlotte Terwilliger, MSW
Ombudsman – Orange and Chatham Counties

Area Agency on Aging
Triangle J Council of Governments
4307 Emperor Blvd., Suite 110, Durham, NC 27703
(o) 919-558-9401 / (f) 919-998-8101
cterwilliger@tjcog.org / www.tjcog.org



PROTECT SENIORS

Take a stand against **ELDER ABUSE.**

YEAR OF ELDER ABUSE PREVENTION

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Deborah Rider
Name Called:
Home Address: 2314 Red Oak CT.
 Hillsborough NC 27278
Phone (Day): 919-818-6489
Phone (Evening): 919-732-9476
Phone (Cell):
Email: drider1736@gmail.com
Place of Employment: Home Care Assistance
Job Title: Care Giver
Year of OC Residence: 2005
Township of Residence: Hillsborough
Zone of Residence: Hillsborough Town Limits
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Advisory Board on Aging

Board of Social Services

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: 30+ years with the state of Maryland from social services to policy analyzing, I did it all.

Volunteer Experience: I have volunteered at various k-12 school functions for my daughter. Avid animal lover. Cared for my parents until their deaths in 2000 and 2011.

Education: Dundalk High School 1967-1970 High School Diploma; University of Maryland Baltimore County 1970-1974 Bachelors in Social Work/Sociology; University of Maryland School of Social Work 1981-1983 Masters in Social Work and Community Planning

Other Comments:

STAFF COMMENTS: Applied 04/26/2012 for Advisory Board on Aging, Board of Social Services, Adult Care Home Community Advisory Committee. ADDRESS VERIFICATION: 2314 Red Oak Ct. is Hillsborough Township, Hillsborough Town Limits.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Joyce Teston
Name Called:
Home Address: 2326 Highway 86 South
 Hillsborough NC 27278
Phone (Day): n/a
Phone (Evening): n/a
Phone (Cell):
Email: joyceteston@gmail.com
Place of Employment: retired
Job Title:
Year of OC Residence: 1983
Township of Residence: Hillsborough
Zone of Residence: Orange County
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Adult Care Home Community Advisory Committee

I retired from Duke Hospital after 46+ years last year. My last 13 years of employment was in Patient & Visitor Relations. My passion is being a patient advocate. My husband suffered a massive stroke in 2008 and was hospitalized or in rehab for 10 months and during this time I learned about the many resources for his recovery.

Community Activities/Organizational Memberships:

Patient Advocate Volunteer, Duke Hospital
 Previous Hospice Volunteer, Hospice, Hillsborough, NC

Past Service on Orange County Advisory Boards:

none

Other Comments:

STAFF COMMENTS: Originally (05/19/2013) applied for Adult Care Home Community Advisory Committee. ADDRESS VERIFICATION: 2326 Highway 86 South is Orange County Jurisdiction, Hillsborough Township, Rural Residential.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms Rosie Benzonelli
Name Called:
Home Address: 837 Kenmore Rd
 Chapel Hill NC 27514
Phone (Day): 919-923-7673
Phone (Evening): 919-923-7673
Phone (Cell):
Email: rbenzonelli@gmail.com
Place of Employment: Self
Job Title: Chapel Hill Atrium Home
Year of OC Residence: 2003
Township of Residence: Chapel Hill
Zone of Residence: C.H. City Limits
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Advisory Board on Aging

I m 55, in good health. I ve just completed my first year of a 2 year MSW at UNC, specializing in aging. My placement next year is at Duke Geriatric Assessment Unit, and most likely Carol Woods. I ve served on multiple non profit boards in the area, mostly associated with youth music organizations.

Adult Care Home Community Advisory Committee

Same as above

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

none

Other Comments:

STAFF COMMENTS: Originally applied (06/27/2013) for Animal Services Advisory Board (MEANT ADVISORY BOARD ON AGING AND NOT ANIMAL SERVICES) and Adult Care Home Community Advisory Committee. ADDRESS VERIFICATION: 837 Kenmore Road is Chapel Hill Township, Chapel Hill Jurisdiction, and Chapel Hill Town Limits.

Applicant Interest Listing

by Board Name and by Applicant Name

Adult Care Home Community Advisory Committee

Contact Person: Charlotte Terwilliger
Contact Phone: 919-558-9401

Ms Rosie Benzonelli

837 Kenmore Rd
Chapel Hill NC 27514

Skills: Guardian ad litem
Skills: Hospice Volunteer

Day Phone: 919-923-7673
Evening Phone: 919-923-7673
Cell Phone:
E-mail: rbenzonelli@gmail.com

Also Serves On:
Also Serves On:

Sex: Female
Race: Caucasian
Township: Chapel Hill
Date Applied: 06/27/2013

Miss Danielle Mosley

476 Melanie Court
Chapel Hill NC 27514

Skills: Club Nova

Day Phone: 919-309-5685
Evening Phone:
Cell Phone:
E-mail: Dlynnm26@gmail.com

Also Serves On:

Sex: Female
Race: Caucasian
Township: Chapel Hill
Date Applied: 06/26/2012

Mrs Karen Schnell

4421 Lynch Store Rd
Mebane NC 27302

Skills: Consultant
Skills: Nurse

Day Phone: 919 304 5880
Evening Phone:
Cell Phone:
E-mail: schnellkar@yahoo.com

Also Serves On:
Also Serves On:

Sex: Female
Race: Caucasian
Township: Cedar Grove
Date Applied: 06/06/2013

Ms. Joyce Teston

2326 Highway 86 South
Hillsborough NC 27278

Skills: Patient Counselor in Hospital Setting

Day Phone: n/a
Evening Phone: n/a
Cell Phone:
E-mail: joyceteston@gmail.com

Also Serves On:

Sex: Female
Race: Caucasian
Township: Hillsborough
Date Applied: 05/19/2013

Dr Joanne Wilson

104 Stoneridge Drive
Chapel Hill NC 27514

Skills: Medical Doctor

Day Phone: 919-810-2774
Evening Phone: 919-932-5391
Cell Phone:
E-mail: antee1@earthlink.net

Also Serves On:

Sex: Female
Race: African American
Township: Chapel Hill
Date Applied: 07/15/2013

**Volunteer Application
Orange County Advisory Boards and Commissions**

Name: Miss Danielle Mosley
Name Called:
Home Address: 476 Melanie Court
Chapel Hill NC 27514
Phone (Day): 919-309-5685
Phone (Evening):
Phone (Cell):
Email: Dlynnm26@gmail.com
Place of Employment:
Job Title:
Year of OC Residence: 2011
Township of Residence: Chapel Hill
Zone of Residence: C.H. City Limits
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Adult Care Home Community Advisory Committee

Board of Health

Agricultural Preservation Board

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Club Nova

Volunteer Experience: Club Nova

Education: Attending school for ged

Other Comments:

STAFF COMMENTS: Applied for Adult Care Home Community Advisory Committee, Board of Health, and Agricultural preservation Board on 06/26/2012. ADDRESS VERIFICATION: Melanie Court is Chapel Hill Township, Chapel Hill Town Limits.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mrs Karen Schnell
Name Called:
Home Address: 4421 Lynch Store Rd
 Mebane NC 27302
Phone (Day): 919 304 5880
Phone (Evening):
Phone (Cell):
Email: schnellkar@yahoo.com
Place of Employment: Blue Sky Health Concepts Consulting, LLP
Job Title: RN, MSN, LNC
Year of OC Residence: 2004
Township of Residence: Cedar Grove
Zone of Residence: Agricultural Residential
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Nursing Home Community Advisory Committee

As a Master s prepared Advance Practice RN and Legal Nurse Consultant, I have the education and training. With my own business, Blue Sky Health Concepts Consulting LLP, and MBA, I have a strong business background to support my health care background.

Adult Care Home Community Advisory Committee

I am a RN with a MSN from UNC Chapel Hill. Also, I am a certified Legal Nurse Consultant (LNC). I have my own business on Health Consulting and Research. MBA from Elon University.

Community Activities/Organizational Memberships:

NCNA

Volunteer as Nurse of the Day for the General Assembly PRN

Past Service on Orange County Advisory Boards:

Other Comments:

STAFF COMMENTS: 06/06/2013 - Applied for Nursing Home Community Advisory Committee and Solid Waste Advisory Board (Currently Not Accepting Applications). 06/06/2013 ADDITIONAL APPLICATION for Adult Care Home Community Advisory Committee. ADDRESS VERIFICATION: 4421 Lynch Store Road is Orange County Jurisdiction, Cedar Grove Township, and AR (Agricultural Residential).

**Volunteer Application
Orange County Advisory Boards and Commissions**

Name: Dr Joanne Wilson
Name Called:
Home Address: 104 Stoneridge Drive
Chapel Hill NC 27514
Phone (Day): 919-810-2774
Phone (Evening): 919-932-5391
Phone (Cell):
Email: antee1@earthlink.net
Place of Employment: Duke
Job Title: Physician
Year of OC Residence: 1990
Township of Residence: Chapel Hill
Zone of Residence: Rural Area Resident
Sex: Female
Ethnic Background: African American

Boards/Commissions applied for:

Adult Care Home Community Advisory Committee

Medical background in the care of the elderly

Advisory Board on Aging

Board of Health

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

None

Other Comments:

STAFF COMMENTS: Applied 07/15/2013 for Adult Care Home Community Advisory Committee, Advisory Board on Aging, and Board of Health. ADDRESS VERIFICATION: 104 Stoneridge Drive is Chapel Hill Township, Orange County Jurisdiction, and (RB) Rural Buffer Zoning.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: September 17, 2013

**Action Agenda
Item No.** 11-b

SUBJECT: Hillsborough Board of Adjustment – Appointment

DEPARTMENT: Board of Commissioners

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S): Under Separate Cover
Membership Roster
Resolution
Application of Person Recommended
Applicant Interest List
Applications of Persons on Interest List

INFORMATION CONTACT:
Clerk's Office, 245-2130

PURPOSE: To consider making an appointment to the Hillsborough Board of Adjustment.

BACKGROUND: The following appointment is for Board consideration:

- Appointment to an extended term for Mr. Carl Eddie Sain. If appointed Mr. Sain will be serving an extended term (no other eligible candidates) expiring 06/30/2014.

Position Number	Representation	Expiration Date
1 Mr. Carl Eddie Sain	County - alternate	06/30/2014

FINANCIAL IMPACT: None

RECOMMENDATION(S): The Board will consider making an appointment to the Hillsborough Board of Adjustment.

Board and Commission Members

And Vacant Positions

Hillsborough Board of Adjustment

Meeting Times: 7:00 p.m. second Wednesday of each month

Terms: 2

Contact Person: Margaret Hauth, Planning Director,

Meeting Place: the Hillsborough Barn

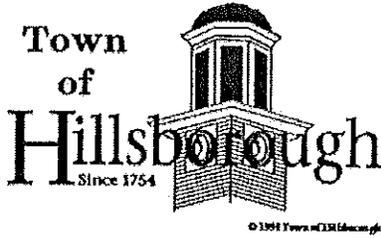
Positions: 3

Length: 3 years

Contact Phone: 919-732-1270 x73

Description: The Board of Commissioners appoints three County representatives to positions on this board. This board reviews non-residential building projects, variance requests and appeals.

1	Mr. Carl Edward Sain 1016 US 70A East Hillsborough NC 27278	Day Phone: 919-732-9245 Evening Phone: FAX: E-mail: csain@nc.rr.com	Sex: Male Race: Caucasian Township: Hillsborough Resid/Spec Req: Extraterritorial Jurisd Special Repr: County-Alternate	First Appointed: 03/06/2008 Current Appointment: 06/01/2010 Expiration: 03/31/2013 Number of Terms: 2
2	Mrs Cannie Lloyd 606 Victoria Drive Hillsborough NC 27278	Day Phone: 919-643-7603 Evening Phone: 919-732-6239 FAX: E-mail: kannielloyd@yahoo.com	Sex: Female Race: Caucasian Township: Hillsborough Resid/Spec Req: Extraterritorial Jurisd Special Repr: County	First Appointed: 06/19/2012 Current Appointment: 06/19/2012 Expiration: 09/30/2013 Number of Terms:
3	Mr. David L. Remington 609 Red Fox Trail Hillsborough NC 27278	Day Phone: 919-368-6048 Evening Phone: 919-732-4302 FAX: E-mail: dlreming@gmail.com	Sex: Male Race: Caucasian Township: Hillsborough Resid/Spec Req: Extraterritorial Jurisd Special Repr: County	First Appointed: 06/19/2012 Current Appointment: 06/19/2012 Expiration: 06/30/2014 Number of Terms: 1



RESOLUTION REQUESTING TWO APPOINTMENTS
TO EXTRATERRITORIAL JURISDICTION SEATS
ON THE HILLSBOROUGH PLANNING BOARD

WHEREAS, as a result of the end of a term, it is necessary to reappoint a volunteer to seats reserved on the Hillsborough Planning Board for persons residing within the town's extraterritorial planning jurisdiction; and

WHEREAS, by state statute and town ordinance, the Orange County Board of Commissioners initially has the authority and responsibility to appoint ETJ members to the town's Planning Board; and

WHEREAS, the current volunteer is willing to serve another term and has an excellent attendance record,

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE TOWN OF HILLSBOROUGH RESOLVES:

Section 1. The Orange County Board of Commissioners is respectfully requested to reappoint the following individual to an ETJ seat on the Hillsborough Board of Adjustment, whose term would expire June 30, 2014:

Mr. Carl Eddie Sain
1016 US 70A East
Hillsborough, NC 27278

Section 2. If the Orange County Board of Commissioners fails to appoint persons willing to serve in the capacity described above within 90 days after receiving this resolution, then the Hillsborough Town Board may make this appointment.

Section 3. The Town Clerk shall send a copy of this resolution to the Orange County Manager.

Section 4. This resolution shall become effective upon adoption.

The foregoing resolution having been submitted to a vote received the following vote and was duly adopted this 10th day of June, 2013.

Ayes: 4

Notes: 0

Absent or excused: 1

I, Donna F. Armbrister, Town Clerk of the Town of Hillsborough, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Hillsborough Town Board of Commissioners on June 10th, 2013.

The signature is written in cursive and reads 'Donna F. Armbrister'.

Donna F. Armbrister
Town Clerk

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Carl Edward Sain
Name Called:
Home Address: 1016 US 70A East
 Hillsborough NC 27278
Phone (Day): 919-732-9245
Phone (Evening):
Phone (Cell):
Email: csain@nc.rr.com
Place of Employment: Ray Motor Company
Job Title: Technician
Year of OC Residence:
Township of Residence: Hillsborough
Zone of Residence:
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: 1192-present Ray Motor Company, 1982-1992 Don Lacefield Dealership, Shop Foreman

Volunteer Experience: Non-profit Car Club (Board Member) Active Church Member (New Sharon Church) Former Moose Lodge Member Toys fo Tots

Education: High School Graduate Automotive Continuing Education

Other Comments:

Interested in assisting with decisions made towards Hillsborough's future growth. Resident of Orange County for 46 years. STAFF COMMENTS: Originally applied for Hillsborough Board of Adjustment and Hillsborough Planning Board on the Town of Hillsborough site, was forwarded from Margaret Hauth 1/2008. ADDRESS VERIFICATION: 401 Rock Garden Lane, Hillsborough is Hillsborough Township.

This application was current on: 1/28/2008

Date Printed: 9/6/2013

Applicant Interest Listing

by Board Name and by Applicant Name

Hillsborough Board of Adjustment

Contact Person: Margaret Hauth, Planning Direct
Contact Phone: 919-732-1270 x73

No applicants for this board.

Day Phone:
Evening Phone:
Cell Phone:
E-mail:
Also Serves On:

Sex:
Race:
Township:
Date Applied:

Skills:

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: September 17, 2013

**Action Agenda
Item No.** 11-c

SUBJECT: Historic Preservation Commission – Appointment

DEPARTMENT: Board of Commissioners

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S): Under Separate Cover
Membership Roster
Letter of Recommendation
Application of Person Recommended
Applicant Interest List
Applications of Persons on Interest List

INFORMATION CONTACT:
Clerk's Office, 245-2130

PURPOSE: To consider making an appointment to the Historic Preservation Commission.

BACKGROUND: The following appointment is for Board consideration:

- Appointment to a first full term for Ms. Jaime Grant. If appointed Ms. Grant will be serving a first partial term expiring 03/31/2015.

Position Number	Representation	Expiration Date
1 Ms. Jaime Grant	At-Large	03/31/2015

FINANCIAL IMPACT: None

RECOMMENDATION(S): The Board will consider making an appointment to the Historic Preservation Commission.

Board and Commission Members

And Vacant Positions

Historic Preservation Commission (APPLICANTS SHALL RESIDE WITHIN THE TERR

Meeting Times: 7:00 p.m. fourth Wednesday of each month

Terms: 2

Contact Person: Peter Sandbeck

Meeting Place: Planning and Agricultural Building

Positions: 7

Length: 3 years

Contact Phone: 919-245-2517

Description: Appointments are made for three years. The majority of the members of the commission shall have demonstrated special interest, experience or education in history, architecture, landscape architecture, archaeology, or related fields. This commission is charged with undertaking an inventory of properties of historical, prehistorical, architectural, and/or cultural significance. It recommends areas to be designated or removed as "historic districts" and reviews and acts upon proposals for alterations, demolition, new construction, etc. APPLICATANTS MUST RESIDE WITHIN THE TERRITORIAL JURISDICTION OF ORANGE COUNTY. To learn more, visit this web

1	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: At-Large Special Repr:	First Appointed: Current Appointment: Expiration: 03/31/2012 Number of Terms:
2	Mr. Statler Gilfillen Vice-Chair 3302 St. Mary's Road Hillsborough NC 27178	Day Phone: 919-732-6123 Evening Phone: 919-732-6123 FAX: E-mail: statlergilfillen@hotmail.com	Sex: Male Race: Caucasian Township: Cedar Grove Resid/Spec Req: At-Large Special Repr:	First Appointed: 06/15/2010 Current Appointment: 03/15/2011 Expiration: 06/30/2014 Number of Terms: 1
3	Mr. Todd Dickinson Chair 4606 Hunt Road Hillsborough NC 27278	Day Phone: 919-614-8764 Evening Phone: 919-732-5439 FAX: 732-5439 E-mail: dicres@mindspring.com	Sex: Male Race: Caucasian Township: Little River Resid/Spec Req: At-large Special Repr:	First Appointed: 05/03/2007 Current Appointment: 11/08/2012 Expiration: 03/31/2015 Number of Terms: 2
4	Ms. Joanna Lelekacs 3606 Buckhorn Road Efland NC 27243	Day Phone: 919-244-5269 Evening Phone: 919-244-5269 FAX: E-mail: joanna.lelekacs@gmail.com	Sex: Female Race: Caucasian Township: Bingham Resid/Spec Req: At-large Special Repr:	First Appointed: 09/20/2011 Current Appointment: 09/20/2011 Expiration: 03/31/2014 Number of Terms: 1
5	Dr. Robert Ireland 721 Mary E. Cook Rd. Hillsborough NC 27278	Day Phone: 732-7538 Evening Phone: 732-7538 FAX: E-mail: ireland.bob@gmail.com	Sex: Male Race: Caucasian Township: Eno Resid/Spec Req: At-large Special Repr:	First Appointed: 12/13/2011 Current Appointment: 03/19/2013 Expiration: 03/31/2016 Number of Terms: 1

Board and Commission Members

And Vacant Positions

Historic Preservation Commission (APPLICANTS SHALL RESIDE WITHIN THE TERR

Meeting Times: 7:00 p.m. fourth Wednesday of each month

Terms: 2

Contact Person: Peter Sandbeck

Meeting Place: Planning and Agricultural Building

Positions: 7

Length: 3 years

Contact Phone: 919-245-2517

Description: Appointments are made for three years. The majority of the members of the commission shall have demonstrated special interest, experience or education in history, architecture, landscape architecture, archaeology, or related fields. This commission is charged with undertaking an inventory of properties of historical, prehistorical, architectural, and/or cultural significance. It recommends areas to be designated or removed as "historic districts" and reviews and acts upon proposals for alterations, demolition, new construction, etc. APPLICATANTS MUST RESIDE WITHIN THE TERRITORIAL JURISDICTION OF ORANGE COUNTY. To learn more, visit this web

Mr. Robert T. Golan

6

1830 Halls Mill Road
Efland NC 27243

Day Phone: 919-644-6483

Evening Phone:

FAX: 919-644-7506

E-mail: robgol@mindspring.com

Sex: Male

Race: Caucasian

Township: Cheeks

Resid/Spec Req: At-large

Special Repr:

First Appointed: 01/20/2011

Current Appointment: 03/19/2013

Expiration: 03/31/2016

Number of Terms: 2

Ms Susan T Ballard

7

3517 Iva Ada Drive
Hillsborough NC 27278

Day Phone: 919 260 9243

Evening Phone: 919 732 4443

FAX:

E-mail: sballard@nc.rr.com

Sex: Female

Race: Caucasian

Township: Eno

Resid/Spec Req: At-large

Special Repr:

First Appointed: 05/21/2013

Current Appointment: 05/21/2013

Expiration: 03/31/2016

Number of Terms: 1



HISTORIC PRESERVATION COMMISSION

August 19, 2013

Donna Baker
Clerk to the Board of County Commissioners
200 South Cameron Street
Hillsborough, NC 27278

Dear Ms. Baker:

The Orange County Historic Preservation Commission (HPC) currently has one vacancy. At our regular meeting held on July 24, 2013, the HPC membership reviewed the roster of current applications posted online.

The HPC chair and vice chair are pleased to recommend the appointment of Ms. Jaime Grant to fill our one remaining vacancy. Her extensive background in archaeology and cultural resource management databases will be a tremendous asset for the work of the HPC.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Peter Sandbeck".

Peter Sandbeck, Cultural Resources Coordinator

cc: Todd Dickinson, Chair
Statler Gilfillen, Vice-Chair
Rich Shaw, Land Conservation Manager

NATURAL and CULTURAL RESOURCES DIVISION
Orange County Department of Environment, Agriculture, Parks & Recreation
PO Box 8181 Hillsborough, NC 27278
Phone: (919) 245-2517 Fax: (919) 644-3351

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Jaime Grant
Name Called:
Home Address: 9103 Greenbrier Sta
 Chapel Hill NC 27516
Phone (Day): 860-218-4921
Phone (Evening):
Phone (Cell):
Email: grantjaime@gmail.com
Place of Employment: University of Connecticut Graduate Student
Job Title: PhD Candidate
Year of OC Residence: 2008
Township of Residence: Bingham
Zone of Residence: Rural Area Resident
Sex: Female
Ethnic Background: Other

Boards/Commissions applied for:

Historic Preservation Commission (APPLICANTS SHALL RESIDE WITH

I received my MA in Anthropology/Archaeology from the University of Connecticut in 2003. My studies have focused on the use of technology GIS and databases in identifying, analyzing data related to cultural resources. From 2008 to 2012 I worked full time and completed my fieldwork for my PhD Dissertation. The dissertation focuses on Alluvial Geomorphology and their impact on Archaeological Settlement Patterns. In addition to my formal education I have also received training and certificates in the following:

- Section 106 Cultural Resource Management (2010)
- ARPA Archaeological Resource Protection Act) Certification (2011)
- Certificate in Microsoft Access (2008)
- Certificate in Structured Query Language (SQL)(2010)
- Certificate in HTML and CSS (2011)
- ESRI Certificate in ArcGIS 10 Desktop Tools and Analysis

My work(2008-2012) as an Archaeologist and GIS Specialist at the Cultural Resources Team of Fort Bragg allowed me to improve my abilities to use technology to manage cultural resources. My duties included:

- Coordination with with NEPA (National Environmental Policy Act) reviewers
- Conducting Section 106 Cultural Resource impact review and assessment
- Conducting archaeological survey
- Developing GIS databases
- Developing VBA code and maintain MS Access relational databases (frontend and backend)for all archaeological and historic architecture data
- Extracting transferring, loading, and organizing data to maintain Access databases for all cultural resource projects and data calls
- Conduct qualitative and quantitative analysis
- Communicating with project team members and other stakeholders to define data needs, project requirements, and desired outputs

Compiling and digitally organizing and store all spatial data in accordance with Federal Spatial Data Standards for Facilities and Infrastructure (SDSFIE)
 Analyzing spatial data from field collected GPS data and aerial photography and historical imagery
 Validating aerial photography through field investigation and GPS data collection
 Performing regular quality control checks of GIS Data and non-spatial database to ensure data integrity
 Managing individual project tasks related to GIS, database design and management, and data visualization for cultural resource management
 Customizing GIS and relational database workflow and software programs for long-term data collection and cultural resource applications
 Preparing comprehensive reviews and reports on GIS data collection and management requirements
 Writing and maintaining metadata to follow federal standards
 Created and maintained Cultural Resources website within Fort Bragg s Content Management System

Prior to the most recent work experience at Fort Bragg I worked at the Office of State Archaeology (OSA) in Connecticut as a Graduate Student Researcher. As a Graduate Student at CT OSA I developed the states first archaeological database and began communicating with towns and other agencies on their cultural resource management needs and questions.

I believe my education and experience in archaeology cultural resource management and data management will be useful in managing and promoting all of Orange County s historic assets.

Community Activities/Organizational Memberships:

Board of Directors (Secretary) for HOA The Trails Subdivision

Past Service on Orange County Advisory Boards:

Other Comments:

STAFF COMMENTS: Originally (07/23/2013) for Historic Preservation Commission.
 UPDATED APPLICATION 08/01/2013 ADDRESS VERIFICATION: 9103 Greenbriar Station, Chapel Hill, is Bingham Township, Orange County Jurisdiction, R1 Rural Resident.

Applicant Interest Listing

by Board Name and by Applicant Name

Historic Preservation Commission (APPLICANTS S

Contact Person: Peter Sandbeck

Contact Phone: 919-245-2517

Rev. Susie Enoch 4002 McGowan Creek Road Efland NC 27243	Day Phone: 336-260-7694 Evening Phone: 336-260-7694 Cell Phone: E-mail: enochts@aol.com	Sex: Female Race: African American Township: Cheeks Date Applied: 08/29/2012
Skills: Human Resources Director	Also Serves On: Commission for the Environment	
Skills: Human Resources Manager	Also Serves On: Orange Unified Transportation Board	
Skills: Pastoral Services	Also Serves On: Commission for the Environment	
	Also Serves On: Orange Unified Transportation Board	
Ms. Jaime Grant 9103 Greenbrier Sta Chapel Hill NC 27516	Day Phone: 860-218-4921 Evening Phone: Cell Phone: E-mail: grantjaime@gmail.com	Sex: Female Race: Other Township: Bingham Date Applied: 08/01/2013
Skills: Anthropology	Also Serves On:	
Skills: Archaeologist	Also Serves On:	
Ms. Joyce Christine Preslar 9417 Bethel-Hickory Grove Ch Rd Chapel Hill NC 27516	Day Phone: 919-967-0367 Evening Phone: 919-357-6198 Cell Phone: E-mail: joypreslar@gmail.com	Sex: Female Race: Caucasian Township: Bingham Date Applied: 04/14/2011
Skills: Arts	Also Serves On: Human Relations Commission	
Skills: Public Health and Safety		
Skills: Real Estate		
Ms. Lydia Wegman 5704 Cascade Drive Chapel Hill NC 27514	Day Phone: 919-541-5505 Evening Phone: 919-382-1904 Cell Phone: E-mail: wegman.lydia@epa.gov	Sex: Female Race: Caucasian Township: Chapel Hill Date Applied: 06/10/2013
Skills: Environmental/Natural Resources	Also Serves On:	
Dr. Larry Wright 7020 Caviness Jordan Rd. Cedar Grove NC 27231	Day Phone: 919-732-7362 Evening Phone: 919-732-7362 Cell Phone: E-mail: wrightl7020@yahoo.com	Sex: Male Race: Caucasian Township: Cedar Grove Date Applied: 05/03/2010
Skills: Environmental Scientist	Also Serves On: Orange County Board of Adjustment (REQUIRES DIS	

Volunteer Application Orange County Advisory Boards and Commissions

Name: Rev. Susie Enoch
Name Called:
Home Address: 4002 McGowan Creek Road
 Efland NC 27243
Phone (Day): 336-260-7694
Phone (Evening): 336-260-7694
Phone (Cell):
Email: enochts@aol.com
Place of Employment: Unemployed
Job Title:
Year of OC Residence: 2009
Township of Residence: Cheeks
Zone of Residence: Rural Area Resident
Sex: Female
Ethnic Background: African American

Boards/Commissions applied for:

Durham Technical Community College Board of Directors

Board of Social Services

Economic Development Advisory Board (REQUIRES DISCLOSURE ST

Human Relations Commission

Historic Preservation Commission (APPLICANTS SHALL RESIDE WITH

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: WrightCare Alternatives Services, Hillsborough, NC [Mar 2008 - May 2011]

Human Resource Director; Served in a pivotal role as a member of the senior leadership team, while providing organizational leadership for the alignment of WCAS workforce with the mission and vision. Worked closely with the Program Director and key clinical team to develop and implement HR strategies, functions and systems to facilitate the achievement of WCAS strategic directions and initiatives. Served as the staff advisor and liaison within various Committees of WCAS Board of Directors, as needed:

'Promoted and facilitated the mission and vision of the organization. Maintained the staff needed for client care. Created, directed, and implemented development strategies to solidify and expand the organization's employee and employer relationship. Developed a

sound HR dept which allowed for effective delivery of excellent services while achieving the financial goals set for the organization. Oversaw all operations including hiring and supervising of staff, training, and developing and implementing organizational policies and procedures.

Qualified Professional: Served as Qualified Professional responsible for providing an array of case coordination and mental health services for MH/DD/SA clients. Determined the extent of each individual's mental health or crisis situations as well as the appropriate measures to be taken in each case. Upheld agency goals to meet the educational, vocational, residential, mental health treatment, financial, social and other non-treatment needs of the recipient. Managed the arrangement, and linkage or integration of multiple services as needed as it related to programs and other outside agencies. Assessed and reassessed recipient's needs for case management services; informed the recipient about benefits, community resources, and services.

Duke University Medical Center (Pastoral Services), Durham, NC [May 2010 - May 2011]

Chaplain Resident: Provided interfaith pastoral/spiritual care to patients, families, and staff in crisis situations. Evaluated emotional, social, spiritual and religious factors to determine the capacity to cope with illness and death through completed spiritual assessments outlining problems, goals and interventions. Served as a liaison with community pastoral care services, clergy and faith communities. Successfully educated patients, families, and staff, as well as participated in ethics consults. Developed sacerdotal functions, religious rituals, and services upon personal request of patients or their family members according to their beliefs, and religious orientations; personally or in conjunction with community spiritual leaders.

Durham Technical Community College, Durham, NC [2004 - 2005]

Continuing Education Instructor: Taught classes in basic money marketing skills, customer service, healthcare, and teaching careers for c.e.u certification, and associate/bachelor level degrees. Lead Job Fairs and provided classroom instruction in job assistance training [in both group/individual] settings. Successfully educated clients in job preparation through counseling, mock interviews and resume critique.

Bank of America (formerly NationsBank), Burlington, NC & Greensboro, NC [1998 - 2000] Assistant Branch Manager/ Consumer Banker. Played a key role in developing sales programs that helped meet company goals. Maintained direct oversight of branch cash flow; resolved escalated issues and reported to management. Conducted monthly and quarterly branch audits, including security system tests. Open and closed the branch daily; supervised a staff of 12.

Great American Knitting Mills (Gold Toe), Burlington, NC [1995 - 1998] Credit/Account Analyst - Worked with a team of three analyst/collectors. Ensured that staff members complied with FDCPA guidelines. Conducted some training and team development sessions. Recovered \$750,000 in charged off collateral. Implemented a new goal oriented business plan detailing objectives, costs and accomplishments. Reduced delinquencies 20%

Volunteer Experience: New Covenant UHC (Burlington, NC) Clothing Giveaway (Evangelism Committee);

Education: Duke University Medical Center-Pastoral Services, Durham, NC C.P.E. Residency, 3 Units- May 2011

Duke University Medical Center-Pastoral Services, Durham, NC C.P.E. Internship, 1 Unit- May 08-Aug 08

Duke University Duke Divinity School, Durham, NC Master of Divinity, GPA: 2.89 -May 2009

Shaw University, Raleigh, NC BA Religion/Philosophy; Summa Cum Laude, GPA:3.89 - Dec-2004

Other Comments:

The community in which one lives should always be a matter of concern to them. The quality of life within the community reflects the heart and soul of its residents in regards to their values and principles they live by. With that said, I am most interested to be a part of the Orange County community not just as a mere resident, but one who desires to serve the community in a greater aspect within the Advisory Board, Commission, and or Committee(s) listed above. STAFF COMMENTS: Applied for Orange County Planning Board, Board of Social Services, and Interlocal Agreement committee for the Hillsborough Area-Orange county Strategic Growth Plan Phase II 12/29/2010. Updated application through Planning Department for OUTBoard 1/24/2011. UPDATED APPLICATION FOR OC PLANNING BOARD 02/13/2012. UPDATED APPLICATION 05/15/2012 TO INCLUDE Human Relations Commission, Commission for the Environment, Historic Preservation Commission, Orange Unified Transportation Board, Board of Social Services, Durham Technical Community College Board of Directors, and Economic Development Advisory Board. , ADDRESS VERIFICATION: 4002 McGowan Creek Road, Efland, NC is in Orange County Jurisdiction and Cheeks Township.

This application was current on: 8/29/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Joyce Christine Preslar
Name Called:
Home Address: 9417 Bethel-Hickory Grove Ch Rd
 Chapel Hill NC 27516
Phone (Day): 919-967-0367
Phone (Evening): 919-357-6198
Phone (Cell):
Email: joypreslar@gmail.com
Place of Employment: CH/Carrboro City Schools
Job Title: Substitute Teacher
Year of OC Residence:
Township of Residence: Bingham
Zone of Residence:
Sex: Female
Ethnic Background: Caucasian
Boards/Commissions applied for:
 Historic Preservation Commission (APPLICANTS SHALL RESIDE WITH

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: 10 years @UNC Hospitals, (Cardiac, Labs, Anesthesiology Dept, Cardiac Surveillance) 4 years Dept. of Public Safety, UNC-CH. 8 years CHCCS substitute teacher, all levels.

Volunteer Experience: Carrboro Arts Committee, 4 years Carrboro Film Festival, 2 years; CH Christmas Parade, 5 years UNC Hospitals Employee Forum/Volunteer Liason (Canrdia Labs), 3 years UNC Hospitals music on the Commons (Pt/Staff entertainment event), Coordinator, 4 years

Education: UNC-CH BA African American Studies (less one exam Math 10), Notary, Bus. Finance, Microcomputer, Real Estate Fundamentals - DTI

Other Comments:

STAFF COMMENTS: Originally applied for OWASA, Human Relations Commission & Historic Preservation on 6/23/08. Updated application to add HRC on 04/14/2011.
 ADDRESS VERIFICATION: 9417 Bethel-Hickory Grove Ch Rd is Bingham Township, OCPL jurisdiction.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Lydia Wegman
Name Called:
Home Address: 5704 Cascade Drive
 Chapel Hill NC 27514
Phone (Day): 919-541-5505
Phone (Evening): 919-382-1904
Phone (Cell):
Email: wegman.lydia@epa.gov
Place of Employment: US EPA
Job Title: Division Director
Year of OC Residence: 1990
Township of Residence: Chapel Hill
Zone of Residence: Orange County
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Commission for the Environment

I am a lawyer by training and have worked for the US Environmental Protection Agency for over 30 years addressing both legal and policy issues concerning air quality. I believe my work experience and my deep interest in environmental protection would enable me to contribute significantly to the work of this commission.

Historic Preservation Commission (APPLICANTS SHALL RESIDE WITH

I have worked for the US Environmental Protection Agency for over 30 years and am a lawyer by training, both of which equip me well to understand complex legal and environmental issues. I believe this experience, plus my strong interest in preserving the historic character of Orange County and helping to preserve the quality of life that brought my husband and me here over 20 years ago, would enable me to contribute well to the work of this commission.

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Orange County Board of Adjustment (REQUIRES DISCLOSURE STATE

Orange Unified Transportation Board

Orange Water & Sewer Authority Board of Directors

Community Activities/Organizational Memberships:

As I have worked full-time for many years, I have not had time to participate in community activities in the way in which I would like to do. I am now ready to devote time to my community and would very much like to volunteer for work on a county advisory board. I want to contribute my time to help the county address the multitude of issues it is facing, including how to address the desire and need for economic development and growth while protecting the environment and preserving the historic and agricultural character of this beautiful county.

Past Service on Orange County Advisory Boards:

None.

Other Comments:

STAFF COMMENTS: Originally (06/10/2013) applied for Chapel Hill Board of Adjustment (not located in ETJ or JPA area), Commission for the Environment, and Historic Preservation Commission. ADDRESS VERIFICATION: 5704 Cascade Drive is located in Chapel Hill Township, Orange County Jurisdiction, and Rural Buffer.

This application was current on: 6/10/2013 12:21:39 PM

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Dr. Larry Wright
Name Called:
Home Address: 7020 Caviness Jordan Rd.
 Cedar Grove NC 27231
Phone (Day): 919-732-7362
Phone (Evening): 919-732-7362
Phone (Cell):
Email: wrightl7020@yahoo.com
Place of Employment: Retired
Job Title:
Year of OC Residence: 1978
Township of Residence: Cedar Grove
Zone of Residence: Cedar Grove Twmsp
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Historic Preservation Commission (APPLICANTS SHALL RESIDE WITH

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: National Institute of Environmental Health Sciences - 24 yrs
 Duke University Medical Center - 7 yrs
 Medical College of Virginia - 1
 yr

Teaching/Biomedical Research/Administration 40+ years Medical College of Virginia, Duke University Medical Center, National Institutes of Health

Volunteer Experience: Various Professional Committees, Chaired committees, formed others, Orange County Planning Board

Education: Ph.D. Virology Immunology
 M.S.L.S. University of NC-Chapel Hill
 M.S. Medical Microbiology
 B.A. Zoology

Other Comments:

Member (Sam Lasris) currently rolling off the Planning Board encouraged me to apply. Another friend serves on the Planning Board for Athens, GA. She is active in the Congress for New Urbanism and has encouraged me to read Rise and Sprawl and Decline of the American Dream, Andres Duany; Suburban Nation, Home from Nowhere,

Jim Kuntsler. STAFF COMMENTS: Originally applied for Orange County Planning Board 1/28/2008. Applied for Historic Preservation Commission 5/3/2010, ADDRESS VERIFICATION: 7020 Caviness Jordan Rd is in Cedar Grove Township, OCPL jurisdiction. I'm very interested in the charge and goals of the Historic Preservation Commission.

This application was current on: 5/3/2010

Date Printed: 9/6/2013

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: September 17, 2013

**Action Agenda
Item No.** 11-d

SUBJECT: Human Relations Commission – Appointment

DEPARTMENT: Board of Commissioners

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S): Under Separate Cover
Membership Roster
Resolution
Application of Person Recommended
Applicant Interest List
Applications of Persons on Interest List

INFORMATION CONTACT:
Clerk's Office, 245-2130

PURPOSE: To consider making an appointment to the Human Relations Commission.

BACKGROUND: The following appointment is for Board consideration:

- Appointment to a first full term as a Town of Carrboro Special Representative for Ms. Monica Richard. If appointed Ms. Richard will be serving a first full term expiring 06/30/2016.

Position Number	Representation	Expiration Date
10 Ms. Monica Richard	Town of Carrboro Spec. Rep.	06/30/2016

FINANCIAL IMPACT: None

RECOMMENDATION(S): The Board will consider making an appointment to the Human Relations Commission.

Board and Commission Members

And Vacant Positions

Human Relations Commission

Meeting Times: 6:30 p.m. second Monday of each month

Terms: 2

Contact Person: James Davis

Meeting Place: Community Room of the Animal Services Facility

Positions: 18

Length: 3 years

Contact Phone: 919-245-2492

Description: The Board of Commissioners appoints all eighteen members. The Towns of Chapel Hill, Carrboro and Hillsborough each nominate at least one member. This commission seeks to prevent and/or eliminate bias and discrimination by means of education, persuasion, conciliation and enforcement. It also advises the Board of County Commissioners on these matters, receives discrimination complaints, and conducts the corresponding investigation of such complaints. To learn more, visit this web address: www.co.orange.nc.us/hrr/hrc.asp

1	Dr. Christine Kelly-Kleese Vice-Chair 9512 Greenfield Road Chapel Hill NC 27516	Day Phone: 536-7231 Evening Phone: 929-5900 FAX: 686-3396 E-mail: kleesec@durhamtech.edu	Sex: Female Race: Caucasian Township: Bingham Resid/Spec Req: At-Large Special Repr:	First Appointed: 01/20/2011 Current Appointment: 06/19/2012 Expiration: 06/30/2015 Number of Terms: 1
2	Ms. Natalie Wu 638 Patriot's Pointe Drive Hillsborough NC 27278	Day Phone: 919-684-7669 Evening Phone: FAX: E-mail: nwu.2485@gmail.com	Sex: Female Race: Asian American Township: Hillsborough Resid/Spec Req: At-Large Special Repr:	First Appointed: 05/21/2013 Current Appointment: 05/21/2013 Expiration: 09/30/2015 Number of Terms: 1
3	Dr. Robert Ireland 721 Mary E. Cook Rd. Hillsborough NC 27278	Day Phone: 732-7538 Evening Phone: 732-7538 FAX: E-mail: ireland.bob@gmail.com	Sex: Male Race: Caucasian Township: Eno Resid/Spec Req: At-Large Special Repr:	First Appointed: 11/08/2012 Current Appointment: 11/08/2012 Expiration: 09/30/2015 Number of Terms: 1
4	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: Chapel Hill Special Repr: Town of Chapel Hill	First Appointed: Current Appointment: Expiration: 06/30/2014 Number of Terms:
5	Mr. Marc Xavier 906 Savannah Court Hillsborough NC 27278	Day Phone: 919-368-8102 Evening Phone: 919-368-8102 FAX: E-mail: MXAVIER88@GMAIL.COM	Sex: Male Race: African American Township: Hillsborough Resid/Spec Req: At-Large Special Repr:	First Appointed: 05/21/2013 Current Appointment: 05/21/2013 Expiration: 06/30/2014 Number of Terms: 1

Board and Commission Members

And Vacant Positions

Human Relations Commission

Meeting Times: 6:30 p.m. second Monday of each month

Terms: 2

Contact Person: James Davis

Meeting Place: Community Room of the Animal Services Facility

Positions: 18

Length: 3 years

Contact Phone: 919-245-2492

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6	Ms. Annette Uhlenberg 1485 Ephesus Church Rd Chapel Hill NC 27517	Day Phone: 919 308 1567 Evening Phone: FAX: E-mail:	Sex: Female Race: African American Township: Chapel Hill Resid/Spec Req: At-Large Special Repr:	First Appointed: 01/20/2011 Current Appointment: 01/20/2011 Expiration: 09/30/2013 Number of Terms: 1
7	Ms. Joyce Christine Preslar 9417 Bethel-Hickory Grove Ch Rd Chapel Hill NC 27516	Day Phone: 919-967-0367 Evening Phone: 919-357-6198 FAX: 919-967-0367 E-mail: joypreslar@gmail.com	Sex: Female Race: Caucasian Township: Bingham Resid/Spec Req: At-Large Special Repr:	First Appointed: 08/23/2011 Current Appointment: 06/18/2013 Expiration: 06/30/2016 Number of Terms: 1
8	Mr. Matthew Hughes 1845 Washington Drive, PO Box 1406 Hillsborough NC 27278	Day Phone: 919-928-4480 Evening Phone: FAX: E-mail: matt.hughes90@yahoo.com	Sex: Male Race: Caucasian Township: Eno Resid/Spec Req: At-Large Special Repr:	First Appointed: 01/20/2011 Current Appointment: 08/23/2011 Expiration: 06/30/2014 Number of Terms: 1
9	Dr. Preston Scott Phillips 116 Hampton Court Chapel Hill NC 27514	Day Phone: 919-370-0742 Evening Phone: FAX: E-mail: prestonscottphillips@yahoo.com	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: Chapel Hill Special Repr: Town of Chapel Hill	First Appointed: 08/21/2012 Current Appointment: 08/21/2012 Expiration: 06/30/2013 Number of Terms: 1
10	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: Carrboro Special Repr: Town of Carrboro	First Appointed: Current Appointment: Expiration: 06/30/2013 Number of Terms:

Board and Commission Members

And Vacant Positions

Human Relations Commission

Meeting Times: 6:30 p.m. second Monday of each month

Terms: 2

Contact Person: James Davis

Meeting Place: Community Room of the Animal Services Facility

Positions: 18

Length: 3 years

Contact Phone: 919-245-2492

Description: The Board of Commissioners appoints all eighteen members. The Towns of Chapel Hill, Carrboro and Hillsborough each nominate at least one member. This commission seeks to prevent and/or eliminate bias and discrimination by means of education, persuasion, conciliation and enforcement. It also advises the Board of County Commissioners on these matters, receives discrimination complaints, and conducts the corresponding investigation of such complaints. To learn more, visit this web address: www.co.orange.nc.us/hrr/hrc.asp

11	Dr. Li-Chen Chin 2212 Becketts Ridge Drive Hillsborough NC 27278	Day Phone: 919-684-5480 Evening Phone: FAX: E-mail: hsiaofufu@hotmail.com	Sex: Female Race: Asian American Township: Hillsborough Resid/Spec Req: Hillsborough Special Repr: Town of Hillsborough	First Appointed: 11/08/2012 Current Appointment: 11/08/2012 Expiration: 06/30/2015 Number of Terms: 1
12	Dr. Cynthia Stubbs 213 Enstone Court Hillsborough NC 27278	Day Phone: 919-732-4032 Evening Phone: 919-732-4032 FAX: 919-732-4032 E-mail: pmfajs@aol.com	Sex: Female Race: Caucasian Township: Eno Resid/Spec Req: At-Large Special Repr:	First Appointed: 08/23/2011 Current Appointment: 06/18/2013 Expiration: 06/30/2016 Number of Terms: 1
13	Mr. Gerald Ponder 2 Winnawa Walk Hillsborough NC 27278	Day Phone: 919-732-8576 Evening Phone: 919-732-8576 FAX: E-mail: Gaponder@gmail.com	Sex: Male Race: Caucasian Township: Hillsborough Resid/Spec Req: Hillsborough Special Repr: Town of Hillsborough	First Appointed: 11/08/2012 Current Appointment: 11/08/2012 Expiration: 06/30/2014 Number of Terms: 1
14	Mr. Joseph Polich 733 Raleigh Road Chapel Hill NC 27514	Day Phone: 919-593-9481 Evening Phone: FAX: E-mail: joepolich@gmail.com	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr:	First Appointed: 08/23/2011 Current Appointment: 11/08/2012 Expiration: 09/30/2015 Number of Terms: 1
15	Dr Lori Schweickert 3904 Teer Rd Chapel Hill NC 27516	Day Phone: 919-677-0101 Evening Phone: 919-967-3143 FAX: 919-677-0113 E-mail: lori@intrex.net	Sex: Female Race: Caucasian Township: Bingham Resid/Spec Req: At-Large Special Repr:	First Appointed: 05/19/2009 Current Appointment: 11/04/2010 Expiration: 06/30/2013 Number of Terms: 1

Board and Commission Members

And Vacant Positions

Human Relations Commission

Meeting Times: 6:30 p.m. second Monday of each month

Terms: 2

Contact Person: James Davis

Meeting Place: Community Room of the Animal Services Facility

Positions: 18

Length: 3 years

Contact Phone: 919-245-2492

Description: The Board of Commissioners appoints all eighteen members. The Towns of Chapel Hill, Carrboro and Hillsborough each nominate at least one member. This commission seeks to prevent and/or eliminate bias and discrimination by means of education, persuasion, conciliation and enforcement. It also advises the Board of County Commissioners on these matters, receives discrimination complaints, and conducts the corresponding investigation of such complaints. To learn more, visit this web address: www.co.orange.nc.us/hrr/hrc.asp

16	Rev. Rollin Russell 202 Saponi Drive Hillsborough NC 27278	Day Phone: 919-644-0869 Evening Phone: same FAX: E-mail: rollinrussell@nc.rr.com	Sex: Male Race: Caucasian Township: Hillsborough Resid/Spec Req: At-Large Special Repr:	First Appointed: 08/23/2011 Current Appointment: 06/19/2012 Expiration: 06/30/2015 Number of Terms: 1
17	Ms. Jamie Paulen 5500 Spring House Lane Chapel Hill NC 27516	Day Phone: 216-965-5095 Evening Phone: FAX: E-mail: jamiepaulen@gmail.com	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr:	First Appointed: 05/21/2013 Current Appointment: 05/21/2013 Expiration: 06/30/2014 Number of Terms: 1
18	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: Carrboro Special Repr: Town of Carrboro	First Appointed: Current Appointment: Expiration: 06/30/2014 Number of Terms:

**A RESOLUTION RECOMMENDING AN APPOINTMENT TO THE
ORANGE
COUNTY HUMAN RELATIONS COMMISSION**

WHEREAS, the Town of Carrboro has two seats on the Orange County Human Relations Commission;
and

WHEREAS, Monica Richards has submitted an application expressing interest in serving as a Carrboro representative on the Orange County Human Relations Commission.

NOW, THEREFORE, THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO
HEREBY RESOLVES:

Section 1. The Board of Aldermen hereby recommends that the Orange County Board of Commissioners appoint Monica Richards as a Carrboro representative on the Orange County Human Relations Commission.

Section 2. This resolution shall become effective upon adoption.

This the 3rd day of September, 2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Monica Richard
Name Called:
Home Address: D4 Fenway Park
 Carrboro NC 27510
Phone (Day): 919-932-1273
Phone (Evening):
Phone (Cell):
Email: mlrichard@mindspring.com
Place of Employment: UNC-CH
Job Title: Program Administrator
Year of OC Residence: 1996
Township of Residence: Chapel Hill
Zone of Residence: Carrboro City Limits
Sex: Female
Ethnic Background: African American

Boards/Commissions applied for:

Human Relations Commission

I have had training in the following areas: Dispute Settlement Center, Mediation 101, Conflict resolution Part I & II, National Coalition Building, Leadership Certificate. Human rights is an important issue, one which I look forward to developing a deeper understanding of particularly as it applies to my community, my county. I am looking for more than a textbook understanding of the challenges that people face and I believe some of the skills I have developed along the way can be useful to this cause.

Community Activities/Organizational Memberships:

I have an undergraduate degree in Communications Studies and a Master's Degree in Organizational Management and Development, Focus: Organizations Change.

Past Service on Orange County Advisory Boards:

Other Comments:

STAFF COMMENTS: Originally (07/09/2013) applied for Orange County Human Relations Commission (Carrboro Representative). ADDRESS VERIFICATION: D4 Fenway Park, Carrboro, NC is Chapel Hill Township, Carrboro Jurisdiction, Carrboro City Limits.

Applicant Interest Listing

by Board Name and by Applicant Name

Human Relations Commission

Contact Person: James Davis
Contact Phone: 919-245-2492

<p>Dr. Patrick Akos 5 Deerwood Ct Chapel Hill NC 27517</p> <p>Skills: Professor</p>	<p>Day Phone: 919-259-6251 Evening Phone: Cell Phone: E-mail: akos49@gmail.com</p> <p>Also Serves On:</p>	<p>Sex: Male Race: Caucasian Township: Chapel Hill Date Applied: 03/09/2012</p>
<hr/>		
<p>Ms Tiffany Boley 321 Stephanie Lane Efland NC 27243</p> <p>Skills: Advising Asst, DTCC</p>	<p>Day Phone: 3362121803 Evening Phone: Cell Phone: E-mail: boleyt4870@connect.durhamtech.edu</p> <p>Also Serves On:</p>	<p>Sex: Female Race: Caucasian Township: Hillsborough Date Applied: 03/10/2012</p>
<hr/>		
<p>Mrs. Doris Brunson 5532 Jomali Drive Durham NC 27705</p> <p>Skills: Counselor Skills: Psychologist</p>	<p>Day Phone: 919-383-1397 Evening Phone: 919-383-1397 Cell Phone: E-mail: dahbrunson@aol.com</p> <p>Also Serves On: Also Serves On:</p>	<p>Sex: Female Race: African American Township: Eno Date Applied: 08/15/2013</p>
<hr/>		
<p>Rev. Susie Enoch 4002 McGowan Creek Road Efland NC 27243</p> <p>Skills: Human Resources Director Skills: Human Resources Manager Skills: Pastoral Services</p>	<p>Day Phone: 336-260-7694 Evening Phone: 336-260-7694 Cell Phone: E-mail: enochts@aol.com</p> <p>Also Serves On: Commission for the Environment Also Serves On: Orange Unified Transportation Board Also Serves On: Commission for the Environment Also Serves On: Orange Unified Transportation Board Also Serves On: Commission for the Environment Also Serves On: Orange Unified Transportation Board</p>	<p>Sex: Female Race: African American Township: Cheeks Date Applied: 08/29/2012</p>
<hr/>		
<p>Mr. Scott Goldsmith 1412 Arboretum Drive Chapel Hill NC 27517</p> <p>Skills: Attorney Skills: Mediation and arbitration</p>	<p>Day Phone: 919 240-4404 Evening Phone: 919 240-4404 Cell Phone: E-mail: goldsmithsj@hotmail.com</p> <p>Also Serves On: Also Serves On:</p>	<p>Sex: Male Race: Caucasian Township: Chapel Hill Date Applied: 01/16/2013</p>

Applicant Interest Listing

by Board Name and by Applicant Name

Human Relations Commission

Contact Person: James Davis
Contact Phone: 919-245-2492

Ms. Angel Kent	Day Phone: 919-537-7500	Sex: Female
2525 Booker Creek Road, 12A	Evening Phone: 985-768-0254	Race: Caucasian
Chapel Hill NC 27514	Cell Phone:	Township: Chapel Hill
	E-mail: akent06@gmail.com	Date Applied: 06/12/2013
Skills: Human Resources Manager	Also Serves On: Affordable Housing Advisory Board	
Skills: Master of Business Administration		

Mr Joseph A. Marro	Day Phone: 919-240-7880	Sex: Male
101 Kelly Court	Evening Phone: same	Race: Caucasian
Chapel Hill NC 27516	Cell Phone:	Township: Chapel Hill
	E-mail: jamarro@nc.rr.com	Date Applied: 08/14/2011
Skills: Parole Officer	Also Serves On:	

Ms. Monica Richard	Day Phone: 919-932-1273	Sex: Female
D4 Fenway Park	Evening Phone:	Race: African American
Carrboro NC 27510	Cell Phone:	Township: Chapel Hill
	E-mail: mlrichard@mindspring.com	Date Applied: 07/09/2013
Skills: Communications	Also Serves On:	
Skills: Conflict Resolution Training	Also Serves On:	

Volunteer Application Orange County Advisory Boards and Commissions

Name: Dr. Patrick Akos
Name Called:
Home Address: 5 Deerwood Ct
 Chapel Hill NC 27517
Phone (Day): 919-259-6251
Phone (Evening):
Phone (Cell):
Email: akos49@gmail.com
Place of Employment: UNC-CH
Job Title: Professor
Year of OC Residence: 2008
Township of Residence: Chapel Hill
Zone of Residence: Does not apply
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Chapel Hill Parks and Recreation Commission

Human Relations Commission

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: teach group work at the university; engaged in social services as it relates to youth and families; interest in first responders, and maximizing services for Orange Co. UNC School of Education, School counseling Program Coordinator, Faculty 2001 - current.

Volunteer Experience: Mostly in schools, some youth oriented agencies

Education: Ph.D. in Counselor education; masters in higher ed, undergrad degree in human and org development and teacher ed; B.S. Vanderbilt, M.A. Morehead State University; Ph.D. University of Virginia.

Other Comments:

thank you for consideration. please let me know if I can provide more information. Excited to serve. STAFF COMMENTS: Updated application 03/09/2012 for OC Emergency Services Work Group; Chapel Hill Parks & Recreation Commission and Human Relations Commission. Originally applied for Orange County Emergency Services Work Group 1/4/2012. ADDRESS VERIFICATION: Deerwood Court is CH Jurisdiction, CH City Tax, CH Township.

This application was current on: 3/9/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms Tiffany Boley
Name Called:
Home Address: 321 Stephanie Lane
 Efland NC 27243
Phone (Day): 3362121803
Phone (Evening):
Phone (Cell):
Email: boleyt4870@connect.durhamtech.edu

Place of Employment:
Job Title:
Year of OC Residence:
Township of Residence: Hillsborough
Zone of Residence: -
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:
 Human Relations Commission

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: I have worked for Durham Technical Community College. I was the Advising Assistant. I worked with students to plan out their classes and engaged them in civility chats.

Volunteer Experience: I am currently the Durham Tech Student Senate President where I have helped them coordinate civility chats, MLK events, and green projects. I also serve as the Spectrum President which is the club on campus that represents the Lesbian, Gay, Bi, Transgender, Queer and Allied community on campus. I have been able to put together a conference called Color NC With Pride which is the only of its kind in a community college setting that brings students both college and highschool, and administration from all over North Carolina together to talk about issues that LGBTQ students face. I was also nominated for the Governor Robert W. Scott award for my outstanding leadership on campus as well as the Eddie Myers Advocate award for my work with MLK events and the LGBTQ community on campus. I have also been working on a resolution to get passed by the Durham Tech Student Senate as well as the North Carolina Comprehensive Community College Student Government Association (N4CSGA) regarding Amendment One.

Education: I will graduate from Durham Technical Community College with a Associates Degree in May of 2012.

Other Comments:

I feel like from the experience that I have gained as a college student over the past two years and the diverse communitys I have been able to serve I would be a great choice to be a part of the Human Relations Commission. I would like to further serve many diverse communitys after college and this would give me the chance to do so. I also would like to serve the community in which I live in and give back to it all the many lessons and memorys that it has given me. STAFF COMMENTS: Originally Applied (03/10/12) for Human Relations Commission. ADDRESS VERIFICATION: Stephanie Lane is Orange County Jurisdiction, Efland Fire Tax, and Cheeks Township.

This application was current on: 3/10/2012 1:20:04 AM

Date Printed: 9/6/2013

**Volunteer Application
Orange County Advisory Boards and Commissions**

Name: Mrs. Doris Brunson
Name Called:
Home Address: 5532 Jomali Drive
Durham NC 27705
Phone (Day): 919-383-1397
Phone (Evening): 919-383-1397
Phone (Cell):
Email: dahbrunson@aol.com
Place of Employment: Retired
Job Title:
Year of OC Residence: 2013
Township of Residence: Eno
Zone of Residence: Orange County
Sex: Female
Ethnic Background: African American

Boards/Commissions applied for:

Human Relations Commission

College degree in Psychology

Worked as Counselor & Training Specialist for State of NC

Community Activities/Organizational Memberships:

none

Past Service on Orange County Advisory Boards:

Other Comments:

STAFF COMMENTS: Originally (08/15/2013) applied for Human Relations Commission. ADDRESS VERIFICATION: 5532 Jomali Drive is Eno Township, Orange County Jurisdiction and R1 Rural Residential Zoning.

This application was current on: 8/15/2013 10:31:09 AM

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Rev. Susie Enoch
Name Called:
Home Address: 4002 McGowan Creek Road
 Efland NC 27243
Phone (Day): 336-260-7694
Phone (Evening): 336-260-7694
Phone (Cell):
Email: enochts@aol.com
Place of Employment: Unemployed
Job Title:
Year of OC Residence: 2009
Township of Residence: Cheeks
Zone of Residence: Rural Area Resident
Sex: Female
Ethnic Background: African American

Boards/Commissions applied for:

Durham Technical Community College Board of Directors

Board of Social Services

Economic Development Advisory Board (REQUIRES DISCLOSURE ST

Human Relations Commission

Historic Preservation Commission (APPLICANTS SHALL RESIDE WITH

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: WrightCare Alternatives Services, Hillsborough, NC [Mar 2008 - May 2011]

Human Resource Director; Served in a pivotal role as a member of the senior leadership team, while providing organizational leadership for the alignment of WCAS workforce with the mission and vision. Worked closely with the Program Director and key clinical team to develop and implement HR strategies, functions and systems to facilitate the achievement of WCAS strategic directions and initiatives. Served as the staff advisor and liaison within various Committees of WCAS Board of Directors, as needed:

'Promoted and facilitated the mission and vision of the organization. Maintained the staff needed for client care. Created, directed, and implemented development strategies to solidify and expand the organization's employee and employer relationship. Developed a

sound HR dept which allowed for effective delivery of excellent services while achieving the financial goals set for the organization. Oversaw all operations including hiring and supervising of staff, training, and developing and implementing organizational policies and procedures.

Qualified Professional: Served as Qualified Professional responsible for providing an array of case coordination and mental health services for MH/DD/SA clients. Determined the extent of each individual's mental health or crisis situations as well as the appropriate measures to be taken in each case. Upheld agency goals to meet the educational, vocational, residential, mental health treatment, financial, social and other non-treatment needs of the recipient. Managed the arrangement, and linkage or integration of multiple services as needed as it related to programs and other outside agencies. Assessed and reassessed recipient's needs for case management services; informed the recipient about benefits, community resources, and services.

Duke University Medical Center (Pastoral Services), Durham, NC [May 2010 - May 2011]

Chaplain Resident: Provided interfaith pastoral/spiritual care to patients, families, and staff in crisis situations. Evaluated emotional, social, spiritual and religious factors to determine the capacity to cope with illness and death through completed spiritual assessments outlining problems, goals and interventions. Served as a liaison with community pastoral care services, clergy and faith communities. Successfully educated patients, families, and staff, as well as participated in ethics consults. Developed sacerdotal functions, religious rituals, and services upon personal request of patients or their family members according to their beliefs, and religious orientations; personally or in conjunction with community spiritual leaders.

Durham Technical Community College, Durham, NC [2004 - 2005]

Continuing Education Instructor: Taught classes in basic money marketing skills, customer service, healthcare, and teaching careers for c.e.u certification, and associate/bachelor level degrees. Lead Job Fairs and provided classroom instruction in job assistance training [in both group/individual] settings. Successfully educated clients in job preparation through counseling, mock interviews and resume critique.

Bank of America (formerly NationsBank), Burlington, NC & Greensboro, NC [1998 - 2000] Assistant Branch Manager/ Consumer Banker. Played a key role in developing sales programs that helped meet company goals. Maintained direct oversight of branch cash flow; resolved escalated issues and reported to management. Conducted monthly and quarterly branch audits, including security system tests. Open and closed the branch daily; supervised a staff of 12.

Great American Knitting Mills (Gold Toe), Burlington, NC [1995 - 1998] Credit/Account Analyst - Worked with a team of three analyst/collectors. Ensured that staff members complied with FDCPA guidelines. Conducted some training and team development sessions. Recovered \$750,000 in charged off collateral. Implemented a new goal oriented business plan detailing objectives, costs and accomplishments. Reduced delinquencies 20%

Volunteer Experience: New Covenant UHC (Burlington, NC) Clothing Giveaway (Evangelism Committee);

Education: Duke University Medical Center-Pastoral Services, Durham, NC C.P.E. Residency, 3 Units- May 2011

Duke University Medical Center-Pastoral Services, Durham, NC C.P.E. Internship, 1 Unit- May 08-Aug 08

Duke University Duke Divinity School, Durham, NC Master of Divinity, GPA: 2.89 -May 2009

Shaw University, Raleigh, NC BA Religion/Philosophy; Summa Cum Laude, GPA:3.89 - Dec-2004

Other Comments:

The community in which one lives should always be a matter of concern to them. The quality of life within the community reflects the heart and soul of its residents in regards to their values and principles they live by. With that said, I am most interested to be a part of the Orange County community not just as a mere resident, but one who desires to serve the community in a greater aspect within the Advisory Board, Commission, and or Committee(s) listed above. STAFF COMMENTS: Applied for Orange County Planning Board, Board of Social Services, and Interlocal Agreement committee for the Hillsborough Area-Orange county Strategic Growth Plan Phase II 12/29/2010. Updated application through Planning Department for OUTBoard 1/24/2011. UPDATED APPLICATION FOR OC PLANNING BOARD 02/13/2012. UPDATED APPLICATION 05/15/2012 TO INCLUDE Human Relations Commission, Commission for the Environment, Historic Preservation Commission, Orange Unified Transportation Board, Board of Social Services, Durham Technical Community College Board of Directors, and Economic Development Advisory Board. , ADDRESS VERIFICATION: 4002 McGowan Creek Road, Efland, NC is in Orange County Jurisdiction and Cheeks Township.

This application was current on: 8/29/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Scott Goldsmith
Name Called:
Home Address: 1412 Arboretum Drive
 Chapel Hill NC 27517
Phone (Day): 919 240-4404
Phone (Evening): 919 240-4404
Phone (Cell):
Email: goldsmithsj@hotmail.com
Place of Employment: retired
Job Title:
Year of OC Residence: 2010
Township of Residence: Chapel Hill
Zone of Residence: Chapel Hill ETJ
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Human Relations Commission

I am a retired attorney (specialization in labor and employment law) and mediator. I spent 29 years at the US Department of Justice in their General Counsel's Office and worked for the Administrative Office of the US Courts. Prior to that, I worked in the employee relations field. As a mediator I handled numerous divorce cases for D.C. Multi-door and employment cases for Federal agencies. I also hold an M.A. in Sociology with a specialization in social psychology. I have extensive training in EEO and Employment law and am a court trained mediator. I have represented the Federal Government in numerous EEO and employment cases. I have also mediated some of these cases and, at the Defense Dependents Schools and the Administrative Office of the U. S. Courts, I developed various EEO related plans and training materials and trained individuals concerning EEO requirements. As a member of the Commission I can bring my knowledge of the various EEO related statutes to the table. As a trained mediator, I can bring my skills to assist in resolving issues. As a sociologist I was trained to appreciate cultural diversity which has left me open to understanding the mores and cultural differences that may generate misunderstandings between various groups in our society. I believe that my training and experience allows me to approach cases objectively in this emotion charged area.

I also hold an M.A. in Sociology with a specialization in social psychology.

Community Activities/Organizational Memberships:

Meals-on Wheels, Red Cross Disaster Services Human Resources, and CORA

Past Service on Orange County Advisory Boards:

None

Other Comments:

I have extensive training in EEO and Employment law and am a court trained mediator. I have represented the Federal Government in numerous EEO and employment cases. I have also mediated some of these cases and, at the Defense Dependents Schools and the Administrative Office of the U.S. Courts, I developed various EEO related plans and training materials and trained individuals concerning EEO requirements.

As a member of the Commission I can bring my knowledge of the various EEO related statutes to the table. As a trained mediator, I can bring my skills to assist in resolving issues.

As a sociologist I was trained to appreciate cultural diversity which has left me open to understanding the morays and cultural differences that may generate misunderstandings between various groups in our society.

I believe that my training and experience allows me to approach cases objectively in this emotion charged area.

STAFF COMMENTS: Applied 01/16/2013 for Human Relations Commission.

ADDRESS VERIFICATION: 1412 Arboretum Drive is Chapel Hill Township, Chapel Hill Jurisdiction, Chapel Hill ETJ.

This application was current on: 1/16/2013 1:56:33 PM

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Angel Kent
Name Called:
Home Address: 2525 Booker Creek Road, 12A
 Chapel Hill NC 27514
Phone (Day): 919-537-7500
Phone (Evening): 985-768-0254
Phone (Cell):
Email: akent06@gmail.com
Place of Employment: Piedmont Health Services
Job Title: Software Application Trainer
Year of OC Residence: 2008
Township of Residence: Chapel Hill
Zone of Residence: C.H. City Limits
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Human Relations Commission

I have seven years of human resources experience and an MBA with an emphasis in human resources. I enjoy the field though I do not currently work in it. I would like to join this board to keep my knowledge and abilities functional.

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Other Comments:

STAFF COMMENTS: Originally applied for Human Relations Commissions and Affordable Housing Advisory Board 12/27/2012. ADDRESS VERIFICATION: 2525 Booker Creek Road, 12A is Chapel Hill Township, Chapel Hill Jurisdiction, and Chapel Hill Town Limits. UPDATED APPLICATION 06/12/2013 TO REMAIN ON THE INTEREST LISTING FOR HUMAN RELATIONS AND AFFORDABLE HOUSING.

This application was current on: 6/12/2013

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr Joseph A. Marro
Name Called:
Home Address: 101 Kelly Court
 Chapel Hill NC 27516
Phone (Day): 919-240-7880
Phone (Evening): same
Phone (Cell):
Email: jamarro@nc.rr.com
Place of Employment: retired
Job Title: federal probation officer
Year of OC Residence: 2010
Township of Residence: Chapel Hill
Zone of Residence: -
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Board of Social Services

Human Relations Commission

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Work has always been with people. (1) 3 years as a state parole officer, then 23 years as a federal parole officer. I frequently did investigations and reported back to the judicial branches, the military and US Bureau of Prisons. (2) When retired from government, became Director of purchasing at Christian Schmidt Brewery in Philadelphia until it was sold, 12 years.

Volunteer Experience: 3 years hospital volunteer in Pennsylvania hospital; Front desk person, Hillsborough Senior Center, UNC Cancer Hospital, Infusion Clinic, Orange County Arts Commission.

Education: BA double major in sociology and psychology with some graduate work in group dynamics; BA temple University, Psychology Major, Sociology Minor.

Other Comments:

I have had an interest in the arts all my life and have experienced first hand the impact that art can have on a person. As a newcomer to Orange County, I am interested in being of value to the community in whatever capacity I can. As for art, I'm told I have an innate ability to draw details and enjoy working with pen and ink and stained glass.

STAFF COMMENTS: 11/8/2010 applied for Arts Commission. ADDRESS
VERIFICATION: 101 Kelly Court is in Chapel Hill Township and Carrboro
Jurisdiction. STAFF COMMENTS: 08/14/2011, (Just interested in serving my community)
UPDATED APPLICATION TO INCLUDE Jury Commission, Board of Social Services and
Human Relations Commission.

This application was current on: 8/14/2011

Date Printed: 9/6/2013

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

**Action Agenda
Item No.** 11-e

SUBJECT: Nursing Home Community Advisory Committee – Appointment

DEPARTMENT: Board of Commissioners

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S): Under Separate Cover
Membership Roster
Letter Of Recommendation
Application(s)/Resume(s) of Person(s) for
Consideration
Applicant Interest List
Application(s)/Resume(s) of Person(s) on
the Applicant Interest List

INFORMATION CONTACT:
Clerk's Office, 245-2130

PURPOSE: To consider making an appointment to the Adult Care Home Community Advisory Committee.

BACKGROUND: The following appointment is for Board consideration:

- Appointment to a **one year training term for Ms. Teri Driscoll. Ms. Driscoll's one year training term will expire 09/30/2014.**

Position Number	Special Representation	Expiration Date
3 Ms. Teri Driscoll	At-Large	09/30/2014

FINANCIAL IMPACT: None

RECOMMENDATION(S): The Board will consider making an appointment to the Nursing Home Community Advisory Committee.

Board and Commission Members

And Vacant Positions

Nursing Home Community Advisory Committee

Meeting Times: 5:30 p.m. Every other 1st Monday starting with Jan.

Terms: 2

Contact Person: Charlotte Terwilliger, MSW

Meeting Place: Seymour Center

Positions: 12

Length: 3 years

Contact Phone: 919-558-9401

Description: All appointments are made by the Board of Commissioners. This committee helps to maintain the intent of the Residents' Bill of Rights, promotes community involvement and provides public education on long-term care issues. The regional ombudsman with Triangle J Council of Governments provides specialized training and support.

1	Dr. Tracey Yap 834 Providence Glen Drive Chapel Hill NC 27514	Day Phone: 502-686-0016 Evening Phone: 919-240-4793 FAX: E-mail: tracey.yap@duke.edu	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 12/13/2011 Current Appointment: 02/19/2013 Expiration: 01/30/2016 Number of Terms: 1
2	Mr Elijah (Ed) Flowers, III Chair 2813 Beckett's Ridge Drive Hillsborough NC 27278	Day Phone: 919-357-9256 Evening Phone: 919-357-9256 FAX: E-mail: ed_flowers@yahoo.com	Sex: Male Race: Caucasian Township: Hillsborough Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 03/06/2008 Current Appointment: 02/21/2012 Expiration: 03/31/2015 Number of Terms: 2
3	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: Current Appointment: Expiration: 03/31/2015 Number of Terms:
4	Ms. Sharon Karnash 5513 Quail Hollow Drive Hillsborough NC 27278	Day Phone: 919-479-5661 Evening Phone: same FAX: E-mail: Sharon.karnash@gmail.com	Sex: Female Race: Caucasian Township: Little River Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 06/12/2007 Current Appointment: 04/19/2011 Expiration: 06/30/2014 Number of Terms: 2
5	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: At-Large Special Repr: Nursing Home Administration	First Appointed: Current Appointment: Expiration: 06/30/2008 Number of Terms:

Board and Commission Members

And Vacant Positions

Nursing Home Community Advisory Committee

Meeting Times: 5:30 p.m. Every other 1st Monday starting with Jan.

Terms: 2

Contact Person: Charlotte Terwilliger, MSW

Meeting Place: Seymour Center

Positions: 12

Length: 3 years

Contact Phone: 919-558-9401

Description: All appointments are made by the Board of Commissioners. This committee helps to maintain the intent of the Residents' Bill of Rights, promotes community involvement and provides public education on long-term care issues. The regional ombudsman with Triangle J Council of Governments provides specialized training and support.

6	Ms. Vicki Barringer 3612 Old Vine Trail Hillsborough NC 27278	Day Phone: 919-971-9333 Evening Phone: 919-971-9333 FAX: E-mail: vbarringer@gmail.com	Sex: Female Race: Caucasian Township: Eno Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 03/22/2012 Current Appointment: 03/19/2013 Expiration: 03/31/2016 Number of Terms: 1
7	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: At-Large Special Repr: Nursing Home Administration	First Appointed: Current Appointment: Expiration: 06/01/2014 Number of Terms:
8	Dr. Mario Battigelli 1307 Wildwood Drive Chapel Hill NC 27514	Day Phone: 919-942-5756 Evening Phone: FAX: E-mail: mcbattigelli@gmail.com	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 03/16/2010 Current Appointment: 04/19/2011 Expiration: 03/16/2014 Number of Terms: 1
9	Ms. Susan Deter 5512 Quail Hollow Drive Hillsborough NC 27278	Day Phone: 919-682-4124 Evening Phone: 919-479-0574 FAX: 919-956-7703 E-mail: susiedeter@yahoo.com	Sex: Female Race: Caucasian Township: Little River Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 04/19/2011 Current Appointment: 03/22/2012 Expiration: 04/19/2015 Number of Terms: 1
10	Dr Mary Ann Peter 118 W. Tryon St. Hillsborough NC 27278	Day Phone: 919-732-6073 Evening Phone: FAX: E-mail: maryannpeter@earthlink.net	Sex: Female Race: Caucasian Township: Hillsborough Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 01/24/2012 Current Appointment: 06/18/2013 Expiration: 06/30/2016 Number of Terms: 1

Board and Commission Members

And Vacant Positions

Nursing Home Community Advisory Committee

Meeting Times: 5:30 p.m. Every other 1st Monday starting with Jan.

Terms: 2

Contact Person: Charlotte Terwilliger, MSW

Meeting Place: Seymour Center

Positions: 12

Length: 3 years

Contact Phone: 919-558-9401

Description: All appointments are made by the Board of Commissioners. This committee helps to maintain the intent of the Residents' Bill of Rights, promotes community involvement and provides public education on long-term care issues. The regional ombudsman with Triangle J Council of Governments provides specialized training and support.

VACANT

11

Day Phone:

Sex:

First Appointed:

Evening Phone:

Race:

Current Appointment:

FAX:

Township:

Expiration: 12/31/2010

E-mail:

Resid/Spec Req: At-Large

Number of Terms:

Special Repr: Nursing Home Administration

VACANT

12

Day Phone:

Sex:

First Appointed:

Evening Phone:

Race:

Current Appointment:

FAX:

Township:

Expiration: 12/31/2010

E-mail:

Resid/Spec Req: At-Large

Number of Terms:

Special Repr: Nursing Home Administration

Jeanette Jones

From: Charlotte Terwilliger <cterwilliger@tjcog.org>
Sent: Thursday, August 29, 2013 1:49 PM
To: Jeanette Jones
Subject: Recommendation - Ms. Teri Driscoll

Dear Jeanette,

The Nursing Home Community Advisory Committee would like to recommend Ms. Teri Driscoll for a one year training term. Ms. Driscoll was appointed to the Adult Care Home Community Advisory Committee in September, 2012 however resigned in the Spring of 2013 due to a conflict of interest. (Her daughter became the administrator of one of the Adult Care Homes in Orange county.) During her short time on the ACH committee Ms. Driscoll attended all five business meetings, served as the committee's secretary, performed all assigned quarterly reports, and attended several trainings related to geriatrics and long term care. She truly went the extra mile in performing her volunteer advocacy responsibilities.

Please let me know if you need additional information to move this recommendation forward.
Thank you.

Sincerely,
Charlotte

Charlotte Terwilliger, MSW
Ombudsman – Orange and Chatham Counties

Area Agency on Aging
Triangle J Council of Governments
4307 Emperor Blvd., Suite 110, Durham, NC 27703
(o) 919-558-9401 / (f) 919-998-8101
cterwilliger@tjcog.org / www.tjcog.org

E-Mail correspondence to and from this address is subject to the North Carolina Public Records Act and may be disclosed to third parties unless made confidential under applicable law.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Teri J. Driscoll
Name Called:
Home Address: 815 US Hwy 70A East, Apt. 323
 Hillsborough NC 27278
Phone (Day): 919-245-1127
Phone (Evening): 919-245-1127
Phone (Cell):
Email: driscoll323@nc.rr.com
Place of Employment: Retired from Brookdale Senior Living
Job Title: Was Business Office Manager
Year of OC Residence: 2012
Township of Residence: Hillsborough
Zone of Residence: Hillsborough Town Limits
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Nursing Home Community Advisory Committee

Currently served on Adult Home Care Advisory Committee and had to resign because my daughter will be taking over as ED of The Carillon. I was the Office Manager of High Point Place, a Brookdale Sr. Living Community for 5 years and I also have my certification as an Activity Director. I feel that my experience with them as well as the time I served on the Adult Home Care Committee has given me the necessary experience I need to serve on the Nursing Home CAC. I attended all of the meetings offered at the Triangle J office and have taken many extra courses on Dementia. I also feel the training I have had as a Duke Hospice volunteer also helps me with the knowledge that I would bring to the board.

Community Activities/Organizational Memberships:

Duke Hospice
 CAC Adult Home Care Advisory Committee

Past Service on Orange County Advisory Boards:

Adult Home Care Advisory Committee

Work Experience: Legal Secretary - 22 years; Brookdale Sr. Living/High Point Place - Office Manager - 5 years.

Volunteer Experience: Duke Hospice, Orange Co. RSVP; Piedmont of the Triad Hospice, Winston-Salem Hospice, 18 years volunteering in public schools and holding various offices - fundraising.

Education: High School, Secretarial School, Activity Director Certification for Assisted Living Communities, Notary Public in NC.

Other Comments:

As Business Office Manager of AL Community I had contact with many adult home care volunteers and thought I would like to do this when I retired; also, I live at Eno Haven, an affordable senior housing complex. I am interested in becoming more involved with issues pertaining to Orange County. STAFF COMMENTS: Applied for Adult Care Home Community Advisory Council and Affordable Housing Advisory Board 07/29/2012. UPDATED APPLICATION 05/14/2013 FOR Nursing Home Community Advisory Committee. ADDRESS VERIFICATION: 815 US Hwy 70A East, Apt. 323 is Hillsborough Jurisdiction and Hillsborough Town Limits.

This application was current on: 5/15/2013

Date Printed: 9/6/2013

Applicant Interest Listing

by Board Name and by Applicant Name

Nursing Home Community Advisory Committee

Contact Person: Charlotte Terwilliger, MSW
Contact Phone: 919-558-9401

Ms. T. L. Crews 4921 Guess Rd Roumeont NC 27572 Skills: School Principal Skills: Tutor	Day Phone: 919 732-6974 Evening Phone: 919 732-6974 Cell Phone: E-mail: crewsez@aol.com Also Serves On: Adult Care Home Community Advisory Committee	Sex: Female Race: African American Township: Little River Date Applied: 08/21/2011
Ms. Teri J. Driscoll 815 US Hwy 70A East, Apt. 323 Hillsborough NC 27278 Skills: Office Manager Skills: Recreational Activities Director	Day Phone: 919-245-1127 Evening Phone: 919-245-1127 Cell Phone: E-mail: driscoll323@nc.rr.com Also Serves On: Also Serves On:	Sex: Female Race: Caucasian Township: Hillsborough Date Applied: 05/15/2013
Ms. Sandra Jones 600 West Poplar Ave., Apt. 239 Carrboro NC 27510 Skills: Skills: Geriatric Care Skills: Nurse	Day Phone: 828-668-9628 Evening Phone: Cell Phone: 828-712-2362 E-mail: None Also Serves On: Also Serves On: Also Serves On:	Sex: Female Race: Caucasian Township: Chapel Hill Date Applied: 01/22/2013
Mrs. Martha Rigling 104 Hanover Place Chapel Hill NC 27516 Skills: Skills: Nurse Manager	Day Phone: 919-942-8628 Evening Phone: 919-942-8628 Cell Phone: E-mail: mrigling@nc.rr.com Also Serves On: Also Serves On:	Sex: Female Race: Caucasian Township: Chapel Hill Date Applied: 06/17/2013
Mrs Karen Schnell 4421 Lynch Store Rd Mebane NC 27302 Skills: Consultant Skills: Nurse	Day Phone: 919 304 5880 Evening Phone: Cell Phone: E-mail: schnellkar@yahoo.com Also Serves On: Also Serves On:	Sex: Female Race: Caucasian Township: Cedar Grove Date Applied: 06/06/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. T. L. Crews
Name Called:
Home Address: 4921 Guess Rd
 Rougmeont NC 27572
Phone (Day): 919 732-6974
Phone (Evening): 919 732-6974
Phone (Cell):
Email: crewsez@aol.com
Place of Employment: Retired Public School Administrator
Job Title: Senior Director Programs for Exceptional Children
Year of OC Residence: 1996
Township of Residence: Little River
Zone of Residence: -
Sex: Female
Ethnic Background: African American
Boards/Commissions applied for:
 Nursing Home Community Advisory Committee

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Currently serving as Executive Director for the Little River Community Complex

Durham Public Schools worked in administrative leadership in the Exceptional Children's Program. Retired in 2005 as Director of the system's Exceptional Children's Program; at the request of the superintendent I returned to provide training and assistance to the new Director when appointed.

Volunteer Experience: Worked with children in placement through Durham Social Services and court system. I reviewed files and collected relevant data for attorneys to use in court custody and placement hearings

Tutored young adults and children

Volunteered in a university sponsored child development center

Currently Executive Director of Little River Community Complex

Education: M.ED in Special Education
 BA in history with minor in education
 Hold Principal Certification

State Licensed in areas of LD/BED/DD

Other Comments:

I have spent most of my life working to better provide assistance to infants, children, young adults, those at risk, and senior citizens. As a result of spending days and nights in several nursing homes sitting with elderly parents and relatives, I've gained a deeper understanding and compassion for elderly residents and workers in nursing facilities. STAFF COMMENTS: 08/23/2011 Applied to serve on Human Relations Commission, Adult Care Home Community Advisory Committee, and Nursing Home Community Advisory Committee. ADDRESS VERIFICATION: 4921 Guess Road is in Little River Township, Orange County Jurisdiction.

This application was current on: 8/21/2011 11:48:53 AM

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Sandra Jones
Name Called:
Home Address: 600 West Poplar Ave., Apt. 239
 Carrboro NC 27510
Phone (Day): 828-668-9628
Phone (Evening):
Phone (Cell): 828-712-2362
Email: None
Place of Employment: Retired
Job Title: RN, Teacher
Year of OC Residence: 2012
Township of Residence: Chapel Hill
Zone of Residence: Carrboro City Limits
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Nursing Home Community Advisory Committee

I have been an RN for 50 years with my specialty being geriatrics. I have been in many positions in Nursing Homes from charge nurse, to supervisory, inservice director, Director of Nursing and I was licensed in Michigan as a Nursing Home Administrator. I also have degree in Education (Allied Health).

Advisory Board on Aging

I am aged - recently became 70 - and I am slightly handicapped and live in a senior independent apartment complex where I see the reality of aging at every level - economically, socially, healthwise, mentally, emotionally. With my background in geriatrics I can be very discerning as to the blessings and problems of aging.

Community Activities/Organizational Memberships:

Volunteer at McDougle Elementary School - 2nd Grade Reading and Writing
 Volunteer Leukemia & Lymphoma Society
 Volunteer Ronald McDonald House (UNC Childrens Hospital)
 Volunteer Literacy Council-Tutoring in Reading & Math for a 70 year old illiterate lady.
 Active in my church.
 Active in my Church

Past Service on Orange County Advisory Boards:

None

Other Comments:

STAFF COMMENTS: Originally applied for Nursing Home Committee and Advisory Board on Aging 01/24/2013. ADDRESS VERIFICATION: 600 West Poplar Avenue, Apt. 239, is Carrboro Jurisdiction, Carrboro City Limits, Chapel Hill Township.

This application was current on: 1/22/2013

Date Printed: 9/6/2013

**Volunteer Application
Orange County Advisory Boards and Commissions**

Name: Mrs. Martha Rigling
Name Called:
Home Address: 104 Hanover Place
Chapel Hill NC 27516
Phone (Day): 919-942-8628
Phone (Evening): 919-942-8628
Phone (Cell):
Email: mrigling@nc.rr.com
Place of Employment: Retired
Job Title:
Year of OC Residence: 2004
Township of Residence: Chapel Hill
Zone of Residence: C.H. City Limits
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Nursing Home Community Advisory Committee

Relevant Experience: 35 years in Nursing Director of Nursing -
Massachusetts - Nursing Home Director of Professional Services - Home
Care Agency Head Nurse - Critical Care Certified CAN Instructor. I
understand the workings and challenges of Nursing Home operations.

Community Activities/Organizational Memberships:

Member United Church Chapel Hill

Past Service on Orange County Advisory Boards:

Other Comments:

STAFF COMMENTS: Originally (06/17/2013) applied for Nursing Home Community
Advisory Committee. ADDRESS VERIFICATION: 104 Hanover Place, Chapel Hill,
NC, is Chapel Hill Township, Chapel Hill Town Limits.

This application was current on: 6/17/2013

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mrs Karen Schnell
Name Called:
Home Address: 4421 Lynch Store Rd
 Mebane NC 27302
Phone (Day): 919 304 5880
Phone (Evening):
Phone (Cell):
Email: schnellkar@yahoo.com
Place of Employment: Blue Sky Health Concepts Consulting, LLP
Job Title: RN, MSN, LNC
Year of OC Residence: 2004
Township of Residence: Cedar Grove
Zone of Residence: Agricultural Residential
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Nursing Home Community Advisory Committee

As a Master s prepared Advance Practice RN and Legal Nurse Consultant, I have the education and training. With my own business, Blue Sky Health Concepts Consulting LLP, and MBA, I have a strong business background to support my health care background.

Adult Care Home Community Advisory Committee

I am a RN with a MSN from UNC Chapel Hill. Also, I am a certified Legal Nurse Consultant (LNC). I have my own business on Health Consulting and Research. MBA from Elon University.

Community Activities/Organizational Memberships:

NCNA

Volunteer as Nurse of the Day for the General Assembly PRN

Past Service on Orange County Advisory Boards:

Other Comments:

STAFF COMMENTS: 06/06/2013 - Applied for Nursing Home Community Advisory Committee and Solid Waste Advisory Board (Currently Not Accepting Applications). 06/06/2013 ADDITIONAL APPLICATION for Adult Care Home Community Advisory Committee. ADDRESS VERIFICATION: 4421 Lynch Store Road is Orange County Jurisdiction, Cedar Grove Township, and AR (Agricultural Residential).

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 17, 2013

**Action Agenda
Item No.** 11-f

SUBJECT: Orange County Planning Board – Appointment

DEPARTMENT: Board of Commissioners

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S): Under Separate Cover
Applicant Interest List
Applications of Persons on Interest List

INFORMATION CONTACT:
Clerk's Office, 245-2130

PURPOSE: To consider making an appointment to the Orange County Planning Board.

BACKGROUND: The following appointment is for Board consideration:

- Appointment to a partial first term for Hillsborough Township (Position #5) ending 03/31/2014. (Rachel Hawkins resigned)

Position Number	Special Representation	Expiration Date
5	Hillsborough Township	03/31/2014

FINANCIAL IMPACT: None.

RECOMMENDATION(S): The Board will consider making an appointment to the Orange County Planning Board.

Board and Commission Members

And Vacant Positions

Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)

Meeting Times: 7:00 p.m. first Wednesday of each month

Terms: 2

Contact Person: Tina Love

Meeting Place: West Campus Office Bldg.

Positions: 12 Length: 3 years

Contact Phone: 919-245-2575

Description: All members are appointed by the Board of Commissioners. This board studies Orange County and surrounding areas to determine objectives in the development of the County. It prepares and recommends plans to achieve that development, including the suggesting of policies, ordinances, and procedures. It reviews development applications and makes recommendations to the Board of Commissioners. It holds quarterly public hearings with the Board of Commissioners.

1	Mr James Lea 3905 Mill Creek Road Efland NC 27243	Day Phone: 919-563-3821 Evening Phone: FAX: E-mail: James.Lea96@yahoo.com	Sex: Male Race: African American Township: Cedar Grove Resid/Spec Req: Cedar Grove Twmsp Special Repr: Cedar Grove Township	First Appointed: 06/04/2013 Current Appointment: 06/04/2013 Expiration: 03/31/2016 Number of Terms: 1
2	Mr H. T. "Buddy" Hartley 3010 Little River Church Road Hurdle Mills NC 27541	Day Phone: 919-357-2081 Evening Phone: 919-732-7210 FAX: E-mail: Hartley_2004@yahoo.com	Sex: Male Race: Caucasian Township: Little River Resid/Spec Req: Little River Twmsp Special Repr: Little River Twmsp	First Appointed: 03/03/2011 Current Appointment: 03/22/2012 Expiration: 03/31/2015 Number of Terms: 1
3	Mr Peter Hallenbeck Chair 801 Brookhollow Rd Efland NC 27243	Day Phone: 919 732 6551 Evening Phone: 919 732 6551 FAX: E-mail: pete@eflandfd.org	Sex: Male Race: Caucasian Township: Cheeks Resid/Spec Req: Cheeks Twmsp Special Repr: Cheeks Twmsp	First Appointed: 03/24/2009 Current Appointment: 03/22/2012 Expiration: 03/31/2015 Number of Terms: 2
4	Mr Tony Blake 1411 White Cross Road Chapel Hill NC 27516	Day Phone: 919-932-1495 Evening Phone: 919-932-1495 FAX: E-mail: tony.blake@whitecrossfire.com	Sex: Male Race: Caucasian Township: Bingham Resid/Spec Req: Bingham Twmsp Special Repr: Bingham Twmsp	First Appointed: 03/22/2012 Current Appointment: 03/22/2012 Expiration: 03/31/2015 Number of Terms: 2
5	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: Hillsborough Twmsp Special Repr: Hillsborough Twmsp	First Appointed: Current Appointment: Expiration: 03/31/2014 Number of Terms:

Board and Commission Members

And Vacant Positions

Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)

Meeting Times: 7:00 p.m. first Wednesday of each month

Terms: 2

Contact Person: Tina Love

Meeting Place: West Campus Office Bldg.

Positions: 12 Length: 3 years

Contact Phone: 919-245-2575

Description: All members are appointed by the Board of Commissioners. This board studies Orange County and surrounding areas to determine objectives in the development of the County. It prepares and recommends plans to achieve that development, including the suggesting of policies, ordinances, and procedures. It reviews development applications and makes recommendations to the Board of Commissioners. It holds quarterly public hearings with the Board of Commissioners.

6	Mrs. Stephanie Snyder O'Rourke 3908 Rowan Walk Hillsborough NC 27278-8573	Day Phone: 919-644-6962 Evening Phone: 919-732-1961 FAX: E-mail: SnyderORourke@gmail.com	Sex: Female Race: Caucasian Township: Eno Resid/Spec Req: Eno Twmsp Special Repr: Eno Twmsp	First Appointed: 06/04/2013 Current Appointment: 06/04/2013 Expiration: 03/31/2016 Number of Terms: 1
7	Ms. Andrea Rohrbacher 100 Turnberry Lane Chapel Hill NC 27517	Day Phone: 919-668-1863 Evening Phone: 919-967-4213 FAX: E-mail: andrea.rohrbacher@duke.edu	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 11/16/2010 Current Appointment: 03/22/2012 Expiration: 03/31/2015 Number of Terms: 1
8	Mr Paul Guthrie 113 RHODODENDRON DRIVE CHAPEL HILL NC 27517	Day Phone: 919-933-2931 Evening Phone: same FAX: same E-mail: guthriep@bellsouth.net	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 06/04/2013 Current Appointment: 06/04/2013 Expiration: 03/31/2016 Number of Terms: 1
9	Mr. Johnny Randall 1301 Arboretum Drive Chapel Hill NC 27517	Day Phone: 919-962-0522 Evening Phone: 919-968-8453 FAX: 919-962-3531 E-mail: jrandall@unc.edu	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: At Large Special Repr: At-Large	First Appointed: 06/07/2011 Current Appointment: 06/07/2011 Expiration: 03/31/2014 Number of Terms: 1
10	Dr. Herman Staats 6702 Doc Corbett Road Cedar Grove NC 27231	Day Phone: 919-684-8823 Evening Phone: 919-563-6228 FAX: E-mail: herman.staats@duke.edu	Sex: Male Race: Caucasian Township: Cedar Grove Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 11/08/2012 Current Appointment: 06/04/2013 Expiration: 03/31/2016 Number of Terms: 1

Board and Commission Members

And Vacant Positions

Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)

Meeting Times: 7:00 p.m. first Wednesday of each month

Terms: 2

Contact Person: Tina Love

Meeting Place: West Campus Office Bldg.

Positions: 12

Length: 3 years

Contact Phone: 919-245-2575

Description: All members are appointed by the Board of Commissioners. This board studies Orange County and surrounding areas to determine objectives in the development of the County. It prepares and recommends plans to achieve that development, including the suggesting of policies, ordinances, and procedures. It reviews development applications and makes recommendations to the Board of Commissioners. It holds quarterly public hearings with the Board of Commissioners.

11	Ms. Lisa Stuckey Vice-Chair 115 Virginia Drive Chapel Hill NC 27514	Day Phone: 919-942-8373 Evening Phone: 919-942-8373 FAX: 919-929-3671 E-mail: bstuckey@nc.rr.com	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: Chapel Hill Twmsp Special Repr: Chapel Hill Twmsp	First Appointed: 03/15/2011 Current Appointment: 03/15/2011 Expiration: 03/31/2014 Number of Terms: 1
12	Ms. Maxecine Mitchell 2416 Gemena Road Chapel Hill NC 27516	Day Phone: 357-3455 Evening Phone: 967-0646 FAX: E-mail: max_02@msn.com	Sex: Female Race: African American Township: Bingham Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 03/15/2011 Current Appointment: 03/15/2011 Expiration: 03/31/2014 Number of Terms: 1

Applicant Interest Listing

by Board Name and by Applicant Name

Orange County Planning Board (REQUIRES DISCL		Contact Person: Tina Love
		Contact Phone: 919-245-2575
Mr. Mark Anderson 2310 Stagecoach Dr. Hillsborough NC 27278 Skills: Web Site Advisor	Day Phone: 919-259-1295 Evening Phone: 919-423-6081 Cell Phone: E-mail: mark.g.anderson@us.pwc.com Also Serves On:	Sex: Male Race: Caucasian Township: Eno Date Applied: 12/19/2012
Mr. Adam Beeman 1027 Three Pond Dr Cedar Grove NC 27231 Skills: Electronic Technician - Senior	Day Phone: 508-864-8488 Evening Phone: Cell Phone: E-mail: abeeman4784@yahoo.com Also Serves On:	Sex: Male Race: Caucasian Township: Cedar Grove Date Applied: 02/15/2012
Mr David Belt 1126 Lakeview Dr. Cedar Grove NC 27231 Skills: Engineer	Day Phone: 919-644-6505 Evening Phone: 919-644-6505 Cell Phone: E-mail: na4vy@msn.com Also Serves On:	Sex: Male Race: Caucasian Township: Cedar Grove Date Applied: 09/04/2012
Mr. David Blankfard 1805 Cates Creek Parkway Hillsborough NC 27278 Skills:	Day Phone: 919-828-1876 Evening Phone: 919-241-4009 Cell Phone: E-mail: blankfard@hotmail.com Also Serves On: Orange County Board of Adjustment (REQUIRES DIS	Sex: Male Race: Caucasian Township: Hillsborough Date Applied: 08/24/2012
CDR Alexander Castro Jr 5915 Morrow Mill Road Chapel Hill NC 27516 Skills: Business Development Skills: Marine Engineering Skills: NAVY	Day Phone: 919-619-1510 Evening Phone: 919-929-6368 Cell Phone: E-mail: alexcastrojr@hotmail.com Also Serves On: Advisory Board on Aging Also Serves On: Orange Unified Transportation Board Also Serves On: Advisory Board on Aging Also Serves On: Orange Unified Transportation Board Also Serves On: Advisory Board on Aging Also Serves On: Orange Unified Transportation Board	Sex: Male Race: Caucasian Township: Bingham Date Applied: 09/04/2012

Applicant Interest Listing

by Board Name and by Applicant Name

Orange County Planning Board (REQUIRES DISCL Contact Person: Tina Love
Contact Phone: 919-245-2575

Mr. Darrell Chandler Day Phone: 336-364-7070 Sex: Male
9925 NC Hwy. 57 Evening Phone: 919-698-9748 Race: Caucasian
Rougemont NC 27572 Cell Phone: Township: Little River
E-mail: darrellwchandler@aol.com Date Applied: 03/22/2013
Skills: Law Enforcement Also Serves On:

Dr. Thomas Engelhardt Day Phone: 919 923 2159 Sex: Male
303 Lake Hogan Farm Road Evening Phone: Race: Caucasian
Chapel Hill NC 27516 Cell Phone: Township: Chapel Hill
E-mail: thomas@engelhardt.com Date Applied: 09/05/2012
Skills: Management Also Serves On:

Dr. Barry Katz Day Phone: 919-383-5178 Sex: Male
5801 Cascade Drive Evening Phone: 919-383-5178 Race: Caucasian
Chapel Hill NC 27514 Cell Phone: Township: Chapel Hill
E-mail: bakatz@nc.rr.com Date Applied: 08/24/2012
Skills: CPLUC Nominee Also Serves On:
Skills: Forest Biology Also Serves On:
Skills: Former Orange County Planning Board Also Serves On:

Mr. Brendan Madigan Day Phone: 410-615-8900 Sex: Male
515 Hinton James Dr. Room 609A Evening Phone: 410-615-8900 Race: Caucasian
Chapel Hill NC 27514 Cell Phone: Township: Chapel Hill
E-mail: brenndanm@brendanmadigan.com Date Applied: 05/24/2013
Skills: Consultant Also Serves On:
Skills: Student Also Serves On:

Mr. Julian (Randy) Marshall Jr. Day Phone: 919 929-5706 Sex: Male
3826 Riders Trail Evening Phone: 919 270-6411 Race: Caucasian
Hillsborough NC 27278 Cell Phone: Township: Bingham
E-mail: pickardmountain@mindspring.com Date Applied: 08/24/2012
Skills: Carrboro Board of Aldermen Also Serves On:
Skills: Carrboro Parks & Rec. Commission Also Serves On:
Skills: Community Service Volunteer Also Serves On:
Skills: Principal - Elementary School Also Serves On:
Skills: Teacher Also Serves On:

Applicant Interest Listing

by Board Name and by Applicant Name

Orange County Planning Board (REQUIRES DISCL Contact Person: Tina Love
Contact Phone: 919-245-2575

Mr. Jeff Miles Day Phone: 919-623-6134 Sex: Male
1000 Smith Level Road Evening Phone: Race: Caucasian
Apartment D-20 Cell Phone: Township: Chapel Hill
Carrboro NC 27510 E-mail: jdmiles312@gmail.com Date Applied: 09/06/2012
Skills: Also Serves On: Orange Unified Transportation Board
Skills: Web Site Advisor

Mr. Tom O'Dwyer Day Phone: 919-906-0581 Sex: Male
105 Boulder Lane Evening Phone: 919-942-7244 Race: Caucasian
Chapel Hill NC 27514 Cell Phone: Township: Chapel Hill
E-mail: greenbuilder4us@aol.com Date Applied: 08/24/2012
Skills: Land Developer Also Serves On: Commission for the Environment
Skills: Political Volunteer
Skills: Renewable resources advocate
Skills: Sustainable Living advocate

Ms. Jamie Paulen Day Phone: 216-965-5095 Sex: Female
5500 Spring House Lane Evening Phone: Race: Caucasian
Chapel Hill NC 27516 Cell Phone: Township: Chapel Hill
E-mail: jamiepaulen@gmail.com Date Applied: 12/19/2012
Skills: Attorney Also Serves On: Human Relations Commission
Also Serves On: Orange County Parks and Recreation Council

Mr. David Potter Sr. Day Phone: 919-923-3464 Sex: Male
2507 Red Hill Lane Evening Phone: 919-644-1990 Race: Caucasian
Hillsborough NC 27278 Cell Phone: Township: Eno
E-mail: davidp7144@mindspring.com Date Applied: 02/13/2012
Skills: Eno Township Also Serves On:

Mr. Will Raymond Day Phone: 919-932-1035 Sex: Undesignated
209 Mt. Bolus Rd. Evening Phone: Race: Undesignated
Chapel Hill NC 27514 Cell Phone: Township: Chapel Hill
E-mail: campaign@willraymond.org Date Applied: 09/05/2012
Skills: Chapel Hill City Limits Also Serves On:
Skills: Political Volunteer Also Serves On:
Skills: Software Development Also Serves On:

Applicant Interest Listing

by Board Name and by Applicant Name

Orange County Planning Board (REQUIRES DISCL Contact Person: Tina Love
Contact Phone: 919-245-2575

Mr. Jeffrey L. Schmitt Day Phone: 919-732-9852 Sex: Male
2101 Schley Road Evening Phone: 919-732-9852 Race: Caucasian
Hurdle Mills NC 27541 Cell Phone: Township: Cedar Grove
E-mail: calaveras@embarqmail.com Date Applied: 01/16/2013
Also Serves On: Orange County Board of Adjustment (REQUIRES DIS
Skills: Financial Planner
Skills: Former Library Services Taskforce Mem
Skills: Former Member - O.C. Bd. Adj.
Skills: Former O/C Rec. & Parks Advisory Co
Skills: Former Orange County Planning Board

Ms. Kathleen Seligson Day Phone: 919-636-0325 Sex: Female
200 Copper Beech Ct Evening Phone: Race: Caucasian
Chapel Hill NC 27517 Cell Phone: Township: Chapel Hill
E-mail: kms361@aol.com Date Applied: 10/22/2012
Also Serves On:
Skills:

Mr. Andrew Shannon Jr. Day Phone: 919-931-1558 Sex: Male
119 Old Larkspur Way Evening Phone: 919-933-1796 Race: Caucasian
Chapel Hill NC 27516-3414 Cell Phone: Township: Chapel Hill
E-mail: andrewshannonjr@yahoo.com Date Applied: 08/24/2012
Also Serves On: Affordable Housing Advisory Board
Skills: Consultant
Skills: Sales

Mr. David Squires Day Phone: 919-280-6450 Sex: Male
5718 West Ten Road Evening Phone: 919-563-0363 Race: Caucasian
Mebane NC 27302 Cell Phone: Township: Cheeks
E-mail: tsquires@sumitomoelectric.com Date Applied: 08/24/2012
Also Serves On:
Skills: Cheeks Township
Skills: Engineer
Skills: Financial Officer

Mrs. Shelby Tyson Day Phone: 919-681-4914 Sex: Female
514 Rolling Meadow Drive Evening Phone: 919-304-6544 Race: Caucasian
Mebane NC 27302 Cell Phone: Township: Cheeks
E-mail: shelby.tyson@duke.edu Date Applied: 02/13/2012
Also Serves On:
Skills: Community Service Volunteer
Skills: Girl Scout Leader

Applicant Interest Listing

by Board Name and by Applicant Name

Orange County Planning Board (REQUIRES DISCL Contact Person: Tina Love
Contact Phone: 919-245-2575

Skills: Paralegal	Also Serves On:	
Skills: Schools Issues Advocate	Also Serves On:	
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Mr. Glenn Wallace CPA	Day Phone: 919-929-2497	Sex: Male
1401 Cates Hickory Hill Lane	Evening Phone:	Race: Caucasian
Hillsborough NC 27278	Cell Phone:	Township: Chapel Hill
	E-mail: glenn@forestlandgroup.com	Date Applied: 08/24/2012
Skills:	Also Serves On:	
Skills: CPA	Also Serves On:	
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Mr. Bryant Kelly Warren Jr.	Day Phone: 919-280-3611	Sex: Male
109 Holt Street	Evening Phone: 919-732-1115	Race: Caucasian
Hillsborough NC 27278	Cell Phone:	Township: Hillsborough
	E-mail: bkwarrenjr@gmail.com	Date Applied: 08/24/2012
Skills: (Former mbr) Hillsb.Planning Bdppp.	Also Serves On: IP (Intergovernmental Parks) Work Group (CURRENT	
Skills: Hillsborough Parks&Rec.Board		
Skills: Transportation Issues		
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Ms Sara Watson-Stubbins	Day Phone: 919 929 9312	Sex: Female
100 Pebble Court	Evening Phone: 919 357 7555	Race: Caucasian
Chapel Hill NC 27516	Cell Phone:	Township: Chapel Hill
	E-mail: cai_sara@msn.com	Date Applied: 09/08/2012
Skills: Real Estate	Also Serves On:	
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Ms. Lydia Wegman	Day Phone: 919-541-5505	Sex: Female
5704 Cascade Drive	Evening Phone: 919-382-1904	Race: Caucasian
Chapel Hill NC 27514	Cell Phone:	Township: Chapel Hill
	E-mail: wegman.lydia@epa.gov	Date Applied: 06/10/2013
Skills: Environmental/Natural Resources	Also Serves On:	
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Mr. Christopher Wehrman	Day Phone: 215-806-8615	Sex: Male
2212 Beckett's Ridge Drive	Evening Phone: 215-806-8615	Race: Caucasian
Hillsborough NC 27278	Cell Phone:	Township: Hillsborough
	E-mail: cwadesigns@nc.rr.com	Date Applied: 08/26/2013
Skills:	Also Serves On: Arts Commission	
Skills: Architect		

Applicant Interest Listing

by Board Name and by Applicant Name

Orange County Planning Board (REQUIRES DISCL Contact Person: Tina Love
Contact Phone: 919-245-2575

Mr. Brantley Wells745 Mary E. Cook Rd
Hillsborough NC 27278

Day Phone: 336-599-3900

Evening Phone: 919-643-4010

Cell Phone:

E-mail: brantley.wells@summit-engineer.com

Sex: Male

Race: Caucasian

Township: Eno

Date Applied: 08/29/2012

Skills: Chamber of Commerce

Also Serves On:

Skills: Land Surveyor

Also Serves On:

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Mark Anderson
Name Called:
Home Address: 2310 Stagecoach Dr.
 Hillsborough NC 27278
Phone (Day): 919-259-1295
Phone (Evening): 919-423-6081
Phone (Cell):
Email: mark.g.anderson@us.pwc.com
Place of Employment: PricewaterhouseCoopers LLP
Job Title: Manager
Year of OC Residence: 2006
Township of Residence: Eno
Zone of Residence: Does not apply
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Orange County Parks and Recreation Council

Hillsborough Planning Board

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: I have over 18 years of experience dedicated to managing the design of web applications. I specializes in User Experience (UX) Design and have experience in functional and technical roles within the UX context. These include Usability, User Interface Design, Usability Evaluation, Usability Testing, Accessibility Evaluation and Information Architecture. I have performed multiple design and consulting roles during my career including Designer, Design Manager, Creative Director, Usability Engineer and Production Manager.

Volunteer Experience: Architecture Review Board Chairman, Auburn Neighborhoods, Durham 2003-2006

Education: Ohio State University Columbus OH, Graduate work in Geographic Information Systems design 1991-1993; Tongji University Shanghai, The People's Republic of China Grad Study Abroad Program Summer 1993; Purdue University West Lafayette IN Bachelor of Science (graduated with highest distinction) 1991; US Army 1984 - 1987, US Army Honorable Discharge 5/1987

St. Francis College Ft. Wayne IN Commercial Art and Design 1979-1981.

Other Comments:

STAFF COMMENTS: 05/02/2011 - Originally applied for Orange County Planning Board, Orange County Parks and Recreation Council, and Hillsborough Planning Board. UPDATED APPLICATION 02/13/2012 FOR OC PLANNING BOARD. UPDATED APPLICATION 12/19/2012 FOR PARKS AND REC. COUNCIL. ADDRESS VERIFICATION: 2310 Stagecoach Dr., Hillsborough is Orange County Jurisdiction and Eno Township.

This application was current on: 12/19/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Adam Beeman
Name Called:
Home Address: 1027 Three Pond Dr
 Cedar Grove NC 27231
Phone (Day): 508-864-8488
Phone (Evening):
Phone (Cell):
Email: abeeman4784@yahoo.com
Place of Employment: King Bros. Electric
Job Title: Electrician
Year of OC Residence: 2008
Township of Residence: Cedar Grove
Zone of Residence: -
Sex: Male
Ethnic Background: Caucasian
Boards/Commissions applied for:
 Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN
 Mebane Planning Board

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Electrician for past 4 years. In and out of carpentry for 10 years. Manufacturing tech for 5 years.

Volunteer Experience: Hyaa t-ball.

Education: Associates degree in electrical. HS Diploma.

Other Comments:

Currently in process of constructing a home here in Orange County. Having gone through the process I have knowledge of the problems affecting the residents. I would love to have the opportunity to share my views and solutions on the growth of the county. STAFF COMMENTS: Originally applied for Orange County Planning Board, Mebane Planning Board and Interlocal Agreement committee for the Hillsborough Area- Orange county Strategic Growth Plan Phase II 10/05/2010. UPDATED APPLICATION FOR OC PLANNING BOARD 02/15/2012. ADDRESS VERIFICATION: 1027 Three Pond Drive is in Cedar Grove Township and Orange County Jurisdiction.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr David Belt
Name Called:
Home Address: 1126 Lakeview Dr.
 Cedar Grove NC 27231
Phone (Day): 919-644-6505
Phone (Evening): 919-644-6505
Phone (Cell):
Email: na4vy@msn.com
Place of Employment: Retired from Underwriters Laboratories (33 years)
Job Title: Principal Engineer
Year of OC Residence: 1996
Township of Residence: Cedar Grove
Zone of Residence: -
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Product safety engineer (electrical), codes and standards development (33 years). Retired in 2009.

Volunteer Experience: Treasurer for Walkers Landing Property Association (13 years) on Lake Orange

Education: BSEE University of Illinois, Registered Professional Engineer State of North Carolina

Other Comments:

Now that I am retired, I have the time for more volunteer work. I think that serving on the Orange County Planning Board would be interesting, broaden my knowledge of planning and devolopment issues and allow me to give back time and energy to the community.

STAFF COMMENTS: Originally applied 10/28/2010 for Orange County Planning Board.

ADDRESS VERIFICATION: 1126 Lakeview Drive is in Cedar Grove Township and Orange County Jurisdiction.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. David Blankfard
Name Called:
Home Address: 1805 Cates Creek Parkway
 Hillsborough NC 27278
Phone (Day): 919-828-1876
Phone (Evening): 919-241-4009
Phone (Cell):
Email: blankfard@hotmail.com
Place of Employment: Clark Nexsen
Job Title: Senior Structural Engineer
Year of OC Residence:
Township of Residence: Hillsborough
Zone of Residence: Does not apply
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: -Heery International, Atlanta, GA 1999-2001 Structural Engineer
 -Stewart Engineering, Raleigh, NC 2001-2008 Structural Project Manager
 -Clark Nexsen Architecture and Engineering, Raleigh, NC 2008 Senior Structural Engineer

Education: 1989 Chapel Hill High School
 1993 BS in Civil Engineer from Tulane University

Other Comments:

Professional Engineer in Structural Engineering. LEED Accredited Professional. STAFF COMMENTS: Originally applied for O.C. Planning Board, O.C. Board of Adjustment & Economic Development Commission 11/18/2008. Updated interes 4/13/2011.
 ADDRESS VERIFICATION: 1805 Cates Creek Parkway is Hillsborough Township, HIPL jurisdiction.

This application was current on: 8/24/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: CDR Alexander Castro Jr
Name Called:
Home Address: 5915 Morrow Mill Road
 Chapel Hill NC 27516
Phone (Day): 919-619-1510
Phone (Evening): 919-929-6368
Phone (Cell):
Email: alexcastrojr@hotmail.com
Place of Employment: Retired
Job Title:
Year of OC Residence: 1989
Township of Residence: Bingham
Zone of Residence: Agricultural Residential
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: 1- business development executive in field of intelligent transportation systems. Involved in testing and fielding of EZPASS electronic toll collection systems.
 2- naval aviator and aircraft maintenance officer with specialization in anti-submarine warfare systems.
 3- specialist in politico-military affairs and strategic planning

Volunteer Experience: 1- Member of OC Aging Advisory Board
 2- Member of OC Habitat for Humanity Family Selection Cmte.
 3- Past treasurer and current Board member of Preserve Rural Orange, Inc.
 4- Prepective board member of Chapel Hill Meals on Wheels

Education: BS Marine Engineering, US Naval Academy, Annapolis, MD
 MA International Relations, The American University, Wash.DC
 Graduate of the National War College, Washington, DC

Other Comments:

I have closely followed the development of a solution to the disposal of our solid waste upon the closing of the county landfill. As a resident of the rural section of Orange County I feel it is important to become involved in the process of resolving the problem of solid waste disposal for all county residents. STAFF COMMENTS: Originally applied for

Solid Waste Advisory Board, Advisory Board on Aging, Historic Preservation Commission 12/29/09. Applied for Orange Unified Transportation Board and Orange County Planning Board 06/20/2012. ADDRESS VERIFICATION: 5915 Morrow Mill Rd is Bingham township, OC jurisdiction.

This application was current on: 9/4/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Darrell Chandler
Name Called:
Home Address: 9925 NC Hwy. 57
 Rougemont NC 27572
Phone (Day): 336-364-7070
Phone (Evening): 919-698-9748
Phone (Cell):
Email: darrellwchandler@aol.com
Place of Employment: Durham Tech Community College
Job Title: Police Officer/Deputy Sheriff
Year of OC Residence: 2007
Township of Residence: Little River
Zone of Residence: Agricultural Residential
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)

I was a member of the small area plan committee that developed the successful Rural Economic Development Area (REDA). This was needed in this County for many years and is now in effect.

Economic Development Advisory Board (REQUIRES DISCLOSURE STATEMENT)

I was a member of the small area plan committee that developed the successful Rural Economic Development Area (REDA). This was needed in this County for many years and is now in effect.

Community Activities/Organizational Memberships:

I worked 23 yrs. with the same company building waste water treatment equipment. The machines that we built help cleaned up streams, creeks, rivers, and lakes. I have completed Basic Law Enforcement Training (BLET) and I am currently a certified law enforcement officer with the State of NC.

Past Service on Orange County Advisory Boards:

Volunteered for Habitat for Humanity in Person County. I was a member of the Small Area Planning Committee for Orange County Speedway. Multiple Events at my place of Employment.

Volunteer Experience: Volunteered for Habitat for Humanity in Person County. I was a member of the Small Area Planning Committee for Orange County Speedway. Multiple Events at my place of Employment.

Education: College Degree

Other Comments:

I live in Little River Township. I have built a home here and plan to live here the rest of my life. Its been a dream come true. I was born and raised in southern Person County and this entire area has been like home to me. I have 37 acreas at 9925 NC Hwy. 57 that I built my home on. I am very interested in the progress and growth that occurs around me. I am asking to be considered for a position on the Little River advisory board for the Orange County Commissioners. STAFF COMMENTS: Originally applied for Orange County Planning Board 1-3-2011. UPDATED APPLICATION FOR OC PLANNING BOARD 02/13/2012. UPDATED APPLICATION 03/22/2013 FOR OC PLANNING BOARD AND ECONOMIC DEVELOPMENT ADVISORY BOARD. ADDRESS VERIFICATION: 9925 NC Hwy. 57 is in Orange County Jurisdiction, Little River Township. And Agricultural Residential Zoning.

This application was current on: 3/22/2013

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Dr. Thomas Engelhardt
Name Called:
Home Address: 303 Lake Hogan Farm Road
 Chapel Hill NC 27516
Phone (Day): 919 923 2159
Phone (Evening):
Phone (Cell):
Email: thomas@engelhardt.com
Place of Employment:
Job Title:
Year of OC Residence: 2009
Township of Residence: Chapel Hill
Zone of Residence: Does not apply
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: 20+ years of scientific, technical and managerial experience
 15+ years executive experience managing global businesses with increasing
 responsibility (last position: P&L in excess of \$2bn, workforce of > 3500, diverse
 business)

Volunteer Experience: None in the US

Education: University, PhD in chemistry
 Various advanced executive programs

Other Comments:

Would like to be an active member of the community and use my professional
 background and experience for the benefit of Orange county. STAFF COMMENTS:
 06/08/2011 originally applied for EDC and Orange County Planning Board. UPDATED
 APPLICATION FOR OC PLANNING BOARD 02/13/2012. ADDRESS VERIFICATION:
 303 Lake Hogan Farm Road is Carrboro Jurisdiction, Chapel Hill Township.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Dr. Barry Katz
Name Called:
Home Address: 5801 Cascade Drive
 Chapel Hill NC 27514
Phone (Day): 919-383-5178
Phone (Evening): 919-383-5178
Phone (Cell):
Email: bakatz@nc.rr.com
Place of Employment: Retired
Job Title:
Year of OC Residence: 1980
Township of Residence: Chapel Hill
Zone of Residence:
Sex: Male
Ethnic Background: Caucasian
Boards/Commissions applied for:
 Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Founded biotech company and ran it 16 years.
 Sat on board of directors for biotech company
 Worked as Lab Tech at Memorial Hospital

Volunteer Experience: Former Chair of Orange Co. Democratic Party
 Six years on Orange Co. Planning Board

Education: Ph.D. UNC Dept. of Botany Geology/Biology education. Field ecologist for 30 years. I have a reasonable understanding of hydrology, pollution, etc. I am familiar with recent literature on smart growth , and I appreciate the difference between living in Orange County and Wake County.

Other Comments:

Nominated for CPLUC on 5/8/02. Originally applied 4/28/98 for O.C. Planning Board. Ph.D. V.P. of Microbial Acquisitions and Research Fellow at Mycosearch, Inc. Expertise in Forest Microbiology. Have lived and worked in Orange County 28 years. I am interested in supporting ways for the county to fund programs that maintain the quality of life it presently offers most of its citizens, and extending those good qualities to the rest of its residents. I want to work on achieving a new comprehensive land use plan and its implementation in Orange Co. STAFF COMMENTS: Originally applied for Local

Revenue Options Education Advisory Committee 2/5/2008. ADDRESS VERIFICATION:
5801 Cascade Drive, Chapel Hill is Chapel Hill Township in OCPL jurisdiction.
UPDATED INTEREST 04/13/2011 IF ELIGIBLE. UPDATED INTEREST 02/13/2012
FOR PLANNING BOARD.

This application was current on: 8/24/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Brendan Madigan
Name Called:
Home Address: 515 Hinton James Dr. Room 609A
Chapel Hill NC 27514
Phone (Day): 410-615-8900
Phone (Evening): 410-615-8900
Phone (Cell):
Email: brendanm@brendanmadigan.com
Place of Employment:
Job Title:
Year of OC Residence: 2011
Township of Residence: Chapel Hill
Zone of Residence: Chapel Hill ETJ
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Orange County Board of Adjustment (REQUIRES DISCLOSURE STATE

Community Activities/Organizational Memberships:**Past Service on Orange County Advisory Boards:**

Work Experience: I have extensive work experience regarding green development. I worked with the USGBC-Maryland Chapter and assisted with energy audits of a variety of buildings working for K.C. Madigan & Associates

Education: Student at UNC-Chapel Hill

Other Comments:

STAFF COMMENTS: Applied 3/22/2012 for Chapel Hill Board of Adjustment, Orange County Board of Adjustment, and Orange County Planning Board. 05/24/2013 UPDATED APPLICATION TO INCLUDE OC BOA AND OC PLANNING BOARD. ADDRESS VERIFICATION: Hinton James Drive is in Chapel Hill Township, Chapel Hill Town Limits..

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Julian (Randy) Marshall Jr.
Name Called:
Home Address: 3826 Riders Trail
 Hillsborough NC 27278
Phone (Day): 919 929-5706
Phone (Evening): 919 270-6411
Phone (Cell):
Email: pickardmountain@mindspring.com
Place of Employment: Retired CH/Carrboro School System
Job Title: former elementary school principal
Year of OC Residence: 1970
Township of Residence: Bingham
Zone of Residence: Rural Area Resident
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Orange Water & Sewer Authority Board of Directors

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: 32 years with the Chapel Hill-Carrboro City Schools, 27 as principal of Carrboro Elementary.

Volunteer Experience: 9.5 years on the Carrboro Board of Aldermen; Orange Co Visitors Bureau; PTA Thift Shop Board
 Carrboro Parks and Recreation Commission; Sister Cities Board Currently serving on OUT Board

Education: Durham High School; Duke University; Elon College, AB degree; UNC-CH, Master of Arts in Teaching
 UNC-CH, Advanced Administrative Certification-Sixth Year

Other Comments:

STAFF COMMENTS: Originally applied to the Unified Transportaion Advisory Committee 7/28/2005. Originally applied for O.C. Planning Board 5/22/2008. UPDATED APPLICATION 10-25-2010 FOR PLANNING BOARD. UPDATED APPLICATION 02/13/2012 FOR PLANNING BOARD. ADDRESS VERIFICATION: 3826 Riders Trail is in Bingham Township in Orange County. NEW APPLICATION 05/17/2012 TO SERVE

ON OWASA BOARD. As an active citizen of Orange County I have followed the activities of the OWASA Board since its inception even attending the closing of the damn on Cane Creek. I feel I am somewhat familiar with many of the issues the Board wold be considering. I would hope I could make a contribution by representing the BOCC on the OWASA Board.

This application was current on: 8/24/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Jeff Miles
Name Called:
Home Address: 1000 Smith Level Road
 Apartment D-20
 Carrboro NC 27510
Phone (Day): 919-623-6134
Phone (Evening):
Phone (Cell):
Email: jdmiles312@gmail.com
Place of Employment: N.C. Department of Cultural Resources
Job Title: Web Content Manager
Year of OC Residence: 2008
Township of Residence: Chapel Hill
Zone of Residence: Carrboro City Limits
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)

In college I took several classes in urban planning. Topics covered included land use, housing and transportation. I have also served on the Chapel Hill Board of Adjustment where I gained experience with zoning, and wrote for OrangePolitics where I dove into the issues around local planning and politics.

Community Activities/Organizational Memberships:

OrangePolitics

Past Service on Orange County Advisory Boards:

Other Comments:

STAFF COMMENTS: Applied for Orange County Planning Board and Orange Unified Transportation Board 09/06/2012.

ADDRESS VERIFICATION: 101 RockHaven Road, Apartment C-301 is Chapel Hill Township, Carrboro Jurisdiction and Carrboro City Limits. NEW ADDRESS (08/26/2013) 1000 Smith Level Road, Apartment D-20, Carrboro, NC 27510.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Tom O'Dwyer
Name Called:
Home Address: 105 Boulder Lane
 Chapel Hill NC 27514
Phone (Day): 919-906-0581
Phone (Evening): 919-942-7244
Phone (Cell):
Email: greenbuilder4us@aol.com
Place of Employment: Construction Resources - Chapel Hill
Job Title: Design/Build General Contractor
Year of OC Residence: 1985
Township of Residence: Chapel Hill
Zone of Residence: C.H. City Limits
Sex: Male
Ethnic Background: Caucasian
Boards/Commissions applied for:
 Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: General Contractor and builder of Green Homes. I have developed land successfully in Orange County, donated land for conservation and design-built homes that are very energy efficient for 25 years.

Volunteer Experience: Carrboro Farmers Market Construction Management; Rain Forest Preservation Fund Raising; WCOM Community Radio Station in Carrboro - construction; Volunteer Democratic party 2004 election; International and national meditation retreats and ymposiums. Commission for the Environment, Habitat for Humanity, Orange County Council on Aging recent MAP (listed contributor).

Education: 2 years college, a number of continued eduction courses at NC State on Renewable Energy Technologies and Healthy Built Homes

Other Comments:

Sustainable/Smart Development of land should be the norm in our future. My understanding is, it requires legislative approval for ordinances that have certain requirements. We should do as many things possible to support environmentally responsible development, such as creating solar easements for future renewable power use, smarter energy efficiency improvements in new construction, Smart Grid development, or work on ways to propose changes in the legislature to better protect our

environment on local levels. STAFF COMMENTS: Applied for Commission for the Environment 05/11/2006; Applied for Orange County Planning Board 06/15/2012. ADDRESS VERIFICATION: 105 Boulder Lane is in Chapel Hill Township, Chapel Hill Jurisdiction, Chapel Hill Town Limits.

This application was current on: 8/24/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Jamie Paulen
Name Called:
Home Address: 5500 Spring House Lane
 Chapel Hill NC 27516
Phone (Day): 216-965-5095
Phone (Evening):
Phone (Cell):
Email: jamiepaulen@gmail.com
Place of Employment: Smith Moore Leatherwood LLP
Job Title: Attorney
Year of OC Residence: 2010
Township of Residence: Chapel Hill
Zone of Residence: Orange County
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Economic Development Advisory Board (REQUIRES DISCLOSURE ST

I am an attorney who represents businesses and have an interest in bringing more business to Orange County. I can bring that experience to the advisory board.

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

I am an attorney with experience representing municipal clients. I can bring that experience to the advisory board.

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

None

Other Comments:

STAFF COMMENTS: Originally applied for Economic Development Advisory Board; Human Relations Commission, and Orange County Planning Board 09/17/2012; RE-APPLIED 10/15/2012 FOR HUMAN RELATIONS COMMISSION, PERSONNEL HEARING BOARD, AND ORANGE COUNTY PARKS AND RECREATION COUNCIL. . . UPDATED APPLICATION FOR PARKS AND REC. 12/19/1012. ADDRESS VERIFICATION: 5500 Spring House Lane is Chapel Hill Township, Orange County Jurisdiction, Rural Buffer.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. David Potter Sr.
Name Called:
Home Address: 2507 Red Hill Lane
 Hillsborough NC 27278
Phone (Day): 919-923-3464
Phone (Evening): 919-644-1990
Phone (Cell):
Email: davidp7144@mindspring.com
Place of Employment: Self
Job Title: Investor/Builder
Year of OC Residence: 2005
Township of Residence: Eno
Zone of Residence: At-Large
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Board of Adjustment (REQUIRES DISCLOSURE STATE

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Drilling fluid engineer working both domestically and foreign petroleum locations; Former owner of irrigation and well drilling company in Florida. Designed and supplied subsurface irrigation products to municipalities and irrigation companies.

Volunteer Experience: Many years ago Jaycees and Lions Club in Tennessee

Education: BS in Business Administration; Work toward MBA; Petroleum engineer

Other Comments:

Since moving to Orange County almost four years ago I have constructed 3 homes in the Red Hill Farms development.. STAFF COMMENTS: Originally applied for the Orange County Board of Adjustment, Orange County Planning Board, Orange Water and Sewer Authority Board of Director 5/15/2007. Called 10/20/2010 to update his application. Wanted EDC instead of OWASA Board of Directors. Changes made on his application 10/20/2010. Updated application 04/05/2011 to remain on the interest list for OC BOA. UPDATED APPLICATION FOR INTEREST LIST FOR OC PLANNING BOARD 02/13/2012. ADDRESS VERIFICATION: 2507 Red Hill Lane, Hillsborough 27278 is in the Eno Township.

This application was current on: 2/13/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Will Raymond
Name Called:
Home Address: 209 Mt. Bolus Rd.
 Chapel Hill NC 27514
Phone (Day): 919-932-1035
Phone (Evening):
Phone (Cell):
Email: campaign@willraymond.org
Place of Employment: Self-employed
Job Title: Software Engineer
Year of OC Residence: 1989
Township of Residence: Chapel Hill
Zone of Residence: Does not apply
Sex: Undesignate
Ethnic Background: Undesignated
Boards/Commissions applied for:
 Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Former CIO/CTO RegEd.com/Blast, Inc. Entrepreneur, started 3 companies. additional management/financial experience: NorTel (7 years) Software developer CIO/CTO Reged.com/Blast, Inc.
 Project lead Northern Telecom Senior Engineer Extensibility/TIBCO, Inc.

Volunteer Experience: OWASA Board, Horace-Williams Citizens Committee, Chapel Hill Technology Advisory Board, Downtown Parking Task Force, Sustainability Visioning Task Force, Friend of Lincoln Arts Center, Festifall logistics planning 2 years, Project Connect volunteer 5 yrs/logistics coordinator 2011, Friends of Bolin Creek, Save Bolin Creek. As a citizen been involved in Rogers Rd. landfill mitigation discussions, small area planning discussions in Chapel Hill, Carolina North Planning, Chapel Hill budget process, Orange County transfer station and airport siting discussions, UNC Animal Facility waste management issues and many other county/Chapel Hill/Carrboro issues last dozen years.

Education: BS/BA CSCI/MATH, Math/Computer science ECU

Other Comments:

Interested in OC economic development. STAFF COMMENTS: Originally applied for Hollow Rock Park Planning Committee 11/27/2006. Applied for Economic Development

Commission 8-9-2010. 11/16/2011: Seeking appointment as Orange County representative to SWAB to help shepherd our waste management program through the next 2 transitional years.

ADDRESS VERIFICATION: 209 Mt. Bolus, Chapel Hill NC 27514 is in the Chapel Hill City Limits.

This application was current on: 9/5/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Jeffrey L. Schmitt
Name Called:
Home Address: 2101 Schley Road
 Hurdle Mills NC 27541
Phone (Day): 919-732-9852
Phone (Evening): 919-732-9852
Phone (Cell):
Email: calaveras@embarqmail.com
Place of Employment: Retired
Job Title: n/a
Year of OC Residence: 1996
Township of Residence: Cedar Grove
Zone of Residence: At-Large
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)

Prior experience (two terms on this board) plus general understanding of the UDO

Orange County Parks and Recreation Council

served two terms on this board, one as the Chairperson.

Community Activities/Organizational Memberships:

Friends of the Orange County Public Library, Schley Grange, Orange/Durham Cattlemen's Assn.,

Past Service on Orange County Advisory Boards:

Orange County Parks and Rec. Board; Orange County Board of Adjustments, Orange County Planning Board; two Library Task Force boards

Other Comments:

STAFF COMMENTS: :Renewed application on 2/24/2009 for Hyconeechee Regional Library. Renewed application on 1/11/2006 for HSAC rep from Co-Op Extension . Renewed application 11/16/2004 for Orange County Planning Board. Renewed app. For Library Services Task Force (Reconvened 2004) 2/22/04. Renewed app. 10/30/2000 for OCPB. Renewed app. 03/04/1999. Appointed by Orange County Recreation and Parks Adv. Council to IP Work Group, 10/00. Board(s) app. For: O/C Planning Bd., Rec. & Parks Adv. Council. UPDATED APPLICATION 11/12/2010 BY E-MAIL FOR: ECONOMIC DEVELOPMENT COMMISSION. Renewed application

1/19/2013 for OC Board of Adjustment, OC Planning Board, and OC Parks and Recreation Council. ADDRESS VERIFICATION: 2101 Schley Rd is Orange County, Cedar Grove Township, Orange County Jurisdiction, Agrucultural Residential Zoning..

This application was current on: 1/16/2013

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Kathleen Seligson
Name Called:
Home Address: 200 Copper Beech Ct
 Chapel Hill NC 27517
Phone (Day): 919-636-0325
Phone (Evening):
Phone (Cell):
Email: kms361@aol.com
Place of Employment: Self
Job Title: Residential Appraiser
Year of OC Residence: 2005
Township of Residence: Chapel Hill
Zone of Residence: Chapel Hill ETJ
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)

I have been a Residential Appraiser for twelve years, with a total of seven of those years in North Carolina. I work primarily in Orange County and am familiar with most of the area. I would like to encourage smart, sustainable growth in our beautiful county.

Community Activities/Organizational Memberships:

Beechridge HOA Secretary/Treasurer
 Carrboro High School PTSA Hospitality Committee Chair

Past Service on Orange County Advisory Boards:

Other Comments:

STAFF COMMENTS: Originally (10/22/2012) applied for Orange County Planning Board. ADDRESS VERIFICATION: 200 Copper Beech Ct. is Chapel Hill Township, Chapel Hill Jurisdiction, and Chapel Hill ETJ.

This application was current on: 10/22/2012 9:44:51 AM

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Andrew Shannon Jr.
Name Called:
Home Address: 119 Old Larkspur Way
 Chapel Hill NC 27516-3414
Phone (Day): 919-931-1558
Phone (Evening): 919-933-1796
Phone (Cell):
Email: andrewshannonjr@yahoo.com
Place of Employment: Self employed
Job Title: Consultant
Year of OC Residence: 2004
Township of Residence: Chapel Hill
Zone of Residence: C.H. City Limits
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Contract Business Consultant (Current) Cisco - 1999-2011 (RTP 2004-2011) Director of Global Sales. Managed over 250 people world wide with revenue responsibility of over \$1B.

Volunteer Experience: Church Council 2001 - 2004; Habitat for Humanity - Corporate sponsored builds Food Bank of Central and Eastern North Carolina

Education: BS Engineering; MBA- Entrepreneurship

Other Comments:

I am a seasoned global sales executive who has experienced and appreciates a variety of cultures around the world and celebrates and promotes these differences. I believe that the Affordable Housing Program is an important element of our community responsibility. Having lived in a neighborhood with a significant population of Community Trust Homes, I believe the program is not well understood or branded in a positive light. I believe the people of Orange County want this program to thrive and are willing to contribute to the ongoing success of the program if the vision, strategy and action items are understood and communicated in a transparent and accountable fashion. My successful business leadership experience will add a proven problem solving and organizational dimension to the board. I have the ability to assess problems, identify and

prioritize needs, develop simple and actionable plans and align the efforts of the organizations around the common goals. STAFF COMMENTS: Applied for Affordable Housing Advisory Board and Oange County Planning Board 08/08/2012. ADDRESS VERIFICATION: 119 Old Larkspur Way is Chapel Hill Jurisdiction, Chapel Hill Township, and Chapel Hill Town Limits.

This application was current on: 8/24/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. David Squires
Name Called: Tony
Home Address: 5718 West Ten Road
Mebane NC 27302
Phone (Day): 919-280-6450
Phone (Evening): 919-563-0363
Phone (Cell):
Email: tsquires@sumitomoelectric.com
Place of Employment: Sumitomo Electric Lightwave
Job Title: Product Manager-Fiber Optic Cable
Year of OC Residence:
Township of Residence: Cheeks
Zone of Residence: Cheeks Twnsp
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Mebane Planning Board

Efland-Mebane SAP Implementation Focus Group (BOARD NOT CURR

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: 1984-present Sumitomo Electric Lightwave. Product and Engineering Manager. Variety of positions including Manufacturing supervisor, Sales Engineer, Technical Support Supervisor, Product Manager, Interconnect/Fusion Group, Product Manager-Fiber Optic Cable Division. Core experience is Business development, financial/operations specialist, and extensive leadership experience.

Volunteer Experience: Past member and Assistant Treasurer of East Chapel Hill Rotary club. Local work with St. Mark's church. Past member of Alamance County Friends of Youth program.

Education: 1981-HS diploma Orange High School 1981-1983 UNC-CH studies in General College/Industrial Relations 1990-1992- Alamance Community College - Industrial Relation 1994-1996 NC Wesleyan College - BS in Business Administration 1998 - 2000 Elon College - Masters Degree in Business Administration

Other Comments:

Looking forward to working with you and trust that my ability to evaluate situations, provide guidance, and help other, will be the right fit for your team. Thanks and feel free to call me at 919-280-6450 to review or discuss any questions you may have regarding this application. STAFF COMMENTS: Spoke with Mr. Squires on 11/01/10, and he indicated an interest to remain on the applicant interest list for Orange County Planning Board. Per e-mail of 02/2012, wishes to remain on the applicant interest list. ADDRESS VERIFICATION: 5718 West Ten Road is in Cheeks Township, Orange County Jurisdiction.

This application was current on: 8/24/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mrs. Shelby Tyson
Name Called:
Home Address: 514 Rolling Meadow Drive
 Mebane NC 27302
Phone (Day): 919-681-4914
Phone (Evening): 919-304-6544
Phone (Cell):
Email: shelby.tyson@duke.edu
Place of Employment: Duke University
Job Title: Paralegal
Year of OC Residence: 2003
Township of Residence: Cheeks
Zone of Residence: Cheeks Twnsp
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Mebane Planning Board

Orange County Board of Adjustment (REQUIRES DISCLOSURE STATE

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Corporate Risk Management - Claims Management; Risk Management; Duke University/Duke University Health System (1979-2006); Licensing Administrator: Investors Title Insurance Company (2006-2007); Paralegal Duke University (2007 - current).

Volunteer Experience: North Carolina State Bar (Health Care power of attorney probono; Wills for Heroes probono); North Carolina Paralegal Association (Parliamentarian, State Bar Liaison, various committees member); Duke HomeCare and Hospice; Welcome Baby (Durham County); Girl Scouts (co-leader).

Education: North Carolina Certified Paralegal (2005)

Other Comments:

I desire to serve as needed and as available opportunities are available in my community. STAFF COMMENTS: Originally applied for Orange County Planning Board 2007; Currently (09/07/2010) applied for OC Planning Board, Mebane Planning Board

Page 2 of 2

Shelby Tyson

and OC Board of Adjustment (06-04-2011); UPDATED APPLICATION 02/13/2012 FOR
OC PLANNING BOARD. ADDRESS VERIFICATION: 514 Rolling Meadow Drive is in
Cheeks Township, Orange County Jurisdiction.

This application was current on: 2/13/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Glenn Wallace CPA
Name Called:
Home Address: 1401 Cates Hickory Hill Lane
 Hillsborough NC 27278
Phone (Day): 919-929-2497
Phone (Evening):
Phone (Cell):
Email: glenn@forestlandgroup.com
Place of Employment: The Forestland Group, LLC
Job Title: Sr. Director of Risk Mgmt & Taxation
Year of OC Residence:
Township of Residence: Chapel Hill
Zone of Residence: Does not apply
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: CPA with 17 years of experience. Controller for Pappas Ventures - a venture capital firm in RTP. Owner of My Dog Tess, Inc. www.mydogtess.com

Education: BS - Business Administration 1990 - UNC
 Masters in Accounting - 1991 - UNC

Other Comments:

I have been a resident of Orange County for 2 and a half years (in the rural buffer). I do not plan on leaving, well, until I am buried in Orange County. I am concerned by recent events and the what I perceive to be a move away from the long standing land use policies. I believe my background as a financial professional and a real estate firm owner (concerned with preservation not rapid unplanned growth and development) will be helpful to Orange County. STAFF COMMENTS: Originally applied for Orange County Planning Board 10/31/08. Updated information to include Planning Board 05/20/2011. Updated information for Planning Board 02/29/2011. ADDRESS VERIFICATION: 1401 Cates Hickory Hill Lane, Chapel Hill is Orange County in the OCPL jurisdiction.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Bryant Kelly Warren Jr.

Name Called:

Home Address: 109 Holt Street
Hillsborough NC 27278

Phone (Day): 919-280-3611

Phone (Evening): 919-732-1115

Phone (Cell):

Email: bkwarrenjr@gmail.com

Place of Employment: USPS

Job Title: City Carrier

Year of OC Residence:

Township of Residence: Hillsborough

Zone of Residence: Hillsborough Town Limits

Sex: Male

Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Customer Service Rep and Manager, Convenience Store Operator, Bus Driver, Dispatcher for Heating and Air company, Restaurant Owner. Work for Printing Company

Volunteer Experience: Most of Volunteer work was with Hillsborough. Hillsborough Planning Board 6 Years, Hillsborough Parks and Recreation 5 years, Hillsborough/Orange County Task force on EDD Transportation.

Education: Completed High School and some Business Class, Loss Prevention and Security Course.

Other Comments:

STAFF COMMENTS: Reapplied for Orange County Planning Board, Orange Unified Transportation Board, Orange County Farmer's Market Interim Oversight Committee on 3/6/2008. would like to be considered for other committees as well. STAFF COMMENTS: Updated on 9/24/2004 to include Efland Area Small Area Planning Taskforce. Originally applied for Rec. and Parks, Orange County Planning Board, and ABC Board. Updated 5/20/2011 to include Planning Board, OUT Board and Parks and Rec. ADDRESS VERIFICATION: 109 Holt Street is in Hillsborough City Limits in Orange County.

This application was current on: 8/24/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms Sara Watson-Stubbins
Name Called:
Home Address: 100 Pebble Court
 Chapel Hill NC 27516
Phone (Day): 919 929 9312
Phone (Evening): 919 357 7555
Phone (Cell):
Email: cai_sara@msn.com
Place of Employment: Community Association Institute of NC
Job Title: Executive Director
Year of OC Residence: 1997
Township of Residence: Chapel Hill
Zone of Residence: Chapel Hill Twnsp + C.H. JPA
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

I have an extensive background in real estate planning, development and transactions, as well as volunteer based organizations. I am the Executive Director of the North Carolina chapter of Community Associatons Institute, a non- profit national organization that serves as an advocate for Homeowner Associations, Condominums and planned communities. Much of the work involves statewide legislative issues.

Community Activities/Organizational Memberships:

I am not currently volunteering and consequently have the flexibility of schedule to do so now. I run board meetings and teach proper handling of such, and understand the dynamics of building coalitions, the importance of consideration of unintended consequences, and the neccessary handling of private agendas and politics on an advisory board.

Past Service on Orange County Advisory Boards:

none

Other Comments:

STAFF COMMENTS: Applied for Orange County Planning Board 09/08/2012.
 ADDRESS VERIFICATION: 100 Pebble Court is Chapel Hill Township, Orange County Jurisdiction, and Chapel Hill JPA Transition Area.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Lydia Wegman
Name Called:
Home Address: 5704 Cascade Drive
 Chapel Hill NC 27514
Phone (Day): 919-541-5505
Phone (Evening): 919-382-1904
Phone (Cell):
Email: wegman.lydia@epa.gov
Place of Employment: US EPA
Job Title: Division Director
Year of OC Residence: 1990
Township of Residence: Chapel Hill
Zone of Residence: Orange County
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Commission for the Environment

I am a lawyer by training and have worked for the US Environmental Protection Agency for over 30 years addressing both legal and policy issues concerning air quality. I believe my work experience and my deep interest in environmental protection would enable me to contribute significantly to the work of this commission.

Historic Preservation Commission (APPLICANTS SHALL RESIDE WITH

I have worked for the US Environmental Protection Agency for over 30 years and am a lawyer by training, both of which equip me well to understand complex legal and environmental issues. I believe this experience, plus my strong interest in preserving the historic character of Orange County and helping to preserve the quality of life that brought my husband and me here over 20 years ago, would enable me to contribute well to the work of this commission.

Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)

Orange County Board of Adjustment (REQUIRES DISCLOSURE STATEMENT)

Orange Unified Transportation Board

Orange Water & Sewer Authority Board of Directors

Community Activities/Organizational Memberships:

As I have worked full-time for many years, I have not had time to participate in community activities in the way in which I would like to do. I am now ready to devote time to my community and would very much like to volunteer for work on a county advisory board. I want to contribute my time to help the county address the multitude of issues it is facing, including how to address the desire and need for economic development and growth while protecting the environment and preserving the historic and agricultural character of this beautiful county.

Past Service on Orange County Advisory Boards:

None.

Other Comments:

STAFF COMMENTS: Originally (06/10/2013) applied for Chapel Hill Board of Adjustment (not located in ETJ or JPA area), Commission for the Environment, and Historic Preservation Commission. ADDRESS VERIFICATION: 5704 Cascade Drive is located in Chapel Hill Township, Orange County Jurisdiction, and Rural Buffer.

This application was current on: 6/10/2013 12:21:39 PM

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Christopher Wehrman
Name Called:
Home Address: 2212 Beckett's Ridge Drive
 Hillsborough NC 27278
Phone (Day): 215-806-8615
Phone (Evening): 215-806-8615
Phone (Cell):
Email: cwadesigns@nc.rr.com
Place of Employment: CWA Architectural Designs, LLC
Job Title: Architect
Year of OC Residence: 2011
Township of Residence: Hillsborough
Zone of Residence: Hillsborough Town Limits
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Affordable Housing Advisory Board

Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)

As a Registered Architect with 30 years of work experience in Architecture and Planning, I feel I am qualified to contribute to Planning Board

Hillsborough Planning Board

As a Registered Architect with 30 years of work experience in Architecture and Planning, I feel I am qualified to contribute to Planning Board

Community Activities/Organizational Memberships:

Orange County Arts Commission
 Orange County Youth soccer League (coach)

Past Service on Orange County Advisory Boards:

Orange County Arts Commission

Work Experience: Over 25 years of experience in architectural designs, planning, and project management for health care, educational, residential, and mixed-use facilities.

Volunteer Experience: Candlelight Home Tour, Hillsborough, NC, 2011.

Education: Bachelor of Architecture, 2000
 Drexel University, Philadelphia, PA

Other Comments:

I have enjoyed living in Hillsborough and everything it has to offer. I'd like to get more involved with the County and use my knowledge and skills to help enhance the quality of life for all residents. STAFF COMMENTS: Applied 04/27/2012 for Affordable Housing Advisory Board and Arts Commission. UPDATED APPLICATION 08/26/2013 FOR: Orange County Planning Board and Hillsborough Planning Board. ADDRESS VERIFICATION: 2212 Becketts Ridge Drive is Hillsborough Township, Hillsborough Town Limits. Hillsborough, NC 27278

This application was current on: 8/26/2013

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Brantley Wells
Name Called:
Home Address: 745 Mary E. Cook Rd
 Hillsborough NC 27278
Phone (Day): 336-599-3900
Phone (Evening): 919-643-4010
Phone (Cell):
Email: brantley.wells@summit-engineer.com
Place of Employment: Summit Consulting - Roxboro, NC
Job Title: Professional Land Surveyor
Year of OC Residence: 1998
Township of Residence: Eno
Zone of Residence: -
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Orange Unified Transportation Board

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Summit Consulting- Roxboro, NC - Professional Land Surveyor.

Volunteer Experience: Roxboro Area Chamber Of Commerce- Industrial Relations Committee Member. (2007-present)

Board Of Trustee, Vice-president, Palmers Grove Community Building Assoc. (2001-present)

Neuse River Golden Retriever Rescue- Volunteer

Education: UNC-Chapel Hill (1987-1992)- Chapel Hill, NC

New Hanover High School (1985-1987)- Wilmington, NC

Other Comments:

STAFF COMMENTS: Originally applied for Eno EDD Small Area Taskforce, Orange County Planning Board, Orange Unified Transportation Board on 3/24/2008. ADDRESS

VERIFICATION: 745 Mary E. Cook Rd is Eno Township, OCPL jurisdiction. UPDATED APPLICATION 11/03/2010 FOR ORANGE COUNTY PLANNING BOARD AND ORANGE UNIFIED TRANSPORTATION BOARD. UPDATED APPLICATION 02/13/2012 FOR OC PLANNING BOARD.

This application was current on: 8/29/2012

Date Printed: 9/6/2013

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: September 17, 2013

**Action Agenda
Item No.** 11-g

SUBJECT: Orange Unified Transportation Board – Appointment

DEPARTMENT: Board of Commissioners

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S): Under Separate Cover
Membership Roster
Letter of Recommendation
Application of Person Recommended
Applicant Interest List
Applications of Persons on Interest List

INFORMATION CONTACT:
Clerk's Office, 245-2130

PURPOSE: To consider making an appointment to the Orange Unified Transportation Board.

BACKGROUND: The following appointment is for Board consideration:

- Appointment to a second full term for Ms. Amy Cole. If appointed Ms. Cole will be serving a second full term expiring 09/30/2016

Position Number	Representation	Expiration Date
13 Ms. Amy Cole	Public Transit Advocate	09/30/2016

FINANCIAL IMPACT: None

RECOMMENDATION(S): The Board will consider making an appointment to Orange Unified Transportation Board.

Board and Commission Members

And Vacant Positions

Orange Unified Transportation Board

Meeting Times: 7 PM third Wednesday each month

Terms: 2

Contact Person: Abigaile Pittman

Meeting Place: West Campus Office Bldg.

Positions: 13

Length: three years

Contact Phone: 919-245-2567

Description: Orange Unified Transportation Board (OUTBoard). OUTBoard will advise the Board and provide information and comments on major transportation issues; and provide to the Board recommendations regarding the overall planning and programming of transportation improvements in the County, including:

- Identify and prioritize the County's roadway and transit needs along with associated costs and specific sources of funding;
- Assist in development and review of the transportation component of the Comprehensive Plan;

1	CDR Alexander Castro Jr 5915 Morrow Mill Road Chapel Hill NC 27516	Day Phone: 919-619-1510 Evening Phone: 919-929-6368 FAX: E-mail: alexcastrojr@hotmail.com	Sex: Male Race: Caucasian Township: Bingham Resid/Spec Req: Bingham Twmsp Special Repr: Bingham Twnshp.	First Appointed: 11/08/2012 Current Appointment: 11/08/2012 Expiration: 09/30/2015 Number of Terms: 1
2	Rev. Susie Enoch 4002 McGowan Creek Road Efland NC 27243	Day Phone: 336-260-7694 Evening Phone: 336-260-7694 FAX: E-mail: enochts@aol.com	Sex: Female Race: African American Township: Cheeks Resid/Spec Req: Cheeks Twnshp Special Repr: Cheeks Township	First Appointed: 11/08/2012 Current Appointment: 11/08/2012 Expiration: 09/30/2013 Number of Terms:
3	Dr. Sam Lasris 7020 Caviness Jordan Rd. Cedar Grove NC 27231	Day Phone: 919-732-7362 Evening Phone: 919-732-7362 FAX: E-mail: samlasris@hotmail.com	Sex: Male Race: Caucasian Township: Cedar Grove Resid/Spec Req: Cedar Grove Twmsp Special Repr: Cedar Grove Township	First Appointed: 11/08/2012 Current Appointment: 11/08/2012 Expiration: 09/30/2014 Number of Terms:
4	Mr Paul Guthrie Chair 113 RHODODENDRON DRIVE CHAPEL HILL NC 27517	Day Phone: 919-933-2931 Evening Phone: same FAX: same E-mail: guthriep@bellsouth.net	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: Chapel Hill Twmsp Special Repr: Chapel Hill Township	First Appointed: 11/05/2007 Current Appointment: 11/08/2012 Expiration: 09/30/2015 Number of Terms: 2
5	Ms. Annette Jurgelski 3211 Oak Knob Court Hillsborough NC 27278	Day Phone: 919-644-0280 Evening Phone: 919-644-0280 FAX: E-mail: jurge00111@gmail.com	Sex: Female Race: Caucasian Township: Eno Resid/Spec Req: Eno Twmsp Special Repr: Eno Township	First Appointed: 11/04/2010 Current Appointment: 11/04/2010 Expiration: 09/30/2013 Number of Terms: 1

Board and Commission Members

And Vacant Positions

Orange Unified Transportation Board

Meeting Times: 7 PM third Wednesday each month

Terms: 2

Contact Person: Abigaile Pittman

Meeting Place: West Campus Office Bldg.

Positions: 13

Length: three years

Contact Phone: 919-245-2567

Description: Orange Unified Transportation Board (OUTBoard). OUTBoard will advise the Board and provide information and comments on major transportation issues; and provide to the Board recommendations regarding the overall planning and programming of transportation improvements in the County, including:

- Identify and prioritize the County's roadway and transit needs along with associated costs and specific sources of funding;
- Assist in development and review of the transportation component of the Comprehensive Plan;

6	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: Hillsborough Twmsp Special Repr: Hillsborough Township	First Appointed: Current Appointment: Expiration: 09/30/2014 Number of Terms:
7	Mr. Theodore W. Triebel 6601 Sirladdinn Ln Rougemont NC 27572	Day Phone: 919-732-6691 Evening Phone: 919-732-6691 FAX: 919-681-8288 E-mail: triebel@mindspring.com	Sex: Male Race: Caucasian Township: Little River Resid/Spec Req: Little River Twmsp Special Repr: Little River Township	First Appointed: 11/08/2012 Current Appointment: 11/08/2012 Expiration: 09/30/2015 Number of Terms: 1
8	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: Special Repr: O.C. Economic Dev. Commission	First Appointed: Current Appointment: Expiration: 09/30/2008 Number of Terms:
9	Ms. Andrea Rohrbacher 100 Turnberry Lane Chapel Hill NC 27517	Day Phone: 919-668-1863 Evening Phone: 919-967-4213 FAX: E-mail: andrea.rohrbacher@duke.edu	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: Special Repr: O.C. Planning Board	First Appointed: 03/19/2013 Current Appointment: 03/19/2013 Expiration: 09/30/2014 Number of Terms: 0
10	Mr. Gary Saunders 103 Woodshire Lane Chapel Hill NC 27514	Day Phone: 919-733-1497 Evening Phone: 919-942-0045 FAX: 919-733-1812 E-mail: gary.saunders@ncdenr.gov	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: Special Repr: O.C. Commission for the Environment	First Appointed: 06/18/2013 Current Appointment: 06/18/2013 Expiration: 09/30/2015 Number of Terms: 1

Board and Commission Members

And Vacant Positions

Orange Unified Transportation Board

Meeting Times: 7 PM third Wednesday each month

Terms: 2

Contact Person: Abigaile Pittman

Meeting Place: West Campus Office Bldg.

Positions: 13

Length: three years

Contact Phone: 919-245-2567

Description: Orange Unified Transportation Board (OUTBoard). OUTBoard will advise the Board and provide information and comments on major transportation issues; and provide to the Board recommendations regarding the overall planning and programming of transportation improvements in the County, including:

- Identify and prioritize the County's roadway and transit needs along with associated costs and specific sources of funding;
- Assist in development and review of the transportation component of the Comprehensive Plan;

11	Dr. Jeff Charles Vice-Chair 5904 Treetop Ridge Durham NC 27705	Day Phone: 919-489-7753 Evening Phone: 919-489-7753 FAX: E-mail: jmc51@ix.netcom.com	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: Special Repr: Bicycle Transportation Advocate	First Appointed: 05/19/2009 Current Appointment: 10/18/2011 Expiration: 09/30/2014 Number of Terms: 2
12	Mr. Jeff Miles 1000 Smith Level Road Apartment D-20 Carrboro NC 27510	Day Phone: 919-623-6134 Evening Phone: FAX: E-mail: jdmiles312@gmail.com	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: Special Repr: Pedestrian Access Advocate	First Appointed: 11/08/2012 Current Appointment: 11/08/2012 Expiration: 09/30/2015 Number of Terms: 1
13	Ms. Amy Cole 101 Old Heritage Ct. Hillsborough NC 27278	Day Phone: 919-643-0507 Evening Phone: FAX: E-mail: acconsulting_us@yahoo.com	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: Special Repr: Public Transit Advocate	First Appointed: 05/19/2009 Current Appointment: 11/04/2010 Expiration: 09/30/2013 Number of Terms: 1

Jeanette Jones

From: Tina Love
Sent: Monday, August 26, 2013 9:04 AM
To: Jeanette Jones
Cc: Tom Altieri; Abigaile Pittman
Subject: OUTBoard-Amy Cole 2nd Term
Attachments: image001.jpg

Amy Cole, whose OUTBoard term is up on 9/30/13, has indicated that she would like to serve a second term on the OUTBoard.

FYI-We have also send emails to Annette Jurgelski and Susie Enoch for the same reason and I'll let you know their response as soon as I have it.

Thank Jeanette,

Tina D. Love

Administrative Assistant
Planning and Inspections Department
131 West Margaret Lane
PO Box 8181
Hillsborough, NC 27278
Office: (919) 245-2575
Fax: (919) 644-3002
tlove@co.orange.nc.us

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Amy Cole
Name Called:
Home Address: 101 Old Heritage Ct.
 Hillsborough NC 27278
Phone (Day): 919-643-0507
Phone (Evening):
Phone (Cell):
Email: acconsulting_us@yahoo.com
Place of Employment: EQC Inc.
Job Title: HVAC Designer
Year of OC Residence: 1997
Township of Residence: Chapel Hill
Zone of Residence: -
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: I work in the building science field and design HVAC systems for residential homes. I also have a consulting business that specializes in working with and training companies how to use AutoCAD software.

Volunteer Experience: I currently work with the Walkable Hillsborough Coalition and I am heading up this years Walkable Hillsborough Day.

I am on the School Improvement Team for New Hope Elementary.

Education: A.S. - Schoolcraft College, 1996

I attended UNC-Chapel Hill, NC State and DTCC from 1997 - 2002.

Since I did not complete my degree during that time, I decided to return to school this past fall. I am working part-time to complete my degree at UNC.

Other Comments:

I am an advocate of public transportation. I think it is vital to a community to have a transit system in place that works well for the intended users. I have been encouraging my children to appreciate riding the bus rather than always relying on our car to get us around town. When I take my children into Chapel Hill, we park the car at the Eubanks park and ride and take the bus into town. STAFF COMMENTS: Originally applied for Orange Unified Transportation Board 4/27/2009. ADDRESS VERIFICATION: 101 Old Heritage Ct, Hillsborough is Chapel Hill township, OCL jurisdiction.

This application was current on: 4/26/2009 9:01:48 PM

Date Printed: 9/6/2013

Applicant Interest Listing

by Board Name and by Applicant Name

Orange Unified Transportation Board

Contact Person: Abigaile Pittman

Contact Phone: 919-245-2567

Mr. James Ellis	Day Phone: 919-962-2131	Sex: Male
510 Davie Rd	Evening Phone: 407-579-8990	Race: Caucasian
Carrboro NC 27510	Cell Phone:	Township: Chapel Hill
	E-mail: JPEllis86@gmail.com	Date Applied: 01/17/2013
Skills: Engineer	Also Serves On:	
Skills: Rescue Squad Experience	Also Serves On:	

Dr. Sam Lasris	Day Phone: 919 732-7362	Sex: Male
7020 Caviness Jordan Rd	Evening Phone: 919 732-7362	Race: Caucasian
Cedar Grove NC 27231	Cell Phone:	Township: Cedar Grove
	E-mail: samlasris@hotmail.com	Date Applied: 10/25/2012
Skills: Dentist	Also Serves On:	

Mr. David I. Laudicina	Day Phone: 919-942-4444	Sex: Male
3239 Wood Duck Lane	Evening Phone: 919-942-4444	Race: Caucasian
Hillsborough NC 27278	Cell Phone: 919-428-1009	Township: Bingham
	E-mail: laud9876@bellsouth.net	Date Applied: 09/20/2012
Skills: Computer Science	Also Serves On:	
Skills: Management	Also Serves On:	

Ms Heidi Perry	Day Phone: 919-929-8671	Sex: Female
407 Robert Hunt Drive	Evening Phone: 919-929-8671	Race: Caucasian
Carrboro NC 27510	Cell Phone:	Township: Chapel Hill
	E-mail: heidi@unc.edu	Date Applied: 08/29/2012
Skills: Advisory Board Experience	Also Serves On:	
Skills: Bicycle Coalition	Also Serves On:	
Skills: Big Brother/Sister Volunteer	Also Serves On:	
Skills: Carrboro City Limits	Also Serves On:	

Ms. Lydia Wegman	Day Phone: 919-541-5505	Sex: Female
5704 Cascade Drive	Evening Phone: 919-382-1904	Race: Caucasian
Chapel Hill NC 27514	Cell Phone:	Township: Chapel Hill
	E-mail: wegman.lydia@epa.gov	Date Applied: 06/10/2013
Skills: Environmental/Natural Resources	Also Serves On:	

Applicant Interest Listing

by Board Name and by Applicant Name

Orange Unified Transportation Board

Contact Person: Abigaile Pittman

Contact Phone: 919-245-2567

Mr. Brantley Wells	Day Phone: 336-599-3900	Sex: Male
745 Mary E. Cook Rd	Evening Phone: 919-643-4010	Race: Caucasian
Hillsborough NC 27278	Cell Phone:	Township: Eno
	E-mail: brantley.wells@summit-engineer.com	Date Applied: 08/29/2012
Skills: Chamber of Commerce	Also Serves On:	
Skills: Land Surveyor	Also Serves On:	

Mr. Donald Wollum	Day Phone: 919 451 6812	Sex: Male
2210 Country Air Lane	Evening Phone: 919 644 2149	Race: Caucasian
Hillsborough NC 27278	Cell Phone:	Township: Eno
	E-mail: donwollum@nc.rr.com	Date Applied: 08/29/2012
Skills: Business Management	Also Serves On:	

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. James Ellis
Name Called:
Home Address: 510 Davie Rd
 Carrboro NC 27510
Phone (Day): 919-962-2131
Phone (Evening): 407-579-8990
Phone (Cell):
Email: JPEllis86@gmail.com
Place of Employment: University of North Carolina at Chapel Hill - Ener
Job Title: Water Resources Engineer
Year of OC Residence: 2010
Township of Residence: Chapel Hill
Zone of Residence: Carrboro City Limits
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Board of Adjustment (REQUIRES DISCLOSURE STATE

I graduated from the University of Central Florida with a degree in Civil Engineering. During my career as a civil engineer, I ve worked with zoning issues from both the government and development aspects. I ve also worked for the US Department of Agriculture, in addition to several municipalities and the university, so I m familiar with the interplay between urban and agricultural land uses.

Orange Unified Transportation Board

I graduated from the University of Central Florida with a degree in Civil Engineering. I have previously worked for municipalities in positions that involved planning for both physical transportation infrastructure, road placement and design, and public transportation system operations.

Community Activities/Organizational Memberships:

Member of the South Orange Rescue Squad Technical Rescue Team, member of the American Society of Civil Engineers and Engineers Without Borders.

Past Service on Orange County Advisory Boards:

N/A

Other Comments:

STAFF COMMENTS: Originally applied (01/17/2013) for Orange County Board of Adjustment and Orange Unified Transportation Board. ADDRESS VERIFICATION: 510 Davie Road, Carrboro, NC is Carrboro Jurisdiction, Carrboro City Limits, and Chapel Hill

Township.

This application was current on: 1/17/2013 9:18:28 AM

Date Printed: 9/6/2013

**Volunteer Application
Orange County Advisory Boards and Commissions**

Name: Dr. Sam Lasris
Name Called:
Home Address: 7020 Caviness Jordan Rd.
Cedar Grove NC 27231
Phone (Day): 919-732-7362
Phone (Evening): 919-732-7362
Phone (Cell):
Email: samlasris@hotmail.com
Place of Employment: Self Employed
Job Title: Dentist
Year of OC Residence: 1977
Township of Residence: Cedar Grove
Zone of Residence: Cedar Grove Twmsp
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

OUTBoard and Planning Board, past member

Other Comments:

STAFF COMMENTS: Applicant since 2000. Renewed application 10/02/01 for Recreation Parks, Economic Development, and Arts Commission. Renewed application for Planning Board on 03/08/02. Reapplied 10/19/2005 for OUT Board. Renewed application 10/26/2012 for OUT Board. ADDRESS VERIFICATION: 7020 Caviness Jordan Rd., Cedar Grove, NC is Cedar Grove Township, Orange County Jurisdiction, and Agricultural Residence Zoning.

This application was current on: 10/26/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. David I. Laudicina
Name Called:
Home Address: 3239 Wood Duck Lane
 Hillsborough NC 27278
Phone (Day): 919-942-4444
Phone (Evening): 919-942-4444
Phone (Cell): 919-428-1009
Email: laud9876@bellsouth.net
Place of Employment: UNC Retiree
Job Title: Retired
Year of OC Residence: 1991
Township of Residence: Bingham
Zone of Residence: Rural Area Resident
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange Unified Transportation Board

Have BS in Management, MS in Management Science, MA Computer Science, 13 years experience working for Conrail, Rail Transportation Experience 1978-1998, former NE Freight Railroad Carrier. While living in Philadelphia, I commuted daily to job at Conrail via rail; also rode various public transportation modes in Philadelphia for 13 years.

Community Activities/Organizational Memberships:

In past have served on Solid Waste committees and volunteer work at Grady Brown Elementary. In past have served on various search committees for Hillsborough Elementary's first principal; School network technology director

Past Service on Orange County Advisory Boards:

Other Comments:

STAFF COMMENTS: Originally applied for OUT Board 09/20/2012. ADDRESS VERIFICATION: 3239 Wood Duck Lane is Bingham Township, Orange County Jurisdiction, Rural Buffer.

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms Heidi Perry
Name Called:
Home Address: 407 Robert Hunt Drive
 Carrboro NC 27510
Phone (Day): 919-929-8671
Phone (Evening): 919-929-8671
Phone (Cell):
Email: heidi@unc.edu
Place of Employment: UNC Press
Job Title: Design and Production Manager
Year of OC Residence: 1984
Township of Residence: Chapel Hill
Zone of Residence: Carrboro City Limits
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:
 Orange Unified Transportation Board

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Design and publication of books/technical drawing of charts and maps has been my profession for the last 20+ years. I am the head of the design and production department at UNC Press, a nationally known and respected book publisher.

Volunteer Experience: I have served on the Carrboro Transportation Advisory Board for a total of 20 years since 1985. I have also served on the Chapel Hill Bike Pedestrian Board, and the Carrboro Bicycle Coalition. I have served on the Library Services Taskforce and 2 of the previous Horace Williams Tract task forces (now called Chapel Hill North). Last year I received an award from the NC Planners Assoc. (the Marvin Collins award) for my volunteer work in this area. I have attended most of the Transit Partners meetings over the last two years. I have also served on the Smith Level Road Task Force, and have assisted with several bus, bike, and pedestrian activities. I think all of this would be an asset on this board.

Education: BFA 77 UNC with a concentration in Set Design and technical Theatre, Architural Drafting degree from Durham Tech, several classes taken over the ears in subjects rening from sign language to Portugese to computer software (Photoshop, Illustrator, Acrobat, InDesign, and Dreamweaver)

Other Comments:

I served on this board and also on the Carrboro Library Task Force in their previous gatherings. I have been interested in transportation and how people move themselves around since I read Ivan Illich's Energy and Equity in the '70's. STAFF COMMENTS: Originally (01/24/2007) applied for Library Services Taskforce and the Orange Unified Transportation Commission. 02/23/2012 APPLIED FOR OUT BOARD. ADDRESS VERIFICATION: 407 Robert Hunt Drive is in Carrboro City Limits in the Chapel Hill Township.

This application was current on: 8/29/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Lydia Wegman
Name Called:
Home Address: 5704 Cascade Drive
 Chapel Hill NC 27514
Phone (Day): 919-541-5505
Phone (Evening): 919-382-1904
Phone (Cell):
Email: wegman.lydia@epa.gov
Place of Employment: US EPA
Job Title: Division Director
Year of OC Residence: 1990
Township of Residence: Chapel Hill
Zone of Residence: Orange County
Sex: Female
Ethnic Background: Caucasian

Boards/Commissions applied for:

Commission for the Environment

I am a lawyer by training and have worked for the US Environmental Protection Agency for over 30 years addressing both legal and policy issues concerning air quality. I believe my work experience and my deep interest in environmental protection would enable me to contribute significantly to the work of this commission.

Historic Preservation Commission (APPLICANTS SHALL RESIDE WITH

I have worked for the US Environmental Protection Agency for over 30 years and am a lawyer by training, both of which equip me well to understand complex legal and environmental issues. I believe this experience, plus my strong interest in preserving the historic character of Orange County and helping to preserve the quality of life that brought my husband and me here over 20 years ago, would enable me to contribute well to the work of this commission.

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Orange County Board of Adjustment (REQUIRES DISCLOSURE STATE

Orange Unified Transportation Board

Orange Water & Sewer Authority Board of Directors

Community Activities/Organizational Memberships:

As I have worked full-time for many years, I have not had time to participate in community activities in the way in which I would like to do. I am now ready to devote time to my community and would very much like to volunteer for work on a county advisory board. I want to contribute my time to help the county address the multitude of issues it is facing, including how to address the desire and need for economic development and growth while protecting the environment and preserving the historic and agricultural character of this beautiful county.

Past Service on Orange County Advisory Boards:

None.

Other Comments:

STAFF COMMENTS: Originally (06/10/2013) applied for Chapel Hill Board of Adjustment (not located in ETJ or JPA area), Commission for the Environment, and Historic Preservation Commission. ADDRESS VERIFICATION: 5704 Cascade Drive is located in Chapel Hill Township, Orange County Jurisdiction, and Rural Buffer.

This application was current on: 6/10/2013 12:21:39 PM

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Brantley Wells
Name Called:
Home Address: 745 Mary E. Cook Rd
 Hillsborough NC 27278
Phone (Day): 336-599-3900
Phone (Evening): 919-643-4010
Phone (Cell):
Email: brantley.wells@summit-engineer.com
Place of Employment: Summit Consulting - Roxboro, NC
Job Title: Professional Land Surveyor
Year of OC Residence: 1998
Township of Residence: Eno
Zone of Residence: -
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Orange County Planning Board (REQUIRES DISCLOSURE STATEMEN

Orange Unified Transportation Board

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Summit Consulting- Roxboro, NC - Professional Land Surveyor.

Volunteer Experience: Roxboro Area Chamber Of Commerce- Industrial Relations Committee Member. (2007-present)

Board Of Trustee, Vice-president, Palmers Grove Community Building Assoc. (2001-present)

Neuse River Golden Retriever Rescue- Volunteer

Education: UNC-Chapel Hill (1987-1992)- Chapel Hill, NC

New Hanover High School (1985-1987)- Wilmington, NC

Other Comments:

STAFF COMMENTS: Originally applied for Eno EDD Small Area Taskforce, Orange County Planning Board, Orange Unified Transportation Board on 3/24/2008. ADDRESS

VERIFICATION: 745 Mary E. Cook Rd is Eno Township, OCPL jurisdiction. UPDATED APPLICATION 11/03/2010 FOR ORANGE COUNTY PLANNING BOARD AND ORANGE UNIFIED TRANSPORTATION BOARD. UPDATED APPLICATION 02/13/2012 FOR OC PLANNING BOARD.

This application was current on: 8/29/2012

Date Printed: 9/6/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Donald Wollum
Name Called:
Home Address: 2210 Country Air Lane
 Hillsborough NC 27278
Phone (Day): 919 451 6812
Phone (Evening): 919 644 2149
Phone (Cell):
Email: donwollum@nc.rr.com
Place of Employment: Self
Job Title: Busniess manager, Automotive purchase consulta
Year of OC Residence: 2003
Township of Residence: Eno
Zone of Residence: Orange County
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:
 Orange Unified Transportation Board

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: Auto Technician, Auto Parts manager, auto service consultant, Medical writing business manager.

Volunteer Experience: Parks and recreation and streets member and Chairman 1997-2003, Solid Waste citizens advisory Committee member and chairman 1998 to 2003

Education: H/S
 Vocational teachers certificate
 Technical writing
 Customer service

Other Comments:

Interested in recycling and solid waste stream management. STAFF COMMENTS:
 3/11/2011 originally applied for Solid Waste Advisory Board, Sportsplex Community
 Advisory Committee (no longer applicable), Orange Unified Transportation Board.
 ADDRESS VERIFICATION: 2210 Country Air Lane is Orange County Jurisdiction, Eno
 Township.

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
9/5/13	Review and consider request from Relay for Life representatives for the County to provide assistance in supporting the event/organization	10/1/13	Chair/Vice Chair/Manager	DONE Referred to Public Affairs for assistance
9/5/13	Review and consider request by Commissioner Pelissier to ask staff to review the types of vehicles authorized to use the convenience centers based on size, weight, etc.	10/1/2013	Chair/Vice Chair/Manager	DONE To be included as part of report from Solid Waste staff on facility improvements at Walnut Grove Convenience Center and small haulers meetings
9/5/13	Review and consider request by Commissioner Jacobs that staff be asked to provide an update to the Board on the schedule for downtown Efland Overlay Zoning Districts to come back to the Board for further discussion	10/1/2013	Chair/Vice Chair/Manager	DONE Information provided to BOCC via September 9, 2013 email
9/5/13	Conform ETJ consent letter from Manager to Chapel Hill based on Board revisions	9/12/2013	Frank Clifton	DONE Letter conformed and sent to Chapel Hill
9/5/13	Bring employee benefits decision item to the September 17, 2013 regular Board meeting for action on health insurance	9/17/2013	Frank Clifton Nicole Clark	DONE
9/5/13	Assist DCHC MPO with incorporating Board comments into proposed revised MOU	10/15/2013	Craig Benedict Tom Altieri	County staff to provide assistance
9/5/13	Conform the composition and charge and move forward with next steps relative to the Board making appointments for the Jail Alternatives Workgroup	10/15/2013	Donna Baker Cheryl Young	Composition and charge to be conformed and staff to move forward with next steps

INFORMATION ITEM

Tax Collector's Report - Numerical Analysis

Effective Date of Report: Aug 29, 2013						
Tax Year 2013	Amount Charged in FY 13-14	Amount Collected	Accounts Receivable*	Amount Budgeted in FY 13-14	Remaining Budget	% of Budget Collected
Current Year Taxes	\$ 137,868,792.00	8,387,159.21	\$ 122,124,454.70	\$ 137,868,792.00	\$ 129,481,632.79	6.09%
*Current Year VTS Taxes		8,232.74				
Prior Year Taxes	\$ 4,163,721.00	524,653.39	\$ 3,628,333.36	\$ 994,130.00	\$ 469,476.61	52.78%
Total	\$ 142,032,513.00	8,920,045.34	\$ 125,752,788.06	\$ 138,862,922.00	\$ 129,951,109.40	6.42%
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	3,575,423.70	\$ 126,244,753.45	\$ 135,068,463.00	\$ 131,493,039.30	2.65%
Prior Year Taxes	\$ 4,026,736.27	576,310.28	\$ 3,203,977.98	\$ 994,130.00	\$ 417,819.72	57.97%
Total	\$ 139,095,199.27	4,151,733.98	\$ 129,448,731.43	\$ 136,062,593.00	\$ 131,910,859.02	3.05%
Current Year Overall Collection Percentage Tax Year 2013			6.66%			
Current Year Overall Collection Percentage Tax Year 2012			3.04%			

**Effective with September, 2013 vehicle registration renewals, the Orange County Tax Office will generally no longer bill and collect for registered motor vehicles. This is in accordance with new State law, House Bill 1779. In an effort of full transparency, the tax office has modified its Collector's Report format to include taxes billed and collected through the new Vehicle Tax System (VTS). Including this figure will show the Collector's progress toward meeting the overall tax revenue budget. Note that reconciliation for these taxes is monthly, so this figure will not change with each report.*

INFORMATION ITEM

Tax Collector's Report - Measures of Enforced Collections

Fiscal Year 2013-2014

Effective Date of Report: August 31, 2013													
	July	August	September	October	November	December	January	February	March	April	May	June	YTD
Wage garnishments	75	19											94
Bank attachments	17	1											18
Certifications	1	2											3
Rent attachments	1	-											1
Housing/Monies	-	1											1
DMV blocks	1,030	*											1,030
Levies	-	-											-
Foreclosures initiated	6	-											6
NC Debt Setoff collections	\$ 547.20	\$ 705.25											1,252

This report shows the Tax Collector's efforts to encourage and enforce payment of taxes for the fiscal year 2013-2014. It gives a breakdown of enforced collection actions by category, and it provides a year-to-date total.

The Tax Collector will update these figures once each month, after each month's reconciliation process.

* No blocks were issued during August due to a system error. The Tax Office is working with its vendor to remedy the situation as quickly as possible, and the number of August blocks will be included in a future month's tally. As a further note, this enforcement method will soon be obsolete. Beginning with September 2013 license plate renewals, vehicle taxes will be paid to the NCDMV license plate agency along with the license renewal fee. After blocking delinquent vehicle tax bills created for August 2013 renewals, blocks will no longer be used as an enforcement method.

INFORMATION ITEM

BARRY JACOBS, CHAIR
EARL MCKEE, VICE CHAIR
MARK DOROSIN
ALICE M. GORDON
BERNADETTE PELISSIER
RENEE PRICE
PENNY RICH

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



September 11, 2013

Dear Commissioners,

At the Board's September 5, 2013 regular meeting, three petitions were brought forth which were reviewed by the Chair/Vice Chair/Manager Agenda team. The petitions and responses are listed below:

- 1) Review and consider request from Relay for Life representatives for the County to provide assistance in supporting the event/organization.

Response: This has been referred to the Public Affairs Office for assistance.

- 2) Review and consider request by Commissioner Pelissier to ask staff to review the types of vehicles authorized to use the convenience centers based on size, weight, etc.

Response: This item is to be included as part of report from Solid Waste staff on facility improvements at Walnut Grove Convenience Center and small haulers' meetings.

- 3) Review and consider a request by Commissioner Jacobs that staff be asked to provide an update to the Board on the schedule for downtown Efland Overlay Zoning Districts to come back to the Board for further discussion.

Response: Information provided to BOCC via September 9, 2013 email.

This letter will be provided as an Information Item on the September 17, 2013 agenda for public information.

Best,

Barry Jacobs, Chair
Board of County Commissioners

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Protecting and preserving – People, Resources, Quality of Life
Orange County, North Carolina – You Count!
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