



**Orange County
Board of Commissioners**

Agenda

Regular Meeting

April 19, 2016

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

4. Proclamations/ Resolutions/ Special Presentations

- a. Resolution Honoring Norman Francis Gustaveson
- b. Resolution Regarding House Bill 2
- c. National Small Business Week Proclamation



5. Public Hearings

- a. Public Hearing on General Obligation Bond Orders and Other Appropriate Action

6. 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. Fiscal Year 2015-16 Budget Amendment #8
 - c. Renewal of Food and Organic Waste Collection and Composting Contract
 - d. Authorization to Declare Solid Waste Management Items Surplus
 - e. BOCC Rules of Procedure Revision
 - f. Application for North Carolina Education Lottery Proceeds for Chapel Hill – Carrboro City Schools (CHCCS) and Contingent Approval of Budget Amendment #8-A Related to CHCCS Capital Project Ordinances
 - g. Amendment Outline Forms and Schedules – Hillsborough Area Economic Development District

7. Regular Agenda

- a. Adoption of the FY 2015-16 Final Financing Resolution Authorizing the Issuance of \$8,150,000 in Installment Purchase Financing for Various Capital Investment Plan Projects
- b. Establishment of a Policy to Provide the Board of Equalization and Review Guidance on the Imposition of Penalties
- c. Recommended Uses of General Fund Unassigned Fund Balance as of June 30, 2015

8. Reports

9. County Manager's Report

10. County Attorney's Report

11. Appointments

- a. Animal Services Hearing Panel Pool – Appointments
- b. Economic Development Advisory Board – Appointment
- c. Historic Preservation Commission – Appointments
- d. Nursing Home Community Advisory Committee – Appointments
- e. Orange County Parks and Recreation Commission – Appointments

12. Board Comments (Three Minute Limit Per Commissioner)

13. Information Items

- April 5, 2016 BOCC Meeting Follow-up Actions List
- Memorandum - Solid Waste Department Awarded Year-long Interns from UNC's Department of Health Behavior for 2016-17



- BOCC Chair Letter Regarding Petitions from April 5, 2016 Regular Meeting

14. Closed Session

15. Adjournment

Note: Access the agenda through the County's web site, www.orangecountync.gov

Orange County Board of Commissioners' regular meetings and work sessions are available via live streaming video at orangecountync.gov/occlerks/granicus.asp and Orange County Gov-TV on channels 1301 or 97.6 (Time Warner Cable).

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

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

SUBJECT: Resolution Honoring Norman Francis Gustaveson

DEPARTMENT: BOCC

ATTACHMENT(S):

- Resolution

INFORMATION CONTACT:

Donna Baker, Clerk to the Orange
County Board of Commissioners, 919-
245-2130

PURPOSE: To consider approval of a resolution honoring and recognizing Norman Francis Gustaveson for his devotion and service to the people of Orange County.

BACKGROUND: Norman Francis Gustaveson was elected to the Board of County Commissioners in 1974 and re-elected in 1978, serving for eight years. During his tenure as an Orange County Commissioner, Norman Gustaveson shared his talent for leadership and public service through his work on numerous committees, boards, and task forces focusing on social justice, land conservation, the environment, and energy conservation.

Mr. Gustaveson continually demonstrated himself to be a dedicated and effective public servant, and a man of empathy and insight, who gained the respect of all who knew him in both the public and private sectors.

Mr. Gustaveson recently passed away, and members of his family will be present at the meeting.

FINANCIAL IMPACT: There is no financial impact associated with consideration of the resolution.

SOCIAL JUSTICE IMPACT: There are no Social Justice Goal impacts associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board approve, and authorize the Chair to sign, the attached resolution honoring Norman Francis Gustaveson and recognizing his service to the people of Orange County.

ORANGE COUNTY BOARD OF COMMISSIONERS**RESOLUTION HONORING
NORMAN FRANCIS GUSTAVESON**

WHEREAS, the residents of Orange County elected Norman Francis Gustaveson to the Board of County Commissioners in 1974 and re-elected him in 1978; and

WHEREAS, Mr. Gustaveson continually demonstrated himself to be a dedicated and effective public servant, and a man of empathy and insight, who gained the respect of all who knew him in both the public and private sectors; and

WHEREAS, during his tenure as an Orange County Commissioner, Norman Gustaveson shared his talent for leadership and public service through his work on numerous committees, boards, and task forces focusing on social justice, land conservation, the environment, and energy conservation; and

WHEREAS, Mr. Gustaveson played a key role as a member of the “Shaping Orange County’s Future” task force; and

WHEREAS, he was a willing volunteer on County committees subsequent to his terms in elected office, notably the Innovation and Efficiency Committee; and

WHEREAS, he was a lifelong scholar and social advocate leaving significant contributions across the University of North Carolina campus; and

WHEREAS, he was a charter member of the Triangle Land Conservancy Board and was also an Emeritus member of the Eno River Association;

NOW THEREFORE, BE IT RESOLVED that the Orange County Board of Commissioners, on behalf of County officials and employees and the residents of Orange County, honors Norman Francis Gustaveson and expresses deep appreciation, gratitude and respect for his service to the County over the course of his life.

This the 19th day of April 2016.

Earl McKee, Chair
Orange County Board of Commissioners

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

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

SUBJECT: Resolution Regarding House Bill 2

DEPARTMENT: BOCC

ATTACHMENT(S):

- Draft Resolution

INFORMATION CONTACT:

Donna Baker, Clerk to the Orange
County Board of Commissioners, 919-
245-2130

PURPOSE: To consider approval of a resolution regarding House Bill 2.

BACKGROUND: On March 23, 2016 the North Carolina General Assembly in special session ratified and Governor Pat McCrory signed House Bill 2 (Session Law 2016-3), the Public Facilities Privacy & Security Act which limits the ability of local governments to address issues on a local basis.

House Bill 2 establishes new statewide standards for what constitutes discriminatory practice in employment and public accommodations. It also omits sexual orientation, gender identity, gender expression, and other categories from the statewide list of categories protected from discrimination, meaning that protections on these bases appear to be unavailable through state law, and that local governments appear to be preempted from offering these protections to their residents.

Orange County is dedicated to assuring that the principles of equality, nondiscrimination and full inclusion and engagement extend to all residents, and that no persons are denied their civil or human rights.

The attached draft resolution principally urges the North Carolina General Assembly to repeal Session Law 2016-3/House Bill 2 at the earliest opportunity.

FINANCIAL IMPACT: There is no financial impact associated with consideration of the resolution.

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

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**

The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or

ethnic background; age; military service; disability; and familial, residential or economic status.

- **GOAL: CREATE A SAFE COMMUNITY**

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

- **GOAL: ENABLE FULL CIVIC PARTICIPATION**

Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

RECOMMENDATION(S): The Manager recommends that the Board consider approving and authorizing the Chair to sign the attached resolution.

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION CALLING FOR THE REPEAL OF
SESSION LAW 2016-3/HOUSE BILL 2

WHEREAS, on February 22, 2016, the Charlotte City Council approved a local ordinance that adds marital status, familial status, sexual orientation, gender identity, and gender expression to its list of categories protected from discrimination in city contracting and public accommodations; and

WHEREAS, on March 22, 2016, the Orange County Board of Commissioners adopted a resolution supporting Charlotte's nondiscrimination policy; and

WHEREAS, on March 23, 2016, the North Carolina General Assembly in special session ratified and Governor Pat McCrory signed House Bill 2 (Session Law 2016-3), the Public Facilities Privacy & Security Act which further limits the ability of local governments to address issues on a local basis; and

WHEREAS, House Bill 2 [HB2] appears to repeal the Charlotte ordinance by establishing new statewide standards for what constitutes discriminatory practice in employment and public accommodations; and

WHEREAS, the omission of sexual orientation, gender identity, gender expression, and other categories from the statewide list of categories protected from discrimination means that protections on these bases appear to be unavailable through state law, and that local governments appear to be preempted from offering these protections to their residents; and

WHEREAS, HB2 appears to eliminate the right of any person to bring a civil action in a North Carolina court for a claim of discrimination in employment or public accommodations on account of race, religion, color, national origin, age and biological sex, as well as handicap for employment only; and

WHEREAS, HB2 is inconsistent with the Equal Protection Clause of the United States Constitution; and

WHEREAS, Orange County is dedicated to assuring that the principles of equality, nondiscrimination and full inclusion and engagement extend to all residents, and that no persons are denied their civil or human rights;

NOW, THEREFORE, BE IT RESOLVED, that the Orange County Board of Commissioners urges the North Carolina General Assembly to repeal House Bill 2 [HB2] at the earliest opportunity; and

BE IT FURTHER RESOLVED, that the Orange County Board of Commissioners reaffirms its duty to protect and advance the constitutional rights and equitable treatment of all residents of Orange County; and

BE IT FURTHER RESOLVED, that the Orange County Board of Commissioners authorizes the County Attorney to support, join and/or initiate litigation seeking to challenge and overturn the provisions of HB2; and

BE IT MOREOVER RESOLVED, that the Orange County Board of Commissioners asks the Orange County Clerk to send copies of this resolution to the members of the Orange County delegation of the General Assembly and to the North Carolina Association of County Commissioners.

This the 19th day of April, 2016.

Earl McKee, Chair
Orange County Board of Commissioners

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

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

SUBJECT: National Small Business Week Proclamation

DEPARTMENT: Economic Development

ATTACHMENT(S):

National Small Business Week
Proclamation

INFORMATION CONTACT:

Steve Brantley, Director of Economic
Development, (919) 245-2326
Yvonne Scarlett, Business Retention
Economic Developer, (919) 245-2327

PURPOSE: To approve a proclamation, joining with the U.S. Small Business Administration, to designate the week of May 1 through May 7, 2016 as National Small Business Week and honor small businesses for their contributions to the economy of the nation, state and county.

BACKGROUND: Every year since 1963, the President of the United States has issued a proclamation announcing National Small Business Week and recognizing the critical contributions of America's entrepreneurs and small business owners. Small businesses create nearly two out of every three new jobs in the U.S. each year, and employ more than half of all working Americans.

As part of National Small Business Week, the U.S. Small Business Administration takes the opportunity to highlight the impact of outstanding entrepreneurs, small business owners, and other small business ventures from all 50 states and U.S. territories. The agency is working every day to grow small businesses, create 21st century jobs, drive innovation, and increase America's global competitiveness.

Orange County Economic Development will be sponsoring events that will celebrate small businesses in Orange County during the first week of May.

Orange County and the Board of County Commissioners offer several initiatives that successfully assist in the retention, growth and recruitment of local businesses in the community. These resources include the small business and agri-business loan grant programs, and the LAUNCH incubator, which are all funded by the ¼ cent sales tax proceeds (Article 46) to support economic development. Orange County small business owners who have received support from the loan and grant programs have been invited to the meeting to observe the reading of the proclamation as part of the audience.

FINANCIAL IMPACT: There is no financial impact associated with approval of the proclamation.

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

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve and authorize the Chair to sign the proclamation on behalf of the Board.

ORANGE COUNTY BOARD OF COMMISSIONERS
NATIONAL SMALL BUSINESS WEEK PROCLAMATION

WHEREAS, America's progress has been driven by pioneers who think big, take risks and work hard; and

WHEREAS, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

WHEREAS, small business owners and Main Street businesses have energy and a passion for what they do; and

WHEREAS, when we support small business, jobs are created and local communities preserve their unique culture; and

WHEREAS, because this country's 28 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America and Orange County without discussing ways to support our entrepreneurs; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

WHEREAS, Orange County supports and joins in this national effort to help America's and Orange County's small businesses do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today;

NOW, THEREFORE, we, the Orange County Board of Commissioners, do hereby proclaim May 1 through May 7, 2016 as "**NATIONAL SMALL BUSINESS WEEK**" in Orange County in celebration of the many Orange County small businesses.

THIS THE 19th DAY OF APRIL, 2016.

Earl McKee, Chair
Orange County Board of Commissioners

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

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

SUBJECT: Public Hearing on General Obligation Bond Orders and Other Appropriate Action

DEPARTMENT: Finance and Administrative Services

ATTACHMENT(S):

- Attachment 1. Bond Order for \$120 Million in General Obligation Bonds for Schools
- Attachment 2. Bond Order for \$5 Million in General Obligation Bonds for Affordable Housing
-

INFORMATION CONTACT:

Gary Donaldson, (919) 245-2453
Paul Laughton, (919) 245-2152
Robert Jessup, (919) 933-9891

PURPOSE: To:

- 1) Conduct a first scheduled public hearing to receive public comment on the questions of the validity of the bond orders and the advisability of issuing the bonds;
- 2) Close the public hearing and decide (a) not to put forward either or both of the proposed orders, or (b) to lower the amount of either or both orders (The Board cannot, however, add a purpose for the proposed bonds or increase either amount of bonds without re-starting the bond authorization process.);
- 3) In preparation for a second public hearing on May 5, 2016, introduce again (per Bond Counsel) the two bond orders which state the Board of County Commissioners' proposal to issue General Obligation Bonds to pay capital costs for providing school facilities and for housing for persons with low and moderate income.
 - The first bond order introduction authorizes the issuance of General Obligation Bonds in an amount not to exceed \$120 million to support school facilities.
 - The second bond order introduction authorizes issuance of General Obligation Bonds in an amount not to exceed \$5 million for housing for persons with low and moderate income.
- 4) Hold open final action on the Bond Orders until after the May 5 public hearing.

BACKGROUND: The Board of County Commissioners adopted a resolution on October 6, 2015 for the County to issue up to \$120 million for Schools and up to \$5 million for Affordable Housing. The Board made a determination to proceed with a referendum on November 8, 2016,

for authorization to issue County General Obligation Bonds in an amount not to exceed \$125 million.

The Board subsequently adopted a resolution at the March 22, 2016 regular meeting to schedule a public hearing on the bond orders at this April 19, 2016 regular meeting. The resolution also included conducting a second public hearing at the Board's May 5, 2016 regular meeting. The bond authorization schedule therefore calls for the first public hearing at tonight's meeting.

In response to public comment, or otherwise, the Board can decide (a) not to put forward either or both of the proposed Orders, or (b) to lower the amount of either or both orders. The Board cannot, however, add a purpose for proposed bonds or increase either amount of bonds without re-starting the bond authorization process.

Because of oddities related to the approval process with the Local Government Commission, bond counsel recommends that, after this first public hearing, the Board repeat a previous step of "introducing" the two Bond Orders. That step is included in the Manager's recommendation.

The second public hearing is scheduled for May 5, 2016 at the County's Whitted Human Services Center, 300 West Tryon Street, Hillsborough, North Carolina, 27278. After that second public hearing, the Board will be asked to approve the Bond Orders, and then consider a resolution to formally call for the November bond referendum and approving the ballot questions. The referendum is scheduled for the regular election date, November 8.

FINANCIAL IMPACT: There is no financial impact related to this action. However, there will be a financial impact if the referendum is approved. The tax rate equivalent for the estimated highest debt service payment is expected to range from 3.70-5.83 cents per \$100 of assessed valuation. The projected debt service conforms to the County's debt policies and debt affordability analysis which was completed by the County's financial advisors.

SOCIAL JUSTICE IMPACT: There are no Social Justice Goal impacts associated with this item.

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

- 1) Conduct a first scheduled public hearing to receive public comment on the questions of the validity of the bond orders and the advisability of issuing the bonds;
- 2) Close the public hearing and decide (a) not to put forward either or both of the proposed Orders, or (b) to lower the amount of either or both orders (The Board cannot, however, add a purpose for the proposed bonds or increase either amount of bonds without re-starting the bond authorization process.);
- 3) In preparation for the second public hearing on May 5, 2016, introduce again (per Bond Counsel) the two bond orders which state the Board of County Commissioners' proposal to issue General Obligation Bonds to pay capital costs for providing school facilities and for housing for persons with low and moderate income.
 - The first bond order introduction authorizes the issuance of General Obligation Bonds in an amount not to exceed \$120 million to support school facilities.

- The second bond order introduction authorizes issuance of General Obligation Bonds in an amount not to exceed \$5 million for housing for persons with low and moderate income.
- 4) Hold open final action on the Bond Orders until after the May 5 public hearing.

Proposed bond orders for introduction**BOND ORDER AUTHORIZING THE ISSUANCE OF ORANGE COUNTY GENERAL OBLIGATION SCHOOL BONDS IN THE MAXIMUM AMOUNT OF \$120,000,000, SUBJECT TO VOTER APPROVAL****WHEREAS --**

The Board of Commissioners of Orange County, North Carolina, has stated its proposal to issue general obligation bonds to pay capital costs of providing school facilities.

The County has applied to the North Carolina Local Government Commission for its approval of such bonds, and the Commission has accepted the County's application.

BE IT ORDERED by the Board of Commissioners of Orange County, North Carolina, as follows:

1. There are hereby ordered to be issued general obligation school bonds of the County to pay capital costs of providing school facilities, together with related financing and other necessary or incidental costs.
2. The maximum aggregate principal amount of the bonds issued for such purpose will be \$120,000,000.
3. Taxes will be levied in an amount sufficient to pay the principal of and interest on the bonds so issued.
4. A sworn statement of debt prepared by the County's Finance Officer has been filed with the Clerk to this Board and is open to public inspection.
5. This Bond Order will take effect when approved by the County's voters in the manner provided by law.

**BOND ORDER AUTHORIZING THE ISSUANCE OF ORANGE COUNTY GENERAL
OBLIGATION BONDS FOR HOUSING FOR PERSONS OF LOW AND MODERATE
INCOME IN THE MAXIMUM AMOUNT OF \$5,000,000, SUBJECT TO VOTER
APPROVAL**

WHEREAS --

The Board of Commissioners of Orange County, North Carolina has stated its proposal to issue general obligation bonds to pay capital costs of providing housing for persons of low and moderate income.

The County has applied to the North Carolina Local Government Commission for its approval of such bonds, and the Commission has accepted the County's application.

BE IT ORDERED by the Board of Commissioners of Orange County, North Carolina, as follows:

1. There are hereby ordered to be issued general obligation bonds of the County to pay capital costs of providing housing for persons of low and moderate income, together with related financing and other necessary or incidental costs.
2. The maximum aggregate principal amount of the bonds issued for such purpose will be \$5,000,000.
3. Taxes will be levied in an amount sufficient to pay the principal of and interest on the bonds so issued.
4. A sworn statement of debt prepared by the County's Finance Officer has been filed with the Clerk to this Board and is open to public inspection.
5. This Bond Order will take effect when approved by the County's voters in the manner provided by law.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**
ACTION AGENDA ITEM ABSTRACT
Meeting Date: April 19, 2016

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

SUBJECT: MINUTES

DEPARTMENT: Board of County
Commissioners

ATTACHMENT(S):
Draft Minutes

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

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

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

March 22, 2016
March 29, 2016

BOCC Regular Meeting
BOCC Work Session

FINANCIAL IMPACT: NONE

SOCIAL JUSTICE IMPACT: NONE

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

1
2
3 **DRAFT**

4 **MINUTES**
5 **BOARD OF COMMISSIONERS**
6 **REGULAR MEETING**
7 **March 22, 2016**
8 **7:00 p.m.**

9 The Orange County Board of Commissioners met in regular session on Tuesday, March 22,
10 2016 at 7:00 p.m. at the Southern Human Services Building, in Chapel Hill, N.C.

11
12 **COUNTY COMMISSIONERS PRESENT:** Chair McKee and Commissioners Mia Burroughs,
13 Mark Dorosin, Barry Jacobs, Bernadette Pelissier, Renee Price and Penny Rich

14 **COUNTY COMMISSIONERS ABSENT:**

15 **COUNTY ATTORNEYS PRESENT:** John Roberts

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

19
20 Chair McKee called the meeting to order at 7:06 p.m., and asked for a moment of
21 silence for the people in Belgium.

22
23 **1. Additions or Changes to the Agenda**

- 24
25 - Yellow sheet - Proposed Addition to the Agenda, Item 4a: Orange County Resolution in
26 Support of the City of Charlotte Non-Discrimination Policy
27 - White sheet - copy of City of Charlotte's amended ordinance
28 - Planning Department's Monthly report
29 - Chapel Hill-Carrboro City Schools (CHCCS) CIP Newsletter

30
31 A motion was made by Commissioner Jacobs, seconded by Commissioner Rich to
32 approve adding Item 4a to the agenda.

33
34 Chair McKee said he would not be able to vote in favor of adding this item, due to the
35 issue of transparency. He said the people of Orange County did not know this agenda item
36 was going to be added, and the topic is a divisive one, sparking strong emotions.

37
38 VOTE: Ayes, 6; Nays, 1 (Chair McKee)

- 39
40 - Additional Closed Session Item- Personnel: To Be Added

41
42 A motion was made by Commissioner Rich seconded by Commissioner Pelissier to add
43 an additional item to the closed session for the purpose of:

44
45 "To consider the qualifications, competence, performance, character, fitness, conditions of
46 appointment, or conditions of initial employment of an individual public officer or employee or
47 prospective public officer or employee" NCGS § 143-318.11(a) (6).

48
49 VOTE: UNANIMOUS

50

1 **PUBLIC CHARGE**

2
3 *Chair McKee dispensed with the reading of the public charge.*

4
5 **2. Public Comments**

6
7 **a. Matters not on the Printed Agenda**

8 NONE

9
10 **b. Matters on the Printed Agenda**

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

13
14 **3. Petitions by Board Members**

15 Commissioner Jacobs petitioned the Board of County Commissioners (BOCC) to
16 receive a presentation on lake allocation but especially Jordan Lake allocations, as it pertains to
17 Raleigh and Wake County.

18 Commissioner Pelissier petitioned the creation of a work group of elected officials, with
19 two representatives from each of the elected bodies in Orange County, to discuss affordable
20 housing.

21 Commissioner Dorosin had no petitions.

22 Commissioner Burroughs asked the BOCC to consider moving consent items to the
23 beginning of the agenda so that department heads do not have to remain the duration of
24 meetings waiting to see if their consent item will be pulled or not.

25 Commissioner Price said there has been a serious issue in the Fairview neighborhood
26 on housing and asked if the County could address this issue.

27 Commissioner Price said Dr. Ponder recently resigned from the Durham Tech Board of
28 Trustees and this item should be brought forth soon to appoint someone else.

29 Donna Baker said there are currently 12 applicants from the last process and her office
30 is contacting each to see if they are still interested in being on the applicant interest list for this
31 Board. She said re-advertising is also possible.

32 Commissioner Dorosin said to re-open the advertising process.

33 Commissioner Price said she would like to use the list of existing applicants.

34 Commissioner Dorosin said he would like to open up the advertising again.

35
36 A motion was made by Commissioner Dorosin, seconded by Commissioner Rich to re-
37 open the advertisement process.

38
39 VOTE: UNANIMOUS

40
41 Commissioner Rich said she agreed with Commissioner Pelissier about a work group of
42 elected officials to discuss affordable housing.

43 Commissioner Rich petitioned the Board to recognize April as Sexual Assault
44 Awareness month.

45 Commissioner Rich asked if the Office of Public Transportation (OPT) could look at how
46 the 1,000 newly approved housing units in Hillsborough will affect transportation.

47 Commissioner Rich said there were no recycling bins at the early voting sites during this
48 primary.

49 Commissioner Rich said she would like to challenge the Arts Commission to come up
50 with a creative way to solicit applicants for grants.

1 Commissioner Rich said she is on the Strategic Communication Implementation Group,
2 and she wondered how to bring this discussion forward to the Board of County Commissioners
3 for updates. She asked if either a presentation or report may be appropriate.

4 Chair McKee said this and the recycling issues are administrative in nature, and can be
5 addressed by the manager and staff.

6 Commissioner Jacobs asked if there were signs up at early voting about the bond
7 referendum.

8 Commissioner Rich said yes.

9 Commissioner Jacobs said since the County is responsible for the bond it should be
10 proactive about taking the signs down.

11 Chair McKee said that for the last four years he has asked for Solid Waste to accept
12 mattresses at the convenience centers and he petitioned that Solid Waste do this, free of
13 charge, at the Walnut Grove and Eubanks Road centers, to be implemented by July 1, 2016.

14 Commissioner Jacobs agreed. He said the Habitat Store does take mattresses and he
15 would like for a Habitat representative to speak at the next Solid Waste Advisory Group
16 (SWAG) meeting.

17 18 **4. Proclamations/ Resolutions/ Special Presentations**

19 20 **a. Orange County Resolution in Support of the City of Charlotte Non-Discrimination 21 Policy**

22 Commissioner Jacobs and Commissioner Dorosin created this resolution.

23 Commissioner Jacobs said this resolution was kept as close to what already existed and
24 he read the resolution:

25 26 **ORANGE COUNTY BOARD OF COMMISSIONERS**

27 28 **RESOLUTION IN SUPPORT OF THE CITY OF CHARLOTTE NON-DISCRIMINATION 29 POLICY**

30
31 **WHEREAS**, the Charlotte City Council, on February 21, 2016, approved amendments to the
32 city's Non-Discrimination Ordinance; and,

33
34 **WHEREAS**, the Council added marital and familial status, sexual orientation, gender
35 expression and gender identity to the list of protected characteristics in the existing
36 Non-Discrimination Ordinance; and,

37
38 **WHEREAS**, the Orange County Code of Ordinances currently prohibits discrimination based on
39 race, color, religion, sex, national origin, age, disability, familial status, and veteran
40 status; and,

41
42 **WHEREAS**, Orange County supports a community where all people are treated fairly, valued
43 and accepted; and,

44
45 **WHEREAS**, Orange County stands with those who struggle against social injustice; and,

46
47 **WHEREAS**, Orange County supports the right of local governments to articulate their own
48 community values of inclusion without interference or suppression by the General
49 Assembly;
50

1 **NOW, THEREFORE**, be it resolved that the Orange County Board of Commissioners does
2 hereby support the Non-Discrimination Policy implemented by the
3 Charlotte City Council and joins them in striving for social justice for all.
4

5 This the 22nd day of March 2016.
6

7 Commissioner Price asked if this resolution simply states that the BOCC is in support of
8 Charlotte.

9 Commissioner Jacobs said yes.

10 Commissioner Rich said she understood that if Charlotte proceeds with litigation,
11 Orange County would join them.

12 Commissioner Dorosin said that is a separate petition and depending on what happens,
13 such a petition may be brought forward.

14 Commissioner Dorosin referred to Commissioner Price's point, saying he had previously
15 asked about adding transgender discrimination to the Orange County ordinance, and that
16 County Attorney John Roberts had said such an addition was unnecessary as the ordinance
17 already covered such discrimination.

18 Commissioner Dorosin asked if he is remembering this correctly.

19 John Roberts said for a number of years Orange County's enforcement officers have
20 treated transgender issues as part of the sexual orientation language in the Orange County
21 ordinance. He said the current ordinance offers protection to Orange County citizens in this
22 matter without adding additional language.

23 Commissioner Dorosin suggested that the Board consider some type of public
24 statement that the Orange County ordinance, as written, does protect transgendered people
25 and all that may face discrimination because of sexual orientation.

26 Commissioner Jacobs asked if there is a group that the County has tried to add as
27 protected but failed to do so as the State would strike it down.

28 John Roberts said that language has been modified by the legislature and it will be seen
29 in their legislative agenda packet in April. He said the General Assembly is being asked to pass
30 legislation that will protect all.

31 Greg Wilder, County Manager's Office, said the current language, that is included in the
32 legislatives issues work group, relates to gender identity and sexual orientation. He said the
33 language is based on the prior attorney's interpretation and John Roberts said now that this
34 covers it all.

35 John Roberts said he takes a broader view of the definition of sex and gender and
36 allows enforcement officers to protect all the citizens of Orange County.

37 Chair McKee said if this resolution was to oppose the legislature interfering in local
38 affairs, then he could support it. He said this resolution seems to indicate an alignment with, or
39 a following suit of, Charlotte. He said Charlotte is not unified on its ordinance and this
40 ordinance does much more than just dictate who can use which bathroom. He said it
41 specifically takes out "showers, bath houses, YMCAs and YWCAs" and could mean camps,
42 dormitory-lodging facilities. He said he has some issues with Charlotte's ordinance.

43 Chair McKee referred to Section 12-58 of the Charlotte ordinance, which included
44 prohibited acts. He said this section violates this first amendment. He said the resolution is
45 well written and he thanked Commissioners Jacobs and Dorosin for their work. He said the
46 resolution states Orange County values but due to the resolution header stating support of the
47 Charlotte ordinance, he will not be able to support the resolution.

48 Commissioner Dorosin said he appreciated Chair McKee's opposition but said the
49 ordinance is referring to signs that say gays are not allowed, for example, and he wished that
50 the Board could pass an ordinance like Charlotte. He respectfully disagreed with Chair McKee.

1 Chair McKee said he accepted Commissioner Dorosin's disagreement and agreed with
2 him about the example given. He said the ordinance crosses the line by stating that nothing
3 can be printed, circulated, mailed, etc., and affects private communications between individuals.

4 Commissioner Price said if she is reading the ordinance correctly it means that you
5 cannot prohibit someone's usage of public accommodations.

6 Chair McKee said he reads a literal interpretation of the ordinance.

7 Commissioner Burroughs asked Commissioner Dorosin if the ordinance contains
8 standard public accommodation language that came into being in the 1960s with the Civil
9 Rights Act.

10 Commissioner Dorosin said it is public accommodation language. He said the
11 ordinance specifically talks about signs, mailings, and publications that one should be denied
12 accommodations in a place of public accommodation.

13
14 A motion was made by Commissioner Jacobs, seconded by Commissioner Dorosin to
15 adopt the Orange County Resolution in Support of the City of Charlotte Non-Discrimination
16 Policy.

17
18 VOTE: Ayes, 6; Nays, 1 (Chair McKee)

19
20 Commissioner Dorosin said the legislature is going into special session tomorrow about
21 this issue and he believed it will restrict local governments even more.

22 Commissioner Rich said the bill had not been dropped as of this afternoon.

23 24 **5. Public Hearings**

25 26 **a. Public Hearing on the Financing of Various Capital Investment Plan Projects**

27 The Board conducted a public hearing on the issuance of approximately \$8,150,000 to
28 finance capital investment projects and equipment for the fiscal year as approved in the 2015-
29 2016 Capital Investment Plan; and to approve a related resolution supporting the County's
30 application to the Local Government Commission (LGC) for its approval of the financing
31 arrangements.

32 Gary Donaldson, Orange County Chief Financial Officer, said the purpose of this
33 evening is to conduct a public hearing on the issuance of approximately \$8,150,000 to finance
34 capital investment projects, and equipment for the fiscal year as approved in the 2015- 2016
35 Capital Investment Plan; and to approve a related resolution supporting the County's application
36 to the Local Government Commission (LGC) for its approval of the financing arrangements.

37 38 **BACKGROUND:**

39 County staff estimates that the total amount to be financed for capital investment projects and
40 equipment will be approximately \$8,150,000. The financing will include amounts to pay
41 transaction costs.

42
43 The statutes require that the County conduct a public hearing on the proposed financing. A
44 copy of the published notice of this hearing is provided in their agenda packet.

45
46 After conducting the public hearing and receiving public input, the Board will consider the
47 adoption of the resolution (Attachment 2). This resolution formally requests the required
48 approval from the North Carolina Local Government Commission (LGC) for the County's
49 financing, and makes certain findings of fact as required under the LGC's guidelines. County

1 staff has been in contact with the LGC staff, and staff expects no issues to receiving LGC
2 approval.

3
4 If the Board adopts the resolution indicating its intent to continue with the financing plan, the
5 Board will be asked to consider a resolution giving final approval to the financing plans at its
6 April 19, 2016 meeting.

7
8 The general schedule for this process is as follows:

- 9 • BOCC conducts public hearing and adopts resolution in support of financing and LGC
10 approval – March 22
- 11 • County staff reviews financing proposals from lenders and develops recommendation
12 for Board approval – by end of March
- 13 • County Board adopts resolution formally approving financing provider and the
14 substantially-final financing documents – April 19
- 15 • LGC approves financing – May 3
- 16 • Closing on the financing – funds advanced to County – by mid-May

17
18 The County's financing is proceeding as an installment financing under the authority of the
19 North Carolina General Statutes. Under the statutes, an installment financing has to be secured
20 by a lien on part or all of the property being acquired or improved through the financing. County
21 staff recommended that the County use Grady Brown Elementary School as the collateral.
22 Grady Brown is receiving two new roofs through the financing package. For the County to
23 provide a lien on this school, the County must own the school.

24
25 The Orange County Board of Education has approved the use of the school as collateral and
26 the related transfer of that property to the County (the financing documents will provide for the
27 return of the school upon the County's repayment of the financing). This is similar to
28 arrangements the County has used previously, most recently with respect to financings related
29 to the Orange County Schools District's Gravelly Hill Middle School and with Culbreth Middle
30 School in Chapel Hill Carrboro City Schools. Ownership of Grady Brown will revert back to
31 Orange County Schools upon final payment of the installment financing.

32
33 Gary Donaldson reviewed all items on the financing list.

34 Chair McKee asked if Gary Donaldson would expand on the issue of using Grady Brown
35 Elementary School as collateral.

36 Gary Donaldson did so.

37 Commissioner Jacobs said the school system still owns Cedar Ridge, and said he
38 understood the County to be the only one that is exempt from paying sales tax. He asked if this
39 is so, perhaps ownership of Cedar Ridge should be transferred to the County to avoid sales tax
40 being paid on these construction projects.

41 Commissioner Jacobs said to review this going forward.

42 Commissioner Price asked if it was known how long the County would own Grady
43 Brown.

44 Gary Donaldson said 20 years, and after the financing is completed it will revert back to
45 the Orange County Schools (OCS) system.

46 Commissioner Rich referred to the Rogers Road easement acquisition project and
47 asked if costs are going to be shared with their partners.

48 Bonnie Hammersley said the County has agreed to be the fiduciary and will borrow all of
49 the funds and then invoice the partners.

50

1 **FINANCIAL IMPACT:**

2 There is no financial impact related to this action. However, there will be a financial impact in
 3 proceeding with the financing. A preliminary estimate of maximum debt service applicable to
 4 the capital investment projects and equipment financing would require the highest debt service
 5 payment of \$871,454 in FY 2016-17. The tax rate equivalent for the estimated highest debt
 6 service payment is approximately 1/2 cent. Based on current resources and the retirement of
 7 existing debt, no adjustment to the tax rate associated with this financing is anticipated to occur
 8 during the period noted.

9
 10 A motion was made by Commissioner Price, seconded by Commissioner Rich to close
 11 the public hearing.

12
 13 VOTE: UNANIMOUS

14
 15 A motion was made by Commissioner Jacobs, subject to further information about
 16 saving sales tax on the school projects, seconded by Commissioner Pelissier to adopt the
 17 resolution supporting the application to the Local Government Commission for approval of the
 18 financing and refinancing arrangements.

19
 20 VOTE: UNANIMOUS

21
 22 **6. Consent Agenda**

- 23 • **Removal of Any Items from Consent Agenda**
 24 None

- 25
 26 • **Approval of Remaining Consent Agenda**

27
 28 A motion was made by Commissioner Rich, seconded by Commissioner Burroughs to
 29 approve the remaining items on the Consent Agenda.

30
 31 VOTE: UNANIMOUS

- 32
 33 • **Discussion and Approval of the Items Removed from the Consent Agenda**

34
 35 **a. Minutes**

36 The Board approved the minutes from February 16, 18 and 25, 2016 as submitted by the Clerk
 37 to the Board.

38 **b. Fiscal Year 2015-16 Budget Amendment #7**

39 The Board approved budget ordinance amendments for fiscal year 2015-16 for Department of
 40 Social Services; Department of Library Services; Department on Aging; County Manager's
 41 Office; and a technical amendment.

42 **c. Fire Department Relief Fund Appointees**

43 The Board approved the appointment of trustees to the local fire department relief funds boards
 44 as recommended by the local fire department chiefs.

45 **d. Comprehensive Plan and Unified Development Ordinance (UDO) Amendment Outline**
 46 **and Schedule for the May 2016 Quarterly Public Hearing**

47 The Board approved process components and schedule for an upcoming government-initiated
 48 Comprehensive Plan and Unified Development Ordinance (UDO) amendments for the May 23,
 49 2016 Quarterly Public Hearing regarding the O/I (Office/Institutional) Zoning District.

50 **e. Notice of Public Hearing on Orange County's 2016 Legislative Agenda**

1 The Board provided notice of the Board of County Commissioners' plans to hold a public
 2 hearing on April 5, 2016 on potential items for inclusion in Orange County's legislative agenda
 3 package for the 2016 North Carolina General Assembly Session.

4 **f. RFP Award – Audit Services**

5 The Board awarded Request for Proposals (RFP) #5215 to Mauldin & Jenkins to conduct
 6 auditing services for Orange County in the amount of \$76,000 (first year); and authorize the
 7 Manager to sign the contract on behalf of the BOCC pending staff and attorney review.

8 **g. Amendment to the Orange County Code of Ordinances – Adoption of the Appendices**
 9 **to the North Carolina Fire Prevention Code**

10 The Board amended the Orange County Code of Ordinances related to Emergency Services
 11 and Fire Protection by adopting the appendices to the North Carolina Fire Prevention Code and
 12 authorized the Chair to sign.

13
 14 **7. Regular Agenda**

15
 16 **a. Consideration of a Third Party Analysis to Prioritize School Capital Projects**

17 The Board considered authorizing staff to proceed with the solicitation of a consultant to
 18 conduct a comparative analysis of school facility needs and to prioritize those needs based on
 19 standard criteria.

20 Travis Myren reviewed the following information:

21
 22 **BACKGROUND:** During the September 29, 2015 joint meeting of the Board of County
 23 Commissioners, the Chapel Hill-Carrboro Board of Education, and the Orange County Board of
 24 Education, the Boards discussed the possibility of the County engaging a third party consultant
 25 to compare and prioritize the capital needs of both districts. Since that time, no final decision
 26 has been made by the Board of Commissioners about whether to proceed with this type of
 27 analysis.

28
 29 During the joint meeting, staff from each of the school districts presented facility improvement
 30 needs. These needs were based on comprehensive facility assessments conducted by
 31 architectural firms. The assessments focused on repairs, renovations, and upgrades of existing
 32 school facilities. The Chapel Hill-Carrboro analysis included the District's ten oldest schools
 33 while the Orange County Schools analysis studied all of the District's facilities. The combined
 34 cost of the recommended improvements totaled approximately \$330 million.

35
 36 Since the total cost of the recommendations exceeds the amount of funding contemplated by
 37 the bond referendum for school facility improvements, the Boards discussed whether the
 38 County should hire a third party consultant to prioritize projects. The consultant would review
 39 the facility assessments prepared on behalf of each of the school districts and would apply a set
 40 of standard criteria to rank and prioritize those projects. The criteria would include life, health,
 41 and safety needs, security needs, sequencing based on operational needs, and structural and
 42 mechanical needs. This process would establish an empirical element to the consideration of
 43 capital projects and may help inform the Board of Commissioners' deliberations on how to apply
 44 the proceeds of a bond referendum and other Capital Budget and Capital Investment Plan
 45 funds.

46
 47 Commissioner Price asked if the two school systems have hired consultants to do
 48 analyses, then why is the County suggesting doing this now.

49 Chair McKee said Commissioner Jacobs asked to put this on the agenda.

1 Commissioner Jacobs said there are certain criteria that cut across both sets of
2 recommendations that may or may not produce the same priority list. He added that since the
3 Board would be approving \$120 million, such an analysis would allow the Board more comfort
4 with what was being recommended, and that it met the criteria that the Board deems important:
5 physical safety of the students, the health and safety in the buildings, the capacity of the
6 buildings, and the technological and other deficiencies in the buildings.

7 Commissioner Jacobs said these variables could be compared on a grid and see which
8 items came out the highest. He said if this analysis is not done then the Board of County
9 Commissioners has not vetted anything.

10 Commissioner Price asked if the BOCC could do the vetting or does Commissioner
11 Jacobs feel a third party is necessary.

12 Commissioner Jacobs said he thought it would be helpful to have someone guide the
13 Board through this process and he wanted to take a fresh look. He said it never hurts to
14 challenge one's assumptions.

15 Commissioner Price said no problems have been found with what the schools have
16 presented.

17 Commissioner Rich asked if there is an established vetting process.

18 Chair McKee said currently there is none except to follow what the schools have
19 submitted.

20
21 **PUBLIC COMMENT:**

22 CHCCS Board Chair James Barrett said as the Board considers this item he wanted to
23 make sure it has a clear view of what has already been done, and what is currently being
24 worked on. He reviewed a handout that was provided to the Board which gave an overview and
25 justification of the priorities. He said he is always willing to speak to any of the commissioners.

26 James Barrett referred to the centralized Pre-K program at the Lincoln Center, noting it
27 will add capacity at the existing schools. He said it is the cornerstone of addressing capacity
28 issues, as renovation is not possible at the elementary schools. He said this project would
29 provide several other enhancements to the district and the community at large. He said adding
30 a consultant does not enhance this process. He expressed appreciation for the BOCC's
31 commitment to the schools via the bond, and asked that a consultant not muddy the process.

32 OCS Board Chair Donna Coffey said she is here to speak on behalf of their board. She
33 said three years ago, OCS spent over \$253,000 of pay-as-you-go capital money in
34 comprehensive, all-inclusive, safety and condition studies for all facilities. She said CHCCS
35 embarked on similar studies. She said the results showed excessive facility needs, at the cost
36 of \$160 million. She said their board has spent countless hours reviewing their consultant's
37 information, knowing bond funds would not be able to address all needs. She said the priorities
38 identified are: safety; replacement of failing mechanical equipment; additional seats to
39 accommodate the growing high school population; updating food service facilities and
40 equipment; and replacement of the 50-year old transportation facilities.

41 Donna Coffey also discouraged the use of a third party consultant. She said both
42 school boards have done due diligence in putting forth credible, priority projects that fall within
43 the limits given.

44 Chair McKee said the comments from the Board chairs are greatly appreciated.

45 Commissioner Dorosin referred to the CHCCS hand out, noting the first item is
46 Glenwood Elementary. He asked if this project is being funded already from the CHCCS fund
47 balance.

48 Todd LoFrese said yes.

49 Commissioner Dorosin said the handout states that this project is listed as not meeting
50 "OC standards" upon completion. He asked if there could be further clarification on this point.

1 Todd LoFrese said Glenwood is a school that the architects and engineers determined
2 needs to be replaced rather than renovated for various reasons, which he reiterated. He said
3 the solution for now is to create a secure vestibule in the front of building, provide support
4 spaces for teachers, insure all bathrooms are ADA accessible, and to keep it running for 10 to
5 15 years while other projects are addressed and other factors unfold.

6 Commissioner Dorosin asked if the column marked "capacity" referred to increase.

7 Todd LoFrese said yes.

8 Commissioner Pelissier said regardless of what the BOCC thinks generally, she does
9 not find it practical to have a consultant due to time constraints. She said it is way too late to
10 consider, and she would not consider it either way.

11 Commissioner Pelissier said recent SAPFO numbers show some student population
12 decreases, which may be temporary and may not. She asked if there is a way to have some
13 projects but not necessarily do them if capacity decreases. She asked if there is a way to be
14 flexible with some of these priority projects.

15 Todd LoFrese said the student population decrease is viewed more as a "breather", and
16 there is an entire school's worth of modular units throughout their district. He said these should
17 not be relied on long term to address capacity. He said these modular units will all need
18 upgrades and renovation, which CHCCS deems as a drain on resources.

19 Commissioner Jacobs asked if the number of modules in phase 3 is known.

20 Todd LoFrese said about 25, and the rest would be in phase 2. He said many of the
21 modules are used for Pre-K classes, and if those classes are relocated to the Lincoln Center,
22 then the modules can be used as swing space while addressing other projects.

23 Commissioner Burroughs said hiring a consultant at this point is not feasible from a time
24 standpoint and would be a waste of funds. She said both districts have discussed this issue for
25 three years and not just the current boards but past boards too.

26 Commissioner Burroughs said their school boards do not serve at the pleasure of the
27 BOCC but are elected by the same voters who vote for the Commissioners. She said some
28 work has already begun and an additional consultant would be a duplicative process. She
29 discouraged the BOCC from voting for this.

30 Commissioner Rich said she could go either way on this item and she has talked with
31 citizens about this over the last 10 weeks, while she was campaigning. She said she still has
32 some concerns with how projects are being considered. She said she gets hung up on Chapel
33 Hill High which is projected to cost \$52 million. She said it is difficult for her to go to tax payers
34 and tell them how much projects cost, especially for one building. She values a second opinion
35 but does not think she needs a consultant to tell her what she already knows. She said
36 taxpayers are concerned about how the Board of County Commissioners is spending money.
37 She said she is 100% behind the bond but she wants to be responsible and good stewards of
38 the citizens' money.

39 Commissioner Price agreed with Commissioner Burroughs, saying if a consultant was to
40 be used, it should have come first, not at the end of the process.

41 Commissioner Pelissier said the BOCC does not have a full understanding about these
42 priority projects and the joint meeting in April will allow the BOCC to dig a little deeper with the
43 school boards.

44 Commissioner Rich agreed with this but she wonders at what point are the final
45 decisions made on these projects. She asked if the need is to build a Cadillac or can a
46 Chevrolet suffice.

47 Commissioner Rich gave an example of the Eubanks Solid Waste Center which came in
48 over budget. She said the Towns questioned the amount and the County did call in a
49 consultant to review, which saved a lot of money, and no one was offended.

1 Commissioner Burroughs said there are construction standards negotiated between the
2 Districts and the County. She said it may be time to review these standards but that should be
3 done separately from, or concurrent to, this bond process.

4 Commissioner Pelissier said the priorities are different from questioning the costs.

5 Commissioner Dorosin said there is a bigger issue that this conversation has revealed,
6 which is the nature of communication between the Board of County Commissioners and the
7 school boards. He said there is a sense from the school boards that the County does not trust
8 them, and a sense that the County questions why the schools boards should always be trusted.
9 He said there is history there but this current Board of County Commissioners is starting to
10 understand that the issues, on which everyone is focused, are interrelated.

11 Commissioner Dorosin said both school boards kept the Board of County
12 Commissioners informed, but BOCC feedback was not necessarily desired. He said everyone
13 must work together in sync. He said this bond is only going to fund a piece of all the schools'
14 needs and they all have a different set of ideals as to how this process should go forward. He
15 said, moving forward, there should be a real commitment to have dialogue about these
16 projects.

17 Commissioner Dorosin disagreed with Commissioner Pelissier, and said the goal of
18 capacity should not be scaled back.

19 Commissioner Jacobs said the school construction standards tried to address a wide
20 variety of issues.

21 Commissioner Jacobs said he had been saying all along that he would like to challenge
22 assumptions. He said the centralized Pre-K program is a major leap, and the BOCC has not
23 fully discussed it. He said CHCCS School Board member Margaret Samuels is an expert in this
24 area, and is a valuable resource. He said a conversation about cost versus capacity versus
25 safety needs to occur, and he is not sure why the safety issues in phase 3 are not in phase 1.
26 He said the Board of Commissioners has not had this conversation.

27 Commissioner Jacobs said the Board has a work session on April 12th and he
28 suggested inviting the facilities staff to attend. He said this conversation would occur prior to
29 the joint meeting with the schools at the end of April. He said he was disappointed in the
30 consultant proposal since it would not come to the BOCC until after it adjourned for the summer
31 break.

32 Commissioner Jacobs said he would be glad to have conversations with school staff or
33 board members about this since \$120 million is going to be spent, and he wants to feel
34 comfortable about his fiduciary responsibilities.

35 Commissioner Rich said she liked some of Commissioner Jacob's suggestions.

36 Commissioner Rich referred to the issue of communication and said she is trying to
37 meet with a school board, or administration, member monthly. She said the schools use scare
38 tactics with parents, and conversations need to occur before the school boards send out panic
39 emails during the budget seasons. She said most of this information is incorrect and she would
40 like to change this process. She said everyone should be a partner in this process. She
41 encouraged the schools and the BOCC to be open to being questioned without being
42 defensive.

43 Commissioner Burroughs encouraged Commissioner Rich's practice of one-on-one
44 meetings with school related personnel. She referred to safety issues, saying the County has
45 two school districts, which reflect two different cultures around safety and School Resource
46 Officers. She said she agreed about having further discussion in a work session.

47 Commissioner Pelissier agreed with the work session suggestion. She said this is a
48 communication challenge not a communication problem, and the bond issue is a whole new
49 phenomenon with which neither the Board of County Commissioners nor the school boards
50 have experience.

1 Chair McKee asked John Roberts if this will this be the last opportunity to discuss these
2 projects.

3 John Roberts said no. He said bond topics are open for discussion.

4 Chair McKee asked if discussion about specific projects would be possible.

5 John Roberts said yes.

6 Chair McKee said he does not support an additional consultant as it will only create
7 angst, and there will be plenty of opportunities to discuss these projects going forward.

8
9 A motion was made by Commissioner Price, seconded by Commissioner Jacobs to set
10 aside this item, and to use two upcoming BOCC meetings, one with facilities staff and one with
11 the joint boards, to discuss these projects in more detail, and not to hire a consultant.

12
13 VOTE: UNANIMOUS

14
15 **b. Introduction of Bond Orders and Scheduling of Bond Order Public Hearing in**
16 **Preparation for Planned November 2016 Bond Referendum**

17 The Board considered:

18 1) Introducing two bond orders which state the Board of County Commissioners
19 proposal to issue General Obligation Bonds to pay capital costs for providing school facilities
20 and for housing for persons with low and moderate income.

- 21 • The first bond order introduction authorizes the issuance of General Obligation Bonds in
22 an amount not to exceed \$120 million to support school facilities.
- 23 • The second bond order introduction authorizes issuance of General Obligation Bonds in
24 an amount not to exceed \$5 million for housing for persons with low and moderate
25 income.

26 2) Adopting a resolution authorizing a public hearing on each bond order for April 19,
27 2016 at 7pm at the County's Southern Human Services Center, 2501 Homestead Road, Chapel
28 Hill, NC.

29
30 **BACKGROUND:**

31 The Board of County Commissioners adopted a resolution on October 6, 2015 for the County to
32 issue up to \$120 million for Schools and up to \$5 million for Affordable Housing. The Board
33 made a determination to proceed with a referendum on November 8, 2016 seeking voter
34 approval/authorization to issue County General Obligation Bonds in an amount not to exceed
35 \$125 million.

36
37 The next steps in the bond authorization process will be for the Board to hold a public hearing.

38
39 The public hearing is currently scheduled for the April 19 Board meeting. Following the public
40 hearing the Board will be asked to take final action to approve the Bond Orders, and then
41 consider a resolution formally calling for the November bond referendum and approving the
42 ballot questions. It should be noted that the Board established the maximum amounts of each
43 bond order by resolution on October 6, 2015, and the Board cannot consider increasing the
44 amounts of the bond orders as part of this process/action or as part of the proposed April 19th
45 public hearing.

46
47 **FINANCIAL IMPACT:** There is no financial impact related to this action. However, there will be
48 a financial impact if the referendum is approved. The tax rate equivalent for the estimated
49 highest debt service payment is expected to range from 3.70 cents up to 5.83 cents per \$100 of

1 assessed valuation. The projected debt service conforms to the County's debt policies and debt
2 affordability analysis, which was completed by the County's financial advisors.
3

4 Bob Jessup, Bond Attorney, said he is here for the next set of formal steps for the bond.
5 He said there will be two other occasions when he will come to the Board but tonight they are
6 here to introduce the bond orders.

7 Bob Jessup said statute requires that there be a first reading on the bond orders
8 followed by a public hearing.

9 Chair McKee asked if there could be clarification regarding the necessary motions.

10 Bob Jessup said there must be a motion to introduce the two bond orders as presented,
11 followed in the same motion, or a separate one, to adopt the resolution calling for the public
12 hearing.

13 Commissioner Price asked if typically two meetings are held: one in the southern part of
14 the County and one in the northern part.

15 Bob Jessup said legally one public hearing must occur, but two can occur; and it is at
16 the Board's discretion. He said the tasks scheduled for the next meeting must be completed by
17 the time the Board breaks for the summer.

18 Donna Baker said the first meeting will take place on April 19th.

19 Commissioner Price said she would like to have a meeting at each end of the County
20 with the one in the northern end on May 5th.

21 Bob Jessup said yes and to note this as such in notices.

22 Commissioner Rich asked if the purpose this evening is to authorize the initiation of the
23 bond financing.

24 Bob Jessup said there will be no discussion of specific projects just the financial totals
25 and their major assignment. He said specifics will come in two ways:

- 26 • a list of projects for which the funds are needed
- 27 • at the time of borrowing, after the referendum has passed, specific amounts will be
28 allocated to specific projects as previously determined between the BOCC and the
29 school boards, affordable housing partners, etc.

30 Chair McKee said the following agenda item discusses a committee that will look at
31 these specifics.

32 Commissioner Rich asked if one committee will look at both school and affordable
33 housing priorities.

34 Chair McKee said that is open for discussion.

35 Commissioner Jacobs said as a word of caution, the Board may want to vary from what
36 was put in the bond sales package, and that should be discussed in consultation with schools
37 and affordable housing stakeholders. He said voters can understand that specific priorities may
38 need to shift position within the list of the priorities.
39

40 A motion was made by Commissioner Rich, seconded by Commissioner Pelissier to
41 introduce the two bond orders as presented and to approve the resolution setting the public
42 hearing on the bond orders for April 19, 2016 with the inclusion of a May 5th public hearing.
43

44 VOTE: UNANIMOUS
45

46 **c. Proposed Establishment of Bond Education Committee Including Structure and**
47 **Charge**

48 The Board considered establishing a Bond Education Committee that will develop and
49 assist in disseminating information to voters concerning the November 8, 2016 bond

1 referendum and consider a proposed charge to, and structure of, that Bond Education
2 Committee.

3 Commissioner Rich asked if there is a plan for how affordable housing will be discussed.

4 Chair McKee said he understood her concern, but asked if there are two separate
5 committees how will they be coordinated.

6 Commissioner Rich said perhaps two committees are not needed, but she wanted to
7 make sure that affordable housing does not get drowned out.

8 Commissioner Burroughs said there are a disproportionate number of housing
9 representatives on the committee, as related to the amount of funding, which she deems
10 acceptable as the community knows less about affordable housing. She said she believes that
11 one committee can focus on both topics.

12 Commissioner Rich asked if the chair of this committee is known.

13 Chair McKee said the BOCC will need to decide this.

14 Commissioner Pelissier said this is an education committee, not one for prioritizing the
15 projects. She said the Board of Commissioners will determine the priorities and this committee
16 will then create a plan for public education.

17 Commissioner Price said she would favor one committee.

18 Commissioner Jacobs said the BOCC passed a resolution in the spring and these
19 conversations need to be tracked. He said the affordable housing discussion may take more
20 time.

21 Commissioner Jacobs echoed Commissioner Pelissier's comments stating that
22 education is different than formulating a plan.

23 Commissioner Dorosin said the affordable housing plan will be coming to the BOCC on
24 April 5th and that track is moving forward in time for this committee.

25 Commissioner Jacobs said how does the affordable housing plan relate to the housing
26 providers in the community, the municipality's plans, and taking this to the voters because
27 historically topic has been a hard sell with the community.

28 Bonnie Hammersley said the Housing Director is already scheduled to make a
29 presentation of this plan to the community. She said the municipalities and the stakeholders all
30 have a draft copy of the plan. She said several meetings are scheduled to present to the
31 stakeholders and she will review dates and locations of those meetings.

32 Commissioner Jacobs said in 2001 the committee co-chairs were selected by the Board
33 of County Commissioners.

34 Chair McKee said that would be in the Board's purview to decide.

35 Commissioner Dorosin asked if there are legal restrictions on what the County can and
36 cannot do, as relates to educating the public and promoting the bond.

37 John Roberts said yes, the County cannot expend funds to promote one viewpoint or the
38 other, but funds can be spent to educate the public and encourage the public to vote.

39

40 **Proposed Committee Composition:**

41 4 Orange County residents

42 2 CHCCS representatives

43 2 OCS representatives

44 1 Affordable Housing Advisory Board Representative

45 3 Affordable Housing Non Profits' Representatives

46 2 Board of County Commissioners

47

48 Support/Technical Staff: Manager's office, Community Relations, Housing Staff

49

50 **PROPOSED CHARGE TO BOND EDUCATION COMMITTEE**

1 **NOVEMBER 8, 2016 BOND REFERENDUM**

- 2 • Become familiar with the purpose of each of the bond orders
- 3 • Become familiar with the projects expected to be addressed with bond funds
- 4 • Understand the community needs that led the Board of Commissioners to adopt each of
- 5 the bond orders
- 6 • Assist in developing appropriate informational materials that will address the bond
- 7 orders
- 8 • Assist in designing and implementing a campaign to distribute relevant factual
- 9 information about the bonds to Orange County residents in the most effective and
- 10 efficient manner possible, using multiple media and information outlets
- 11 • Assist in designing and implementing a process for information meetings with civic
- 12 groups, non-profit agencies, neighborhood associations, and other interested parties in
- 13 the community
- 14 • Ensure that equal access to information is provided to all individuals and groups
- 15 • Encourage all voters to participate.

16 A motion was made by Commissioner Pelissier, seconded by Commissioner Jacobs to:

- 17
- 18
- 19 1) review the information above and attached and revise as appropriate;
- 20 2) move forward with establishing the Bond Education Committee;
- 21 3) approve the proposed Committee structure and charge;
- 22 4) direct the Clerk to the Board to contact both school systems and the local housing non-
- 23 profits for potential appointees, and also begin advertisement for residents interested in serving
- 24 on the Committee; and
- 25 5) direct the Clerk to develop an agenda item based on the feedback from the school systems,
- 26 housing groups, and the public in order for the Board to consider making Committee
- 27 appointments at the May 5, 2016 regular Board meeting.
- 28 6) Board of County Commissioners will appoint two co-chairs of the committee.
- 29

30 VOTE: UNANIMOUS

31

32 A motion was made by Commissioner Rich, seconded by Commissioner Pelissier to

33 nominate Commissioner Dorosin and Commissioner Burroughs to be the Commissioner

34 representatives on this committee.

35

36 VOTE: UNANIMOUS

37

38 Chair McKee skipped to appointments and then came back to the Manager's report.

39

40 **8. Reports**

41 NONE

42

43 **9. County Manager's Report**

44 Proposed March 29, 2016 Work Session Topics

- 45 • 2016-2021 Manager's Recommended Capital Investment Plan Presentation
- 46 • Employee Pay & Benefits
- 47 • Orange County Government Workforce Demographics

48 Bonnie Hammersley said the Board members have all received a draft copy of the

49 housing strategic plan. She said the Orange County Housing Director will present the plan for

50 community input on the following dates:

- 1 ○ March 29th, Whitted Building, 6:00 p.m.
- 2 ○ April 5th, BOCC regular meeting – Whitted Building, 7:00 p.m.
- 3 ○ April 6th, Partnership to End Homelessness meeting – Southern Human Service
- 4 Center, 5:30 p.m.
- 5 ○ April 8th, Housing Coalition – Habitat office in Chapel Hill, 9:00 a.m.
- 6 ○ April 11th, Human Rights Commission – Animal Services Facility, Chapel Hill,
- 7 5:30 p.m.
- 8 ○ Date and time TBA, Affordable Housing Advisory Board
- 9

10. County Attorney's Report

11 John Roberts said at the last BOCC meeting that the Department of Environment and
12 Natural Resources was interpreting new stormwater regulations but they would not apply to
13 Orange County. He said he has also heard that buffer regulations are being interpreted, and
14 again Orange County is not a part of that. He said he will forward any information he receives.

11. Appointments

a. Animal Services Hearing Panel Pool – Appointments

17 The Board considered making appointments to the Animal Services Hearing Panel Pool.

18 A motion was made by Commissioner Dorosin, seconded Commissioner Jacobs to
19 appoint the following to the Animal Services Hearing Panel Pool:
20

- 21 • Appointment to a partial term (position #16) “Animal Services Board Member”
22 representative for Caroline Green expiring 03/31/2017.
- 23 • Appointment to a first full term (position #17) “Animal Services Board Member”
24 representative for Beth Groom expiring 03/31/2018.
- 25 • Appointment to a first full term (position #18) “Animal Services Board Member”
26 representative for Michelle Walker expiring 03/31/2019.
- 27
- 28
- 29
- 30

31 VOTE: UNANIMOUS

32 Commissioner Price said she had concerns.

33 Commissioner Dorosin said there are many openings, and the process needs to move
34 forward.
35

36 A motion was made by Commissioner Dorosin, seconded by Commissioner Burroughs
37 to appoint the following to the Panel:
38

- 39 • Marcia Adams to Position #12 –At Large Unincorporated County Position - for a first full
40 term with an expiration date of 3/31/2019.
- 41 • Jean Austin to Position #13 - At Large Unincorporated County Position- for a partial
42 term with an expiration date of 3/31/2017.
- 43 • Cathy Munnier to Position # 14 -At Large Unincorporated County Position -for a first full
44 term with an expiration date of 3/31/2018.
- 45 • Brenda Baldwin Scott to Position #11 -At Large- for a first full term with an expiration
46 date of 3/31/2018.
- 47
- 48

49 VOTE: UNANIMOUS

50

1 **b. Carrboro Planning Board – Appointment**

2 The Board considered making an appointment to the Carrboro Planning Board.

3
4 A motion was made by Commissioner Price, seconded by Commissioner Jacobs to
5 appoint the following to the Carrboro Planning Board:

- 6
7 • Appointment to a 6th full term (Position #1) ETJ position for David Clinton expiring
8 02/28/2019.

9
10 VOTE: UNANIMOUS

11
12 **c. Nursing Home Community Advisory Committee – Appointments**

13 The Board considered making appointments to the Nursing Home Community Advisory
14 Committee.

15
16 A motion was made by Commissioner Pelissier, seconded by Commissioner Price to
17 appoint the following to the Nursing Home Community Advisory Committee:

- 18
19 • Appointment to a partial term (Position #11) At-Large Nursing Home Administration
20 position for Maria Hardin expiring 12/31/2016.

21
22 VOTE: UNANIMOUS

23
24 A motion was made by Commissioner Jacobs, seconded by Commissioner Rich to
25 appoint Ms. Susan Adams to Position #6--- “At-Large” Position----- expiring 03/31/2019.

26
27 VOTE: UNANIMOUS

28
29 **d. Orange County Planning Board – Appointments**

30 The Board considered making appointments to the Orange County Planning Board.

31
32 A motion was made by Commissioner Jacobs, seconded by Commissioner Dorosin to
33 appoint the following to the Orange County Planning Board:

- 34
35 • Appointment to a second full term (Position #1) “Cedar Grove Township” for James Lea
36 expiring 03/31/2019.
37 • Appointment to a first full term (Position #6) “Eno Township” for Laura Nicholson
38 expiring 03/31/2019.
39 • Appointment to a second full term (Position #8) “At-Large” for Paul Guthrie expiring
40 03/31/2019.

41
42 VOTE: UNANIMOUS

43
44 A motion was made by Commissioner Jacobs, seconded by Commissioner Dorosin to
45 appoint Kim Piracci to Position #10--- “At-Large” Position----- expiring 03/31/2019.

46
47 VOTE: UNANIMOUS

48
49
50

1 **12. Board Comments**

2 Commissioner Rich asked John Roberts if he could clarify new rules regarding how
3 elected officials' votes may be affected by leaving the room of a meeting.

4 John Roberts said he has not seen this for counties and there are differences between
5 counties and towns. He said he will get back to the Board with more information.

6 Commissioner Price said she went to the 38th Annual Mental Health Breakfast, which
7 was wonderfully executed. She said she also went to the UNC Climate LEAP program, which is
8 a group of high school students dedicated to the climate and other environmental issues. She
9 said this group of students greatly encouraged her.

10 Commissioner Burroughs said an email was received last week from Health and Human
11 Services regarding the newly defined mental health regions. She asked if information
12 regarding the impact of this could be gathered.

13 Commissioner Dorosin had no comments.

14 Commissioner Pelissier had no comments.

15 Commissioner Jacobs said it is not a positive with a larger entity for mental health and
16 he would like an analysis from staff before the legislative breakfast occurs.

17 Commissioner Price said she and other commissioners from across the state, of all
18 political persuasions, repeatedly expressed concern with this change in the mental health
19 system, but the change was made anyway.

20 Chair McKee said this change was possibly made at the instigation of some of the major
21 players.

22
23 **13. Information Items**

- 24 • March 1, 2016 BOCC Meeting Follow-up Actions List
- 25 • BOCC Chair Letter Regarding Petitions from March 1, 2016 Regular Meeting

26
27 **14. Closed Session**

28
29 A motion was made by Commissioner Dorosin, seconded by Commissioner Jacobs to
30 go into closed session at 9:32 p.m. for the purpose below:

31 "To discuss the County's position and to instruct the County Manager and County Attorney on
32 the negotiating position regarding the terms of a contract to purchase real property," NCGS §
33 143-318.11(a)(5).

34
35 Closed Session Minutes

36
37 "To consider the qualifications, competence, performance, character, fitness, conditions of
38 appointment, or conditions of initial employment of an individual public officer or employee or
39 prospective public officer or employee" NCGS § 143-318.11(a) (6).

40
41 VOTE: UNANIMOUS

42
43 **RECONVENE INTO REGULAR SESSION**

44
45 A motion was made by Commissioner Dorosin, seconded by Commissioner Jacobs to
46 reconvene into regular session at 10:35 p.m.

47
48 VOTE: UNANIMOUS

49
50

1 **15. Adjournment**

2 A motion was made by Commissioner Dorosin, seconded by Commissioner Jacobs to
3 reconvene into regular session at 10:35 p.m.

4

5

6 VOTE: UNANIMOUS

7

8

9 Donna Baker, Clerk to the Board

10

11

12

13

14

Earl McKee, Chair

1
2
3 DRAFT

4 **MINUTES**
5 **BOARD OF COMMISSIONERS**
6 **Work Session**
7 **March 29, 2016**
8 **7:00 p.m.**

9 The Orange County Board of Commissioners met in a work session on Tuesday, March 29,
10 2016 at 7:00 p.m. at the Southern Human Services Center, in Chapel Hill, N.C.

11
12 **COUNTY COMMISSIONERS PRESENT:** Chair McKee and Commissioners Mia Burroughs,
13 Mark Dorosin, Barry Jacobs, Bernadette Pelissier, Renee Price and Penny Rich

14 **COUNTY COMMISSIONERS ABSENT:**

15 **COUNTY ATTORNEYS PRESENT:** John Roberts

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

19
20 Chair McKee called the meeting to order at 7:03 p.m.

21 Chair McKee noted the following items at the Commissioners' places:

- 22 - white sheet – for item 1, additional information
- 23 - PowerPoint presentation for item 1
- 24 - yellow sheet – replacement for attachment B in Item 2: Current Monthly Premium Equivalent
25 Cost Share
- 26 - PowerPoint presentation for item 3

27
28 **1. Presentation of Manager's Recommended FY 2016-21 Capital Investment Plan**
29 **(CIP)**

30
31 **BACKGROUND:**

32 For over 20 years, the County has produced a Capital Investment Plan (CIP) that establishes a
33 budget-planning guide related to capital needs for the County as well as Schools. The current
34 CIP consists of a 5-year plan that is evaluated annually to include year-to-year changes in
35 priorities, needs, and available resources. Approval of the CIP commits the County to the first
36 year funding only of the capital projects; all other years are used as a planning tool and serves
37 as a financial plan.

38
39 **Capital Investment Plan – Overview**

40 The FY 2016-21 CIP includes County Projects, School Projects, and Proprietary Projects. The
41 School Projects include Chapel Hill Carrboro City Schools, Orange County Schools, and
42 Durham Technical Community College – Orange County Campus projects. The Proprietary
43 Projects include Water and Sewer, Solid Waste Enterprise Fund, and Sportsplex projects.

44
45 The CIP has been prepared anticipating continued slow economic growth of between 1-2%
46 annually over the next five years. Many of the projects in the **CIP will rely on debt financing**
47 **to fund the projects.**

48
49 **FINANCIAL IMPACT:** There is no immediate financial impact associated with the presentation
50 of the FY 2016-21 Capital Investment Plan. It is a long-range financial planning tool with a
51 financial impact in FY 2016-17, if the first year of the CIP is approved by the Board of County

Commissioners with the adoption of the Annual Budget. If the Board of County Commissioners approves the Recommended CIP as presented, the cumulative 5-year tax rate equivalent for the estimated highest debt service payment is expected to range from 4.74 cents up to 5.86 cents per \$100 of assessed valuation.

RECOMMENDATION(S): The Manager recommends the Board receive the presentation of the Manager's Recommended FY 2016-21 Capital Investment Plan and provide direction to staff in preparation of the April 7, 2016 Budget work session.

Bonnie Hammersley said this presentation is being given in preparation for the April 7th work session, in the hope that it will generate questions.

Bonnie Hammersley referred to hand out at the Commissioners' places, noting that the text did not wrap, and it is missing the third line of the paragraph. She noted the remainder of this paragraph is on page 143, and it states: *the Board does hereby adopt, in principal, a policy of allocating a target of 60 percent of capital expenditures for school project, and 40 percent of capital expenditures for County projects over the decade, beginning in calendar year 2005.replacement page.*

Bonnie Hammersley said last year's CIP presentation did not include this analysis of the decade, and it has been included this evening, along with the County Manager's recommended CIP for the current year.

Bonnie Hammersley presented the following PowerPoint:

County Manager's Recommended FY2016-21 Capital Investment Plan (CIP)

March 29, 2016 Presentation

Southern Human Services Center

Overview

- The Capital Investment Plan (CIP) is a budget plan that is evaluated annually to include year-to-year priorities with associated resources.
- The CIP includes detailed information for the first 5 years of the plan, and an overview of future plans for the remaining 6 through 10 years.
- The Board of Orange County Commissioners (BOCC) will amend and adopt the first year (FY2016-17) of the CIP.

Document includes the following sections/tabs:

- Transmittal Letter
- CIP Summaries
- County Projects
- Proprietary Projects
- School Projects
- Appendices (Debt Service, Debt Capacity, and Policies)

FY 2016-21 Orange County CIP Projects County-Wide Summary – Appropriations graph

FY 2016-21 Orange County CIP Projects County-Wide Summary – Revenues-graph

Continuation Funding

FY2016-17

- Southern Branch Library - \$6.38 million
- Detention Facility - \$500,000
- Historic Rogers Road Sewer Project - \$5.68 million

- Conservation Easements - \$500,000

Commissioner Jacobs asked if the size of this library has been defined.

Bonnie Hammersley said a net size of 10,000 to 12,000 square feet.

Chair McKee said \$472,000 was allocated for the library this year, which was not spent, and asked if this money will track forward.

Bonnie Hammersley said yes.

Commissioner Rich asked if there are any plans yet from Carrboro.

Bonnie Hammersley said the Town is doing a space study, and the County is waiting for the study to be completed before moving forward.

Commissioner Rich said there was strong support for an urban library and suggested keeping this in mind when pricing and sizing this library.

Commissioner Jacobs said there was a point, a few years back, where they had monies set aside for this Carrboro library. He asked if the outcome of this funding is known.

Paul Laughton, Orange County Finance and Administrative Services, asked if Commissioner Jacob was referring to prior year funding.

Commissioner Pelissier said the money was set aside from the sale of property.

Paul Laughton said the funds are reflected on page 31 of the CIP.

Bonnie Hammersley said more information will be brought to the April 7th work session.

Policy Priorities

- School Capital Improvements - \$47.6 million
- Affordable Housing - \$3.5 million
- Community Centers - \$35,000
- Senior Centers - \$990,000 Seymour Center
- Economic Development (Water and Sewer) - \$145,000
- Accessibility and Security Improvements - \$190,000
- EMS Substation Co-location - \$500,000

Chair McKee asked if money is set aside for the proposed extension of water and sewer under I-40, in the Hillsborough Economic Development District (EDD).

Bonnie Hammersley said yes.

Commissioner Jacobs asked if there is an update on the Eno EDD.

Bonnie Hammersley said there is \$120,000 for design and easement acquisitions, along with construction.

Commissioner Jacobs asked if an agreement with Durham has been reached.

Craig Benedict, Planning and Inspections Director, said Durham is making some improvements on its side, so that Orange County can flow into it. He said details of the agreement are currently being refined.

Commissioner Jacobs asked if this plan is different to a previous one.

Craig Benedict said yes.

Commissioner Jacobs asked if the Board could see the updated plan at the April 7th meeting.

Craig Benedict said yes.

Commissioner Rich asked if there is a large cost difference between these two plans.

Craig said yes, and the current plan is not as costly.

Commissioner Pelissier recalled discussion about changing the configuration of the Eno EDD because not all of it could be serviced.

Craig Benedict said that is correct, and the original Eno EDD was over 600 acres. He said about 150 acres will be served with this new plan.

1 Commissioner Pelissier said it would be helpful to include these updated numbers in the
2 documentation.

3 Commissioner Jacobs suggested holding a community meeting at the Murphy School to
4 provide an update about the Eno EDD.

5 Craig Benedict said he would put together a meeting as the plans are narrowed down.

6 Chair McKee asked if Durham will do its sewer expansion with or without the
7 involvement of Orange County.

8 Craig Benedict said the improvements were necessary either way. He said Durham has
9 not yet asked for any contribution from Orange County, and after the flows are developed they
10 will be shared with Orange County.

11 **Parks, Open Space, and Trail Development**

- 12 • Blackwood Farm Park - \$1.26 million
- 13 • Cedar Grove Park – Phase II - \$60,000
- 14 • Mountains to Sea Trail - \$521,000
- 15 • Hollow Rock Nature Park (New Hope Preserve) - \$235,000
- 16 • River Park – Phase II - \$50,000
- 17 • Little River Park – Phase II - \$100,000
- 18 • Fairview Park Access with Parking Improvements - \$325,000

19 **Information Technology and Communications**

- 20 • Information Technology Infrastructure - \$500,000
- 21 • Technology Improvements - \$500,000
- 22 • Fiber Connections for County facilities - \$60,000
- 23 • BOCC Technology Initiatives - \$50,000
- 24 • Communication System Improvements - \$166,000

25 **Critical Infrastructure Improvements**

- 26 • Hardened 911 Center - \$980,000
- 27 • Southern Human Services Center – \$300,000

28 ***Other Critical Infrastructure Improvements***

- 29 • Facility Roofing Projects - \$206,700
- 30 • Historic Courthouse Square - \$40,000
- 31 • Generator Projects - \$375,000

32 Commissioner Jacobs asked if there are specific reasons to have generators at
33 community centers.

34 Bonnie Hammersley said community centers may need to serve as shelters during
35 inclement weather.

36 Commissioner Jacobs said he thought designated shelters already existed.

37 Bonnie Hammersley said yes, but after speaking with staff involved in sheltering, there is
38 a feeling that it would be advantageous to use County facilities for sheltering.

39 Commissioner Jacobs said there had been discussion about a shelter with Mebane at
40 Gravelly Hill Middle School, and Mebane was interested in partnering on this issue. He said he
41 would like to see some priorities determined in reference to the purchase and usage of
42 generators.

43 Commissioner Price said she is in favor of generators at community centers as a back-
44 up sheltering facility.

45 Bonnie Hammersley reviewed the highlights for the items below.

1 Bonnie Hammersley said the reason the Agricultural/Environmental Center is not in
2 2016-17 is because community involvement is desired, which will take some time; thus it is
3 pushed out to 2017-18.

4 Bonnie Hammersley said the Local Government Commission has pushed for the
5 Requests For Proposals (RFP) to be complete prior to going out to bid.

6
7 **Future Capital Projects:**

8 **FY2017-18**

- 9 • School Capital Improvements – \$8.3 million
- 10 • Economic Development (Water/Sewer) – \$895,000
- 11 • Solid Waste – \$1.1 million
- 12 • Southern Orange Campus – \$2 million
- 13 • Southern Human Services Center – \$5.2 million
- 14 • Information Technology – \$1.5 million
- 15 • Detention Facility – \$20.6 million
- 16 • Environment & Agriculture Center – \$3.15 million
- 17 • EMS Substations – \$1.2 million
- 18 • Blackwood Farm Park – \$1.8 million
- 19 • Efland-Cheeks Community Center – \$391,000
- 20 • Facility Renovation and Repairs – \$180,000

21
22 **Future Capital Projects:**

23 **FY2018-19 (second draw of the bond)**

- 24 • School Capital Improvements – \$47.8 million
- 25 • Economic Development (Water and Sewer) – \$375,000
- 26 • Solid Waste – \$1.1 million
- 27 • Information Technology – \$1.5 million
- 28 • Affordable Housing – \$2.5 million
- 29 • EMS Substations – \$1.5 million
- 30 • Blackwood Farm Park – \$2.6 million
- 31 • Cedar Grove Park – \$1.5 million
- 32 • Mountains to Sea Trail – \$700,000

33
34 Commissioner Jacobs asked if there is a specific purpose for the \$1.1 million for Solid
35 Waste.

36 Paul Laughton said there is a Solid Waste Convenience Center (SWCC) at High Rock,
37 and much of the funds are for equipment and replacements, which is on the replacement
38 schedule. He said there is also a future SWCC at Ferguson Road in 2019-20.

39 Commissioner Jacobs asked if there is a plan in place, should the need for a transfer
40 station be discussed in the next couple of years.

41 Bonnie Hammersley said such a discussion would change the CIP.

42 Commissioner Jacobs said alternatives should be discussed in order to show sincerity to
43 our partners on the solid waste issue. He said the County does not own High Rock SWCC, and
44 he would like to review the lease renewal when it comes up.

45
46 **Future Capital Projects**

47 **FY2019-20**

- 48 • School Capital Improvements – \$7.8 million
- 49 • Economic Development (Water /Sewer) – \$2.1 million

- 1 • Solid Waste – \$2.1 million
- 2 • Information Technology – \$1.5 million
- 3 • EMS Substations – \$600,000
- 4 • Soccer Center Phase II – \$4.6 million
- 5 • Lands Legacy - \$500,000
- 6 • Millhouse Road Park – \$6.4 million

8 **FY2020-21 (final draw of bond funds)**

- 9 • School Capital Improvements – \$47.9 million
- 10 • Economic Development (Water/Sewer) – \$25,000
- 11 • Solid Waste – \$800,000
- 12 • Southern Orange Campus – \$2 million
- 13 • Information Technology – \$1.5 million
- 14 • EMS Substations – \$1.5 million
- 15 • Bingham District Park – \$6.7 million
- 16 • Lands Legacy - \$500,000
- 17 • Northeast District Park – \$7.7 million
- 18 • Twin Creeks Park, Phase II – \$3.8 million

20 **Appendices**

- 21 • Debt Service and Debt Capacity
- 22 • General Fund – maintains the 15% debt capacity
- 23 • Water and Sewer Projects (Article 46 Sales Tax proceeds)
- 24 • Capital Funding, Debt Management, and Fund Balance Management Policies

26 **Document Availability**

- 27 • Clerk to the Board of Commissioners
- 28 • County Finance and Administrative Services Office
- 29 • Orange County Libraries
- 30 • Orange County Website: www.orangecountync.gov

31
32 Commissioner Dorosin referred to page 143, and asked if clarification could be given, at
33 the April 7th meeting, regarding how school construction impact fees fit into the bond funds and
34 the CIP.

36 **2. Employee Benefits and Pay Review**

38 **BACKGROUND:**

39 The County provides employees with a comprehensive benefits plan, including health, dental
40 and life insurance, an employee assistance program, flexible compensation plan and paid leave
41 for permanent employees. Additionally, the County contributes to the Local Governmental
42 Employees' Retirement System and a supplemental retirement plan. The County has been self-
43 funded since January 1, 2014 for medical and pharmacy plans and continues to be self-insured
44 for the dental plan. The County transitioned from a twelve-month calendar plan year to a
45 twelve-month fiscal plan year in 2015 aligning with the County's fiscal year. In February 2015,
46 the Board of County Commissioners approved Gallagher Benefit Services (GBS) as Broker of
47 Record for the administration of benefit programs, which include health, dental, vision, and other
48 voluntary programs for employees and retirees.

49

Health Insurance

Almost all full time and part time employees participate in the County's group health insurance plan. As of January 16, 2016, the plan covered 871 employees and 160 County retirees under the age of 65. Enrollment data is detailed in Attachment A.

Since the County's insurance plan is self-funded, the County uses a third party administrator (TPA) to administer and manage claims. To take advantage of changing market dynamics and services, the County periodically solicits proposals from companies offering TPA services. The County conducted a competitive solicitation this year through its broker and is in the process of negotiating a final contract with the most responsive and qualified provider for FY2016/2017. A recommendation on the identity of the provider is scheduled for consideration by the Board of Commissioners on April 5.

Based on the initial solicitation results, the County's broker has estimated that total health insurance costs next fiscal year will remain flat or decrease slightly. As a result, no plan design changes are recommended. All covered benefits, co-pays, co-insurance and deductibles are expected to remain the same.

If the budget for health insurance is decreased, the premium equivalents charged to employees will be adjusted accordingly. Employees currently pay a share of the premium for most of the plan options. Attachment B shows the current monthly and bi-monthly cost share of premium equivalents.

Dental and Vision Insurance

Delta Dental is the County's current dental provider and Community Eye Care provides the County's vision plan. As part of three-year contract, the County will continue providing dental coverage through Delta Dental. The current budget for dental insurance coverage is approximately \$320,000 annually. No increase in premium is recommended for FY 2016-2017. In fact, the County will improve the dental plan design by removing diagnostic and preventative services from the annual maximum covered services to promote preventative oral health care. The bi-monthly employee cost share of dental and vision premiums are also provided in Attachment B.

Other Employee Programs

The County will continue to partner with representatives of the UNC Wellness @ Work program to offer health screenings to all employees. In the fall of 2016, the Health and Human Resources Departments coordinated flu clinics for employees, and Human Resources held two Breast Cancer Awareness Days (for mammograms) at UNC Radiology in Hillsborough. See Attachment A for more detail on Employee Wellness Activities and Orange County Sportsplex enrollment.

Compression Review

Compression has been a growing concern among directors and employees and was ranking highly during the Department Director's prioritization of internal needs. Pay compression occurs when the difference between two salary grades or between two employees within the same salary grade is too small without an intentional, reasonable pay policy to explain that difference. A classic example of pay compression occurs when new employees are hired at the same or higher rates as employees who have been employed by the organization for several years. In this case, market rates for certain positions may have advanced beyond the salaries paid to current employees. The organization is compelled to pay market rates to attract well-qualified new employees but does not feel the same pressure to increase the salaries of current

1 employees. As a result, the pay of these employees is compressed with respect to their time
2 and experience within the organization.

3
4 To help quantify this issue for Orange County, Human Resources contracted with Gallagher
5 Benefit Services Inc.'s Fox Lawson Group (FLG) to conduct a Compensation Philosophy
6 Development and Pay Compression Study. The study found that the County experiencing pay
7 compression at most grades in the salary schedule. The compression has been caused by
8 several different issues but is primarily due to the absence of a mechanism to move existing
9 employees forward in the salary plan. Compression was also caused by structural issues within
10 the current classification plan and lack of a strong pay philosophy across hiring managers.

11
12 The County Manager's Recommended Operating Budget for FY 2016-17 is expected to include
13 a recommendation to begin addressing salary compression.

14 Meritorious Service Awards

15
16 The Code of County Ordinances Section 28-61 provides a program of Meritorious Service
17 Awards to financially reward employees whose work performance and accomplishments are
18 exceptional or superior. Section 28-61 (c) provides that the award amount is subject to the
19 Board of Commissioners' annual approval of funding. It also establishes award levels at \$1,500
20 for exceptional performance and \$750 for superior performance. The performance incentives
21 are paid as one-time payment, which does not become a part of an employee's annual base
22 salary.

23
24 The current Meritorious Service Award program is being administered using three award tiers.
25 The current program recognizes exceptional performance with a \$1,000 payment and superior
26 and proficient performance with a \$500 payment. As currently administered, the ordinance and
27 current practice are not aligned.

28
29 The County Manager's Recommended Operating Budget for FY 2016-17 is expected to address
30 these inconsistencies and make the award levels more granular.

31
32 Brenda Bartholomew, Orange County Human Resources Director, presented the
33 following Power Point:

34 Employee Benefits and Pay Review

35 Insurance Programs

36 Compression

37 Meritorious Service Awards

38 Brenda Bartholomew

39 March 29, 2016

40 Insurance Programs

- 41 • Self-funded since 2014
- 42 • Transitioned to a Fiscal Year renewal in 2015
- 43 • Contracted with Gallagher Benefit Services (GSB) as Broker of Record in 2015
- 44 • Third Party Administrator (TPA) Solicitation – County Manager Recommendation at the
45 BOCC April 5, 2016 Meeting

46 Budget Recommendations FY 2016/2017

- 47 • Total Health Insurance Costs will remain flat or decrease slightly
- 48 • If rate decrease, premium equivalent will be decreased

- 1 • No change to covered benefits, co-pays, co-insurance or deductibles
- 2 ❖ FY2015/2016 budget is approximately \$11.6M
- 3 ○ Active employees and members = \$9.8M
- 4 ○ Active retirees under age 65 and members = \$1.8M
- 5 ○ As of 2/2016 budget spend is approximately \$6M (51% of total budget)
- 6 ❖ As of 1/16/16
- 7 ○ 871 employees (96%) and 160 retirees enrolled in a health plan
- 8 ○ 1480 members and 187 retiree members enrolled in a health plan
- 9 • Dental Insurance Costs will remain flat
- 10 • Current budget for dental insurance coverage is approximately \$320,000
- 11 • No increase in premium is recommended for FY 2016-2017
- 12 • Improve the dental plan design by removing diagnostic and preventative services from
- 13 the annual maximum covered services to promote preventative oral health care
- 14 ❖ Annual maximum coverage is \$1,200 per year

15 Quick Points of Comparison

16 The NC Healthcare Benefits & Cost Survey is conducted annually by Capital Associated
17 Industries (CAI).

- 18 • On average, traditional premiums have increased by about 5% annually over the past 5
- 19 years.
- 20 • Employee (EE) vs. employer contributions to traditional plan premiums has remained
- 21 fairly constant, even as costs continue to increase. On average, employers cover **82%**
- 22 and **53%** of individual and family premiums, respectively.

23 Orange County

- 24 • Based on the general fund actual expenditures for health insurance, Orange County's
- 25 costs have increased over 3 years on average 5.63%
- 26 • Orange County pays **100%** of individual and approximately **65%** of family premiums.
- 27 • This changed from 52% over the past few years when the County elected to absorb total
- 28 rate increases.

29 2015/2016 North Carolina Healthcare Benefits & Cost Survey (chart)

30 Capital Associated Industries

31 Compression is caused when...

- 32 • there is not a mechanism to move existing employees forward in the salary plan (years
- 33 of service or in-range performance)
- 34 • new hired employees are brought in at equal or higher pay than employees with more
- 35 longevity at the same position
- 36 • salary adjustments over the last 6 years have typically been lower than market
- 37 adjustments

38 New Hires vs Employees (graph)

39 Compression Analysis (graph)

40 Overall Analysis

41 Meritorious Service Awards

- 42 • The Ordinance provides a program of Meritorious Service Awards to financially reward
- 43 employees whose work performance and accomplishments are exceptional or superior.
- 44 ❖ \$1,500 for exceptional performance

- ❖ \$750 for superior performance
- The current Meritorious Service Award program is being administered using three award tiers.
 - ❖ exceptional performance with a \$1,000 payment
 - ❖ superior and proficient performance with a \$500 payment

Commissioner Rich asked if the percentage of employees that get some sort of bonus could be given.

Brenda Bartholomew said she would bring back that information.

Commissioner Rich asked if there is a process for receiving these employee bonuses.

Bonnie Hammersley said bonuses are given as part of an employee's annual performance evaluation, and it is very subjective. She said staff is working to bring forth a more objective process with stated criteria.

Commissioner Rich said she is not fond of random merit awards.

Commissioner Jacobs said he is confident that Brenda Bartholomew and the Manager will come up with a less arbitrary process to address this issue.

Commissioner Pelissier asked if other counties have as many pay grades as Orange County.

Brenda Bartholomew said Orange County is not an unusual county, but may be on the high end of a comparison.

Commissioner Pelissier said in order to change pay grades, one must have one's position reclassified. She asked if grades could have different categories within them, so that salary increases could occur without reclassification.

Brenda Bartholomew said her office may be looking at collapsing two pay grades into one, as well as some other options, all of which is currently being studied in detail.

3. Review of Workforce Demographics and Utilization of Temporary Employees

BACKGROUND:

The Board of County Commissioners requested information regarding the current workforce profile of Orange County and requested follow up information regarding the current employment of temporary employees.

Orange County Government is committed to equal employment opportunity and affirmative action to employ and advance in employment qualified women, minorities, protected veterans, and individuals with disabilities. All applicants and employees are treated equally without regard to their protected veteran status, race, religion, national origin, gender, age, marital status, disability, pregnancy, sexual orientation, gender identity or expression, genetic information, or any other basis protected by applicable law.

Attachment A of the power point shows in detail the Workforce Race and Gender data by classification for Orange County as of June 30, 2015. This data is reported as part of the EEO-4 Report filed with the Equal Opportunity Commission on September 30, 2015, as per Section 709 (c), Title VII, Civil Rights Act of 1964.

In comparing the Orange County government statistics to Orange County and the State of North Carolina, Orange County Government needs to focus most on efforts to improve diversity in the Hispanic or Latino and Asian populations.

In an effort to improve diversity in the areas of greatest need, the Human Resources Department is continually working with Departments to recognize the need for employees to be

1 bi-lingual and as such recruit accordingly. The Human Resources Department has also
 2 implemented two Board of County of Commissioners initiatives within the past year. These
 3 initiatives include an Internship Program and Access to Learning the Spanish Language.

4
 5 The Internship Program is focused on providing a learning experience to a student in order for
 6 them to blend classroom theory with real-life practice. Human Resources will recruit from many
 7 universities and colleges in the area bringing in a diverse representation of students. The
 8 internships are designed to give students an opportunity to complement their formal education
 9 with career-related experience and to spark an interest in pursuing a career in local government.

10
 11 The Board of County Commissioners also requested that all County employees have access to
 12 Spanish language education in an effort to provide high quality services to residents. The
 13 Human Resources Department is prepared to offer in-house training for Basic Introduction to
 14 the Spanish Language and to provide the Rosetta Program in the Employee Development
 15 Library.

16 17 Work Assignments of Temporary Employees

18 Temporary employees play a critical role within departments and contribute to the mission of
 19 serving Orange County residents effectively and efficiently. It is also equally important to utilize
 20 temporary employees in an appropriate manner and afford them access to health care as
 21 required under the Affordable Care Act. Temporary employees are different from part time
 22 employees. Temporary employees are time limited and do not receive access to County
 23 benefits. Part-time employees work less than full time, but the duration of their employment is
 24 not limited.

25
 26 A Temporary Employee is defined as an employee appointed to serve in a position for a period
 27 of six calendar months or less. A Department Head may extend the temporary appointment for
 28 six additional months. A temporary appointment may not extend beyond one year except as
 29 provided in Article II, Subsection 28-15(b) of the Orange County Code of Ordinances. Overall,
 30 this section states that a new temporary appointment may be made for up to six months and
 31 may be extended for six additional months, not to exceed a total of one year. The advance
 32 approval of the Human Resources Director is for the purpose of assuring that temporary
 33 appointments are used to meet temporary work needs. The County Manager may approve the
 34 extension of a temporary appointment beyond one year.

35 Temporary employees may work a variety of reasons, and in differing capacities including:

- 36 • A regular work schedule to fill a temporary need subject to the limitations described
- 37 above. The duration of a grant-funding period.
- 38 • When considered seasonal, an employee is required to work a defined time period and
- 39 may return year after year. Most seasonal employees hired to work in this capacity are
- 40 at the Department of Environment, Agriculture, Parks and Recreation (DEAPR).
- 41 • On an as needed basis. Primarily this is the hire of Election Workers.
- 42 • When filling a position vacated because a permanent employee is on leave or during the
- 43 time period to process the filling of vacancies.
- 44 • As a participant in the Workforce Investment Act (WIA) (Department of Social Services
- 45 youth employment grant) or Work First Program, which services parents of children with
- 46 little or no income.
- 47 • As an Intern, for educational purposes.

48
 49 The Orange County Code of Ordinances Section 28-36 provides permanent employees both
 50 full-time and part-time (regularly scheduled at least 20 hours each workweek) with group health

1 insurance. The County has been pro-active in appropriately identifying positions, which need to
 2 be classified as permanent as per the Personnel Section of the Orange County Code of
 3 Ordinances and the Affordable Care Act requirements.
 4

5 Action Agenda Item 3, dated September 11, 2014 is provided as Attachment B, which analyzed
 6 the use of temporary employees at the request of the Board of County Commissioners. It was
 7 determined that there were some employees working in hours in excess of what the Affordable
 8 Care Act allows as well as outside the desire of the Board. As part of the FY 2015/16 budget
 9 adoption, positions were subsequently made permanent. These positions included three
 10 Orange Public Transportation Drivers and a Weighmaster at the Department of Solid Waste.
 11

12 Action Agenda Item 5, dated April 17, 2008 is provided as Attachment C, which shows the
 13 transition of funding positions from a long term temporary services status to permanent
 14 positions meeting County staff needs.
 15

16 The Human Resources Department will continue to work to make sure that Orange County is
 17 compliant with the requirements of the Affordable Care Act and the North Carolina Retirement
 18 System as well as meeting the needs of each department and appropriately offering benefits to
 19 employees when applicable. More specifically, the Human Resources Department will continue:

- 20 • Reviewing the work of temporary employees to make sure they are appropriately
 21 classified as per the County Ordinance and make changes as necessary.
- 22 • Monitoring temporary employees working more than 12 months or 1,000 hours in a
 23 calendar year as required by the Retirement System.
- 24 • Monitoring hours worked by temporary employees to ensure that all employees eligible
 25 for health insurance benefits are appropriately notified and enrolled.

26 Also, the Affordable Care Act requires certain employers (applicable large employers), which
 27 includes Orange County to offer health insurance coverage to full-time employees and their
 28 dependents and requires those employers to send an annual statement to all employees eligible
 29 for coverage describing the insurance coverage available to them (IRS Section 6055) as well as
 30 the detail of an employee's actual insurance coverage (IRS Section 6056). The County has
 31 filed accordingly and no issues have been identified as non-compliant.

32 Brenda Bartholomew presented the following PowerPoint:
 33

34 **Workforce Demographics and Utilization of Temporary Employees**

35 **Brenda Bartholomew**

36 **March 29, 2016**
 37

38 **Minorities in the Workplace (table)**

- 39 • The following table demonstrates the percentage of minorities in the workplace since
 40 June 30, 2014 through March 2016.
 41

42 **Goals to Improve Diversity**

43 Implemented two BOCC Initiatives within the past year

- 44 • Internship Program
 - 45 ❖ Provide a learning experience to students in order for them to blend classroom
 46 theory with real-life practice.
 - 47 ❖ Recruit from many universities and colleges within the area bringing in a diverse
 48 representation of minorities.
 - 49 ❖ Designed to give students an opportunity to complement their formal education
 50 with career-related experience.
 - 51 ❖ Spark an interest in pursuing a career in local government.

- 1 • Access to Learning the Spanish Language
- 2 ❖ The Board of County Commissioners desires access for all County employees
- 3 the ability to learn Spanish.
- 4 ❖ Provide in-house training for Basic Introduction to the Spanish Language
- 5 ❖ Place the Rosetta Program in the Employee Development Library. Continue to
- 6 work with Departments to recognize the need for employees to be bi-lingual and
- 7 as such recruit accordingly.
- 8 • Identify and Designate More Bi-lingual Classifications
- 9

10 Commissioner Jacobs suggested moving funds for the tuition reimbursement program to
11 the Rosetta program, or another bilingual program.

12 Brenda Bartholomew said there could be a remarketing of the tuition reimbursement
13 program. She said there is a premium “bilingual pay” that is 3% of an employee’s base pay, for
14 those who utilize bilingual skills during the workday.

15 Commissioner Dorosin suggested, going forward, to identify key departments, or
16 positions within a department, that have a lot of direct public engagement, and to insure there
17 are bilingual employees working there.

18 **Work Assignments of Temporary Employees**

19 Temporary employees may work a variety of reasons, and in differing capacities including:

- 20 • A regular part-time work schedule for periods longer than six months to a year to fill a
- 21 temporary need.
- 22 • The duration of a grant-funding period.
- 23 • Seasonal employment.
- 24 • On an as needed basis.
- 25 • When filling a position vacated because a permanent employee is on leave or during the
- 26 time period to process the filling of vacancies.
- 27 • As a participant in the Workforce Investment Act (WIA) (DSS youth employment grant)
- 28 or Work First Program, which services parents of children with little or no income.
- 29 • As an Intern, for educational purposes
- 30
- 31

32 **County Actions**

33 The County has been pro-active in appropriately identifying positions which need to be
34 classified as permanent as per the Personnel Section of the Orange County Code of
35 Ordinances and the Affordable Care Act requirements.

- 36 • Action Agenda Item 5, dated April 17, 2008
- 37 • Action Agenda Item 3, dated September 11, 2014
- 38 • It was determined that there were some employees working in hours in excess of what
- 39 the Affordable Care Act allows as well as outside the desire of the Board. As part of the
- 40 FY 2015/16 budget adoption, positions were subsequently made permanent.

41 **Overview of Temporary Utilization**

- 42 • Human Resources will continue to ...
- 43 • Review the work of temporary employees to make sure they are appropriately classified
- 44 as per the County Ordinance and make changes as necessary.
- 45 • Monitor temporary employees working more than 12 months or 1,000 hours in a
- 46 calendar year as required by the Retirement System.
- 47 • Monitor hours worked by temporary employees to ensure that all employees eligible for
- 48 health insurance benefits are appropriately notified and enrolled as per the Affordable
- 49 Care Act.
- 50

1 Commissioner Dorosin asked if the number and type of temporary employees could be
2 identified.

3 Commissioner Dorosin said of the 178 temps this year, how many were full time
4 temporary positions and how many were part time temporary positions.

5 Commissioner Dorosin said he is encouraged that the analysis was done and that many
6 temps were recognized as permanent employees.

7 Commissioner Rich asked if the temporary employees fit into the racial background of
8 employees.

9 Brenda Bartholomew said yes.

10 Commissioner Jacobs asked if there is a category for disabled employees.

11 Brenda Bartholomew said disabilities are self-reported, so if one chooses to disclose,
12 then the County is aware. She said there have been a handful of requests for reasonable
13 accommodation over the past few years, and she will look further on this issue.

14
15 A motion was made by Commissioner Price, seconded by Commissioner Dorosin to
16 adjourn the meeting at 9:10 p.m.

17
18 VOTE: UNANIMOUS

19
20
21
22 Donna Baker, Clerk to the Board

23
24
25 Earl McKee, Chair

26
27

ORD-2016-014

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

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

SUBJECT: Fiscal Year 2015-16 Budget Amendment #8

DEPARTMENT: Finance and Administrative
Services

ATTACHMENT(S):

- Attachment 1. Budget as Amended
Spreadsheet
- Attachment 2. Year-To-Date Budget
Summary

INFORMATION CONTACT:

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

PURPOSE: To approve budget and grant project ordinance amendments for fiscal year 2015-16.

BACKGROUND:

REVENUES:

Department of Environment, Agriculture, Parks, & Recreation

1. The Department of Environment, Agriculture, Parks, & Recreation anticipates additional revenue for the following programs:
 - **Facility Rentals** – receipt of \$3,000 from rental of facilities to be used for seasonal staff and supplies.
 - **Athletic Rentals** – receipt of \$4,000 from rental of facilities to be used for seasonal staff and supplies.
 - **Concessions**– receipt of \$8,500 from rental of facilities to be used for seasonal staff and supplies.
 - **Athletic Fees** – receipt of \$7,500 from rental of facilities to be used for seasonal staff and supplies.

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

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

- **GOAL: CREATE A SAFE COMMUNITY**

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

Funding for these recreation programs provides team-oriented opportunities for youth across Orange County, helping to offer a healthy and supportive framework and activity alternative.

Department on Aging

2. The Department on Aging anticipates additional revenue for the following programs:
 - **Medicare Improvements for Patients and Providers Act (MIPPA)** – receipt of \$3,500 from the Triangle J Council of Governments (TJCOG). These funds will be used for outreach on services available through the SHIP and low income subsidy programs.
 - **Older Adults Wellness Programs** – Based on current year and historical collections, the Department on Aging anticipates receiving additional revenue of \$19,000 in wellness class fees, which will pay wellness instructors and class expenses related to the Senior Citizen Health Promotion Wellness Program. The department also anticipates receiving an additional \$4,000 from the senior centers' "Fit Feet" services, which will procure medical supplies and nursing support. This budget amendment amends the current Senior Citizen Health Promotion Grant Project Ordinance as follows:

Senior Citizen Health Promotion Wellness Grant (\$23,000) - Project # 294303

Revenues for this project:

	Current FY 2015-16	FY 2015-16 Amendment	FY 2015-16 Revised
Senior Citizen Wellness Funds	\$134,935	\$23,000	\$157,935
Total Project Funding	\$134,935	\$23,000	\$157,935

Appropriated for this project:

	Current FY 2015-16	FY 2015-16 Amendment	FY 2015-16 Revised
Senior Citizen Wellness	\$134,935	\$23,000	\$157,935
Total Costs	\$134,935	\$23,000	\$157,935

This budget amendment provides for the receipt of these additional funds. (See *Attachment 1, column 2*)

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

- **GOAL: FOSTER A COMMUNITY CULTURE THAT REJECTS OPPRESSION AND INEQUITY**

The fair treatment and meaningful involvement of all people regardless of race or color; religious or philosophical beliefs; sex, gender or sexual orientation; national origin or ethnic background; age; military service; disability; and familial, residential or economic status.

All of the additional funding available to the Department on Aging supports the maintenance/expansion of its programs and services. While available to all Orange

County residents age 60 years and older the target population for these services is those residents in greatest social and economic need.

Health Department

3. The Health Department received notification of the following additional revenues:
- **Food & Lodging** – receipt of an additional \$5,443 in food & lodging funds from the North Carolina Department of Health and Human Services. These funds will be used to purchase additional departmental supplies for the Food & Lodging program.
 - **Personal Health Nutrition Program** – the Personal Health Nutrition Program was awarded \$3,500 in a Diabetes Smart Mini Grant from Wilkes County. Wilkes County is the contact/lead agency for the region that includes Orange County in the Regional Diabetes Smart Program. The funds will be used for travel and training costs for the regional Diabetes Conference in May 2016 and for diabetes related supplies.

This budget amendment provides for the receipt of these additional funds. (See *Attachment 1, column 3*)

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

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

Cooperative Extension

4. Cooperative Extension has received notification of \$15,569 in additional funding from the North Carolina Agricultural Foundation. These additional funds will be used for the Farm-To-Fork event held at the Breeze Farm.

This budget amendment provides for the receipt of these additional funds. (See *Attachment 1, column 4*)

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

- **GOAL: ESTABLISH SUSTAINABLE AND EQUITABLE LAND-USE AND ENVIRONMENTAL POLICIES**
The fair treatment and meaningful involvement of people of all races, cultures, incomes, and educational levels with respect to the development of environmental laws, regulations, policies, and decisions. Fair treatment means that no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental, and commercial operations or policies
- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

FINANCIAL IMPACT: Financial impacts are included in the background information above. This budget amendment provides for the receipt of these additional funds and increases the FY 2015-16 budget in the General Fund by \$49,012 and by \$23,000 in the Grant Projects Fund.

RECOMMENDATION(S): The Manager recommends the Board approve the budget and grant project ordinance amendments for fiscal year 2015-16.

Attachment 1. Orange County Proposed 2015-16 Budget Amendment

The 2015-16 Orange County Budget Ordinance is amended as follows:

Original Budget	Encumbrance Carry Forwards	Budget as Amended	Budget as Amended Through BOA #7	#1. DEAPR - additional revenue (Facility rentals \$3000) (Athletic rentals \$4,000) (Concessions \$8,500) (Athletic Fees \$7,500)	#2. Aging - additional MIPPA revenue (\$3,500), additional Wellness Grant Fund revenue (\$19,000 Wellness classes) and (\$4,000 Foot Clinic)	#3 Health Department - additional Food & Lodging revenue, additional Diabetes revenue	#4 Cooperative Extension - additional Agriculture Foundation revenue	Budget as Amended Through BOA #8
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General Fund

Revenue

Property Taxes	\$ 147,551,332	\$ -	\$ 147,551,332	\$ 147,551,332	\$ -	\$ -	\$ -	\$ -	\$ 147,551,332
Sales Taxes	\$ 20,652,132	\$ -	\$ 20,652,132	\$ 20,652,132	\$ -	\$ -	\$ -	\$ -	\$ 20,652,132
License and Permits	\$ 313,000	\$ -	\$ 313,000	\$ 313,000	\$ -	\$ -	\$ -	\$ -	\$ 313,000
Intergovernmental	\$ 15,000,278	\$ -	\$ 15,000,278	\$ 19,661,809	\$ -	\$ 3,500	\$ 8,943	\$ -	\$ 19,674,252
Aging	\$ 67,100	\$ -	\$ 67,100	\$ 112,850	\$ -	\$ -	\$ -	\$ -	\$ 112,850
Charges for Service	\$ 10,766,030	\$ -	\$ 10,766,030	\$ 10,819,064	\$ 23,000	\$ -	\$ -	\$ 15,569	\$ 10,857,633
Investment Earnings	\$ 52,500	\$ -	\$ 52,500	\$ 52,500	\$ -	\$ -	\$ -	\$ -	\$ 52,500
Miscellaneous	\$ 737,468	\$ -	\$ 737,468	\$ 979,524	\$ -	\$ -	\$ -	\$ -	\$ 979,524
Transfers from Other Funds	\$ 1,052,600	\$ -	\$ 1,052,600	\$ 1,052,600	\$ -	\$ -	\$ -	\$ -	\$ 1,052,600
Fund Balance	\$ 10,650,770	\$ 1,317,958	\$ 11,968,728	\$ 12,164,024	\$ -	\$ -	\$ -	\$ -	\$ 12,164,024
Total General Fund Revenues	\$ 206,776,110	\$ 1,317,958	\$ 208,094,068	\$ 213,245,985	\$ 23,000	\$ 3,500	\$ 8,943	\$ 15,569	\$ 213,296,997

Expenditures

Governing & Management	\$ 17,114,396	\$ 215,612	\$ 17,330,008	\$ 17,453,331	\$ -	\$ -	\$ -	\$ -	\$ 17,453,331
General Services	\$ 21,381,050	\$ 104,494	\$ 21,485,544	\$ 21,485,544	\$ -	\$ -	\$ -	\$ -	\$ 21,485,544
Community & Environment	\$ 8,339,213	\$ 148,310	\$ 8,487,523	\$ 8,510,119	\$ 23,000	\$ -	\$ -	\$ -	\$ 8,533,119
Human Services	\$ 34,132,636	\$ 727,958	\$ 34,860,594	\$ 38,945,726	\$ -	\$ 3,500	\$ 8,943	\$ 15,569	\$ 38,973,738
Public Safety	\$ 23,316,875	\$ 120,396	\$ 23,437,271	\$ 23,535,712	\$ -	\$ -	\$ -	\$ -	\$ 23,535,712
Culture & Recreation	\$ 2,866,171	\$ 1,188	\$ 2,867,359	\$ 2,898,589	\$ -	\$ -	\$ -	\$ -	\$ 2,898,589
Education	\$ 94,484,256	\$ -	\$ 94,484,256	\$ 94,484,256	\$ -	\$ -	\$ -	\$ -	\$ 94,484,256
Transfers Out	\$ 5,141,513	\$ -	\$ 5,141,513	\$ 5,932,708	\$ -	\$ -	\$ -	\$ -	\$ 5,932,708
Total General Fund Appropriation	\$ 206,776,110	\$ 1,317,958	\$ 208,094,068	\$ 213,245,985	\$ 23,000	\$ 3,500	\$ 8,943	\$ 15,569	\$ 213,296,997
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment 1. Orange County Proposed 2015-16 Budget Amendment

The 2015-16 Orange County Budget Ordinance is amended as follows:

Original Budget	Encumbrance Carry Forwards	Budget as Amended	Budget as Amended Through BOA #7	#1. DEAPR - additional revenue (Facility rentals \$3000) (Athletic rentals \$4,000) (Concessions \$8,500) (Athletic Fees \$7,500)	#2. Aging - additional MIPPA revenue (\$3,500), additional Wellness Grant Fund revenue (\$19,000 Wellness classes) and (\$4,000 Foot Clinic)	#3 Health Department - additional Food & Lodging revenue, additional Diabetes revenue	#4 Cooperative Extension - additional Agriculture Foundation revenue	Budget as Amended Through BOA #8
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Grant Project Fund

Revenues

Intergovernmental	\$ 697,161		\$ 697,161	\$ 1,640,714				\$ 1,640,714
Charges for Services	\$ 34,000		\$ 34,000	\$ 61,000		\$ 23,000		\$ 84,000
Transfer from General Fund	\$ 49,120		\$ 49,120	\$ 127,076				\$ 127,076
Miscellaneous	\$ -		\$ -	\$ 101,033				\$ 101,033
Transfer from Other Funds	\$ -		\$ -	\$ 21,250				\$ 21,250
Appropriated Fund Balance	\$ -	\$ 30,069	\$ 30,069	\$ 30,069				\$ 30,069
Total Revenues	\$ 780,281	\$ 30,069	\$ 810,350	\$ 1,981,142				\$ 2,004,142

Expenditures

NCACC Employee Wellness Grant			\$ -	\$ -				\$ -
Electric Vehicle Charging Stations			\$ -	\$ -				\$ -
Governing and Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NPDES Grant (Multi-year)	\$ -	\$ -	\$ -	\$ -				\$ -
Orange-Alamance Connector (3 year)	\$ -	\$ -	\$ -	\$ 205,162				\$ 205,162
NC Tomorrow CDBG (Multi-year)	\$ -	\$ -	\$ -	\$ -				\$ -
Jordan Lake Watershed Nutrient Grant	\$ -	\$ -	\$ -	\$ -				\$ -
Growing New Farmers Grant			\$ -	\$ -				\$ -
Historic Resources Inventory Grant	\$ 15,000	\$ 25,000	\$ 40,000	\$ 45,000				\$ 45,000
Community and Environment	\$ 15,000	\$ 25,000	\$ 40,000	\$ 250,162	\$ -	\$ -	\$ -	\$ 250,162
Child Care Health - Smart Start	\$ 65,574		\$ 65,574	\$ -				\$ -
Senior Citizen Health Promotion(Wellness CARES Grant - Aging (Multi-Year)	\$ 98,120	\$ 2,065	\$ 100,185	\$ 134,935	\$ 23,000			\$ 157,935
Reducing Health Disparities Grant (Multi-Yr)	\$ 63,000		\$ 63,000	\$ 56,906				\$ 56,906
Triple P Initiative Grant (Multi-Yr)			\$ -	\$ -				\$ -
Meaningful Use Incentive Grant (Multi-Yr)				\$ 40,250				\$ 40,250
Emergency Solutions Grant - DSS (Multi-Yr)	\$ 103,583		\$ 103,583	\$ 103,583				\$ 103,583
Community Response Program - DSS (Multi-Yr)	\$ 68,156		\$ 68,156	\$ 68,156				\$ 68,156
Susan G Komen Grant	\$ -		\$ -	\$ -				\$ -
Building Futures Program - DSS (Multi-Yr)	\$ 366,848	3004	\$ 369,852	\$ 369,852				\$ 369,852
Foster Youth Opportunities- DSS (1-yr, may be renewable)				\$ 60,000				\$ 60,000
Human Services	\$ 765,281	\$ 5,069	\$ 770,350	\$ 1,730,980	\$ -	\$ 23,000	\$ -	\$ 1,753,980
Public Safety	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 780,281	\$ 30,069	\$ 810,350	\$ 1,981,142	\$ -	\$ 23,000	\$ -	\$ 2,004,142

Year-To-Date Budget Summary

Fiscal Year 2015-16

General Fund Budget Summary

Original General Fund Budget	\$206,776,110
Additional Revenue Received Through Budget Amendment #8 (April 19, 2016)	
Grant Funds	\$36,005
Non Grant Funds	\$4,971,628
General Fund - Fund Balance for Anticipated Appropriations (i.e. Encumbrances)	\$1,317,958
General Fund - Fund Balance Appropriated to Cover Anticipated and Unanticipated Expenditures	\$195,296
Total Amended General Fund Budget	\$213,296,997
Dollar Change in 2015-16 Approved General Fund Budget	\$6,520,887
% Change in 2015-16 Approved General Fund Budget	3.15%

Paul:
includes \$5,000 for Orange County's additional share of the Historic Resources Inventory Grant, and \$72,956 in County funds toward the OC Building Futures Program Grant (BOA #1); \$75,340 for the Purchase of Mobile Field Computing Units for the Sheriff's Department (BOA #1-B); \$22,000 for the Purchase of a motorcycle unit from drug forfeiture funds for the Sheriff's Department (BOA #4); \$20,000 in support of drug treatment court screening and client support activities (BOA #7)

Authorized Full Time Equivalent Positions

Original Approved General Fund Full Time Equivalent Positions	862.625
Original Approved Other Funds Full Time Equivalent Positions	88.450
Position Reductions during Mid-Year	(1.000)
Additional Positions Approved Mid-Year	2.000
Total Approved Full-Time-Equivalent Positions for Fiscal Year 2015-16	952.075

Paul:
elimination of a vacant Senior Public Health Educator position in the Smart Start Grant Project (BOA #1)

Paul:
approved a 1.0 FTE Criminal Case Assessment Specialist position in the County Manager's Office (1/21/16)
approved 1.0 FTE position in Health related to the Central Permitting project (2/2/16)

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

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

SUBJECT: Renewal of Food and Organic Waste Collection and Composting Contract

DEPARTMENT: Solid Waste Management

ATTACHMENT(S):

Contract with Judy D. Brooks
Contractor, Inc.
Proposed Contract Amendment

INFORMATION CONTACT:

Gayle Wilson, 968-2885

PURPOSE: To approve an amendment renewing the contract with Judy D Brooks Contractor, Inc. that enables the County Solid Waste Management Department to provide collection for separated food waste and other organic materials to commercial and institutional establishments throughout Orange County.

BACKGROUND: Orange County Solid Waste Management has been collecting food waste from selected establishments since the mid-1990s, originally utilizing two local pig farmers. Due to stringent quality controls necessary with regard to contaminants for food waste being fed to animals, the program ended in 1999. In 2000 Orange County entered into a new food waste collection arrangement.

The method of providing this service was reevaluated in 2011. Proposals were received as a result of a request for proposals (RFP) issued in May 2011. A detailed RFP created by Orange County allowed vendors to propose food and organic waste collection. The RFP authorized a five year initial contract term, with the County having the option to renew the Contract for two additional two year terms. Four vendors submitted proposals.

After reviewing each firm, Judy D. Brooks Contractor, Inc. of Goldston, North Carolina was deemed as submitting the most responsive proposal and was contracted to provide the food and organic waste collection and composting service. The proposal of \$80 per ton, the same price that has been in place since 2005, was maintained.

Brooks Contractor has provided food and organic waste collection and composting services to Orange County since 2000 and currently services 45 locations, including UNC Hospitals, pursuant to the contract with the County. Brooks provides collection containers, collects food and other acceptable organic waste, and composts material at its facility in Chatham County.

Under separate contract, Brooks Contractor also provides this service to the Chapel Hill Carrboro City Schools at the same price.

For FY 2015-16 the County's food and organics waste program is projected to divert 1,620 tons of compostable material from landfill disposal.

FINANCIAL IMPACT: The renewal will maintain the current per ton price of \$80 for the two year extension period. The cost of this contract for Fiscal Year 2015-2016 is budgeted at \$145,000. The requested budget submitted to the County Manager for 2016-17 for this program is \$155,000.

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

RECOMMENDATION(S): The Manager recommends that the Board approve the amendment to renew the service contract with Brooks to collect and compost food waste and authorize the Manager to sign the Contract Amendment.

[Departmental Use Only]
TITLE
FY

NORTH CAROLINA

SERVICES AGREEMENT OVER \$90,000.00
RFP – NO REIMBURSABLE EXPENSES

ORANGE COUNTY

This Services Agreement (hereinafter "Agreement"), made and entered into this 21st day of June, 2011, ("Effective Date") by and between Orange County, North Carolina a body politic and corporate of the State of North Carolina (hereinafter, the "County") and Judy D. Brooks Contractor, (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*): The scheduled collection of Food Waste from locations specifically designated by the parties; (b) processing of Food Waste which includes the composting, blending, curing and proper preparation of Food Waste for use as compost; (c) keeping accurate and thorough records of the volume or weight of materials collected weekly, and the number and type of customer complaints; and (d) ensuring that properly separated Food Waste will not be landfilled. Collections may take place anywhere agreed upon by the parties to this Agreement with the cooperation of the Generator;
- 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 367-5175 for "Food and Organic Waste Collection" issued April 29, 2011, and the Provider's proposal, which are fully incorporated and integrated herein by reference together with Attachments A and B (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	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

- 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.
N/A

4. Duration of Services

- a. Term. The term of this Agreement shall be from July 1, 2011 to June 30, 2016.
- 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) The Commencement Date for the Provider's Basic Services shall be July 1, 2011.

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. The maximum amount payable for Basic Services is eighty Dollars (\$80 per ton). 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.
- 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.

6. Responsibilities of the County

- a. Cooperation and Coordination. The County has designated the (*Recycling Programs Manager*) 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: <i>Insert coverage limits required by <u>Risk Manager</u> if applicable.</i>

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 17177 Chapel Hill, NC 27516	Provider's Name & Address Judy Brooks 1195 Beal road Goldston, NC 27252
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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.

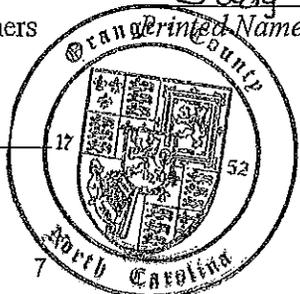
ORANGE COUNTY:

PROVIDER:

By: Bernadette Pelissier
Bernadette Pelissier, Chair
Orange County Board of Commissioners

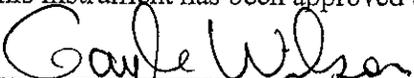
By: Judy D. Brooks
Judy D. Brooks, Pres.

Attest: Donna Baker
Donna Baker, Clerk to the Board



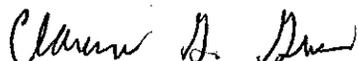
[SEAL]

This instrument has been approved as to technical content.



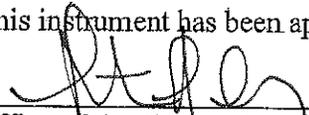
Gayle Wilson, Department Director

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

Attachment A

County of Orange

Department of Financial Services

REQUEST FOR PROPOSALS

The County of Orange proposes to purchase the following:

FOOD WASTE AND ORGANIC WASTE COLLECTION

Pursuant to the General Statutes of North Carolina, Chapter 143 as amended, Orange County will receive sealed proposals until 5:00 P.M. **MAY 17, 2011**, in the office of the Purchasing Agent, Department of Financial Services, 200 S Cameron Street, Hillsborough, North Carolina 27278.

Specifications are available at the above address Monday through Friday, 8:00 A.M. to 5:00 P.M. or, by phoning 245-2651.

The Orange County Board of Commissioners reserves the right to reject any and or all bids and to accept the lowest and best bid and to waive minor irregularities.

DAVID CANNELL
PURCHASING AGENT

P.O. Box 8181 200 S Cameron Street Hillsborough, North Carolina 27278
Telephones: Area Code 919 245-2651 Fax: 644-3324

**COUNTY OF ORANGE
DEPARTMENT OF FINANCIAL SERVICES
PO BOX 8181/200 S CAMERON ST
HILLSBOROUGH, NORTH CAROLINA 27278**

INSTRUCTIONS TO BIDDERS

1. All proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by Orange County. Plans and/or specifications may be obtained at the Orange County Financial Services Department, 200 S Cameron Street, Hillsborough, North Carolina 27278.
2. Orange County reserves the right to award the proposal that is in the best interest of Orange County or to reject any or all proposals and to waive minor irregularities.
3. The successful bidder shall comply fully with the requirements of General Statutes, Section 143-129, as amended.
4. In the event of default by any contractor or vendor Orange County may procure from other sources whatever service or item is being proposed and hold the contractor responsible for any excess cost occasioned thereby.
5. Payment terms are net 30
6. North Carolina sales and use tax shall not be included in the proposal amount.
7. Proposals submitted via facsimile shall not be accepted.
8. Proposals received after opening date and time shall not be considered.
9. All proposals must contain an authorized original signature.
10. All bids must be returned in a sealed envelope with the proposal number 367-5175 prominently displayed.
11. Any and all changes or alterations to this RFP shall be made in the form of written addendum.
12. Please direct any questions concerning this RFP to David Cannell, Purchasing Agent, 919-245-2651. Email: DCannell@Co.Orange.NC.US
13. Please be advised that a pre-bid conference will be held in the Orange County Solid Waste Administration Building, 1207 Eubanks Road, Chapel Hill, NC on MAY 6, 2011 at 3:00 pm. Contractors interested in responding to the attached request for proposals are strongly encouraged to have a representative attend the prebid conference. By submitting a bid the contractor acknowledges he has a complete understanding of the scope of this project.
14. The attached RFP is included to describe the services desired. During the pre-bid conference, county staff will further describe the services desired and will entertain suggestions, comments and questions. All interested contractors should be prepared to discuss the RFP during the pre-bid conference. If required, an addendum will be issued to more accurately define the desired services.
15. Orange County supports a living wage of \$10.33 per hour. Please indicate on the bid form whether any workers on this job will make less than \$10.33 per hour.

**ORANGE COUNTY
REQUEST FOR PROPOSAL FOR FOOD WASTE AND ORGANIC WASTE COLLECTION**

The County of Orange, N.C. on behalf of its Department of Solid Waste Management (hereinafter "County") is seeking proposals for collection and disposal services for the County's Food Waste and Organic Waste Collection from selected businesses or other locations in Orange County, North Carolina, including participating local governments and public school systems.

I. INTRODUCTION, BACKGROUND, AND POTENTIAL PROGRAM CHANGES

Orange County began experimenting with commercial food waste diversion in the mid 1990s, working with two local small-scale pig farmers to collect food waste from a few restaurants and a few local city elementary schools for cooking and feeding to their hogs. These programs were very constrained because they could accept only food waste, not wet paper or any other 'organic waste', only that suitable for cooking and feeding to pigs. Both hog farmers stopped this collection by 1998 for economic reasons.

In 1999, the County contracted with a private collector to collect and compost a wider variety of commercial organic waste that included not only food but also other materials such as wet paper and floral waste that were readily compostable. Under the current contract material is currently collected from a variety of commercial sources in Orange County, transported to a composting operation and converted to compost.

Over time, the County expanded the program to include a variety of higher volume restaurants, grocery stores, institutions and multiple stops on the UNC campus including collection of lab animal bedding. The lower limit for collecting is set at two tons per month per location. Average collection rate is three times per week and receptacles are washed out as they are collected. County staff identified, contacted, recruited and educated the waste generators, established the program and responds to complaints about product quality.

As of March 2011 there are 31 customers and collection of UNC lab animal bedding by the County has been eliminated. The County hopes to expand to other locations around the County in the future.

A. Program Data:

The following table provides a breakdown of the approximate amount of organic waste collected by Orange County's current Food Waste and Organic Waste Collection program from approximately 31 sites including grocery stores, full service restaurants, institutions, retirement homes and other commercial enterprises. The County intends to provide organics collection service to at least the current client base and wishes to expand the service to include more stops.

The reporting periods in the chart below are based on County's Fiscal Year (FY). The Fiscal Year is July 1 through June 30, for example FY 09-10 = July 1, 2009 through June 30, 2010.

Fiscal Year	Tons Collected
07-08	1,760.57
08-09	1,702.00
09-10	1,782.62
10-11 (July 10 - January 11)	1,204.20

B. Considerations for the Future:

The decision to make the following changes to County's Food Waste and Organic Waste program is per County's discretion, and is dependant upon approval of the FY 11-12 budget.

I. School Food Waste and Organic Waste Collection

The County is interested in collecting the food and organic waste generated at each school's cafeteria in the County's two school districts, Orange County Public Schools and Chapel Hill – Carrboro City Schools. Orange County Public Schools have seven elementary schools, three middle schools, and two high schools. Chapel Hill – Carrboro City Schools have ten elementary schools, four middle schools, and three high schools.

Within the next two years the County may establish a pilot program to determine the capability of a comprehensive schools food waste and organic waste collection program. The details of this pilot program will be determined with the assistance of the selected service provider. Nevertheless, this program may begin at one or two schools in each district and may include a combination of elementary, middle and high schools. The pilot program will evaluate the effectiveness of the overall program including, education and outreach and whether it will include only pre consumer or also post consumer content.

II. SCOPE OF WORK

A. Compliance with Law

The performance of the selected contractor's services and all activities related to the selected contractor's provision of service shall be in full compliance with all applicable federal, state and local laws, rules, regulations, orders and/or directives.

B. Service Area and Location

Service area includes all of Orange County and that part of the Town of Chapel Hill that lies within Durham County. The Selected Contractor must be able to collect restaurants, groceries, schools, and other organic waste generators generating over two tons per month in Chapel Hill, Carrboro, Hillsborough and other designated locations in unincorporated areas of the county. Collections may take place anywhere agreed upon by the County and selected contractor with the cooperation of the generator.

The contractor must have the ability to increase by mutual consent with the County the number of sites served above the current service. See Attachment A for a table of current costumers. In general, a business in this program is expected to generate a minimum of two tons of food and organic waste per month, though exceptions may be made based on mutual agreement of County and Contractor. The County and the contractor may mutually agree to reduce the number of service locations, if a site is not performing or repeatedly contaminates the organics stream.

C. Material Collected

Materials collected by the contractor must include food waste and any other organic material that can be separated by the generator for collection except large amounts of yard waste, industrial waste such as sludges or regulated wastes such as medical wastes. Food Waste may be prep waste or post consumer waste including vegetables, fruits, meats, and grains. Bones, fats and dairy products must be accepted as well. Other organic compostable material must be accepted as well including paper products such as paper towels, paper plates, paper napkins, and floral waste. Paper coated with plastic or paper products that have been used with chemicals such as cleaners, solvents, or other chemicals should not be included with organic items. Large volumes of oils and greases typically associated with deep fryers should not be put in with Food Waste. Incidental amounts of food grade oil and grease should be accepted. Additional items or materials that could be accepted can be included in the proposal and are negotiable.

D. Container Description

Containers must be provided by the selected contractor. The preferred container to be used to collect food and organic waste for this program is properly sealed 65 gallon rolling carts that will not leak liquids and properly sealed six cubic yard front-end-load containers that will not leak out liquids. However, the County will consider any suggestions on other containers such as different sized rolling carts, cubic yard boxes, front-load dumpsters, etc. Contractors are to provide a proposal of the type of Service Containers and collection methods that best fit the needs of the program. All containers must meet and maintain all applicable health codes and standards and be free of holes and unsealed seams. Each cart may have a liner that should be replaced after cart is serviced. Cost of liner should be on bid tally sheet. Contractor shall be responsible for replacing all leaking, broken or damaged containers with two working days of notification of problems. Contractor and waste generator shall be responsible for container cleanliness and appearance. County will maintain no responsibility for containers.

E. Collection Frequency

At a minimum, we prefer the businesses be serviced three times per week. However, the selected contractor must adjust servicing of the businesses' site if the need arises for a more or less frequent servicing schedule including, but not limited to, weekend and after hour pick-ups. Collection sites must take place in such a time and manner as not to disrupt normal business activity, general safety, pedestrian traffic, or vehicular traffic at the collection location. Particular exceptions may be negotiated for exceptional circumstances.

F. Summary of General Responsibilities

The selected contractor shall complete the following as part of the services.

- i. Meet with the County and conduct site visits to all current and potential sites to determine service needs;
- ii. Provide appropriate service containers (type and quantity);
- iii. Each cart and dumpster should be thoroughly cleaned after each dump to avoid foul odor and/or sources for vectors. For example each cart could be rinsed out and cleaned with hot water, grease remover, and deodorizer or a similar sanitizing system. Used water should not be discharged onto the ground, into storm drains or into any open water source.
- iv. Weigh the total amount of material from each location each time the material is collected and provide weights in monthly reports;
- v. Process, market, and recover all materials collected; ensure that the facility chosen for processing, marketing and recovering the materials meets all federal, state and local regulations and provide proof to the County that the facility meets such regulations annually and provide documentation that any residuals from processing are properly and legally disposed of.
- vi. Assist County with education and outreach and/or training when establishing new locations to be added to program (i.e. acceptable materials, how to dispose of organics properly, how to manage contamination problems, what types of paper or other non-food items are acceptable, etc.);
- vii. Provide a program representative to act as a program contact person for questions or problems. The representative must be available every business day from 7am to 6pm by either phone, electronically or other means and must respond to calls from the County within one working day of receipt of call or other communication from County

- viii. Each service vehicle must not leak collected organic material and/or fluids, and the exterior of vehicles should be reasonably clean and represent the County in a professional manner;
- ix. Each service vehicle must meet all Federal, State and local regulations and be equipped with a spill kit to assist in the cleaning of any fluid leaks or spills including diesel fuel, hydraulic fluid, oil, etc.
- x. Work with the County and generator to determine the minimum number of service containers needed for collection.
- xi. Guarantee that properly separated food waste and organic waste material will not be landfilled.

III. GENERAL REQUIREMENTS FOR SELECTED CONTRACTOR

A. Reporting

Beyond those requirements listed in Section II, Subsection F, Contractor shall submit monthly and annual reports to the County. The required monthly reports shall be submitted with invoice for services, and shall include:

- Itemization of all charges to County for materials used (if applicable), cost per ton, and total tonnage;
- Total weights collected for each collection day for each business;
- Total weights collected from each business in the program for that respective month.

Required annual reports are to include summaries of the above information, and are to be submitted by August 1st of each year.

B. Insurance Requirements

All insurance requirements are included in the County's Service contract which is included. The successful contractor shall be required to enter into the Service Contract

Evidence of insurance must be provided with the proposal.

C. Term

The term of the Contract shall be for a five (5) year period beginning upon the date of execution of the Contract and terminating five (5) years from the effective date provided that:

- funds are authorized annually by the Board of Orange County Commissioners;
- neither County nor the Contractor desire to alter the terms of the contract during the five year period, and
- the Contract is not otherwise terminated through provisions of another clause of the Contract.

At the close of the initial five (5) year term the contract may be extended at the option of County and with the agreement of Contractor to include up to two additional two year renewal periods.

IV. PROPOSAL PROCEDURES

A. Proposed Timeline

The proposed timeline for the RFP process and program implementation is as follows:

- April 29, 2011 – RFP 367-5175 is issued
- May 6, 2011 at 3:00 PM – Mandatory Pre-Proposal Meeting
- May 10, 2011 at 3:00 PM – Deadline for written questions
- May 17, 2011 at 5:00 PM – RFP submissions are due

June 1, 2011 – BOCC approves contract award
 July 1, 2011: First day of new Food Waste and Organic Waste Contract

B. Contact Persons for Questions

The contact person is:

David Cannell
 Purchasing Agent
 P.O. Box 8181
 Hillsborough, NC 27278
 Phone: (919) 245-2651
 Fax: (919) 644-3001
 Email: dcannell@co.orange.nc.us (preferred method)

Proposers must include a fax number or email address from which they can receive transmissions from the County. All questions regarding this RFP must be submitted in writing, email or via fax by May 10th. All responses will be sent in writing via fax or email to all potential proposers.

C. Number of Proposals

Firms should submit an original and three (3) copies of their proposal (printed duplex on recycled paper), with the original copy (clearly marked "Original") signed by an officer who is authorized to bind the Proposer contractually. Proposal shall be double-sided and printed on recycled content paper. Also, the name and title of the individual who signed the proposal should be typed immediately below the signature.

D. Deadline for Proposals

Proposals should be received on or before 5 PM, Thursday May 17th, 2011 at the following address:

Standard Mail Services:

Orange County Financial Services Department
 RFP 367-5175# Food Waste and Organic Waste Collection
 P.O. Box 8181
 Hillsborough, NC 27278

Send overnight or hand deliveries to:

Orange County Financial Services Department
 RFP #367-5175 Food Waste and Organic Waste Collection
 200 South Cameron Street
 Hillsborough, NC 27278

All proposals shall be submitted in a sealed envelope. The envelope shall be clearly marked on the outside as follows: "Sealed Proposal for Food and Organic Waste RFP #367-5175".

The County reserves the right to reject consideration of proposals received after the above specified time and date. Faxed proposals will not be accepted.

E. Proposal Evaluations and Selection

Proposals will be evaluated and selected according to the Selection Process (see Section IV, Subsection J). The selected firm and the County will negotiate a contract. It is intended that the function of the contract negotiations is to reach agreement on a contract based on the scope of services contained in this RFP and on the information contained in the proposal submitted by selected Proposer. It is anticipated that agreement on Contract terms will be reached by June 2, 2011, so that services may be provided in early July, 2011. The selection committee will submit recommendations to the Board of

Orange County Commissioners on the selected Contractor and Contract. Contractor must sign the contract agreement within twenty (20) days after notification of the Board of Orange County Commissioners approval of said recommendations. If, after approval by the Board of Orange County Commissioners, a contract is not signed within a twenty (20) day period, the County reserves the right to terminate all negotiations and select one of the other finalists or issue a new RFP.

F. Right to Reject

Issuance of the "Request for Proposal" does not commit the County to award a contract, to pay any costs incurred in preparation of a proposal to this request, or to procure or contract for service or supplies. The County reserves the right to reject any and all proposals, and to re-advertise. The County may at its option, perform the services:

G. Proposal Requirements, Format and Content

Submitted proposal must follow the following order and format:

1. **Introduction** – This section must include a brief statement of Proposer's Company Background, Contact Information, and must include the signature of an individual who is authorized to bind the Proposer contractually (see section IV, subsection C).
2. **Statement of Understanding of Services Sought by County** - This section must include a statement of Proposer's understanding of the services being sought by the County, and include a description of Scope of Work for Food Waste and Organic Waste Collection Services.
3. **Project Personnel** – This section must include name and title of the responsible Project Manager in charge of providing services as described in section 2 of proposal. Due to the scope of the project, County expects that the Project Manager will be a principal experienced in food waste and organic collection. This section must also include a list of any other specific contracts or projects on which the Project Manager is working, and include assurances that she/he will be able to provide the necessary oversight and attention to this project.
4. **Subconsultants and Subcontractors** – This section must include a description of proposed involvement of subconsultants and subcontractors, including potential uses and responsibilities and detail their names, experience and projected use in this project specifically. All subconsultants and subcontractors must be approved by County in Advance.
5. **Current and Past Experience** – This section must include a description of Proposer's current and past experience providing services similar to those County seeks. This section must include a list of clients to whom similar services have been provided within the past three (3) years. The list of clients must be up to date include accurate name, phone number, and email address (when possible) of contact person. Current and / or past clients may be asked by County to provide reference for Proposer.
6. **Technical Expertise** – This section must include a description of Proposer's technical expertise in the operation of food waste collection. Include in this section an explanation of Proposer's knowledge and understanding of applicable laws, rules and regulations and experience working with relevant regulatory agencies.
7. **Project Approach** – This section must include a description of Project Approach, including operational approach to food and organic waste collection.
8. **Storage, Disposal, and Composting/Recycling/Digestion/Processing Facilities** – In this section the Proposer must provide information regarding how the food waste and organic waste will be collected, and processed and the type of vehicles and equipment that will be used to collect the material (year, make, and model) and include all back-up capabilities. Provide the location of the processing facility and the type of process planned to manage the material once collected including how residuals not able to be processed will be managed. Indicate whether there is are any limits to the quantities that can be collected. Please include relevant safety records and listings of all warning notifications, violations, and/or citations, with details explaining each received from pertinent Federal and/or State or local or regional or tribal agencies for the past two years, as well as any past or pending litigation.

9. **Pricing** – The County prefers that the cost of service be quoted on a price per ton basis. Please consider that we average between 1,750 and 2,000 tons of food waste annually. We hope to expand the number of locations we service slightly each year and we hope to include the collection of up to 29 school cafeterias in the coming years. Please include any other pricing structures for the County's consideration.
10. **Financial Capability and Insurance** – This section must include an indication of financial capability for handling services to be delivered, including Insurance Coverage
11. **Alternative Proposals** (optional) – If desired, this section may include alternative Proposals for performing Food and Organic Waste collection and processing.

H. Proposal Acceptance

The County may eliminate from consideration any proposal that is missing a substantial amount of information or which deviates from the required format.

J. Selection Process

A selection committee shall be established by the County to review responses. The committee shall screen the proposals based on the following criteria (order of list does not imply rank of importance of criteria):

1. Understanding of and familiarity with services sought by County
2. Project personnel, personnel experience, and use of subcontractors
3. Proposer's experience and operation record, including and past experience with providing similar services to other jurisdictions
4. Proposer's technical expertise, knowledge, and understanding of applicable laws, rules, and regulations.
5. Proposer's project approach
6. Facilities to be used to process / manage collected waste materials
7. Type of Equipment used for collection and processing
8. End product being produced with organic waste
9. Cost of providing services (Per collection location, per ton, etc.) include cost of materials if applicable i.e. compostable liners.
10. Financial capacity for handling services, including insurance coverage, and Proposer's ability to protect County from liability associated with operating the food and organic waste collection program.
11. References, including accurate listing of contact information for contacts (as indicated in Section IV, Subsection G #5).

After ranking the firms' proposals based on the above criteria, interviews may, at the discretion of the County, be conducted with the top ranked firm(s). The committee's recommendation, along with a negotiated contract will be submitted to the Board of Orange County Commissioners for approval.

EXECUTION OF PROPOSAL

PROJECT NAME: Food Waste and Organic Waste Collection

PROPOSAL REQUEST NO. 367-5175

THIS PAGE MUST BE FULLY EXECUTED AND SIGNED FOR THE PROPOSAL TO BE CONSIDERED.

The person executing the proposal, on behalf of the vendor, being first duly sworn, deposes and says that:

- (1) He or she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (2) Neither he/she, nor any official, agent or employee of the vendor has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competition in connection with this proposal; and

SIGNATURE OF PROPOSER _____

(Print full name of corporation)

(Address - County - State - Zip Code)

Attest _____
(Secretary/Assistant Secretary)

By: _____
President/Vice Pres/Assistant Vice President)

Printed: _____

Title: _____

CORPORATE SEAL:

Federal ID. or Social Security Number _____

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me
This _____ day of _____, 2011.

Title
My Commission Expires _____

**COUNTY OF ORANGE
DEPARTMENT OF FINANCIAL SERVICES
PO BOX 8181
HILLSBOROUGH, NORTH CAROLINA 27278
FORMAL BID PROPOSAL FORM**

The undersigned declares that they have examined the Notice To Bidders, Instructions To Bidders, and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees that if this proposal is accepted within ninety (90) days, the undersigned will supply and deliver, as ordered, all equipment as required under these specifications at the prices set forth below:

	Description	Unit of Measure	Price
1	Food and Organic Collection and Disposal (compost/digester, or other)	Cost per Ton	
2	Compostable Liner (if applicable)	Cost per Liner	
3	Price per stop (if applicable)	Cost per stop	
4	Price per location (if applicable)	Cost per location	
5	Additional costs and/or pricing structure for the County's consideration. (detail below)		
6			
7			
8			
9			
10			

Company _____

Address _____

By: _____

(Above name printed or typed)

Phone: _____

Attachment A

Site Name	Address
Weaver St. Market - Carrboro	101 East Weaver Street, Carrboro, NC 27510
411 West Restaurant	411 West Franklin Street, Chapel Hill, NC 27515
Granville Towers	125 West Franklin Street, Chapel Hill, NC 27514
Top of the Hill Restaurant	100 East Franklin Street, Chapel Hill, NC 27514
IFC Homeless Shelter	110 W. Main Street, Carrboro, NC 27510
Breadmans	324 West Rosemary Street, Chapel Hill, NC 27516
Carolina Brewery and Restaurant	460 West Franklin Street, Chapel Hill, NC 27516
Fosters Market	750 MLK Jr. Boulevard, Chapel, NC 27514
Carol Woods Retirement Community	750 Weaver Dairy Rd, Chapel Hill, NC 27514
Margaret's Cantina	1129 Weaver Dairy Road, Chapel Hill 27514
Squids	1201 Fordham Boulevard, Chapel Hill, NC 27514
Chapel Hill Catering	1322 Fordham Boulevard, Chapel Hill, NC 27514
K&W Cafeteria	201 South Estes Drive, Chapel Hill, NC 27514
Whole Foods Grocery Store	81 South Elliot Road, Chapel Hill, NC 27514
Weaver St. Market - Southern Village	716 Market Street, Chapel Hill NC 27516
Mama Dip's Country Cooking	408 West Rosemary Street, Chapel Hill, NC 27516
UNC Lenoir Dining Hall	211 Lenoir Drive, UNC-CH, Chapel Hill NC 27514
UNC Friday Center	100 Friday Center Drive, Chapel Hill, NC 27514
UNC Ram's Head Cafeteria	320 Ridge Road, UNC-CH, Chapel Hill, NC 27514
UNC Hospital	101 Manning Drive, Chapel Hill, NC 27516
Harris Teeter, CH North	1800 MLK Jr. Boulevard, Chapel Hill, NC 27516
Harris Teeter, U-Mall	2110 South Estes Drive, Chapel Hill, NC 27514
The Lantern	423 West Franklin Street, Chapel Hill, NC 27516
Oishii	1129 Weaver Dairy Road, Chapel Hill, NC 27514
Rizzo Center	150 Dubose Home Lane, Chapel Hill, NC 27517
UNC The Beach	160 N. Medical Drive, Chapel Hill, NC 27514
Weaver St. Market - Hillsborough	228 South Churton Street, Hillsborough NC 27278
Weaver St. Market - Food House	437 Dimmocks Mill Road, Hillsborough, NC 27278
Carolina Inn	211 Pittsboro Street, Chapel Hill, NC 27516
Victoria Park Florist	1129 Weaver Dairy Road, Chapel Hill, NC 27514



Orange County
Financial Services Department
ADDENDUM #2
May 6, 2011

RFP 367-5175
FOOD WASTE AND ORGANIC WASTE COLLECTION

To all Vendors:

Modifications to bid documents for the above named Request for Proposal are made as follows and shall be included in the proposed amount.

1. The due date has been extended until May 24, 2011 at 5:00 pm. The first day of new Food Waste and Organic Waste Contract shall be September 1, 2011.
2. A sign in sheet from the pre proposal is attached
3. All questions must be submitted before May 17, 2011 at 3:00 pm
4. Page 2 of this addendum contains questions that were submitted as well as the County's answers
5. The per-ton cost of service for Food Waste Collection for future Fiscal Years will be negotiated annually, with any increase in the per-ton cost not to exceed an inflation factor of three percent (3%) with justification.

All other terms and conditions shall remain the same

By: David E. Cannell, Purchasing Agent; dcannell@co.orange.nc.us ~ (919) 245-2651

A signed copy of this addendum shall be included with the bid submitted by your company

Company Name: _____

By: _____

Date Received: _____

P.O. Box 8181 200 South Cameron Street Hillsborough, North Carolina 27278
Telephones: Area Code 919 245-2651 Fax: 919 644-3324

Questions and Answers

1. What is the current pricing for the services? Are any fuel/energy surcharges applicable? Can we view a recent invoice? Include any fuel/energy surcharges in your bid. Attached is a copy of an invoice
2. What does it mean under "D. Container Description" to have a "properly sealed" container? We understand about non-leaking containment, but this seems to be referring to something else. ? The container must have a lid or cover that closes tightly or is flush with the body of the container to prevent rodents or any other vectors from crawling in.
3. If the carts are required to have liners, why are they also required to be cleaned after each service? Are all containers serviced after each service, without fail? Presently, in what manner are they cleaned? ? The carts are not required to have liners. Only a few places use liners. Even in the case of the lined containers, if bags break and/or the lids get food waste on them, they are washed out. All containers are currently cleaned after every service. The 65 gallon carts and the 6/8 yard dumpsters. They are sprayed out with a power washer using hot water and degreaser/sanitizer and then the water is captured in the truck with the organic waste.
4. In one place under "Proposal Deadline" the RFP references Thursday, May 17th as the submission date, but May 17th is a Tuesday. Is May 17th the correct day? N/A
5. This RFP could be seen as having a very short turn-around timeframe for responses. Is it possible to have an extension of one week for proposal submission and one month for service start up? Getting specialized equipment in place in such a limited time will be difficult. The due date has been extended until May 24, 2011 at 5:00 pm. The first day of new Food Waste and Organic Waste Contract shall be September 1, 2011.
6. While the service locations are listed, is it possible to expand the list to include the size of containers and service frequencies? An invoice may supply that data? This information is attached.
7. We are interested in more information as to what are meant by "Milestone dates". They appear to be linked to payments, but it is unclear. Milestones not pertinent other than requirement of startup date. Vendor will be paid for service

Site Name	Address	Container Size	Frequency
Weaver St. Market - Carrboro	101 East Weaver Street, Carrboro, NC 27510	8 yard FEL	3 day/week
411 West Restaurant	411 West Franklin Street, Chapel Hill, NC 27515	65 gallon carts	3 day/week
Granville Towers	125 West Franklin Street, Chapel Hill, NC 27514	65 gallon carts	3 day/week
Top of the Hill Restaurant	100 East Franklin Street, Chapel Hill, NC 27514	65 gallon carts	3 day/week
IFC Homeless Shelter	110 W. Main Street, Carrboro, NC 27510	65 gallon carts	3 day/week
Breadman's	324 West Rosemary Street, Chapel Hill, NC 27516	65 gallon carts	3 day/week
Carolina Brewery and Restaurant	460 West Franklin Street, Chapel Hill, NC 27516	65 gallon carts	3 day/week
Fosters Market	750 MLK Jr. Boulevard, Chapel, NC 27514	65 gallon carts	3 day/week
Carol Woods Retirement Community	750 Weaver Dairy Rd, Chapel Hill, NC 27514	65 gallon carts	3 day/week
Margaret's Cantina	1129 Weaver Dairy Road, Chapel Hill 27514	65 gallon carts	3 day/week
Squids	1201 Fordham Boulevard, Chapel Hill, NC 27514	65 gallon carts	3 day/week
Chapel Hill Catering	1322 Fordham Boulevard, Chapel Hill, NC 27514	65 gallon carts	3 day/week
K&W Cafeteria	201 South Estes Drive, Chapel Hill, NC 27514	8 yard FEL	3 day/week
Whole Foods Grocery Store	81 South Elliot Road, Chapel Hill, NC 27514	8 yard FEL	4 day/week
Weaver St. Market - Southern Village	716 Market Street, Chapel Hill NC 27516	65 gallon carts	3 day/week
Mama Dip's Country Cooking	408 West Rosemary Street, Chapel Hill, NC 27516	65 gallon carts	3 day/week
UNC Lenoir Dining Hall	211 Lenoir Drive, UNC- CH, Chapel Hill NC 27514	65 gallon carts	6 day/week
UNC Friday Center	100 Friday Center Drive, Chapel Hill, NC 27514	65 gallon carts	3 day/week
UNC Ram's Head Cafeteria	320 Ridge Road, UNC-CH, Chapel Hill, NC 27514	65 gallon carts	4 day/ week
UNC Hospital	101 Manning Drive, Chapel Hill, NC 27516	65 gallon carts	5 day/week
Harris Teeter, CH North	1800 MLK Jr. Boulevard, Chapel Hill, NC 27516	6 yard FEL	3 day/week
Harris Teeter, U-Mall	2110 South Estes Drive, Chapel Hill, NC 27514	6 yard FEL	3 day/week
The Lantern	423 West Franklin Street, Chapel Hill, NC 27516	65 gallon carts	3 day/week
Oishi	1129 Weaver Dairy Road, Chapel Hill, NC 27514	65 gallon carts	3 day/week
Rizzo Center	150 Dubose Home Lane, Chapel Hill, NC 27517	65 gallon carts	3 day/week
UNC The Beach	160 N. Medical Drive, Chapel Hill, NC 27514	65 gallon carts	3 day/week
Weaver St. Market - Hillsborough	228 South Churton Street, Hillsborough NC 27278	8 yard FEL	3 day/week

Weaver St. Market - Food House	437 Dimmocks Mill Road, Hillsborough, NC 27278	65 gallon carts	3 day/week
Carolina Inn	211 Pittsboro Street, Chapel Hill, NC 27516	65 gallon carts	3 day/week
Victoria Park Florist	1129 Weaver Dairy Road, Chapel Hill, NC 27514	65 gallon carts	3 day/week

Brooks Contractor

1195 Beal Rd
 Goldston, NC 27252
 919-837-5914
 919-837-5097 fax

Invoice

Date	Invoice #
3/31/2011	36897

Bill To
Orange County Solid Waste & Recycling PO Box 17177 Chapel Hill, NC 27216-17177

Ship To
Brooks Compost Facility 01100419-00

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
01100419-00	Net 30		3/31/2011			

Quantity	Item Code	Description	Price Each	Amount
175.34	food waste	tons food waste	80.00	14,027.20
199	liners-orange co	liners - compostable	1.00	199.00T
165	cooking oil	gallons of cooking oil - NO CHARGE Sales Tax- effective 9/1/09	0.00 7.75%	0.00 15.42

P.O. # 1100419 Amt. 14,241.62
 CHK Acct# _____ Amt. _____
 Signature - Payment Approval _____ Date 4/22/11
 Signature _____ Date _____
 Receipt of goods/services being paid for

1 1/2 % FINANCE CHARGE BEGINS 30 DAYS FROM INVOICE DATE. PLEASE PAY PROMPTLY TO AVOID FINANCE CHARGE	Total	\$14,241.62
--	--------------	-------------

Attachment B

May 24, 2011

Brooks
Contractor

COPY

1195 Beal Road
Goldston NC 27252
Office 919-837-5914
Fax 919-837-5097
www.brookscontractor.com
info@brookscontractor.com

RFP 367-5175, Orange County, Food Residuals and Organic Waste Collection

1. Introduction

All materials concerning this RFP are printed on 30% post-consumer recycled paper

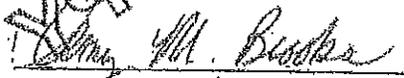
Judy D. Brooks Contractor Inc, "DBA" Brooks Contractor has been composting organic wastes at Brooks Compost Facility, Permit Number SWC-19-05, a Level 3 NCDENR Compost Facility for nearly 20 years. Brooks Contractor has 12 years experience collecting and composting food residuals at the commercial level, and was one of the first companies in the US to create a fleet of specially designed collection vehicles for this purpose. Brooks Contractor has been handling food residuals collection and composting since 1999, with Orange County Solid Waste as its first customer. The program has grown significantly to include collection at nearly 100 locations throughout the Triangle and Triad, with expansion into the Moore County area planned for 2012.

Brooks Contractor prides itself on creating nutrient-rich compost of the highest quality and formulated for optimal food production uses. Brooks Contractor provides compost to its waste generators at a discounted rate, and upon request donates compost to be utilized in donation and education gardens. The services that Brooks Contractor and Brooks Compost Facility provide are focused on strengthening the local food system and providing simple yet effective waste solutions towards the betterment of area communities.

All correspondence concerning this RFP shall be handled through the contact information below.

Brooks Contractor
1195 Beal Road
Goldston, NC 27252
919-837-5914 office
919-837-5097 fax
info@brookscontractor.com

Please accept the signature below to contractually bind Brooks Contractor to the scope of work and understanding of Orange County Solid Waste's service needs within this proposal.


 Amy M. Brooks, Secretary

2. Statement of Understanding of Services Sought by County

Brooks Contractor will continue to provide a level of service that supports the community's desire to be stewards of the environment, and shall provide services in a friendly and efficient manner that benefits and compliments the waste generators' efforts to reduce the amount of organics sent to area landfills. In addition, Brooks Contractor wishes to utilize on-site management for areas of concern that can be handled through Brooks' employees and the waste generator's employees in an effort to reduce unnecessary off-site time and attention. Areas of concern that can usually be handled on-site without input from the County include time of regular collections, temporary schedule modifications, contamination issues, on-site placement of carts, and other site-specific issues in which Brooks strives to provide the waste generator with modified or additional services at no additional charge to the County. Brooks Contractor understands the importance of working with waste generators in an effort to provide services that do not hinder daily business operations of the site. Brooks Contractor will continue to provide services that increase the quality and effectiveness of food residuals collection & composting for all parties involved. 7P

If a particular item number in the RFP is not addressed, let it be understood that Brooks Contractor fully recognizes and complies with the issue at hand and has taken the particular item not addressed into consideration in the completed cost proposal.

Brooks Contractor wishes to utilize all containers currently in use and being serviced. If carts are damaged or otherwise rendered unusable they shall be marked as such and replaced as soon as possible to avoid disruptions in service. Waste generators shall remain on the same service schedule as fiscal year 2010-2011, unless all interested parties agree that an amended service schedule is to benefit the program. Brooks Contractor welcomes discussion of smaller stops under the typical 2000 lb/mo frequency, so long as the waste generator expresses a willingness to serve the community and increase food diversion efforts. Brooks Contractor is enthusiastic about the possible expansion within the County's program to include food residuals from local school systems. It is our belief that exposing young children early on to waste reduction and utilization efforts offers impressionable minds a clear picture of environmental concerns and solutions now and for the future. Communication between Brooks' elected contact and Orange County's elected contact shall be such that both parties are aware of any issues of concern that require immediate attention.

ALL tipped containers shall be rinsed with high pressure hot water, along with degreaser and deodorizer to keep odors at a minimum, and maintain serviceability and outside appearance of containers. In the event that truck malfunctions prevent the system from working, Brooks Contractor takes full

responsibility and will maintain its good faith effort to clean containers as soon as possible. This requires good judgment on part of the food residuals collection manager as to which locations will require immediate action in the form of backup equipment, and which locations are not time-sensitive. In the event that a waste generator is not fully satisfied with the condition or appearance of carts for reasons including but not limited to appearance, the contractor takes full responsibility in making sure the problem is corrected and the customer is satisfied. Brooks Contractor strives to hold the health and safety standards of applicable local and federal laws with utmost importance in regards to the cleanliness and appearance of Brooks' containers used for food residuals collection.

Any fallen foods on the ground are shoveled into the tipper. Liquids (other than water spray) are cleaned with Oil-Dri (*see attached MSDS*), an absorbent powder. The material is then shoveled into the truck and hauled with the food waste to be composted. Brooks' employees will work to reduce excess spray from the pressure cleaning of carts and dumpsters. All excess water resulting from the cleaning of carts will be emptied back into the truck and hauled to Brooks Compost Facility and will be composted along with the County's organic wastes. In the event of any fluid spills from the truck, fluids will be contained using an emergency shut-off valve and excess fluids will be absorbed using Oil-Dri. As a precaution, Brooks also uses environmentally-friendly hydraulic oil.

V-600 Vulcan on-board truck scales are utilized to provide weights with each tip. Each stop is weighed individually. This system is designed to weigh one dumpster or several carts together. All weights are stored electronically and downloaded by office personnel a minimum of twice/week, but can be accessed and downloaded at any time. Weights are compiled by location in a spreadsheet that includes the date, number of carts or dumpsters tipped, and weight of compostable waste collected. Specific time of collection is not included but is often accessible should it be needed. While a spreadsheet is provided for each month's service, up-to-date weights shall be provided to the customer in a timely manner when requested.

After carts are tipped, the waste will be transported to Brooks Compost Facility (SWC-19-05) to be received via on-site scales (as another method to check the accuracy of on-board truck scales) and homogenously mixed with other organics for processing and composting. The finished product is sold at significantly reduced rates to local farms, in an effort to reduce the cost of critical nutrient and organic matter inputs, as well as increase the economic feasibility of expanding such farms that provide to local communities.

3. Project Personnel

Primary contact

Amy Brooks 919-842-6063 amy@brookscontractor.com
 Food Residuals Collection and Composting Program Manager, 6 years experience
 Current point of contact for Orange County Solid Waste food residuals collection
 Currently managing nearly 100 locations participating in the food collection program
 11 year employee and officer of Brooks Contractor
 2007, North Carolina State University, B.S. in Natural Resources, Soil & Water Systems

Secondary contact and fleet manager

Alan Brooks 919-842-0010 alan@brookscontractor.com
 General Manager, 13 years experience in compost facility management and fleet management
 Responsible for truck modifications and overall maintenance of fleet
 17 year employee and officer of Brooks Contractor

Both contacts shall be available as a 24/7 contact for any emergency issues that should arise. Both contacts will be allotted a minimum of 12 hours per week to devote to daily operations management of food residuals collection within the county. In addition, Amy Brooks will be allotted a minimum of 40 hours, with more time available if needed, to work with the county on additional signage provided to waste generators in an effort to increase education and outreach and reduce contamination and other issues associated with the program. Alan Brooks will be available for any modifications or repairs to equipment should regulations or the customer's best wishes require changes in service or fleet management.

4. Subconsultants and Subcontractors

All work performed will be provided solely by Brooks Contractor and Brooks Compost Facility.

5. Current and Past Experience

Brooks Contractor provides food waste collection to nearly 100 locations, following the same protocol and scope of work as included in section two of this proposal. The program is still expanding to meet the needs of additional clients, and is expected to add at least 10 locations to the service route throughout 2011. Program expansion is the result of a continued focus on customer satisfaction and the Contractor's flexibility to meet the needs of various types of waste generators throughout North Carolina.

References

Bob Lyford
 Angus Barn
 919-787-3505

Ryan Moore
 Foodservice Director
 Elon University
 336-278-5356 Office
 moore-ryan@aramark.com

Tammy Hope
 Quality Assurance Manager
 Duke University Dining Services
 919-660-3926
 Tammy.hope@duke.edu

Ron Bold
 Whole Foods, Raleigh (Wade Avenue location)
 919-828-5805
 ron.bold@wholefoods.com

Mike Salerno
 Senior Manager Property Administration
 Biogen Idec RTP
 919-993-1440
 mike.salerno@biogenidec.com

Alan Wood
 Aramark at EPA in RTP
 919-541-5070
 Wood-alan@aramark.com

Brooks Contractor also encourages the county to consider the input of any managers of waste generators we currently service within the county. We believe Brooks Contractor has provided exceptional service and showed great willingness to work with our customers. At some sites, we have done this by providing minor modifications to our service that benefit the waste generator greatly, although it may provide more work for Brooks Contractor and its employees. We strive to satisfy the customer's needs and assist in any way possible to lessen the burden and create a positive attitude surrounding food diversion.

6. Technical Expertise

Brooks Contractor and Brooks Compost Facility are in good standing with all local and state regulatory agencies. Brooks Contractor has been responsible for operating a food collection and composting program for approximately twelve years, and was one of the first in the country to develop a program of its kind. Through the vision and common-sense approach of founder Dean Brooks, Orange County Solid Waste found a solution to a growing organics recycling need. Together with the county, the Brooks team was able to envision a "closed loop" system in which the county's organics waste stream could become a valuable re-introduction to the county's landscape and farming system and the county's food suppliers. It's a win-win situation for all parties involved, and everyone has regained a sustainable approach. Brooks Contractor is proud to have provided the county with working solutions then, and would be proud to continue meeting and exceeding their expectations in working together towards a common goal surrounding a long-standing relationship.

Outside of the county we service nearly 70 locations including several universities, government agencies, large groceries, restaurants, schools, and RTP cafeterias. After joining our food residuals collection, many customers have been able to reduce their total waste stream, as well as divert high percentages of organics from the waste stream. In addition to regularly serviced customers, there has

been a rise in the number of special events in which Brooks collects organics from on a one-time basis. As with all customers, Brooks works with the individualized needs of the client to determine the best solution regardless of the amount of waste produced. We see every client, small or large, as a valuable customer that we can help to meet their goals.

Brooks Contractor does not limit itself on current collection methods to meet its ever-growing client base. As the needs of the industry change, we are prepared to offer services outside our current scope of work that may better suit potential clients. This may include but is not limited to innovative equipment designed specifically for optimization of food residuals collection. Brooks Contractor will continue to put the customer first, providing appropriate equipment to handle organic waste streams in a manner that is effective and productive.

7. Project Approach

Brooks Contractor wishes to continue providing food residuals collection and composting services to Orange County Solid Waste with a seamless transition into the proposed contract to collect organics.

Brooks Contractor and Brooks Compost Facility would be pleased to have the opportunity to continue the closed loop system that has addressed the County's needs since 1999. Please see preceding areas within the proposal for more information concerning project approach. The following addresses areas of concern not mentioned elsewhere in the contract.

Brooks will provide scheduled services permitting roadways are passable and containers are accessible. During snow and/or ice Brooks may delay scheduled pickups to mid-morning or 12 noon to allow for major roadways to be cleared. Brooks will only proceed with schedule alterations upon discussion with and approval from the County's designated contact.

In the event of predicted severe weather that has the potential to halt area roadway travel, and upon clearance of the County's point of contact, Brooks may opt to dispatch an additional truck prior to when severe weather conditions are to impact the area in order to avoid dangerous roadway conditions. This insures that serviced containers will not be subject to overflow. Brooks will do all in its power to honor existing contracts and commitments during severe weather.

8. Storage, Disposal, and Composting/Recycling/Digestion/Processing Facilities

<u>TRUCK Number</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>
B-10	1994	Ford	LTL9000
B-15	2000	Volvo	WG64
B-22	1995	Volvo	WG64
B-27	2002	Freightliner	FL112
B-30	2008	MACK	Granite
B-31	2007	MACK	Granite

B-32	1999	MACK	MR688
B-33	1999	MACK	MR688

The above lists all trucks available at the contractor's disposal to complete and further expand the county's program. The above listed includes trucks that will collect on a daily basis, as well as back up collection vehicles and other vehicles designed to collect food waste in larger quantities, or otherwise from yearly special events. Other collection methods that utilize larger van trailers (not listed above) are available should the county need to modify collection protocol for new or larger waste generators.

All trucks carrying incoming waste materials to be composted at Brooks Compost Facility are weighed on certified truck scales upon entering the facility with each load. ALL MATERIALS COLLECTED IN BROOKS CONTRACTOR'S SPECIALLY-DESIGNED FOOD WASTE COLLECTION TRUCKS ARE HAULED TO BROOKS COMPOST FACILITY FOR COMPOSTING. Understand that other customer's materials may be included with the load. Daily scale tickets pertaining to the county's waste will be provided upon request. Materials received with the load that are not compostable may be sorted and hauled to a landfill or recycled.

Please accept the following as a simple description of the daily operations of Brooks Compost Facility. The compost facility is situated on the Brooks family land that was previously utilized for dairy and agriculture purposes. The facility is located on the same tract of land at 1195 Beal Road in Goldston that Brooks Contractor manages and operates.

[Various wastes or "feedstocks" enter our facility and are weighed to track tonnages and for reporting purposes. Wood wastes and other "bulking materials" are stored and used as needed, whereas other nitrogenous materials (such as food waste) are immediately homogeneously mixed to begin the composting process. The mixture will almost immediately begin a temperature rise and the composting process begins. "Windrows" (long, narrow piles or rows) are formed from the mixture and we let Mother Nature do her work. Our goal as a commercial compost facility is to speed up nature's processes. We do this by making sure the microbes that are responsible for breaking down organics are given an optimal environment to work. When the beneficial decomposing microbes are at an optimal temperature range (131-155 F), harmful microbes and pathogens are destroyed. Windrows are monitored closely and aerated with a "windrow turner" which also inverts the windrow to make sure that all materials reach the proper temperature requirements. Moisture from the facility's stormwater pond is added when needed, all the while abiding by PFRP (Process to Further Reduce Pathogens) standards in the compost industry. The facility is able to utilize the excess stormwater in cooling down windrows; which provides another opportunity to re-introduce nutrients into the compost. On average, the active composting phase lasts 3-4 months. The windrows are then moved to large curing piles for stabilization, and will remain there for at least 1 year unless a shorter curing time is required by the end user. Screening the compost to ½" is the last step before marketing and selling the compost. Oversized materials (like larger pieces of wood) will go back through the process, and may take several cycles to break down. Our compost is sold for use in landscaping, food production, athletic fields, erosion control, and generally as an amendment where poor soil hinders plant growth or more nutrient value is needed.]

Michael Scott
 Solid Waste Section Chief
 NC DENR-Division of Waste Management
 919-508-8497
 michael.scott@ncdenr.gov

Michael Scott is in charge of our permit and operations oversight and will be glad to answer any questions you may have concerning our permit and operations at Brooks Compost Facility. The facility has had no written violations or citations within the last two years, and does not have any pending litigation. We are in good standing with NCDENR and all local agencies, and serve as a model facility for the compost industry. Brooks Compost Facility believes in working together with state and local officials and surrounding communities to provide real world solutions to a growing population that place a significant value on health and environmental concerns. Brooks Contractor is currently working on a project that would bring a high-solids anaerobic digester to Brooks Compost Facility. Proposed project completion date is currently set for September of 2012. We anticipate this project to bring the company an even stronger commitment to providing services and products at increasingly affordable prices. As a composter and provider of quality and nutrient-dense soil amendments, we feel an anaerobic digester is the last step in complete utilization of a waste product.

Please see attached permit #SWC-19-05

Please see attached hauler license

9. Pricing

Brooks Contractor wishes, for the third fiscal year straight, to maintain their pricing for the food residuals collection contract. Pricing shall maintain as follows:

Cost per ton- \$80.00

Cost per liner- \$1.00

Used cooking oil collection is to remain a free service at the disposal of all food waste generators.

No Brooks Contractor employees performing work related to this RFP will be making less than Orange County's living wage of \$10.33 per hour.

10. Financial Capability and Insurance

If chosen to continue providing food residuals collection and composting services to the County, Brooks Contractor will not have to make modifications to equipment or purchase any additional containers for service. The contractor shall have additional replacement containers in storage at all times should they be needed. Financially, Brooks Contractor is fully equipped and eager to respond to the growing needs of the County, and is able to expand its services beyond the scope of work should the County's needs change.

Once the County's waste is put into Brooks Contractor's collection containers, the waste is the property and responsibility of Brooks Contractor. Proper measures shall be taken to meet or exceed all applicable regulation within the collection, transport, and composting of organics received.

Please see attached insurance certificate

EXECUTION OF PROPOSAL

PROJECT NAME: Food Waste and Organic Waste Collection

PROPOSAL REQUEST NO. 367-5175

THIS PAGE MUST BE FULLY EXECUTED AND SIGNED FOR THE PROPOSAL TO BE CONSIDERED.

The person executing the proposal, on behalf of the vendor, being first duly sworn, deposes and says that:

- (1) He or she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (2) Neither he/she, nor any official, agent or employee of the vendor has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competition in connection with this proposal; and

SIGNATURE OF PROPOSER Judy D. Brooks Contractor, Inc. "DBA" Brooks Contractor

Judy D. Brooks Contractor, Inc. "DBA" Brooks Contractor
(Print full name of corporation)

1195 Beal Rd Goldston NC 27352

(Address - County - State - Zip Code)

Attest

Jenny M. Brooks
(Secretary/Assistant Secretary)

By:

Judy D. Brooks
President/Vice Pres/Assistant Vice President

Printed:

Judy D. Brooks

Title:

Pres

CORPORATE SEAL:

Federal ID. or Social Security Number: 56-1692716

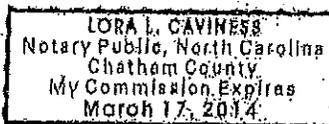
NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me
This 24 day of May, 2011.

Lora L. Caviness

Notary Public
Title

My Commission Expires March 17, 2014



**COUNTY OF ORANGE
DEPARTMENT OF FINANCIAL SERVICES
PO BOX 8181
HILLSBOROUGH, NORTH CAROLINA 27278
FORMAL BID PROPOSAL FORM**

The undersigned declares that they have examined the Notice To Bidders, Instructions To Bidders, and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees that if this proposal is accepted within ninety (90) days, the undersigned will supply and deliver, as ordered, all equipment as required under these specifications at the prices set forth below:

	Description	Unit of Measure	Price
1	Food and Organic Collection and Disposal (compost/digester, or other)	Cost per Ton	\$ 80.00
2	Compostable Liner (If applicable)	Cost per Liner	\$ 1.00
3	Price per stop (If applicable)	Cost per stop	N/A
4	Price per location (If applicable)	Cost per location	N/A
5	Additional costs and/or pricing structure for the County's consideration. (detail below)		N/A
6			
7			
8			
9			
10			

Company Judy D. Brooks Contractors, Inc "DBA" Brooks Contractor

Address 1195 Beal Rd
Goldston NC 27352

By: Judy D. Brooks
Judy D. Brooks
(Above name printed or typed)

Phone: 919-837-5914



North Carolina Department of Environment and Natural Resources

Division of Waste Management

Dexter R. Matthews
Director

Beverly Eaves Perdue
Governor

Dee Freeman
Secretary

January 22, 2010

Mr. Dean Brooks
Brooks Compost Facility
1195 Beal Rd
Goldston, NC 27252

Re: Solid Waste Compost Permit SWC-19-05

Dear Mr. Brooks:

Enclosed is your permit to operate a Large, Type 3 Solid Waste Compost Facility in Goldston, North Carolina. Please carefully read all permit conditions. The operation manual submitted with your application has been incorporated into your permit. Your permit number is SWC-19-05. The permit expiration date is January 22, 2015.

Mr. Robert Hearn, Environmental Senior Specialist, will be responsible for facility inspections. Mr. Hearn can be contacted at 919-508-8533. If you have any questions please feel free to contact our staff engineer Mr. Zi-Qiang Chen, Ph.D. at 919-508-8523, or myself at 919-508-8508.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael E. Scott". The signature is fluid and cursive, written over a white background.

Michael E. Scott, Supervisor
Composting & Land Application Branch

cc: Robert Hearn, Environmental Senior Specialist, DWM.
Zi-Qiang Chen, Ph.D., Composting & Land Application Branch
Central File, Solid Waste Section, Division of Waste Management

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF WASTE MANAGEMENT
1646 MAIL SERVICE CENTER
RALEIGH, N.C. 27699

Brooks Compost Facility

is hereby issued a permit to operate a

LARGE, TYPE 3 SOLID-WASTE COMPOST FACILITY

at 1195 Beal Road in Chatham County

Permit Number: SWC-19-05

In accordance with Article 9, Chapter 130A, of the General Statutes of North Carolina and all rules promulgated thereunder and subject to the conditions set forth in this permit.

1/22/10
Date


Michael E. Scott, Branch Head
Solid Waste Section

Facility: Brooks Compost Facility
SWC Permit #: 19-05
County: Chatham

Page 2 of 3

Permit Conditions:

1. Operation and maintenance of this facility shall be in accordance with the Solid Waste Compost Rules (15A NCAC 13B, Section .1400), the Permit Application and the Operation and Maintenance Manual submitted with the permit application, and these permit conditions. Failure to comply may result in compliance actions or permit revocation by the Division of Waste Management.
2. This facility shall be operated in such a manner that erosion and runoff from the site shall be controlled. Any leachate generated at the facility and any runoff from the facility shall be managed in such a manner that ground or surface water quality will not be adversely affected. The facility shall be maintained to prevent the accumulation of stormwater or leachate on travel areas or active composting sites.
3. An appropriate Division of Water Quality permit for managing any stormwater or wastewater on the facility shall be maintained.
4. Only materials specifically listed in the permit application may be managed at this facility. Before additional materials may be added, there must be adequate testing and prior approval by the Division of Waste Management in writing.
5. All compost produced at the facility shall meet the requirements of Rule .1407 of the Solid Waste Compost Rules and the permit application.
6. Testing and reporting shall be conducted in accordance with the requirements of Rule .1408 and the permit application. An annual report of facility activities for the fiscal year July 1 to June 30 shall be submitted to the Division by August 1 of each year on forms provided by the Division. This report shall include the amount of materials composted in tons.
7. The compost operation and the compost pad shall be operated and maintained with sufficient dust control measures to minimize airborne emissions and to prevent dust from becoming a nuisance or safety hazard.
8. Windrow data shall be maintained in writing as required to document temperatures, moisture levels and turning intervals. Bulk density and C:N calculations shall be reviewed no less than every 14 days.
9. Brooks Compost Facility shall ensure that windrow moisture levels in the compost windrows are maintained in the 40-60% range for newly created windrows and compost windrows within PFRP.

Facility: Brooks Compost Facility
SWC Permit #: 19-05
County: Chatham

Page 3 of 3

10. Windrow dimensions for active composting shall be limited to a maximum of 7' high x 20' wide unless otherwise approved by the Division.
11. Windrow turning shall not occur without consulting weather forecasts for favorable conditions including temperature, wind direction, temperature inversions, and precipitation.
12. The odor management plan shall be followed to minimize odors at the facility boundary. Upon receipt of a facility complaint the facility operator shall investigate and take action as necessary to minimize the cause of the complaint. A copy of all complaints regarding this facility shall be maintained for two years including the operator's actions taken to resolve the complaints.
13. Feedstocks shall not be received that are in an anaerobic state.
14. The facility shall be operated in a manner that reduces the potential for vector attraction.
15. Stockpiling of finished product shall be limited to a height of 60'.
16. The facility operational capacity for this permit shall be limited to 75,000 tons of feedstocks per year received for composting.
17. This permit shall expire on January 22, 2015. Changes in ownership, increase in facility capacity, or receiving feed stocks not identified in the permit application shall require a permit modification.



Orange County
Financial Services Department

ADDENDUM #1

May 6, 2011

RFP 367-5175

FOOD WASTE AND ORGANIC WASTE COLLECTION

To all Vendors:

Modifications to bid documents for the above named Request for Proposal are made as follows and shall be included in the proposed amount:

1. The due date has been extended until May 24, 2011 at 5:00 pm. The first day of new Food Waste and Organic Waste Contract shall be September 1, 2011.
2. A sign in sheet from the pre proposal is attached.
3. All questions must be submitted before May 17, 2011 at 3:00 pm.
4. Page 2 of this addendum contains questions that were submitted as well as the County's answers.
5. The per-ton cost of service for Food Waste Collection for future Fiscal Years will be negotiated annually, with any increase in the per-ton cost not to exceed an inflation factor of three percent (3%) with justification.

All other terms and conditions shall remain the same

By: David E. Cannell, Purchasing Agent; dcannell@co.orange.nc.us ~ (919) 245-2651

A signed copy of this addendum shall be included with the bid submitted by your company

Company Name:

Judy D. Brooks Contractor Inc, "DBA" Brooks Contractor

By:

Amy M. Brooks

Date Received:

May 9th 2011

P.O. Box 8181 200 South Cameron Street Hillsborough, North Carolina 27278
Telephones: Area Code 919 245-2651 Fax: 919 644-3324

Questions and Answers

1. What is the current pricing for the services? Are any fuel/energy surcharges applicable? Can we view a recent invoice? Include any fuel/energy surcharges in your bid. Attached is a copy of an invoice.
2. What does it mean under "D. Container Description" to have a "properly sealed" container? We understand about non-leaking containment, but this seems to be referring to something else. ? The container must have a lid or cover that closes tightly or is flush with the body of the container to prevent rodents or any other vectors from crawling in.
3. If the carts are required to have liners, why are they also required to be cleaned after each service? Are all containers serviced after each service, without fail? Presently, in what manner are they cleaned? ? The carts are not required to have liners. Only a few places use liners. Even in the case of the lined containers, if bags break and/or the lids get food waste on them, they are washed out. All containers are currently cleaned after every service. The 65 gallon carts and the 6/8 yard dumpsters. They are sprayed out with a power washer using hot water and degreaser/sanitizer and then the water is captured in the truck with the organic waste.
4. In one place under "Proposal Deadline" the RFP references Thursday, May 17th as the submission date, but May 17th is a Tuesday. Is May 17th the correct day? N/A.
5. This RFP could be seen as having a very short turn-around timeframe for responses. Is it possible to have an extension of one week for proposal submission and one month for service start up? Getting specialized equipment in place in such a limited time will be difficult. The due date has been extended until May 24, 2011 at 5:00 pm. The first day of new Food Waste and Organic Waste Contract shall be September 1, 2011.
6. While the service locations are listed, is it possible to expand the list to include the size of containers and service frequencies? An invoice may supply that data. ? This information is attached.
7. We are interested in more information as to what are meant by "Milestone dates". They appear to be linked to payments, but it is unclear. Milestones not pertinent other than requirement of startup date. Vendor will be paid for service.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pelnik Insurance & Financial Services 100 Ridgeview Drive Suite 100 Cary NC 27511		CONTACT NAME: Julie Sizemore PHONE (A/C, No. Ext): (919) 459-8000 FAX (A/C, No.): (919) 459-8019 E-MAIL ADDRESS: julie.sizemore@pelnik.com PRODUCER CUSTOMER ID#: 00007500	
INSURED JUDY D BROOKS CONTRACTOR INC. 1195 BEAL RD GOLDSTON NC 27252-9595		INSURER(S) AFFORDING COVERAGE INSURER A: Frankennuth Mutual Ins Co NAIC # 13986 INSURER B: Builders Mutual Insurance Co INSURER C: Essex Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1121608213 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BOF6000154	2/18/2011	2/18/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMB/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA 6000154	2/18/2011	2/18/2012	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			BOF6000154	2/18/2011	2/18/2012
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe in/or DESCRIPTION OF OPERATIONS below	N/A	WCE1000641	2/18/2011	2/18/2012	<input checked="" type="checkbox"/> WC STATU TORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	Motor Truck Cargo		DMS12125	3/1/2011	3/1/2012	Unit \$25,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER (919) 661-9038	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Julie Sizemore/JSEM <i>Julie Sizemore</i>
---	--



Solid Waste Management Division

This certifies that

BROOKS CONTRACTOR

is a Licensed Solid Waste Hauler

Wake County, North Carolina

WCH002

License Number

License Expiration Date June 30, 2011

Licensed Hauler Program Coordinator



CORPORATION OF AMERICA
410 North Michigan Avenue
Chicago, IL 60611

Material Safety Data Sheet

Granular Absorbent (#1003000)

☎ (312)321-1515, Information (800)424-9300, Emergency

1. PRODUCT IDENTIFICATION

MSDS Number: 1003000

Identity: Granular Absorbent

Issued: September 24, 2009

Chemical Name Fullers Earth (attapulgite type) or bentonite (montmorillonite type) or amorphous opaline silica

2. COMPOSITION

Component	CAS Number	Amount
Silica Hydrated (Amorphous Opaline Silica)	7631-86-9	90-100%
Fullers Earth	8031-18-3	80-90%
Bentonite (Montmorillonite type)	1302-78-9	90-93%
Quartz	14808-60-7	0-20%

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

This product is a non-combustible, chemically inert mineral. This mineral sample contains a small amount of naturally-occurring crystalline silica as quartz. Prolonged overexposure to respirable crystalline silica may cause lung disease (silicosis). IARC, in Monograph 68, has concluded that crystalline silica inhaled in the form of quartz from occupational sources is carcinogenic to humans (Group 1); however, carcinogenicity was not detected in all industrial circumstances studied. Because applications and exposure data indicate that exposure to respirable quartz in this product with normal use is well below the OSHA Permissible Exposure Limit (PEL) and ACGIH Threshold Limit Value (TLV); and because the company is not aware of any scientific or medical data available indicating that exposure to dust from this product under conditions of normal use will cause silicosis or cancer; adverse effects would not be expected from normal use of this product.

HEALTH HAZARDS

INGESTION: No adverse effects expected with unused material.

INHALATION: Inhalation of excessive concentrations of dust may cause irritation of mucous membranes and upper respiratory tract.

EYE: Contact may cause mechanical irritation and possible injury.

SKIN: No adverse effects expected.

SENSITIZATION: No adverse effects expected.

CHRONIC/CARCINOGENICITY:

Inhalation of excessive concentrations of any dust, including this material, may lead to lung injury. This product contains crystalline silica. Excessive inhalation of respirable crystalline silica may cause silicosis, a progressive, disabling and fatal disease of the lung. Symptoms may include cough, shortness of breath, wheezing and reduced pulmonary function. The International Agency for Research on Cancer (IARC), in Monograph 68 has concluded that crystalline silica inhaled in the form of quartz or cristobalite, from occupational sources is carcinogenic to humans (Group 1).

OILDRI
 CORPORATION OF AMERICA
 410 North Michigan Avenue
 Chicago, IL 60611

Material Safety Data Sheet

Granular Absorbent (#1003000)

(312)321-1515, Information (800)424-9300, Emergency

However, in making the overall evaluation, the Working Group noted that carcinogenicity was not detected in all industrial circumstances studied. Carcinogenicity may be dependent on inherent characteristics of the crystalline silica or on external factors affecting its biological activity or distribution of its polymorphs. The National Toxicology Program (NTP) classifies crystalline silica as a known carcinogen. Because applications and exposure data indicate that exposure to respirable quartz in this product with normal use is well below the OSHA Permissible Exposure Limit (PEL) and ACGIH Threshold Limit Value (TLV); and because the company is not aware of any scientific or medical data available indicating that exposure to dust from this product under conditions of normal use will cause silicosis or cancer; adverse effects would not be expected from normal use of this product.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:

None currently known.

4. FIRST AID MEASURES

EYE: Immediately flush eyes with cool running water, lifting upper and lower lids. If irritation persists or for foreign body in the eye, get immediate medical attention.

SKIN: None needed for normal use.

INGESTION: If used material is ingested, get medical attention due to possibility of chemical contamination. If large amount of unused material is swallowed, get immediate medical attention.

INHALATION: Remove to fresh air.

5. FIREFIGHTING MEASURES

FLASH POINT: This product is not combustible.

FLAMMABLE LIMITS Not applicable

EXTINGUISHING MEDIA:
 Use media that is appropriate for surrounding fire.

UNUSUAL FIRE OR EXPLOSION HAZARDS:
 None

SPECIAL FIREFIGHTING INSTRUCTIONS
 None required.

HAZARDOUS COMBUSTION PRODUCTS:
 None



Material Safety Data Sheet

Granular Absorbent (#1003000)

(312)321-1515, Information (800)424-9300, Emergency

6. ACCIDENTAL RELEASE MEASURES

Sweep up and collect for re-use or disposal

7. HANDLING AND STORAGE

HANDLING: Avoid breathing dust. If clothing becomes dusty, launder before re-use.

STORAGE: Store in a dry area.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

EXPOSURE GUIDELINES:

Component	Exposure Limit
Silica Hydrated (Amorphous Opaline Silica)	PEL - 80 mg/m ³ / % SiO ₂
Fullers Earth	PEL - 15 mg/m ³ TWA (total dust) PEL - 5 mg/m ³ TWA (respirable fraction)
Benfonite (Montmorillonite type)	PEL - 15 mg/m ³ TWA (total dust) PEL - 5 mg/m ³ TWA (respirable fraction)
Quartz	PEL - 10 mg/m ³ / % SiO ₂ +2 TWA TLV - 0.025 mg/m ³ TWA

PEL- OSHA Permissible Exposure Limit. TLY- American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value. TWA- 8 hour Weighted Average. STEL-Short Term Exposure Limit.

ENGINEERING CONTROLS:

For operations where the exposure limit may be exceeded, local exhaust ventilation is recommended.

RESPIRATORY PROTECTION:

For operations where the exposure limit may be exceeded, a NIOSH/MSHA approved high efficiency particulate respirator is recommended.

SKIN PROTECTION: None required for normal use.

EYE PROTECTION: Safety glasses or goggles recommended.

OTHER: None required for normal use.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE AND ODOR:

Gray to tan (or red) granules, no odor

PHYSICAL STATE: Solid

BOILING POINT: Not applicable

VAPOR PRESSURE: Not applicable

VAPOR DENSITY: Not applicable

SOLUBILITY IN WATER:

OILDRI
 CORPORATION OF AMERICA
 410 North Michigan Avenue
 Chicago, IL 60611

Material Safety Data Sheet
 Granular Absorbent (#1003000)

(312)321-1515, Information (800)424-9300, Emergency

Insoluble

SPECIFIC GRAVITY: 2.2

pH: Not applicable

MELTING POINT: Not applicable

OCTANOL/WATER COEFFICIENT:
 Not available

10. STABILITY AND REACTIVITY

STABILITY: Stable

INCOMPATIBILITY: Physical contact between this material and turpentine, hydrofluoric acid, vegetable oil or other unsaturated organic compounds (such as fish oil) may generate heat and/or fire. Do not use this material with these compounds.

HAZARDOUS DECOMPOSITION PRODUCTS

None

HAZARDOUS POLYMERIZATION:

Will not occur.

11. TOXICOLOGICAL INFORMATION

No data available.

12. ECOLOGICAL INFORMATION

No data available.

13. DISPOSAL CONSIDERATIONS

Dispose in accordance with local, state and federal environmental regulations. Unused material is suitable for disposal in sanitary landfill. Used material may be subject to regulation, depending on the nature of the material absorbed. Check with appropriate regulatory authority for used material containing hazardous waste.

14. TRANSPORT INFORMATION

PROPER SHIPPING NAME:

Not regulated

UN NUMBER: Not applicable

HAZARD CLASS/PACKING GROUP:
 Not applicable

LABELS REQUIRED: None



CORPORATION OF AMERICA
410 North Michigan Avenue
Chicago, IL 60611

Material Safety Data Sheet

Granular Absorbent (#1003000)

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15. REGULATORY INFORMATION

CERCLA/SUPERFUND None

SARA HAZARD CATEGORY (311/312):

Chronic Health

SARA 313:

None

TSCA:

All of the components of this product are listed on the EPA TSCA Inventory or exempt from notification requirements.

EINECS:

All of the components of this product are listed on the EINECS Inventory or exempt from notification requirements.

EEC R&S Phrases:

Xn Harmful, R48/20 Harmful; Danger of serious damage to health by prolonged exposure by inhalation; S22 Do not breath dust; S38 In case of insufficient ventilation, wear suitable respiratory equipment.

JAPAN MITI:

All of the components of this product are existing chemical substances as defined in the Chemical Substances Control Law.

AICS:

All of the components of this product are listed on the AICS Inventory or exempt from notification requirements.

CANADIAN DSL:

All of the components of this product are listed on the Canadian Domestic Substance List or exempt from notification requirements.

CA PROPOSITION 65: This product contains respirable crystalline silica which is known to the State of California to cause cancer.

16. OTHER INFORMATION

NFPA RATING: Health=1 Fire=0 Reactivity=0

HMIS RATING: Health=1* Fire=0 Reactivity=0

The information in this data sheet is believed to be accurate. However, each purchaser should make its own test to determine the suitability of the product for its purposes. OIL-DRI CORPORATION OF AMERICA MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCT and assumes no responsibility for any risk or liability arising from the use of the information or the product. Statements about the product should not be construed as recommendations to use the product in infringement of any patent.



Material Safety Data Sheet

Granular Absorbent (#1003000)

(312)321-1515, Information (800)424-9300, Emergency

APPENDIX. ASSOCIATED PRODUCTS

This MSDS applies to the following products. Products are listed alphabetically across then down.

Absorbs It	All Purpose 18/40
All Purpose 18/40 2426#	Associates Premium
Calcine 5/18 Red	Concentrate
Concept Absorbent	DOC Private
Dryden Generic	Exclusiva
Flor Dri GA Generic	GA A.P. Private Label
Ga Generic	Grey Calcined 5/30
Ground Clay 4/20 GW	Ground Clay 6/30 GB
Industrial Quick Sorb	Instant Dri Blue
Instant Dri Red	Japanese Floor Abs.
OD Premium Absorb	OD Premium Absorbent
O-D Sams Premium Poly	Off Shore Generic
Oil Dri 12/24 LVM	Oil Dri Allpurpose
Oil Dri Allpurpose 33 1/3	Oil Dri Industrial
Oil Dri Industrial Absorbent	Oil Dri Premium Poly Abs
Oil Dri Regular Absorbent Plain	Oil Dri U.S. Special
Oil Zorb	Oil Zorb Premium Abs
Oil-Dri Automotive Premium 4/10	Oil-Dri Premium Poly Abs
Pvl Heavy Duty Generic	Quick Sorb Pail
SND Standard GB	Super Clean A.P. 18/40
White Absorbent	White Absorbent-Pvl

NORTH CAROLINA

ORANGE COUNTY

CONTRACT AMENDMENT #1

THIS CONTRACT AMENDMENT ("Amendment") is made and entered into this ___ day of _____ 2016 by and between ORANGE COUNTY (hereinafter referred to as "County") and Judy D. Brooks Contractor, Inc., (hereinafter referred to as "Provider").

WITNESSETH:

THAT WHEREAS, the County and Provider entered into a contract dated June 21, 2011 (internally designated as 2011-219), for the provision of services to the County (hereinafter the "Original Agreement"); and

WHEREAS, the County and Provider desire to extend the Original Agreement while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made in the Original Agreement and herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement in Section 4(a) is hereby extended through June 30, 2018.
2. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent it is not inconsistent with this Amendment.

IN TESTIMONY WHEREOF, this Amendment has been executed by the parties hereto, as of the date first above written.

ORANGE COUNTY:

PROVIDER:

Bonnie Hammersley, County Manager

Judy D. Brooks, President
 Judy D. Brooks Contractor, Inc.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

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

SUBJECT: Authorization to Declare Solid Waste Management Items Surplus

DEPARTMENT: Solid Waste Management and Asset Management Services

ATTACHMENT(S):

INFORMATION CONTACT:

Gayle Wilson, 968-2885
Jeff Thompson, 245-2658
David Cannell, 245-2651

PURPOSE: To consider declaring various vehicles as surplus.

BACKGROUND: The Director of Asset Management Services is authorized to declare items surplus up to \$5,000. Currently the Solid Waste Department has four vehicles that were recently replaced or are no longer serviceable. It is possible that all may exceed \$5,000 in value. As with numerous previous vehicles and pieces of equipment, staff proposes to sell the listed vehicles to the highest bidder through GovDeals.com. Although possible, minimum bid amounts are not contemplated at this time as the significant number of bidders in the past has precluded the need for minimum bid thresholds. General practice has been to only establish minimum bids for larger, more valuable vehicles and equipment.

Asset Number	Description	Division	Year	Mileage	Vehicle/Equipment Number
2011	Front End Garbage Truck	Sanitation	2005	131,862	678
499	Ford Pickup	Sanitation	1997	101,901	469
2180	Recycling Truck	Recycling	2009	134,372	776
1083	Recycling Truck	Recycling	2005	157,142	640

FINANCIAL IMPACT: Proceeds from the sale of these items, less any applicable fees, will be returned to the Solid Waste Management Department enterprise fund.

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

RECOMMENDATION(S): The Manager recommends that the Board 1) declare the items surplus and 2) authorize the AMS Director to affect the sale of the items through GovDeals.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

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

SUBJECT: BOCC Rules of Procedure Revision

DEPARTMENT: BOCC

ATTACHMENT(S):

INFORMATION CONTACT:

Donna Baker, Clerk to the Orange
County Board of Commissioners, 919-
245-2130

PURPOSE: To consider approval of a modification to the BOCC Rules of Procedure to move the Consent portion of the agenda to immediately follow Petitions by Board Members.

BACKGROUND: The Board of Commissioners adopted their "Rules of Procedure for the Board of County Commissioners" in May 2002. Multiple amendments have been made since that time.

At the March 22, 2016 Commissioner Mia Burroughs petitioned the BOCC to move consent items to the beginning of the agenda. The Order of Business below reflects the proposed revision to the BOCC Rules of Procedure.

Regular Meetings. For all regular meetings, items shall be placed on the agenda as listed below:

1. Additions or Changes to the Agenda
Public Charge
2. Public Comments (Limited to One Hour)
3. Announcements and Petitions by Board Members (Three Minute Limit Per Commissioner)
4. Consent Agenda
 - Removal of Items from Consent Agenda
 - Approval of Remaining Consent Agenda
 - Discussion and Approval of the Items Removed from the Consent Agenda
5. Proclamations/Resolutions/Special Presentations
6. Public Hearings
7. Regular Agenda
8. Reports
9. County Manager's Report
10. County Attorney's Report
11. Appointments
12. Board Comments

13. Information Items
14. Closed Session
15. Adjournment

FINANCIAL IMPACT: There is no financial impact associated with consideration of this item.

SOCIAL JUSTICE IMPACT: There are no Social Justice Goal impacts associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board approve proposed change in the agenda order.

ORD-2016-015

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

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

SUBJECT: Application for North Carolina Education Lottery Proceeds for Chapel Hill – Carrboro City Schools (CHCCS) and Contingent Approval of Budget Amendment #8-A Related to CHCCS Capital Project Ordinances

DEPARTMENT: Finance and Administrative
Services

ATTACHMENT(S):

Attachment 1. CHCCS – Lottery
Proceeds Debt Service
Application

INFORMATION CONTACT:

Paul Laughton, (919) 245-2152

PURPOSE: To approve an application to the North Carolina Department of Public Instruction (NCDPI) to release proceeds from the NC Education Lottery account related to FY 2015-16 debt service payments for Chapel Hill – Carrboro City Schools (CHCCS), and to approve Budget Amendment #8-A (amended School Capital Project Ordinances), contingent on the NCDPI's approval of the application.

BACKGROUND: Both County School Systems have previously presented approved resolutions from their respective Boards requesting that the County modify its Capital Funding Policy by applying accumulated lottery funds to debt service payments, and permitting current year withdrawals of lottery proceeds immediately after the State's quarterly lottery fund allocations. This policy expedites both the application process and the receipt of funds for both school systems.

Currently, the accumulated available lottery proceeds for Chapel Hill – Carrboro City Schools (CHCCS) is \$210,344. The attached application requests NCDPI to release lottery proceeds in the amount of \$210,000 to cover debt service for projects previously financed for the Chapel Hill – Carrboro City School system.

Budget Amendment #8-A provides for the receipt of the Lottery Proceeds, contingent on NCDPI's approval of the application, and substitutes the amount of Lottery Proceeds approved for debt service as additional Pay-As-You-Go (PAYGO) funds for FY 2015-16 for CHCCS long-range capital needs and projects, and amends the budgets for the following CHCCS capital projects:

Chapel Hill – Carrboro City Schools (\$210,000):

Athletic Facilities (\$210,000) – Project # 54002 (Funds will be used for Chapel Hill High School and Carrboro High School athletic track and field improvements)

Revenues for this project:

	Current FY 2015-16	FY 2015-16 Amendment	FY 2015-16 Revised
From General Fund (PAYG)	\$885,000	\$210,000	\$1,095,000
Total Project Funding	\$885,000	\$210,000	\$1,095,000

Appropriated for this project:

	Current FY 2015-16	FY 2015-16 Amendment	FY 2015-16 Revised
Athletic Facilities	\$885,000	\$210,000	\$1,095,000
Total Costs	\$885,000	\$210,000	\$1,095,000

FINANCIAL IMPACT: The total Lottery Proceeds requested from the NCDPI for Chapel Hill–Carrboro City Schools is \$210,000.

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

RECOMMENDATION(S): The Manager recommends that the Board approve, and authorize the Chair to sign, the application for North Carolina Education Lottery Proceeds; and approve Budget Amendment #8-A receiving the Lottery Proceeds and the amended CHCCS Capital Project Ordinances, contingent on NCDPI’s approval of the application.

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Orange County

Contact Person: Gary Donaldson

LEA: Chapel Hill - Carrboro City Schools

Title: Chief Financial Officer

Address: P.O. Box 8181, Hillsborough, NC

Phone: (919) 245-2453

Project Title: FY 2015-16 Debt Service (2015 Modification Agreement to Fall 2006 Private Placement)

Location: _____

Type of Facility: _____

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Debt Service associated with the 2015 Modification Agreement issued September 2015 from the original Fall 2006 Private Placement for CHCCS(Carrboro High School)

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		_____
Debt Payment / Bond Payment	_____		210,000.00
TOTAL	_____	\$	210,000.00

Estimated Project Beginning Date: July 2015 Est. Project Completion Date: June 2016

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 210,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

(Signature — Chair, Board of Education)

(Date)

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

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

SUBJECT: Amendment Outline Forms and Schedules – Hillsborough Area Economic Development District

DEPARTMENT: Planning and Inspections

ATTACHMENT(S):

1. Amendment Outline Form – Hillsborough/Orange County Joint Land Use Plan Amendments
2. Amendment Outline Form – UDO Text Modifications to Regulations Pertaining to the Hillsborough Economic Development District
3. Amendment Outline Form - Rezoning of Parcels in the Hillsborough Economic Development District, South of Interstate 40 in the Vicinity of Old Highway 86

INFORMATION CONTACT: (919)

Craig Benedict, Planning Director, 245-2575
Perdita Holtz, Planner III, 245-2578
Tom Altieri, Planner III, 245-2579
Steve Brantley, Economic Development Director, 245-2326

PURPOSE: To consider and approve process components and schedules for upcoming government-initiated amendments to the Town of Hillsborough/Orange County Central Orange Coordinated Area Land Use Plan, the Orange County Unified Development Ordinance (UDO), and the Orange County Zoning Atlas.

BACKGROUND: Three related amendments are being proposed to further Board of County Commissioners' goals to promote economic sustainability through planning policies and orderly growth. These related, but separate, items pertain to the Hillsborough Economic Development District, particularly the portion of the district located south of Interstate 40 in the vicinity of Old Highway 86.

The three amendments affect the Hillsborough Economic Development District, particularly the area south of Interstate 40 in the vicinity of Old Highway 86 where the County is currently working on plans to invest approximately \$1.5 million to extend water and sewer infrastructure. The amendments strengthen the economic development potential by targeting jobs and tax base building land use and reducing residential potential.

The amendments are being coordinated with Town of Hillsborough staff and Town Board action is necessary for the proposed amendments to the Joint Land Use Plan. The Town's and County's processes for this amendment would run concurrently. These items are planned for the September 12, 2016 Quarterly Public Hearing.

1. Town of Hillsborough/Orange County Central Orange Coordinated Area Land Use Plan (a.k.a. Joint Land Use Plan) Amendment

The Amendment Outline Form in Attachment 1 provides additional information about this proposed amendment. This amendment would consist of map changes to up to five parcels to be determined through further discussion and coordination with Town staff. Staff agreement on the specific number of parcels involved and proposed future land uses will be reached by the end of April.

2. UDO Text Modifications to Regulations Pertaining to the Hillsborough Economic Development District

The Amendment Outline Form in Attachment 2 provides additional information about this proposed amendment. This amendment would consist of text changes to the UDO to modify some development standards and types of permitted uses within the Hillsborough EDD.

3. Rezoning of Parcels in the Hillsborough Economic Development District, South of Interstate 40 in the Vicinity of Old Highway 86

The Amendment Outline Form in Attachment 3 provides a map of potential properties to be rezoned and additional information about this proposed amendment to the County's Zoning Atlas. The intention is to rezone this area to zoning districts that allow for a broader range of uses and higher intensities.

Public Information Meeting Planned

Planning staff is suggesting a public information meeting, likely to be held during the last half of July, which would cover all three related items. Notice about the public information meeting would be mailed to affected property owners and to property owners within 1,000 feet of the affected area.

FINANCIAL IMPACT: Consideration and approval will not create the need for additional funding for the provision of County services. Costs for mailed notifications and the required legal advertisement will be paid from FY2016-17 Departmental funds budgeted for this purpose. Existing Planning staff included in the Departmental staffing budget will accomplish the work required to process this amendment.

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

- **GOAL: ENSURE ECONOMIC SELF-SUFFICIENCY**
The creation and preservation of infrastructure, policies, programs and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.
- **GOAL: ESTABLISH SUSTAINABLE AND EQUITABLE LAND-USE AND ENVIRONMENTAL POLICIES**
The fair treatment and meaningful involvement of people of all races, cultures, incomes and educational levels with respect to the development and enforcement of environmental laws, regulations, policies, and decisions. Fair treatment means that no

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

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

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

Other-2016-01

Town of Hillsborough/Orange County Central Orange Coordinated Area
Land Use Plan Amendments, South of Interstate 40 in the Vicinity of Old
Highway 86

A. AMENDMENT TYPE

Map Amendments

- Future Land Use Map:
From:
To:
- Zoning Map:
From:
To:
- Other: Town of Hillsborough/Orange County Central Orange Coordinated Area Land Use Plan (a.k.a. Joint Land Use Plan) Amendments - This amendment would consist of map changes to up to five parcels to be determined through further discussion and coordination with Town staff. Staff agreement on the specific number of parcels involved and proposed future land uses will be reached by the end of April.

Text Amendments

- Comprehensive Plan Text:
Section(s):
- UDO Text:
 - UDO General Text Changes
 - UDO Development Standards
 - UDO Development Approval Processes
 Section(s):
- Other:

B. RATIONALE

1. Purpose/Mission

In order to better promote economic development opportunities in the Hillsborough Economic Development District (EDD) and help preserve planned sewer capacities for non-single-family residential uses, the Planning Director is suggesting consideration of Joint Land Use Plan map changes south of Interstate 40 in the vicinity of Old Highway 86. Related zoning amendments are also being proposed as a separate action.

2. Analysis

The Joint Land Use Plan was adopted by the Town and County Boards in 2013. The County is currently working on plans to invest in extending water and sewer infrastructure to the south side of Interstate 40. Future land use classifications, assigned by the Joint Land Use Plan, in this area include: Suburban Office Complex, Neighborhood Mixed Use, and Mixed Residential Neighborhood. This amendment would consist of map changes to up to five parcels to be determined through further discussion and coordination with Town staff. Staff agreement on the specific number of parcels involved and proposed future land uses will be reached by the end of April.

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

Objective ED-1.5:

Identify barriers to development of desirable businesses and local businesses, and mitigate these barriers.

Objective ED-2.1:

Encourage compact and higher density development in areas served by water and sewer. (See also Land Use Objective LU-1.1 and Water and Wastewater Objective WW-5.)

Objective ED-2.5:

Identify lands suitable to accommodate the expansion and growth of commercial and industrial uses in the County.

Objective ED-2.7:

Select industrial sites in Economic Development Areas based on present and planned supporting systems, such as public water and sewer, access to adequate highway, rail, or public transportation infrastructures, and minimize detrimental environmental or negative social outcomes. (See also Water and Wastewater Objective WW-15.)

Land Use Goal 1: Fiscally and environmentally responsible, sustainable growth, consistent with the provision of adequate services and facilities and a high quality of life.

Objective LU-1.1:

Coordinate the location of higher intensity / high density residential and non-residential development with existing or planned locations of public transportation, commercial and community services, and adequate supporting infrastructure (i.e., water and sewer, high-speed internet access, streets, and sidewalks), while avoiding

areas with protected natural and cultural resources. This could be achieved by increasing allowable densities and creating new mixed-use zoning districts where adequate public services are available. (See also Economic Development Objectives ED-2.1, ED-2.3, ED-2.10, and Water and Wastewater Objective WW-2.)

Land Use Goal 4: Land development regulations, guidelines, techniques and/or incentives that promote the integrated achievement of all Comprehensive Plan goals.

4. New Statutes and Rules

N/A

C. PROCESS

1. TIMEFRAME/MILESTONES/DEADLINES

- a. BOCC Authorization to Proceed

April 19, 2016

- b. Quarterly Public Hearing

September 12, 2016

- c. BOCC Updates/Checkpoints

August 2, 2016 – Planning Board Meeting for Recommendation (BOCC receives agenda)

- d. Other

2. PUBLIC INVOLVEMENT PROGRAM

Mission/Scope: Public Hearing process consistent with NC State Statutes and Orange County ordinance requirements. Additionally, Planning staff is suggesting a public information meeting, to be held during the last half of July, which would cover all three related potential items (modifications to the Joint Land Use Plan, a related rezoning action, and the proposed text amendments).

- a. Planning Board Review:

August 2, 2016 - Recommendation

- b. Advisory Boards:

Economic Development Advisory Board

- c. Local Government Review:

Staff will be working jointly with the Town of Hillsborough's staff on the three related items.

July 21, 2016 – Town of Hillsborough Public Hearing

August 18, 2016 – Town Planning Board Recommendation

September 12, 2016 – Town Board of Commissioners Action

d. Notice Requirements

Consistent with NC State Statutes and Orange County requirements.

e. Outreach:

General Public: Staff is suggesting a public information meeting that would cover all three related potential items (modifications to the Joint Land Use Plan, a related rezoning action, and the proposed text amendments). Notices regarding the meeting will be mailed to affected and adjacent (1,000-foot boundary) property owners.

Small Area Plan Workgroup:

Other:

3. **FISCAL IMPACT**

Consideration and approval will not create the need for additional funding for the provision of county services. Costs for the mailings and required legal advertisement will be paid from FY2016-17 Departmental funds budgeted for this purpose. Existing Planning staff included in the Departmental staffing budget will accomplish the work required to process this amendment.

D. AMENDMENT IMPLICATIONS

Staff is proposing to amend future land uses to allow for a broader range of uses and higher intensities so that the County can better promote this area to economic development prospects and help preserve planned sewer capacities for non-single-family residential uses.

E. SPECIFIC AMENDMENT LANGUAGE

To be completed. Staff is seeking authorization to proceed in coordination with Town of Hillsborough Planning staff to identify the specifics.

Primary Staff Contact:

Tom Altieri and Craig Benedict

Planning & Inspections Department

919-245-2575

taltieri@orangecountync.gov

or cbenedict@orangecountync.gov

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

UDO / Zoning-2016-02

Text Modifications to Regulations Pertaining to the Hillsborough Economic Development District

A. AMENDMENT TYPE

Map Amendments

Future Land Use Map:

From:

To:

Zoning Map:

From:

To:

Other:

Text Amendments

Comprehensive Plan Text:

Section(s):

UDO Text:

UDO General Text Changes

UDO Development Standards

UDO Development Approval Processes

Section(s): Various Sections in Articles 3 and 5. Additional Articles could be affected as additional staff analysis commences on this proposal.

Other:

B. RATIONALE

1. Purpose/Mission

In order to better promote economic development opportunities in the Hillsborough Economic Development District (EDD), the Planning Director is suggesting consideration of UDO text amendments to modify some development standards and

types of permitted uses.

2. **Analysis**

Some text modifications to existing standards that regulate development in the Hillsborough EDD would aid the County in promoting economic development opportunities within the EDD. Plans for County investment in water and sewer infrastructure to parcels south of Interstate 40 and in the vicinity of Old Highway 86 are underway and these UDO text amendments would focus on this geographic area.

Additional analysis will be available as the amendment process proceeds.

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

Objective ED-1.5:

Identify barriers to development of desirable businesses and local businesses, and mitigate these barriers.

Objective ED-2.1:

Encourage compact and higher density development in areas served by water and sewer. (See also Land Use Objective LU-1.1 and Water and Wastewater Objective WW-5.)

Objective ED-2.5:

Identify lands suitable to accommodate the expansion and growth of commercial and industrial uses in the County.

Objective ED-2.7:

Select industrial sites in Economic Development Areas based on present and planned supporting systems, such as public water and sewer, access to adequate highway, rail, or public transportation infrastructures, and minimize detrimental environmental or negative social outcomes. (See also Water and Wastewater Objective WW-15.)

Land Use Goal 1: Fiscally and environmentally responsible, sustainable growth, consistent with the provision of adequate services and facilities and a high quality of life.

Objective LU-1.1:

Coordinate the location of higher intensity / high density residential and non-residential development with existing or planned locations of public transportation, commercial and community services, and adequate supporting infrastructure (i.e., water and sewer, high-speed internet access, streets, and sidewalks), while avoiding areas with protected natural and cultural resources. This could be achieved by increasing allowable densities and creating new mixed-use zoning districts where adequate public services are available. (See also Economic Development Objectives ED-2.1, ED-2.3, ED-2.10, and Water and Wastewater Objective WW-2.)

Land Use Goal 4: Land development regulations, guidelines, techniques and/or incentives that promote the integrated achievement of all Comprehensive Plan goals.

4. **New Statutes and Rules**

N/A

C. PROCESS

1. **TIMEFRAME/MILESTONES/DEADLINES**

- a. BOCC Authorization to Proceed

April 19, 2016

- b. Quarterly Public Hearing

September 12, 2016

- c. BOCC Updates/Checkpoints

July 6, 2016 – Planning Board ORC (Ordinance Review Committee) (BOCC receives agenda)
 August 2, 2016 – Planning Board Meeting for Recommendation (BOCC receives agenda)

- d. Other

2. **PUBLIC INVOLVEMENT PROGRAM**

Mission/Scope: Public Hearing process consistent with NC State Statutes and Orange County ordinance requirements. Additionally, Planning staff is suggesting a public information meeting, to be held during the last half of July, which would cover all three related potential items (modifications to the joint plan with the Town of Hillsborough, a related rezoning action, and the proposed text amendments).

- a. Planning Board Review:

July 6, 2016 – Ordinance Review Committee (ORC)
 August 2, 2016 - Recommendation

- b. Advisory Boards:

Economic Development Advisory Board _____

- c. Local Government Review:

Staff will be working jointly with the Town of Hillsborough's staff on the three related items.

- d. Notice Requirements

Consistent with NC State Statutes – legal ad prior to public hearing

e. Outreach:

- General Public: Staff is suggesting a public information meeting that would cover all three related potential items (modifications to the joint plan with the Town of Hillsborough, a related rezoning action, and the proposed text amendments). Notices regarding the meeting will be mailed to affected and adjacent (1,000-foot boundary) property owners.
- Small Area Plan Workgroup:
- Other:

3. FISCAL IMPACT

Consideration and approval will not create the need for additional funding for the provision of county services. Costs for the mailing and required legal advertisement will be paid from FY2016-17 Departmental funds budgeted for this purpose. Existing Planning staff included in the Departmental staffing budget will accomplish the work required to process this amendment.

D. AMENDMENT IMPLICATIONS

Staff is proposing to modify existing regulations that apply to the Hillsborough EDD so that the County can better promote the EDD, particularly the portion of the EDD south of I-40 in the vicinity of Old Highway 86, for economic development purposes.

E. SPECIFIC AMENDMENT LANGUAGE

Will be developed if the BOCC approves commencement of work on this topic.

Primary Staff Contact:

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 919-245-2575
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 or cbenedict@orangecountync.gov

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

UDO / Zoning-2016-04

Rezoning of Parcels in the Hillsborough Economic Development District,
South of Interstate 40 in the Vicinity of Old Highway 86

A. AMENDMENT TYPE

Map Amendments

- Future Land Use Map:
From:
To:
- Zoning Map:
From: EDH-2 (Economic Development Hillsborough Limited Office) and EDH-3
(Economic Development Hillsborough Limited Office With Residential)
To: EDH-3, 4, and/or 5 (modified names to be determined as part of a related
UDO text amendment)
- Other:

Text Amendments

- Comprehensive Plan Text:
Section(s):
- UDO Text:
 - UDO General Text Changes
 - UDO Development Standards
 - UDO Development Approval Processes
 Section(s):
- Other:

B. RATIONALE

1. Purpose/Mission

In order to better promote economic development opportunities in the Hillsborough Economic Development District (EDD), the Planning Director is suggesting

consideration of rezoning parcels in the EDD south of Interstate 40 in the vicinity of Old Highway 86. Related text amendments to the UDO are also being proposed as a separate action.

2. **Analysis**

The Hillsborough Economic Development District (EDD) has been designated as an EDD since the mid-1990s. The County is currently working on plans to invest in extending water and sewer infrastructure to the south side of Interstate 40. The parcels in this area are currently zoned EDH-2 and EDH-3 (see map at the end of this form) and the County could better promote this area to economic development prospects if the area were pre-zoned to districts that allow for a broader range of uses and higher intensities.

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

Objective ED-1.5:

Identify barriers to development of desirable businesses and local businesses, and mitigate these barriers.

Objective ED-2.1:

Encourage compact and higher density development in areas served by water and sewer. (See also Land Use Objective LU-1.1 and Water and Wastewater Objective WW-5.)

Objective ED-2.5:

Identify lands suitable to accommodate the expansion and growth of commercial and industrial uses in the County.

Objective ED-2.7:

Select industrial sites in Economic Development Areas based on present and planned supporting systems, such as public water and sewer, access to adequate highway, rail, or public transportation infrastructures, and minimize detrimental environmental or negative social outcomes. (See also Water and Wastewater Objective WW-15.)

Land Use Goal 1: Fiscally and environmentally responsible, sustainable growth, consistent with the provision of adequate services and facilities and a high quality of life.

Objective LU-1.1:

Coordinate the location of higher intensity / high density residential and non-residential development with existing or planned locations of public transportation, commercial and community services, and adequate supporting infrastructure (i.e., water and sewer, high-speed internet access, streets, and sidewalks), while avoiding areas with protected natural and cultural resources. This could be achieved by increasing allowable densities and creating new mixed-use zoning districts where adequate public services are available. (See also Economic Development Objectives ED-2.1, ED-2.3, ED-2.10, and Water and Wastewater Objective WW-2.)

Land Use Goal 4: Land development regulations, guidelines, techniques and/or incentives that promote the integrated achievement of all Comprehensive Plan goals.

4. New Statutes and Rules

N/A

C. PROCESS

1. TIMEFRAME/MILESTONES/DEADLINES

- a. BOCC Authorization to Proceed

April 19, 2016

- b. Quarterly Public Hearing

September 12, 2016

- c. BOCC Updates/Checkpoints

August 2, 2016 – Planning Board Meeting for Recommendation (BOCC receives agenda)

- d. Other

2. PUBLIC INVOLVEMENT PROGRAM

Mission/Scope: Public Hearing process consistent with NC State Statutes and Orange County ordinance requirements. Additionally, Planning staff is suggesting a public information meeting, to be held during the last half of July, which would cover all three related potential items (modifications to the joint plan with the Town of Hillsborough, a related rezoning action, and the proposed text amendments).

- a. Planning Board Review:

August 2, 2016 - Recommendation

- b. Advisory Boards:

Economic Development Advisory Board _____

- c. Local Government Review:

Staff will be working jointly with the Town of Hillsborough’s staff on the three related items.

- d. Notice Requirements

Consistent with NC State Statutes and Orange County Requirements – legal ad prior to public hearing, signs posted in affected area, mailed notifications to

affected property owners and property owners within 1,000 feet of the affected property.

e. Outreach:

General Public: Staff is suggesting a public information meeting that would cover all three related potential items (modifications to the joint plan with the Town of Hillsborough, a related rezoning action, and the proposed text amendments). Notices regarding the meeting will be mailed to affected and adjacent (1,000-foot boundary) property owners.

Small Area Plan Workgroup:

Other:

3. FISCAL IMPACT

Consideration and approval will not create the need for additional funding for the provision of county services. Costs for the mailings and required legal advertisement will be paid from FY2016-17 Departmental funds budgeted for this purpose. Existing Planning staff included in the Departmental staffing budget will accomplish the work required to process this amendment.

D. AMENDMENT IMPLICATIONS

Staff is proposing to pre-zone properties within the Hillsborough EDD to revised zoning districts (separate but related item) that allow for a broader range of uses and higher intensities so that the County can better promote this area to economic development prospects.

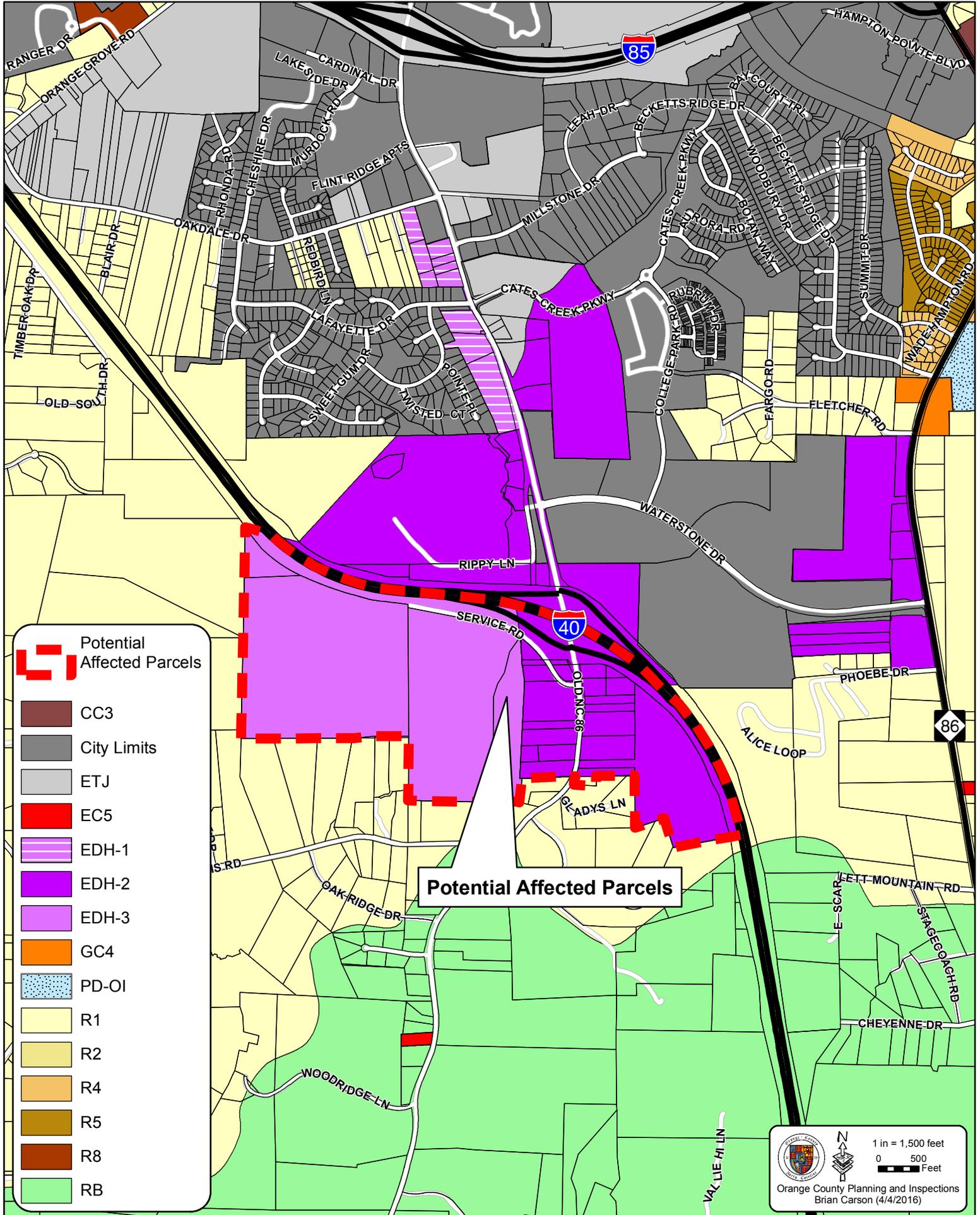
E. SPECIFIC AMENDMENT LANGUAGE

The map following this form shows the parcels proposed for rezoning. The exact proposed zoning districts will be determined if the BOCC approves commencement of work on this topic and as work progresses on related UDO text amendments.

Primary Staff Contact:

Perdita Holtz and Craig Benedict
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pholtz@orangecountync.gov
 or cbenedict@orangecountync.gov

Possible Hillsborough EDD Rezoning



**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

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

SUBJECT: Adoption of the FY 2015-16 Final Financing Resolution Authorizing the Issuance of \$8,150,000 in Installment Purchase Financing for Various Capital Investment Plan Projects

DEPARTMENT: Finance and Administrative
Services

ATTACHMENT(S):

Attachment 1. Resolution Approving
Financing Terms and
Documents for 2016
Installment Financing

Attachment 2. Financing Contract

Attachment 3. Deed of Trust

Attachment 4. Grady Brown Lease
Agreement

Attachment 5. Project Completion and
Agency Agreement

Attachment 6. Draft Debt Service
Schedule

INFORMATION CONTACT:

Gary Donaldson, (919) 245-2453

Paul Laughton, (919) 245-2152

Robert Jessup, (919) 933-9891

PURPOSE: To adopt the final financing resolution authorizing the issuance of approximately \$8,150,000 in installment financing to finance capital investment projects and equipment for fiscal year 2015-16 and including amounts to pay transaction costs.

BACKGROUND: At the March 22, 2016 meeting, the Board of County Commissioners received preliminary information on capital projects and equipment financing for the year. At that meeting, the Board made a preliminary determination to finance costs of these projects and equipment by the use of an installment financing, as authorized under Section 160A-20 of the North Carolina General Statutes. The financing will also include amounts to pay transaction costs.

The statutes require that the County conduct a public hearing on the proposed financing and refinancing contracts. The Board conducted the public hearing at its March 22, 2016 meeting, and adopted the resolution supporting the application to the Local Government Commission (LGC) for approval of the financing. County staff has been in contact with the LGC staff, and staff expects no issues to receiving LGC approval.

The attached resolution formally approves the lending proposal from First Bank, authorizes staff to complete the financing process, and approves other financing documents as substantially final drafts. The resolution approves the draft document; the only formal action is on the resolution. There is no separate action required on the documents.

The four documents that the resolution approves are the following:

- The Installment Financing Contract, between the County and First Bank, which provides for the Bank's advance of funds to the County for the County's undertaking of the project, sets out the County's repayment obligation, and sets out the County's other obligations, such as its obligations to care for the collateral.
- The Deed of Trust and Security Agreement, which provides for a security interest in the Grady Brown School and its associated real property to secure the County's repayment obligation. This is the document that provides that if the County defaults on its obligations, the Bank can foreclose on the school property.
- A Lease between the County and the Orange County Board of Education which provides for the School Board's continued use of the Grady Brown School property during the financing term.
- A Project Completion and Agency Agreement between the County and the School Board, which sets out their respective responsibilities for carrying out the acquisition and construction of the planned improvements to Grady Brown School.

If the Board adopts the final financial resolution authorizing final approval for the financing, staff expects the LGC to approve the financing plan at the May 3, 2016 LGC meeting. Under the current schedule, staff expects to set the final interest rates and other terms of the financing in April 2016, and to close on the financing the week of May 9th. The Board is requested to approve a financing amount not to exceed \$8,150,000 and a maximum interest rate of 2.55%.

FINANCIAL IMPACT: There will be a financial impact in proceeding with the financing. At current rates, preliminary estimates of maximum debt service applicable to the capital investment projects and equipment financing would require the highest debt service payment of \$894,084 in FY 2016-17. The tax rate equivalent for the estimated highest debt service payment is approximately ½ cent. A portion of this debt financing is related to projects where the debt service payments will be paid from Solid Waste Enterprise funds.

Based on current resources and the retirement of existing debt, no adjustment to the tax rate is anticipated with this financing during the period noted.

SOCIAL JUSTICE IMPACT: There are no Social Justice Goal impacts associated with this item.

RECOMMENDATION(S): The Manager recommends that the Board approve the resolution authorizing the steps to proceed with the financing of the stated capital projects and equipment.

Resolution providing final approval of terms and documents for 2016 County installment financing

WHEREAS --

The Board of Commissioners has previously determined to carry out a plan (the "Project") to acquire, construct and finance various public improvements, and in particular the public improvements and undertakings described in Exhibit A.

The Board has also determined to finance Project costs through the use of an installment financing, as authorized under Section 160A-20 of the North Carolina General Statutes. The Orange County Board of Education will transfer the Grady Brown School property to the County for use as collateral for the financing.

The County has solicited competitive proposals from banks and other financial institutions to provide the desired financing, and First Bank (the "Bank") has submitted the best proposal.

The County's Finance Officer has made available to this Board the draft agreements listed on Exhibit A (the "Agreements"), which relate to the County's carrying out the financing plan.

This resolution provides the County Board's final approval of the financing terms and documents for the Project.

BE IT THEREFORE RESOLVED by the Board of Commissioners of Orange County, North Carolina, as follows:

1. *Determination To Proceed with Financing* – The County confirms its plans to undertake the Project. The County will carry out the Project with financing from the Bank substantially in accordance with a financing proposal dated March 21, 2016.

Under the financing plan, the Bank will make funds available to the County for use on Project costs. The County will repay the amount advanced, with interest, over time. The County will grant to the Bank a mortgage-type interest in the Grady Brown School property to secure the County's repayment obligation.

2. Approval of Agreements; Direction To Execute Agreements -- The Board approves the forms of the Agreements submitted to this meeting. The Board authorizes the Board's Chair and the County Manager, or either of them, to execute and deliver the Agreements in their final forms. The Agreements in their respective final forms must be in substantially the forms presented, with such changes as the Chair or the County Manager may approve. The execution and delivery of any Agreement by an authorized County officer will be conclusive evidence of that officer's approval of any changes.

The Agreements in final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the amount financed by the County not to exceed \$8,150,000, (b) for an annual interest rate not to exceed 2.95% (in the absence of default, or a change in tax status), and (c) for a financing term not to extend beyond December 31, 2036.

3. Officers To Complete Closing - The County Manager, the Finance Officer and all other County officers and employees are authorized to take all proper steps to complete the financing in cooperation with the Bank and in accordance with this resolution.

The Board authorizes the Finance Officer to hold executed copies of all financing documents authorized by this resolution in escrow on the County's behalf until the conditions for their delivery have been completed to his satisfaction, and then to release the executed copies of the documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Board specifically authorizes the Finance Officer to approve changes to any documents, agreements or certifications previously signed by County officers or employees, provided that the changes do not conflict with this resolution or substantially alter the intent from that expressed in the form originally signed. The Finance Officer's authorization of the release of any document for delivery will constitute conclusive evidence of his approval of the final form.

In addition, the Finance Officer is authorized to take all appropriate steps for the efficient and convenient carrying out of the County's on-going responsibilities with respect to the financing of the Project. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under this resolution or otherwise with respect to the Agreements.

4. Resolutions as to Tax Matters -- The County will not take or omit to take any action the taking or omission of which will cause its obligations to pay

principal and interest (the "Obligations") to be "arbitrage bonds," within the meaning of Section 148 of the "Code" (as defined below), or "private activity bonds" within the meaning of Code Section 141, or otherwise cause interest components of the installment payments to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the County will comply with any Code provision that may require the County at any time to pay to the United States any part of the earnings derived from the investment of the financing proceeds. In this resolution, "Code" means the United States Internal Revenue Code of 1986, as amended, and includes applicable Treasury regulations.

5. *Acceptance of Property Transfer* – The County agrees to accept title to the Grady Brown School and its associated real property to facilitate the financing arrangements contemplated by the Agreements.

6. *Miscellaneous Provisions* -- All County officers and employees are authorized to take all further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. The Board ratifies all prior actions of County officers and employees to this end. Upon the absence, unavailability or refusal to act of the County Manager, the Chair or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. In addition, the Vice Chair or any Deputy or Assistant Clerk to the Board may in any event assume any responsibility or carry out any function assigned to the Chair or the Clerk, respectively, in this resolution. All other Board proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

Exhibit A – list of projects to be financed with estimated amounts

Project description	Est. Amount Financed
Cedar Ridge High School – construction of auxiliary gym	3,328,750
Vehicle replacements	771,209
Various school improvements and repairs for the Chapel Hill – Carrboro system	750,000
Information Technologies projects – hardware and software acquisition	746,125
Various school improvements and repairs for the Orange County system (including Grady Brown Elementary)	478,000
Soccer.com Soccer Center, Phase II land acquisition	425,000
Purchase new truck for rural curbside recycling	310,090
Purchase of solid waste disposal carts	234,000
Rogers Road water project – easement acquisition	212,000
Cedar Grove Community Center Library Kiosk – purchase and install	180,000
Board of Elections equipment – purchase and install	169,575
Recycling Roll-Cart Distribution and Maintenance Building – purchase and construct	165,000
Upper Eno Nature Preserve – construct parking lot and trail work	125,000

Purchase new generator for Hillsborough Commons	100,000
Financing and related costs	155,241
TOTAL	8,150,000

* * * * *

Exhibit B -- Draft Agreements

(a) A draft dated April 4, 2016, of an Installment Financing Contract to be dated on or about May 1, 2016 (the "Financing Contract"), between the County and the Bank, providing for the advance of funds to the County for the County's undertaking of the project, setting out the County's repayment obligation and setting out the County's obligations regarding care for the collateral and other matters.

(b) A draft dated April 4, 2016, of a Deed of Trust and Security Agreement to be dated on or about May 1, 2016, from the County to a deed of trust trustee for the Bank's benefit, providing for a security interest in the Grady Brown School and its associated real property to secure the County's repayment obligation.

(c) A draft dated April 4, 2016, of a Lease to be dated on or about May 1, 2016, from the County to The Orange County Board of Education (the "School Board"), providing for the School Board's continued use of the Grady Brown School property during the financing term.

(d) A draft dated April 4, 2016, of a Project Completion and Agency Agreement to be dated on or about May 1, 2016, between the County and the School Board, setting out their respective responsibilities for carrying out the acquisition and construction of the planned improvements to Grady Brown School.

S☆H draft of April 4

ORANGE COUNTY, NORTH CAROLINA

and

FIRST BANK

INSTALLMENT FINANCING CONTRACT

Installment Financing Contract

THIS INSTALLMENT FINANCING CONTRACT (the "Contract") is dated as of May 1, 2016, and is between **ORANGE COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the "County"), and **FIRST BANK** (the "Lender").

RECITALS:

The County has previously determined to carry out a plan (the "Project") to acquire, construct and improve various County facilities, including the projects described on Exhibit C, as well as to pay financing costs. The Company has agreed to advance funds to the County for these purposes. The Lender has agreed to advance funds to the County for this purpose.

This Contract provides for the Lender's advance of funds, and the County's obligation to repay the funds with interest. In accordance with the County's authority under Section 160A-20 of the North Carolina General Statutes, the County will secure its obligations under this Contract by granting to the Lender a security interest in the Pledged Facilities and the Pledged Site.

Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined have the meanings set forth in Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Contract, the parties agree as follows:

ARTICLE I ADVANCE

1.1. Advance. The Lender makes two advances to the County under this Agreement, consisting of a First Advance in the amount of \$2,275,000 (the "First Advance") and a Second Advance in the amount of \$5,875,000 (the "Second Advance"), for an aggregate amount advanced of \$8,150,000 (collectively, the "Amount Advanced"). The County accepts the Amount Advanced.

1.2. Form of Advance. The Lender will make the advance on the Closing Date by a Federal Reserve wire transfer, or other transfer of immediately available funds, to a bank account in the United States that the County designates.

ARTICLE II

CONTRACT PAYMENTS

2.1. Installment Payments. The County will repay the First Advance by making Installment Payments at the times and in the amounts set forth in Exhibit B-1, and will repay the Second Advance by making Installment Payments at the times and in the amounts set forth in Exhibit B-2 (Exhibits B-1 and B-2 are collectively referred to as Exhibit B).

The County's total payment obligation for each Payment Date is the sum of the amounts stated on Exhibit B-1 and Exhibit B-2 as due for that Payment Date. As indicated in Exhibit B, the Installment Payments include designated interest components. The County will make its payments either by check or draft or by Federal Reserve wire transfer, or other transfer of immediately available United States funds, in any case sent on the payable date directly to the Lender to any address or bank account in the United States as the Lender may designate from time to time.

2.2. Additional Payments. The County will pay all Additional Payments on a timely basis directly to the person or entity to which it owes the payment. If the County fails to pay any Additional Payment when due, the Lender may (but is not required to) pay the Additional Payment. The County then agrees to reimburse the Lender for any Additional Payment paid by the Lender, together with interest at an annual rate of 4.00%. All Installment Payments and Additional Payments will be made in lawful money of the United States.

2.3. Prepayment. The County may prepay the outstanding principal component of the Amount Advanced, at its option at and at any time, in whole or in part, without premium or penalty.

The County may direct the application of any amount prepaid, in its discretion, to prepayment of either the First Advance or the Second Advance. In any event, all amounts prepaid will be applied (i) first to all Additional Payments then due and payable, (ii) then to all interest accrued and unpaid to the prepayment date (across the total Amount Advanced), (iii) then to the outstanding principal component of the portion of the Amount Advanced directed by the County, in inverse order of the principal repayments associated with that Advance. In any event, the unpaid principal components of the Installment Payments will continue to be payable on the dates and in the amounts shown in Exhibit D.

2.4. No Reduction or Abatement. The County remains liable for full performance of all its covenants under this Contract and the Deed of Trust (subject to the limitations described in Article XII), notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

(a) Any act or omission by the Lender, or the Lender's waiver of any right granted or remedy available to it;

(b) The forbearance or extension of time for payment or performance of any obligation under this Contract or the Deed of Trust, whether granted to the County or any other person;

(c) The sale or release of all or part of the Mortgaged Property or the release of any party who assumes all or any part of such performance; or

(d) Another party's assumption of any of the County's obligations under the Contract or this Deed of Trust.

There will be no abatement or reduction of the Installment Payments or Additional Payments by the County for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim arising out of or related to the Pledged Sites or the Pledged Facilities. The County assumes and will bear the entire risk of completion, loss and damage to the Mortgaged Property from any cause whatsoever, it being the parties' intention that the Installment Payments will be made in all events unless the County's obligation to make Installment Payments is terminated as provided in this Contract.

2.5. Appropriations.

(a) The County will cause the officer who prepares the draft County budget initially submitted for County Board consideration to include in the initial proposal each year the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which the budget applies. Notwithstanding that the initial proposed budget includes an appropriation for Contract Payments, the County Board may determine not to include the appropriation (in whole or in part) in the final County budget for any Fiscal Year, or may amend an adopted budget to reduce or delete an approved appropriation.

(b) If within 15 days after the beginning of any Fiscal Year the County has not appropriated an amount equal to the Installment Payments and estimated Additional Payments coming due during the Fiscal Year, or if at any time the County amends the annual budget to reduce the amounts appropriated for Contract Payments below the amounts expected to be required for the remainder of that Fiscal Year, then the County must send a notice to such effect to the Lender and to the LGC, to the attention of its Secretary, at 3200 Atlantic Avenue, Longleaf Building, Raleigh NC 27604.

ARTICLE III COUNTY'S RESPONSIBILITIES

3.1. Care and Use. The County will use and care for the Mortgaged Property in a careful and proper manner. The County must keep the Mortgaged Property in good condition, repair, appearance and working order for the purposes intended.

3.2. Utilities. The County will pay all charges for utility services furnished to or used on or in connection with the Pledged Site and the Pledged Facilities.

3.3. Risk of Loss. The County bears all risk of loss to and condemnation of the Mortgaged Property.

3.4. Lender's Performance of County's Responsibilities. The Lender may, but is in no event required to, (a) undertake any performance required of the County or (b) make any payments required to be made by the County, in either case for the insurance, maintenance or preservation of the Mortgaged Property that the County fails to make or pay. The County will then reimburse the Lender for any such payments and for any associated costs and expenses, legal or otherwise, together with interest at the annual rate of 4.00%.

3.5. Compliance with Requirements. The County will promptly and faithfully comply with all requirements of governmental authorities relating to the use or condition of the Mortgaged Property (or be diligently and in good faith contesting the requirements), if the violation of any such requirement would adversely affect the use, value or condition of the Mortgaged Property. This compliance (or contest) is required of the County whether or not any requirement necessitates structural changes or improvements or interferes with the County's use or enjoyment of the Mortgaged Property. Unless required by applicable law or unless the Lender has otherwise agreed in writing, the County will not use the Mortgaged Property for any purposes other than those for which the property was intended as of the Closing Date.

The County will in no event use the Mortgaged Property, or any portion, nor allow it to be used, (a) for any unlawful purpose, (b) in violation of any certificate of occupancy or other permit or certificate, or (c) in violation of any law, ordinance or regulation.

3.6. Use and Operation; Leasing. (a) The County will use and operate the Pledged Facilities for their intended public purposes. The County will be solely responsible for the operation of the Pledged Facilities, and will not contract with any other person or entity for such operation.

4.6. Use and Operation; Leasing. (a) The County represents that the Pledged Facilities will be useful to the County in carrying out its required functions. The County expects that the County and the School Board will need and use the Pledged Facilities continuously during the Contract term. The County does not expect this need or use to diminish in any material respect during the Contract term.

(b) The County will be solely responsible for the operation of the Pledged Facilities, and will not contract with any other person or entity for such operation. The Pledged Facilities will not be used in any private business or put to any private business use, except for such minor and occasional uses as may be consistent with their use as local gov-

ernment facilities and that will not cause the County to be in violation of its covenant as set forth in Section 7.1(k).

(c) Notwithstanding the provisions of subsection (b), the parties acknowledge that the County has leased the Pledged Facilities to the School Board, and may otherwise provide for the School Board's use of the Pledged Facilities. In addition, the County and the School Board may agree that the School Board will assume some of the County's responsibilities under this Contract. Notwithstanding any other provision of this Contract to the contrary, the parties agree that any such lease or other arrangements between the County and the School Board do not violate any provision of this Contract so long as any such lease or other arrangement is subordinate to the lien of the Deed of Trust. No such lease or other arrangement, however, in any way reduces the County's responsibilities under this Contract.

3.7. Modification of Pledged Facilities; Installation of Equipment and Machinery. The County has the right to remodel the Pledged Facilities or make substitutions, additions, modifications and improvements to the Pledged Facilities, at its own cost and expense. These changes, however, must not damage the Pledged Facilities or result in the use of the Pledged Facilities for purposes substantially different from those contemplated on the Closing Date. Further, the Pledged Facilities, upon completion of the changes, must be of a value not less than the value of the Pledged Facilities immediately prior to making the changes. All additions, modifications and improvements within the boundaries of the Pledged Site become a part of the Mortgaged Property and subject to the lien of the Deed of Trust.

The County may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Pledged Facilities. Neither the Lender nor any assignee will have any interest in any property of this sort that is not a "Fixture" as defined in Section 1-4 of the Deed of Trust.

3.8. Taxes and Other Governmental Charges. If the Mortgaged Property (or any portion) is, for any reason, deemed subject to taxation, assessments or charges lawfully made by any governmental body, the County will, during the Contract term, pay the amount of all taxes, assessments and governmental charges as Additional Payments. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the County is obligated to provide for Additional Payments only for the installments that are required to be paid during the Contract term. The County must not allow any liens for taxes, assessments or governmental charges with respect to the Mortgaged Property (or any portion) to become delinquent, including any taxes levied upon the Lender's interest in the Mortgaged Property, or on any rentals or other revenues derived from the Mortgaged Property.

The County may, at its own expense and in its own name, in good faith contest any taxes, assessments and other charges. In the event of a contest, the County may permit the charges to remain unpaid during the period of the contest and any appeal. If, how-

ever, the Lender notifies the County that, in the opinion of independent counsel selected by the Lender, the security afforded pursuant to this Contract or the Deed of Trust will be materially endangered by nonpayment of any items, or the Mortgaged Property (or any portion) will be subject to loss or forfeiture, then the County must promptly pay those items (but the payment will not in itself constitute a waiver of the right to continue to contest the charges).

3.9. County's Insurance.

(a) Property Damage Insurance – The County shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to the Pledged Facilities in an amount equal to their estimated replacement cost. In the alternative, the County may provide for the School Board to acquire, carry and maintain this insurance with respect to the Financed Facilities. In either case, this insurance must include standard mortgagee coverage in favor of the Lender. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Article VI.

(b) General Liability Insurance – To the extent permitted by law, the County agrees that it will, at its own expense, acquire, carry and maintain comprehensive general liability insurance in an amount not less than \$2,000,000 for personal injury or death and \$2,000,000 for property damage, and that it will include the Lender as an additional insured with respect to occurrences related to the Facilities.

(c) Worker's Compensation Insurance – The County will, at its own expense, acquire, carry and maintain worker's compensation insurance in the manner required by law.

(d) Additional Provisions --

(i) The insurance required by this Section must be maintained with generally recognized responsible insurers and may carry reasonable deductible or risk-retention amounts. The County must provide copies of all such policies to the Lender upon request.

(ii) In the alternative, the County or the School Board may maintain the insurance required by subsection (a) and (b) above (A) by one or more blanket or umbrella insurance policies or (B) by means of an adequate self-insurance fund or risk-retention program, or by participation in a group risk pool or similar program.

(iii) If the County or the School Board obtains blanket or umbrella coverage, the County must provide to the Lender, upon the Lender's request, a certificate or certificates of the respective insurers evidencing the coverage and, with respect to property insurance, stating the amount of coverage provided with respect to the Pledged Facilities (or any covered portion). If the County or the School Board provides for any alternative risk management programs, the County's risk manager or an independent insurance consultant must review the programs annually for sufficiency. The County must provide to the Lender evidence as to the sufficiency of any alternative program as the Lender may reasonably request.

(iv) The County may settle or adjust insurance claims in its discretion, except that no County agent or employee will have the power to adjust or settle any property damage loss greater than \$100,000 with respect to the Mortgaged Property, whether or not covered by insurance, without the Lender's prior written consent. The Lender and the County will cooperate fully with each other in filing any claim or proof of loss with respect to any insurance policy described in this Contract.

(v) The Lender will not be responsible for the sufficiency or adequacy of any required insurance.

3.10. Title Insurance. The County agrees to obtain, at its own cost and expense, an American Land Title Association policy of title insurance, in form satisfactory to the Lender, effective as of the Closing Date, in an amount not less than the amount financed, and naming the Lender as insured mortgagee. The policy must insure the County's fee title to the Mortgaged Property, subject only to Permitted Encumbrances, and must be issued by a title insurance company qualified to do business in the State of North Carolina and reasonably acceptable to the Lender. On or before the Closing Date, the County must provide the Lender with a copy of an insurer's commitment to issue such a policy and, promptly after the Closing Date (and in no event more than 30 days after the Closing Date), the County must provide the Lender with a copy of the final policy.

ARTICLE IV

CONSTRUCTION

4.1. Construction; Changes. (a) The County will comply with the provisions of the North Carolina General Statutes and enter into the Construction Contracts, or in the alternative the County may provide for the School Board to enter into some or all of the Construction Contracts. The County will cause the construction of the planned improvements to the Pledged Facilities to be carried on continuously in accordance with the Construction Contracts and all applicable State and local laws and regulations.

(b) The County will provide for the Pledged Facilities to be constructed on the Pledged Site and will insure (i) that no portion of the Pledged Facilities encroaches upon nor overhangs any easement or right-of-way, (ii) that the Pledged Facilities will be wholly within any applicable building restriction lines, however established, and (iii) that the Pledged Facilities will not violate applicable use or other restrictions, whether imposed by law or rule or by prior conveyances.

(c) The County may approve changes to the Construction Contracts in its discretion except that the County may not, without the Lender's consent, approve any changes which (i) increase total estimated Project Costs above the amounts previously identified and designated therefor, or (ii) result in the use of the Mortgaged Property for purposes substantially different from the use intended as of the Closing Date.

4.2. Contractors' Performance and Payment Bonds. The County shall require each contractor entering into a Construction Contract to furnish a performance bond and a separate labor and material payment bond as required by State law. The County shall provide copies of all such bonds to the Lender at the Lender's request.

Upon any material default by a contractor under any Construction Contract, or upon any material breach of warranty with respect to any materials, workmanship or performance, the County shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against the contractor or against the surety of any bond securing the performance of the applicable Construction Contract.

4.3. Contractors' General Public Liability and Property Damage Insurance. The County shall require each contractor entering into a Construction Agreement to procure and maintain standard form (a) comprehensive general public liability and property damage insurance, at such contractor's own cost and expense, during the duration of such contractor's construction contract, in the amount of at least \$2,000,000, and (b) comprehensive automobile liability insurance on owned, hired and non-owned vehicles for not less than \$2,000,000. Such policies shall include the Lender as an additional named insured. The County shall provide to the Lender a certificate of insurance in a form acceptable to the Lender with respect to each contractor. Such insurance shall provide protection from all claims for bodily injury, including death, property damage and contractual liability, products/completed operations, broad form property damage and XCU (explosive, collapse and underground damage), where applicable.

4.4. Contractors' Builder's Risk Completed Value Insurance. The County shall require each contractor entering into a Construction Agreement to purchase and maintain property insurance (builder's risk) upon all construction, acquisition, installation and equipping of the Pledged Facilities (excluding contractor's tools and equipment) at the Pledged Site thereof at the full insurable value thereof. This insurance shall include a lender's loss payable endorsement in favor of the Lender, and shall insure against "all risk" subject to standard policy conditions and exclusions. The contractor shall purchase and maintain similar property insurance for portions of the work stored off the Pledged Site or in transit when such portions of the work are to be included in an application for payment. The contractor shall be responsible for the payment of any deductible amounts associated with this insurance.

4.5. Contractors' Workers' Compensation Insurance. The County shall require each contractor entering into a Construction Agreement to procure and maintain workers' compensation insurance during the term of such Construction Agreement, covering his or her employees working thereunder. A certificate of insurance evidencing such coverage, in form acceptable to the Lender, shall be provided to the County with respect to each contractor entering into a Construction Agreement. Each Construction Agreement shall also provide that each subcontractor of any contractor who is a party to

such Construction Agreement shall be required to furnish similar workers' compensation insurance.

4.6. Right of Entry and Inspection. The Lender and its representatives and agents, upon reasonable notice to the County, have the right to enter upon the Pledged Site and inspect the Pledged Facilities from time to time during construction and at any other time during the Contract term. The County will cause any contractor or subcontractor to cooperate with any of those parties and agents during any inspection. Any inspection under this Section is made only for the Lender's benefit.

4.7. Completion of Construction. When the construction of the Pledged Facilities has been substantially completed to the County's satisfaction, the County will promptly prepare and deliver a certificate to that effect to the Lender. The County may then use any remaining portion of the Amount Advanced not needed to pay remaining Project Costs for any lawful purpose not in conflict with the County's obligations under Section 7.1(k).

4.8. Cooperation. The Lender and the County will cooperate fully with each other in filing any claim or proof of loss with respect to any bond or insurance policy described in this Contract. So long as no Event of Default has occurred and is continuing under this Contract, neither the Lender or the County may voluntarily settle, or consent to the settlement of, any proceeding arising out of any claim with respect to the Project or the Pledged Facilities without the other's written consent.

ARTICLE V

TITLE; LIENS

5.1. Title. Title to the Mortgaged Property and any and all additions, repairs, replacements or modifications thereto will at all times be in the County, subject to the lien of the Deed of Trust and to the Permitted Encumbrances. Simultaneously with the execution and delivery of this Contract, the County will deliver to the Lender the Deed of Trust in form mutually satisfactory to the Lender and the County, and will cause the Deed of Trust to be recorded in the Office of the Register of Deeds of Orange County, North Carolina.

5.2. Encumbrance, Mortgage or Pledge of Mortgaged Property.

(a) The County will not permit any mechanic's or other lien to be perfected or remain against the Mortgaged Property (or any portion). If the County, however, first notifies the Lender of the County's intention to do so, the County may in good faith contest any mechanic's or other lien filed or perfected against the Mortgaged Property (or any portion). In that event the County may permit the contested items to remain undischarged and unsatisfied during the contest period and any appeal. The Lender will cooperate fully with the County in any contest, upon the request and at the expense of the County.

(b) Except as provided in subsection (a) above, the County will not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Mortgaged Property, except Permitted Encumbrances. The County will promptly, at its own expense, take appropriate action to discharge any encumbrance or claim not excepted above which it has created, incurred or suffered to exist.

(c) The County will reimburse the Lender for any expense incurred by the Lender to discharge or remove any encumbrance or claim, together with interest at an annual rate of 4.00%.

ARTICLE VI
CONDEMNATION OR LOSS OF TITLE;
USE OF NET PROCEEDS

6.1. Damage, Destruction or Condemnation. The County will promptly notify the Lender if (a) the Mortgaged Property (or any portion) is destroyed or damaged by fire or other casualty, (b) any governmental authority takes, or notifies the County of any intent to take, title to, or the temporary or permanent use of the Mortgaged Property (or any portion), or the estate of the County or the Lender in the Mortgaged Property (or any portion), under the power of eminent domain, (c) a material defect in the construction of the Pledged Facilities becomes apparent, or (d) title to or the use of all or any portion of the Mortgaged Property is lost by reason of a defect in title.

Each notice must describe generally the nature and extent of such damage, destruction or taking. The County will provide any additional information concerning such matter as the Lender may reasonably request.

The County will file its claims under insurance coverages and claims for awards or payments in the nature of condemnation awards resulting from any such damage, destruction or taking. The County will prosecute all such claims for such awards or payments in good faith and with due diligence. Any Net Proceeds received by the County will be used as provided in Section 6.2.

6.2. Security Interest in Net Proceeds; Deposit and Disbursement.

(a) If the Net Proceeds arising from any single event, or any single series of related events, is not more than \$100,000, then the County has no obligation to account to the Lender or any other person or entity with respect to the use of those Net Proceeds. The County, however, acknowledges that its use of such funds may be constrained by the requirements of the Code and the County's obligations under Section 7.1(i).

(b) If the amount of Net Proceeds received by the County from any single event or any single series of related events is more than \$100,000, then the County grants a security interest in the Net Proceeds to the Lender to secure the County's obligations under this Contract, subject to the further provisions of this Section. This Contract is intended as and constitutes a security agreement with respect to this security interest. All Net Proceeds remain subject to the security interest provided for in this subsection until expended in compliance with this Contract.

(c) If the amount of Net Proceeds received by the County from any single event or any single series of related events is more than \$100,000 but less than \$1,000,000, the County will retain the Net Proceeds and promptly apply those amounts toward the repair or restoration of the Mortgaged Property, to the extent that can be accomplished with those amounts.

(d) If the amount of Net Proceeds received by the County from any single event or any single series of related events is at least \$1,000,000, the County will cause those Net Proceeds to be paid to an escrow agent (which must be a bank, trust company or similar entity exercising fiduciary responsibilities and reasonably acceptable to the Lender) for deposit in a special escrow fund to be held by the escrow agent and disbursed by the escrow agent pursuant to requisitions in form and substance reasonably acceptable to the Lender. The County will then promptly apply those amounts toward the repair or restoration of the Mortgaged Property, to the extent that can be accomplished with those amounts.

(e) In the case of any use of Net Proceeds for repair or restoration, the County must act with due diligence and in a commercially reasonable manner to provide for the repair and restoration. After the County has finished applying Net Proceeds to repair or restoration, the County will promptly report to the Lender regarding the use of those Net Proceeds.

(f) In any event, the County may apply any Net Proceeds toward the prepayment of the Amount Advanced subject to the terms of Section 2.3.

(g) The County is not entitled to any reimbursement of any supplemental funds it provides under this subsection, nor is the County entitled to any postponement or diminution of its obligation to make Contract Payments as a result of any contribution. Any repair or replacement paid for in whole or in part out of Net Proceeds will be the County's property and will be part of the Mortgaged Property.

ARTICLE VII
COUNTY'S WARRANTIES, REPRESENTATIONS AND COVENANTS

7.1. By the County, Generally. The County makes the following statements of fact, with the understanding and intent that the Lender will rely on these statements in making its decision to enter into this Contract:

(a) The County is a duly organized and validly existing political subdivision of the State. The County has all powers necessary to enter into the transactions contemplated by this Contract and the Deed of Trust, and to carry out its obligations under those instruments.

(b) The County will take no action that would adversely affect its existence as a political subdivision in good standing in the State.

(c) The County has duly and validly authorized, executed and delivered this Contract and the Deed of Trust. Assuming due authorization, execution and delivery thereof by the other parties, this Contract and the Deed of Trust constitute valid, legal and binding obligations of the County, enforceable (in the case of the Deed of Trust, by the Deed of Trust Trustee and the Lender) in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and such principals of equity as a court having jurisdiction may impose.

(d) The County requires no further approval or consent from any governmental authority with respect to the County's entering into or performing under this Contract or the Deed of Trust.

(e) No County representation, covenant or warranty in this Contract is false or misleading in any material respect.

(f) The County Board resolutions relating to the County's authorization and performance of this Contract, the Deed of Trust, and the transactions contemplated in those documents have been duly adopted, are in full force and effect, and have not been in any material respect modified, revoked or rescinded.

(g) The County reasonably expects that the Project can be completed for a total price within the total amount of funds to be available from the Amount Advanced, income anticipated to be derived from the investment of those funds, and other funds expected to be available for the intended purpose. The County will pay any excess costs, with no resulting reduction or offset in the amounts otherwise payable by the County.

(h) The County reasonably believes funds will be available to satisfy all of its obligations under this Contract.

(i) The Pledged Facilities have been designed and constructed so as to comply with all applicable subdivision, building and zoning ordinances and regulations, if any, and any and all applicable federal and State standards and requirements relating to the Pledged Facilities. The County has complied with all required public bidding and related procedures regarding the acquisition and construction of the Pledged Facilities.

(j) The Pledged Facilities have not been and will not be used in any private business or put to any private business use.

(k) The County will not take or permit, or omit to take or cause to be taken, any action that would cause its obligations under this Contract to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code, or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments to which such components would otherwise be entitled and, if it should take or permit, or omit to take or cause to be taken, any such action, the County will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(l) The County has determined to undertake the Project after extensive consideration of the County's needs and responsibilities, and consideration of alternative means of carrying out those responsibilities.

(m) The County will send the Lender a copy of the County's audited financial statements for each Fiscal Year within 30 days of the County's acceptance of the statements, but in any event within 180 days of the completion of each Fiscal Year. The County shall also furnish the Lender, at such reasonable times as the Lender may request, all other financial information (including, without limitation, the County's annual budget as submitted or approved) as the Lender may reasonably request. The County shall permit the Lender or its agents and representatives to inspect the County's books and records and make extracts therefrom.

(n) The Lender has not acted as a financial adviser to the County, and the County has not relied on the Lender for any financial advice.

7.2. County's Undertakings as to Environmental Matters.

(a) The County makes the following statements of fact, with the understanding and intent that the Lender will rely on these statements in making its decision to enter into this Contract.

(i) The County has no knowledge (A) that any industrial use has been made of the Mortgaged Property, (B) that the Mortgaged Property has been used for the storage, treatment or disposal of chemicals or any wastes or materials that are classified by federal, State or local laws as hazardous or toxic substances, (C) that any manufacturing, land-filling or chemical production has occurred on the Mortgaged Property, or (D) that there

is any asbestos or other contaminant on, in or under the Mortgaged Property. Any hazardous materials or substances that have been kept on the Mortgaged Property have been used in the routine maintenance and operation of the Mortgaged Property and have been used in accordance with label instructions.

(ii) To the County's knowledge, the Mortgaged Property is in compliance with all federal, State and local environmental laws and regulations. The County will keep the Mortgaged Property, and the activities at the Mortgaged Property, in compliance with all such environmental laws and regulations. The County will, in a timely manner, take all lawful action necessary to maintain such compliance or to remedy any lack of such compliance. Any hazardous materials or substances kept on the Mortgaged Property will be used in the routine maintenance and operation of the Mortgaged Property and will be used in accordance with label instructions.

(iii) The County will promptly notify the Lender of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith. The County will promptly send to the Lender copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property.

(b) To the extent permitted by law, the County will indemnify and hold the Lender and the Deed of Trust Trustee harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the Lender or the Deed of Trust Trustee as a direct or indirect result of any warranty or representation made by the County in subsection (a) being false or untrue in any material respect, or (ii) any requirement under any law or regulation which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by the Lender, the County or any transferee or assignee of the County or the Lender.

(d) The County's obligations under this Section will continue in effect notwithstanding satisfaction of the Obligations (as defined in the Deed of Trust), foreclosure under the Deed of Trust or delivery of a deed in lieu of foreclosure.

ARTICLE VIII **INDEMNIFICATION**

To the extent permitted by law, the County will indemnify, protect and save

- (a) the Deed of Trust Trustee,
- (b) the Lender and its officers, employees, and directors, and

- (c) the LGC's members and employees,

in all cases harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including legal fees, arising out of, connected with, or resulting directly or indirectly from the Project, the Mortgaged Property or the transactions contemplated by this Contract, including without limitation the possession, condition, installation, construction or use of the Pledged Facilities. The indemnification arising under this Section will survive the Contract's termination.

ARTICLE IX DISCLAIMER OF WARRANTIES

The County acknowledges as follows:

- (a) that the Lender has not designed the Pledged Facilities;
- (b) that the Lender has not supplied any plans or specifications with respect to the Pledged Facilities;
- (c) that the Lender is not a manufacturer of, nor a dealer in, any of the component parts of the Pledged Facilities or similar facilities;
- (d) that the Lender has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Pledged Facilities or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Pledged Facilities or any component part thereof or any property or rights relating thereto at any stage of the construction thereof;
- (e) that the Lender has not at any time had physical possession of the Pledged Facilities or any component part thereof or made any inspection thereof or any property or rights relating thereto;
- (f) that the Lender has not made any warranty or other representation, express or implied, that the Pledged Facilities or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the County intends therefor, or (iii) is safe in any manner or respect.

THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE MORTGAGED PROPERTY OR THE PLEDGED FACILITIES OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR

REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the ability of the Pledged Facilities to perform any function; that the Amount Advanced will be sufficient to pay all Project Costs; or any other characteristic of the Pledged Facilities; it being agreed that the County is to bear all risks relating to the Pledged Facilities, the completion thereof or the transactions contemplated by this Contract or by the Deed of Trust, and the County waives the benefits of any and all implied warranties and representations of the Lender.

The provisions of this Article will survive the Contract's termination.

ARTICLE X

DEFAULT AND REMEDIES

10.1. Events of Default. An "Event of Default" is any of the following:

- (a) The County fails to make any Installment Payment when due.
- (b) The occurrence of an Event of Nonappropriation.
- (c) The County breaches or fails to perform or observe any term, condition or covenant of this Contract or the Deed of Trust on its part to be observed or performed, other than as referred to in subsections (a) or (b) above, including payment of any Additional Payment, for a period of 90 days after written notice specifying such failure and requesting that it be remedied has been given to the County (by any person or entity), unless the Lender agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot reasonably be corrected within the applicable period and the County institutes corrective action within the applicable period, no Event of Default will be deemed to have occurred so long as the County diligently pursues the corrective action.
- (d) Proceedings under any bankruptcy, insolvency, reorganization or similar law are instituted by or against the County as a debtor, or a receiver, custodian or similar officer is appointed for the County or any of its property.
- (e) Any lien, charge or encumbrance (other than Permitted Encumbrances) prior to or affecting the validity of the Deed of Trust is found to exist, or proceedings are instituted to enforce any lien, charge or encumbrance against the Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of the Deed of Trust.

10.2. Remedies on Default. Upon the occurrence and during the continuation of any Event of Default, the Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Installment Payments, and the accrued interest thereon, immediately due and payable;

(b) Proceed by appropriate court action to enforce performance by the County of the applicable covenants of this Contract or the Deed of Trust or to recover for the breach thereof; and

(c) Avail itself of all available remedies under the Deed of Trust, including foreclosure on the Mortgaged Property and recovery of attorneys' fees and other expenses, and of all other remedies available at law or in equity.

The Lender's exercise of remedies is subject to the limitations set forth in Article X.

10.3. No Remedy Exclusive; Delay Not Waiver. All remedies under this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy will not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default occurs and is thereafter waived, such waiver will be limited to the particular breach so waived and will not be deemed a waiver of any other breach under this Contract.

ARTICLE XI **ASSIGNMENTS**

11.1. County's Assignments. The County may not sell or assign any interest in this Contract without the Lender's prior written consent.

11.2. Lender's Assignment. The Lender may, at any time and from time to time, assign all or any part of its interest in the Mortgaged Property or this Contract, including, without limitation, the Lender's rights to receive Installment Payments. Any assignment made by the Lender or any subsequent assignee must not purport to convey any greater interest or rights than those held by the Lender pursuant to this Contract.

The County agrees that this Contract may become part of a pool of obligations at the Lender's or its assignee's option. The Lender or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract. Any assignment by the Lender may be only to a Lender, insurance company, or similar financial institution or any other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of the Lender's interest in the Mortgaged Property or this Contract will be effective unless and until the County receives a duplicate original counterpart of

the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The County further agrees that the Lender's interest in this Contract may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the County receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

The Lender covenants that any disclosure document circulated by it or an assignee in connection with the sale of the Lender's rights under this Contract will contain a statement to the effect that the County has not reviewed and is not responsible for the disclosure document. The Lender covenants to defend, indemnify and hold harmless the County and its officers, employees and agents against any and losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such indemnified party may become subject on account of any statement included in a disclosure document, or that fails to be included in a disclosure document, unless the County has expressly approved the use of such disclosure document.

The County agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the County, and the County will keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the County will thereafter make all payments in accordance with the notice to the assignee named therein and will, if so requested, acknowledge such assignment in writing, but such acknowledgment will in no way be deemed necessary to make the assignment effective.

Notwithstanding any of the foregoing, in no event will the County ever be required to make Installment Payments to more than one person or entity on any payment date.

ARTICLE XII

COUNTY'S LIMITED OBLIGATION

Notwithstanding any other provision of this Contract, the parties intend that this transaction comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the County in violation of such Section 160A-20.

No provision of this Contract should be construed or interpreted as creating a pledge of the County's faith and credit within the meaning of any constitutional debt limitation. No provision of this Contract should be construed or interpreted as an illegal delegation of governmental powers or as an improper donation or lending of the County's credit within the meaning of the North Carolina constitution. The County's taxing power

is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Contract.

No provision of this Contract will be construed to pledge or to create a lien on any class or source of the County's moneys (other than the Amount Advanced and any Net Proceeds), nor will any provision of this Contract restrict the County's future issuance of any of its bonds or other obligations payable from any class or source of the County's moneys (except to the extent the this Contract and the Deed of Trust restrict the incurrence of additional obligations secured by the Mortgaged Property).

To the extent of any conflict between this Article and any other provision of this Contract, this Article takes priority. Nothing in this Article is intended to impair or prohibit foreclosure of the Deed of Trust upon occurrence of an Event of Default under this Contract or the Deed of Trust.

ARTICLE XIII **MISCELLANEOUS**

13.1. Notices.

(a) Any communication provided for in this Contract must be in writing (not including facsimile transmission or electronic mail).

(b) Any communication under this Contract will be sufficiently given and deemed given on the delivery date shown on a certified mail receipt, or a delivery receipt from a national commercial package delivery service, if addressed as follows:

(i) If intended for the County, to Orange County Manager, Re: Notice under 2016 Financing Contract, Post Office Box 8181, Hillsborough, NC 27278

(ii) If intended for the Lender, to First Bank, Attention: Notice related to financing for Orange County, 1333 Plaza Blvd., Sanford, NC 27330

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

13.2. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right is not a Business Day, such payment may be made or act performed or right exercised on or before the next succeeding Business Day. For this Contract, a "Business Day" is any day on which banks in the State are not by law authorized or required to remain closed.

13.3. Governing Law. The parties intend that North Carolina law will govern this Contract. To the extent permitted by law, the parties agree that any action brought

with respect to this Contract must be brought in the North Carolina General Court of Justice in Orange County, North Carolina.

13.4. Severability. If any provision of this Contract is determined to be unenforceable, that will not affect any other provision of this Contract.

13.5. Amendments. This Contract may not be modified or amended unless such amendment is in writing and signed by the County and the Lender and approved by the LGC.

13.6. Binding Effect. Subject to the specific provisions of this Contract, this Contract will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

13.7. Third-Party Beneficiaries. The Deed of Trust Trustee and the LGC are the only parties intended as third-party beneficiaries of this Contract.

13.8. Time. Time is of the essence of this Contract and each and all of its provisions.

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

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

13.11. Definitions. Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined have the meanings set forth in Exhibit A.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the County and the Lender have caused this instrument to be executed as of the day and year first above written by duly authorized officers.

ATTEST: (SEAL)

**ORANGE COUNTY,
NORTH CAROLINA**

Donna S. Baker
Clerk, Board of Commissioners

By: _____
Bonnie B. Hammersley
County Manager

FIRST BANK

By: _____
[Name/Title]

This contract has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

Greg C. Gaskins
Secretary, North Carolina
Local Government Commission

By _____
[Greg C. Gaskins or
Designated Assistant]

[Installment Financing Contract dated as of May 1, 2016]

- Exhibits –
A - Definitions
B - Payment schedule

EXHIBIT A – Definitions

For all purposes of this Contract, unless the context requires otherwise, the following terms have the following meanings:

“Additional Payments” means any amounts payable by the County as a result of its obligations under this Contract or the Deed of Trust (other than its obligation to pay Installment Payments), and any of the Lender’s expenses (including attorneys’ fees) in prosecuting or defending any action or proceeding in connection with this Contract and any taxes or any other expenses, including, but not limited to, the Lender’s administrative or legal costs, licenses, permits, state and local sales and use or ownership taxes or property taxes that the Lender is required to pay as a result of this Contract (together with interest that may accrue on any of the above if the County fails to pay the same, as set forth in this Contract).

"Amount Advanced" has the meaning assigned in Article I.

"Closing Date" means the date on which this Contract is first executed and delivered by the parties, which is expected to be on or about May ____, 2016.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the County's obligations under this Contract. Reference to any specific Code provision will be deemed to include any successor provisions thereto.

“Construction Agreement” means any agreement between the County and any other person or entity related to any part of the construction of the Pledged Facilities, including contracts for site preparation and related work.

"Contract Payments" means Installment Payments and Additional Payments.

"County Board" means the County's Board of Commissioners as from time to time constituted.

"County Representative" means the County Manager, County finance officer or any other person or persons at the time designated, by a written certificate furnished to the Lender and signed on the County's behalf by the County Manager or the Chairman of the County Board, to act on the County's behalf for the purpose of performing any act (or any specified act) under this Contract.

"Deed of Trust" means the Deed of Trust and Security Agreement, dated as of May 1, 2016, from the County to a deed of trust trustee for the benefit of the Lender and its assigns, as it may be duly amended or supplemented.

"Event of Default" means one or more events of default as defined in Section 9.1.

"Event of Nonappropriation" means a failure by the County Board to include funds for Contract Payments in the County's budget for any Fiscal Year, or any reduction or elimination of an appropriation for Contract Payments, all as further described in Section 2.5.

"Fiscal Year" means the County's fiscal year beginning July 1, or such other fiscal year as the County may later lawfully establish, and also includes the period between the Closing Date and June 30, 2016.

"Installment Payments" means the payments payable by the County pursuant to Section 2.1.

"LGC" means the North Carolina Local Government Commission, or any successor to its functions.

"Mortgaged Property" has the meaning assigned in the Deed of Trust, and generally includes the Pledged Site and the Pledged Facilities.

"Net Proceeds," when used with respect to any amounts derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out of the condemnation of all or any portion of the Mortgaged Property, payments on any bonds required by Section 4.2, any amounts recovered from any contractor on an action for default or breach, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys' fees and costs) incurred in the collection of such proceeds, and after reimbursement to the County or the Lender for amount previously expended to remedy the event giving rise to such payment or proceeds.

"Permitted Encumbrances" means, as of any particular time, (a) the encumbrances on the County's title to the Mortgaged Property that are stated on Exhibit B to the Deed of Trust, (b) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to Sections 3.8 or 5.2, (c) the Deed of Trust, (d) any lien or encumbrance which is made by its terms expressly subordinate to the lien of the Deed of Trust, including a lease of the Financed Facilities to the School Board, and (e) easements and rights-of-way granted by the County pursuant to Section 1-6 of the Deed of Trust.

"Pledged Facilities" has the meaning ascribed to that term in the Deed of Trust, and generally includes Grady Brown School.

“Pledged Site” has the meaning ascribed to that term in the Deed of Trust, and generally includes the real property upon which the Pledged Facilities are located.

“Project” has the meaning ascribed to that term in the recitals to this Contract.

"Project Costs" means all capital costs of the Project as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable under this Contract, including (a) sums required to reimburse the County or its agents for advances made for any such costs, and (b) all costs related to the financing of the Project through this Contract and all related transactions.

“School Board” means The Orange County Board of Education, and its successors.

"State" means the State of North Carolina.

All references in this Contract to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Contract. The words "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number will include the plural number and vice versa. The use of the term “including” should be understood to mean “including, but not limited to.”

**EXHIBIT B-1 –
Schedule of Installment Payments for First Advance**

For repayment of the First Advance, principal is payable in the amounts and on the dates as shown below, subject to prepayment as provided in this Contract. Interest is payable on each May 1 and November 1, beginning November 1, 2016.

Each portion of the Amount Advanced will bear interest from the Closing Date until paid. Interest on the First Advance is calculated at the annual rate of 2.30%, as described below. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The schedule below shows the expected interest payment amounts.

First Advance = \$2,275,000

[Table to come]

**EXHIBIT B-2 –
Schedule of Installment Payments for Second Advance**

For repayment of the Second Advance, principal is payable in the amounts and on the dates as shown below, subject to prepayment as provided in this Contract. Interest is payable on each May 1 and November 1, beginning November 1, 2016.

Each portion of the Amount Advanced will bear interest from the Closing Date until paid. Interest on the Second Advance is calculated at the annual rate of 2.95%, as described below. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The schedule below shows the expected interest payment amounts.

Second Advance = \$5,875,000

[Table to come]

EXHIBIT C – Project Description

Component	Est. Amount Financed
Cedar Ridge High School – construction of auxiliary gym	3,328,750
Vehicle replacements	771,209
Various school improvements and repairs for the Chapel Hill – Carrboro system	750,000
Information Technologies projects – hardware and software acquisition	746,125
Various school improvements and repairs for the Orange County system	478,000
Soccer.com Soccer Center, Phase II land acquisition	425,000
Purchase new truck for rural curbside recycling	310,090
Purchase of solid waste disposal carts	234,000
Rogers Road water project – easement acquisition	212,000
Cedar Grove Community Center Library Kiosk – purchase and install	180,000
Board of Elections equipment – purchase and install	169,575
Recycling Roll-Cart Distribution and Maintenance Building – purchase and construct	165,000
Upper Eno Nature Preserve – construct parking lot and trail work	125,000
Purchase new generator for Hillsborough Commons	100,000

Financing and related costs	155,241
TOTAL	8,150,000

The amounts listed above are illustrative only. The County may use any portion of the Amount Advanced for any of the Financed Facilities, subject only (a) to the County's obligation to spend at least \$50,000 for improvements at Grady Brown School and (b) to the limitations on the use of funds for Project Costs and Financing Costs.

S☆H draft of April 4

Prepared by and return after recording to:

Robert M. Jessup Jr.
Sanford Holshouser LLP
209 Lloyd St., Suite 350
Carrboro, NC 27510

Orange County PIN: 9863277482

STATE OF NORTH CAROLINA)	The collateral is or includes fixtures.
)	
ORANGE COUNTY)	This Deed of Trust secures future advances.

Brief description: Grady Brown School, 1100 New Grady Brown School Road, Hillsborough NC 27278

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") is dated as of May 1, 2016, and is granted by **ORANGE COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the "County"), to _____, as trustee (the "Deed of Trust Trustee"), for the benefit of **FIRST BANK** (the "Lender").

RECITALS:

The Lender is advancing \$8,150,000 to the County pursuant to an Installment Financing Contract dated as of May 1, 2016 (the "Financing Contract"), between the County and the Lender. The County will use these funds, together with other available funds, to carry out a plan to acquire, construct and improve various public facilities and improvements, as well as to pay financing costs.

As a condition to entering into the Financing Contract, the Lender requires the County to secure its obligations under the Financing Contract by this conveyance of Grady Brown School and its related real property, as described in Exhibit A, and the other "Mortgaged Property," as defined below.

The Mortgaged Property includes the property described in Exhibit A. The County is the record owner of the property described in Exhibit A.

This Deed of Trust is given to secure current advances under the Financing Contract of \$8,150,000, as well as potential future advances in the total maximum principal amount of \$25,000,000. The time during which future advances may be made is 30 years from May 1, 2016. The current scheduled date for final repayment is on or about May 1, 2036.

NOW, THEREFORE,

(1) in consideration of the execution and delivery of the Financing Contract and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge,

(2) to secure the County's performance of all its covenants under this Deed of Trust and under the Financing Contract, including the repayment of amounts advanced under the Financing Contract, and

(3) to charge the Mortgaged Property with this payment and performance,

the County sells, grants and conveys to the Deed of Trust Trustee, [his] successors and assigns forever, in trust, with power of sale, the following (collectively, the "Mortgaged Property"):

(a) the property described in Exhibit A and any real property later acquired by the County in exchange for, or in consideration of the exchange of, or with the proceeds from any disposition of, all or any part of any property described in this paragraph, and in all cases together with all easements, rights, rights-of-way and appurtenances belonging to any such property (collectively, the "Pledged Site"); and

(b) all buildings and other improvements and fixtures (including any "Fixtures," as defined in Section 1-4) now or later attached to or used in or on those improvements or the Pledged Site, including (i) all renewals, replacements, and additions, (ii) all articles in substitution, (iii) all building materials for construction, improvement, modification or repair of improvements upon their delivery to the Pledged Site, and (iv) all proceeds of all the foregoing in whatever form resulting from the loss or disposition of the foregoing, including all proceeds of and unearned premiums for any insurance policies covering the Pledged Site and the improvements, proceeds of title insurance and payments related to the exercise of condemnation or eminent domain authority, and all judgments or settlements in lieu of any of the foregoing (collectively, the "Pledged Facilities");

TO HAVE AND TO HOLD the Mortgaged Property with all privileges and appurtenances belonging thereto, to the Deed of Trust Trustee, [his] successors and assigns forever, upon the trusts, terms and conditions and for the purposes set out below, in fee simple in trust;

SUBJECT, HOWEVER, to the existing encumbrances described in Exhibit B;

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST: if the County pays its "Obligations," as defined below, in full in accordance with the Financing Contract and this Deed of Trust, and the County complies with all of the terms, covenants and conditions of the Financing Contract and this Deed of Trust, this conveyance will be null and void and will be canceled of record at the County's request and cost, and title will revert as provided by law;

BUT IF, HOWEVER, THERE OCCURS AN EVENT OF DEFAULT UNDER THE FINANCING CONTRACT, then the Lender will have the remedies provided for in this Deed of Trust, including directing the Deed of Trust Trustee to sell the Mortgaged Property under power of sale.

THE COUNTY COVENANTS AND AGREES with the Deed of Trust Trustee and the Lender (and their respective heirs, successors and assigns), in consideration of the foregoing, as follows:

1. Warranties of Title; Security Provided By This Deed of Trust

1-1 Warranties of Title. The County covenants with the Deed of Trust Trustee and the Lender that the County is seized of and has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear of all liens and encumbrances other than Permitted Encumbrances (as defined in the Financing Contract), that title to the Mortgaged Property is marketable, and that the County will forever warrant and defend title to the Mortgaged Property (subject to the Permitted Encumbrances) against the claims of all persons.

1-2 Security for Payment and Performance. This Deed of Trust secures the County's payment, as and when the same become due and payable, of all amounts payable by the County under the Financing Contract and this Deed of Trust (the "Obligations") and the County's timely compliance with all terms, covenants and conditions of the Financing Contract and this Deed of Trust.

1-3 Present and Future Advances. This Deed of Trust is executed to secure all the County's present and future obligations to the Company related to the Mortgaged Property. The making of future advances is subject to the terms and conditions of the Financing Contract and this Deed of Trust. The amount of the present obligations secured by this Deed of Trust is \$8,150,000 and the total amount, including present and future

obligations, that may be secured by this Agreement at any one time is \$25,000,000. The period within which future obligations may be incurred is 30 years from May 1, 2016.

The provisions in this Deed of Trust for future advances are made only to facilitate possible future financings as provided for under the Trust Agreement. As of the date of this Deed of Trust there is no agreement or obligation by the County to borrow, or for any person to lend, any additional funds beyond the \$8,150,000 that constitutes the present obligations.

1-4 Security Interest in Fixtures. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code as in effect in North Carolina for the “Fixtures,” as defined below. The County grants to the Lender and the Deed of Trust Trustee a security interest in the Fixtures to secure the Obligations.

The County agrees to execute, deliver and file, or cause to be filed, in such place or places as may be requested by the Lender or the Deed of Trust Trustee, financing statements (including any continuation statements) in such form as either party may reasonably request to evidence the security interest provided for in this Section. Upon the occurrence of an Event of Default under this Deed of Trust or the Financing Contract, the Lender or the Deed of Trust Trustee is entitled to exercise all rights and remedies of a secured party under the Uniform Commercial Code as in effect in North Carolina and may proceed as to the Fixtures in the same manner as provided in this Deed of Trust for the real property.

The “Fixtures” are all items of personal property attached or affixed to the Pledged Facilities in such a manner that removing the items would cause damage to the Pledged Facilities. The Fixtures may include plumbing, heating, lighting, electrical, laundry, ventilating, refrigerating, incinerating, air-conditioning, fire and theft protection and sprinkler equipment, including all renewals and replacements thereof and all additions thereto, and all articles in substitution thereof, and all proceeds of all the foregoing in whatever form.

The County is not obliged to renew, repair or replace any undesirable or unnecessary Fixture. If the County determines that any Fixture has become undesirable or unnecessary, the County may remove that Fixture from the Pledged Facilities and sell, trade-in, exchange or otherwise dispose of it (as a whole or in part), with an amount equivalent to the fair market value of the Fixture as removed becoming Net Proceeds and subject to the provisions of Section 6.2 of the Financing Contract.

With respect to those items of the Mortgaged Property that are or are to become Fixtures, this Deed of Trust constitutes a financing statement filed as a fixture filing. The County agrees that the security interest in the Fixtures granted in this Section 1-4 is in addition to, and not in lieu of, any security interest in the Fixtures acquired by real property law. The fixtures are located on the land described on Exhibit A, and the County

is the record owner of that land. The name and address of the County, as debtor, and the Lender, as secured party, are set forth in Section 5-1.

1-5 County's Obligation Limited. Notwithstanding any other provision of this Deed of Trust, the parties intend that this transaction will comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the County in violation of Section 160A-20.

No provision of this Deed of Trust is to be construed or interpreted as creating a pledge of the County's faith and credit within the meaning of any constitutional debt limitation. No provision of this Deed of Trust should be construed or interpreted as an illegal delegation of governmental powers, nor as an improper donation or lending of the County's credit within the meaning of the North Carolina constitution. The County's taxing power is not and may not be pledged, directly or indirectly contingently, to secure any moneys due under this Deed of Trust.

No provision of this Deed of Trust restricts the County's future issuance of any of its bonds or other obligations payable from any class or source of the County's moneys (except to the extent the Financing Contract and this Deed of Trust restrict the incurrence of additional obligations secured by the Mortgaged Property).

Nothing in this Section is intended to impair or prohibit foreclosure on this Deed of Trust if the Obligations are not paid when due or otherwise upon the occurrence of an Event of Default under this Deed of Trust or the Financing Contract.

To the extent of any conflict between this Section and any other provision of this Deed of Trust, this Section takes priority.

1-6 Releases; Grants of Easements and Other Transfers.

(a) So long as no Event of Default is continuing, the Lender and the Deed of Trust Trustee are required, upon the County's request and at any time, to execute and deliver all documents necessary to effect the release of all or a portion of the Mortgaged Property from the lien of this Deed of Trust upon the County's compliance with the requirements of this Section.

(b) In connection with the release of a portion (but less than all) of the Mortgaged Property, the County must file with the Lender and the Deed of Trust Trustee evidence that the appraised or insured value of that portion of the Mortgaged Property that is proposed to remain subject to the lien of this Deed of Trust will not be less than 75% of the aggregate principal component of the Amount Advanced outstanding at the time the release is effected.

(c) In the case of a proposed release of all the Mortgaged Property, the County must pay to some fiduciary reasonably acceptable to the Lender an amount (i) that is

sufficient to provide for the payment in full of the entire outstanding balance of the Amount Advanced and (ii) that is required to be used for that payment.

(d) In any event, the County must file with the Lender and the Deed of Trust Trustee (i) a certified copy of a County Board resolution stating the purpose for which the County desires the release, giving a brief and general description of the portion of the Mortgaged Property to be released and requesting the release, (ii) a copy of the proposed instrument of grant or release, including a complete legal description of the property to be released, (iii) a written application signed by a County Representative requesting the execution and delivery of the instrument, and (iv) a certificate executed by a County Representative to the effect (A) that no Event of Default is continuing and (B) that the grant or release will not materially impair the intended use of the Pledged Facilities.

(e) In addition to the provisions for release described above,

(i) The County may from time to time grant easements, licenses, rights-of-way and other similar rights with respect to any part of the Mortgaged Property, and the County may release similar interests, with or without consideration. The County must send notice of any grant or release to the Lender, along with a certificate that the grant or release will not materially impair the intended use of the Pledged Facilities.

(ii) The County may dispose of any undesirable or unnecessary Fixture as provided in Section 1-4.

1-7 Construction Mortgage. The security interest evidenced by this Deed of Trust is a "construction mortgage" with respect to the Pledged Facilities within the meaning of Section 25-9-334 of the North Carolina General Statutes.

2. County's Payment Obligation; Lender's Advances

2-1 Payment of Obligations; Compliance with Covenants. The County will pay the Obligations as and when the same become due and payable in the manner set forth in this Deed of Trust and in the Financing Contract, and will comply in all respects with all of the terms of this Deed of Trust and the Financing Contract.

2-2 Payment of Costs and Legal Fees. (a) If the Deed of Trust Trustee or the Lender employs an attorney to assist in the enforcement or collection of any Obligations, or if the Deed of Trust Trustee or the Lender voluntarily or otherwise becomes a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Mortgaged Property, to protect the lien of this Deed of Trust, to enforce collection of the Obligations, or to enforce compliance by the County with any of the provisions of this Deed of Trust or the Financing Contract, then the County will pay reasonable legal fees and all costs that may reasonably be incurred (whether or not any suit or proceeding is commenced). All of those fees and

costs (together with interest at the annual rate of 4.00%) are secured as Obligations under this Deed of Trust.

(b) If any suit or proceeding described in subsection (a) is adverse to the County, however, then the County has this liability only if the Deed of Trust Trustee or the Lender, as the case may be, is a prevailing party in the suit or proceeding.

2-3 Advances for Performance of County's Obligations. If the County fails to perform any of its obligations under the Financing Contract or this Deed of Trust, then the Deed of Trust Trustee and the Lender are authorized, but not obligated, to perform the obligation or cause it to be performed. All of those fees and costs, together with interest at the annual rate of 4.00%, are secured as Obligations under this Deed of Trust.

3. The Deed of Trust Trustee

3-1 Deed of Trust Trustee's Liability. The Deed of Trust Trustee will suffer no liability by virtue of [his] acceptance of this trust except as may be incurred as a result of any failure on [his] part to account for the proceeds of any sale under this Deed of Trust.

3-2 Substitute Trustees. If any Deed of Trust Trustee dies, becomes incapable of acting or renounces the trust, or if for any reason the Lender desires to replace any Deed of Trust Trustee, then the Lender has the unqualified right to appoint one or more substitute or successor Deed of Trust Trustees by instruments filed for registration in the office of the Register of Deeds where this Deed of Trust is recorded. Any removal or appointment may be made at any time without notice, without specifying any reason, and without any court approval. Any appointee becomes vested with title to the Mortgaged Property and with all rights, powers, and duties conferred upon the Deed of Trust Trustee by this Deed of Trust in the same manner and to the same effect as if that Deed of Trust Trustee were named as the original Deed of Trust Trustee.

4. Defaults and Remedies; Foreclosure

4-1 Defaults and Remedies. During the continuation of an Event of Default under the Financing Contract, the Lender may pursue its rights and remedies as provided under the Financing Contract and this Deed of Trust.

4-2 Foreclosure; Sale under Power of Sale.

(a) *Right to foreclosure or sale.* During the continuation of an Event of Default, at the Lender's request, the Deed of Trust Trustee must foreclose this Deed of Trust by judicial proceedings or, at the Lender's option, the Deed of Trust Trustee must sell (and is empowered to sell) all or any part of the Mortgaged Property at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which the County expressly waives to the extent

permitted by law) after compliance with applicable State laws relating to foreclosure sales under power of sale. The Deed of Trust Trustee will execute and deliver a proper deed or deeds to the successful purchaser at such sale. If only a part of the Mortgaged Property is sold, the partial sale in no way adversely affects the lien created by this Deed of Trust against the remainder.

(b) *Lender's Bid.* The Lender may bid and become the purchaser at any sale under this Deed of Trust. Instead of paying cash, the Lender may make settlement for the purchase price by crediting against the Obligations the bid price net of sale expenses, including the Deed of Trust Trustee's commission, and after payment of any taxes and assessments as may be a lien on the Mortgaged Property superior to the lien of this Deed of Trust (unless the Mortgaged Property is sold subject to those liens and assessments, as provided by law).

(c) *County's Bid.* The County may bid for all or any part or parts of the Mortgaged Property at any foreclosure sale. The County, however, may not bid less than an amount sufficient to provide for full payment of the Obligations unless the Lender consents in writing.

(d) *Successful bidder's deposit.* At any sale the Deed of Trust Trustee may, at [his] option, require any successful bidder (other than the Lender) immediately to make a deposit with the Deed of Trust Trustee against the successful bid in the form of cash or a certified check in an amount of up to 5% of the sale price. The advertised notice of sale need not include notice of this requirement.

(e) *Application of sale proceeds.* The Deed of Trust Trustee must apply the proceeds of any foreclosure sale in the manner and in the order prescribed by State law. The parties agree (i) that the sale expenses will include a commission to the Deed of Trust Trustee equal to one-half of one percent of the gross sales price (but not exceeding a total of \$25,000) for all services performed by the Deed of Trust Trustee under this Deed of Trust, and (ii) that any sale proceeds remaining after the payment of all obligations and the prior application of the proceeds in accordance with State law will be paid to the County.

4-3 Possession of Mortgaged Property. During the continuation of an Event of Default, upon the Lender's demand the County must deliver possession of the Mortgaged Property to the Lender. In addition, the County must surrender possession of the Mortgaged Property to the purchaser of the Mortgaged Property at any judicial or foreclosure sale under this Deed of Trust.

During the continuation of an Event of Default, the Lender, to the extent permitted by law, is also authorized to (a) take possession of the Mortgaged Property, with or without legal action, (b) lease the Mortgaged Property, (c) collect all rents and profits from the Mortgaged Property, with or without taking possession of the Mortgaged Property, and (d) after deducting all costs of collection and administration expenses,

apply the net rents and profits to the payment of necessary maintenance and insurance costs, and then apply all remaining amounts to the County's account and in reduction of the Obligations. The Lender will be liable to account only for rents and profits it actually receives.

4-4 Due on Sale Provision; Acceleration. The Lender may, at its option, require the immediate payment in full of the Installment Payments and all other amounts secured by this Deed of Trust upon the sale, transfer, conveyance or encumbrance of all or any part of the Mortgaged Property, or any legal or beneficial interest in the Mortgaged Property, without the Lender's prior written consent. This option applies whether the sale, transfer, conveyance or encumbrance is voluntary, involuntary, by operation of law or otherwise, and includes any lien or encumbrance that is not a Permitted Encumbrance.

4-5 No Remedy Exclusive; Delay not Waiver. All remedies under this Deed of Trust are cumulative and may be exercised concurrently or separately. The exercise of any one remedy is not an election of that remedy as an exclusive remedy, nor does the exercise of one remedy preclude the exercise of any other remedy. If any Event of Default occurs and is later waived by the other party or parties, that waiver is limited to the particular default waived and does not constitute a waiver of any other default. Every power or remedy given by this Deed of Trust to the Deed of Trust Trustee or the Lender may be exercised from time to time as often as may be deemed expedient by the Deed of Trust Trustee or the Lender.

5. Miscellaneous

5-1 Notices.

(a) Any communication provided for in this Deed of Trust must be in writing (not to include facsimile transmission or electronic mail).

(b) Any communication under this Deed of Trust will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the County, to County Manager, Orange County, Attention: Notice under 2016 Financing Deed of Trust, Post Office Box 8181, Hillsborough, NC 27278

(ii) if to the Deed of Trust Trustee, to _____

(iii) if to the Lender, to First Bank, Attention: Notice related to financing for Orange County, 1333 Plaza Blvd., Sanford, NC 27330

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others. The County must send copies of any notices it sends to the Deed of Trust Trustee also to the Lender.

5-2 Successors. This Deed of Trust is binding upon, will inure to the benefit of, and is enforceable by the County, the Deed of Trust Trustee and the Lender, and their respective successors and assigns.

5-3 No Marshalling. The County waives any and all rights to require marshalling of assets in connection with the exercise of any remedies provided in this Deed of Trust or as permitted by law.

5-4 Definitions. All capitalized terms used in this Deed of Trust and not otherwise defined have the meanings ascribed to them in the Financing Contract.

5-5 Governing Law; Forum. The County, the Lender and the Deed of Trust Trustee intend that North Carolina law will govern the interpretation of this Deed of Trust. To the extent permitted by law, the County, the Lender and the Deed of Trust Trustee agree that any action brought with respect to this Deed of Trust must be brought in the North Carolina General Court of Justice in Orange County, North Carolina.

5-6 Limitation of Liability of Officers and Agents. No officer, agent or employee of the County, the Lender or the Deed of Trust Trustee will be subject to any personal liability or accountability by reason of the execution of this Deed of Trust or any other documents related to the transactions contemplated by this Deed of Trust. Those officers or agents are deemed to execute documents in their official capacities only, and not in their individual capacities. This Section does not relieve any officer, agent or employee from the performance of any official duty provided by law.

5-7 Covenants Run with the Land. All covenants contained in this Deed of Trust run with the real estate encumbered by this Deed of Trust.

5-8 Further Instruments. Upon the request of the Lender or the Deed of Trust Trustee, the County will execute, acknowledge and deliver any further instruments reasonably necessary or desired by the Lender or the Deed of Trust Trustee to carry out more effectively the purposes of this Deed of Trust or any other document related to the transactions contemplated by this Deed of Trust, and to subject to the liens and security interests of this Deed of Trust all or any part of the Mortgaged Property intended to be given or conveyed, whether now given or conveyed or acquired and conveyed subsequent to the date of this Deed of Trust.

5-9 Severability. If any provision of this Deed of Trust is determined to be unenforceable, that will not affect any other provision of this Deed of Trust.

5-10 Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right is not a Business Day, that payment may be made or act performed or right exercised on or before the next succeeding Business Day.

5-11 Entire Agreement; Amendments. This Deed of Trust, together with the Financing Contract, constitutes the County's entire agreement with the Lender and the Deed of Trust Trustee with respect to its general subject matter. This Deed of Trust may not be changed without the written consent of the County and the Lender, but the consent of the Deed of Trust Trustee is not required.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the County has caused this instrument to be signed, sealed and delivered by duly authorized officers, all as of May 1, 2016.

ATTEST:

**ORANGE COUNTY,
NORTH CAROLINA**

Donna S. Baker
Clerk, Board of Commissioners

By: _____
Bonnie B. Hammersley
County Manager

* * * * *

**STATE OF NORTH CAROLINA;
ORANGE COUNTY**

I, a Notary Public of such County and State, certify that Bonnie B. Hammersley and Donna S. Baker personally came before me this day and acknowledged that they are the County Manager and the Clerk of the Board of Commissioners, respectively, of Orange County, North Carolina, and that by authority duly given and as the act of such County, the foregoing instrument was signed in the County's name by such County Manager, sealed with its corporate seal and attested by such Clerk.

WITNESS my hand and official stamp or seal, this _____ day of May, 2016.

[SEAL]

Notary Public

My commission expires: _____

[Deed of Trust and Security Agreement
for the benefit of First Bank,
dated as of May 1, 2016]

EXHIBIT A – Pledged Site Description

EXHIBIT B -- Existing Encumbrances

S☆H draft of April 4

Prepared by and return after recording to:

Robert M. Jessup Jr.
Sanford Holshouser LLP
209 Lloyd St., Suite 350
Carrboro, NC 27510

STATE OF)
NORTH CAROLINA) **LEASE**
)
ORANGE COUNTY)

Orange County PIN _____

Brief description: Grady Brown Elementary School

THIS LEASE is dated as of May 1, 2016, and is entered into by and between **ORANGE COUNTY, NORTH CAROLINA**, as lessor (the "County"), and **THE ORANGE COUNTY BOARD OF EDUCATION**, as lessee (the "School Board").

WITNESSETH:

The County and the School Board have previously agreed to cooperate in a plan to carry out capital improvements for public schools, including the installation of new roofs (the "Project") for Grady Brown Elementary School ("Grady Brown").

The County has entered into an Installment Financing Contract dated as of May 1, 2016 (the "Financing Contract"), to provide funds for the Project. The County has granted a Deed of Trust and Security Agreement, also dated as of May 1, 2016 (the "Deed of Trust"), to secure the County's repayment obligations under the Financing Contract.

The County proposes to lease Grady Brown and its associated real property, as described on Exhibit A (the "Site"), to the School Board, so that the School Board can continue to operate Grady Brown, both during the Project period and then throughout the County's financing term. The School Board has determined to accept this lease.

The County is the record owner of the Site.

NOW THEREFORE, for and in consideration of the mutual promises contained in this Lease, the parties agree as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

All capitalized terms used in this Lease and not otherwise defined have the meanings assigned to them in the Financing Contract, unless the context clearly requires otherwise.

In addition, the following terms have the meanings specified below, unless the context clearly requires otherwise:

"Event of Default" means one or more events of default as defined in Section 11.1.

"Lease" means this Lease, as it may be duly amended.

"Lease Term" means the term of this Lease as determined pursuant to Article IV.

"Lease Year" means, initially, the period from the Closing Date through June 30, 2016, and thereafter, means each twelve-month period commencing on July 1 and ending on the next June 30.

"Leased Property" means the Site and all improvements on the Site, including Grady Brown.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

The County and the School Board each represents, covenants and warrants for the other's benefit as follows:

(a) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions

contemplated by this Lease, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(b) To the knowledge of each party, there is no litigation or other court or administrative proceeding pending or threatened against such party (or against any other person) affecting such party's rights to execute or deliver this Lease or to comply with its obligations under this Lease. Neither such party's execution and delivery of this Lease, nor its compliance with its obligations under this Lease, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

ARTICLE III

DEMISE; PRIORITY OF FINANCING CONTRACT

3.1. Demise. The County hereby leases the Leased Property to the School Board, and the School Board hereby leases the Leased Property from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term, subject to the provisions of Sections 3.2.

3.2. Priority of Deed of Trust. **Notwithstanding anything in this Lease to the contrary, the School Board's rights to possession of the Leased Property and all its other rights under this Lease are subordinate to the rights of the beneficiary under the Deed of Trust. Any judicial sale of, or foreclosure on, the Leased Property pursuant to the Deed of Trust terminates all the School Board's rights under this Lease.**

ARTICLE IV

LEASE TERM

4.1. Commencement. The Lease Term commences on the date of the initial execution and delivery of this Lease.

4.2. Termination. The Lease Term terminates upon the earliest of the following:

(a) Judicial sale of or foreclosure on the Leased Property under the Deed of Trust;

(b) The occurrence of an Event of Default under this Lease and subsequent termination by the County pursuant to Section 11.2; or

(c) The date that is 30 days after [May 1, 2036], which is the scheduled date for final payment on the Financing Contract, except that the Lease Term ends immediately upon the termination of the Financing Contract if the Financing Contract is terminated following an event of default by the County under the Financing Contract.

Termination of the Lease Term terminates all the County's obligations under this Lease, and terminates the School Board's rights of possession under this Lease; but all other provisions of this Lease, including the receipt and disbursement of funds, continue until the Financing Contract is discharged as provided therein.

ARTICLE V

QUIET ENJOYMENT; RECONVEYANCE

5.1. Quiet Enjoyment. The County covenants that the School Board will during the Lease Term peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County will not interfere with the School Board's quiet use and enjoyment of the Leased Property during the Lease Term. The County will, at the School Board's request and the County's cost, join and cooperate fully in any legal action in which the School Board asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the School Board may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property and will be joined (to the extent legally possible, and at the School Board's expense) in any action affecting its liabilities under this Lease.

The provisions of this Article are subject to rights to inspect the Leased Property granted to parties under the Financing Contract.

5.2. Reconveyance. The County covenants that it will convey the Leased Property to the School Board within 30 days after the date of the County's final payment on the Financing Contract, subject to the priority of the Deed of Trust as described in Section 3.2. The County will make this conveyance pursuant to a deed in form and substance reasonably acceptable to each party, and free and clear of all encumbrances other than (a) any encumbrances existing at the time of the original conveyance of the Leased Property from the School Board to the County, (b) any encumbrances that arise by operation of law without regard to action or inaction by the School Board or the County (such as regulatory encumbrances or encumbrances related to condemnation by another governmental entity), (c) encumbrances created by the School Board's action, or (d) encumbrances to which the School Board consents or to which it has previously consented.

ARTICLE VI

CONSIDERATION FOR LEASE

6.1. Use as School; Assumption of Obligations. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term, the School Board agrees to use the Leased Property for public education in fulfillment of its obligation, shared by the County, to provide for educational services in the County. In addition, in consideration of its rights under this Lease, the School Board undertakes the obligations imposed on it under this Lease, including those imposed by Section 7.1.

6.2. Payments. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the School Board hereby agrees to pay to the County total rent for the Lease Term in the amount of Ten Dollars, payable in advance on the Closing Date, receipt of which the County hereby acknowledges.

ARTICLE VII

SCHOOL BOARD'S ASSUMPTION OF COUNTY'S OBLIGATIONS

7.1. Assumption of Obligations. (a) The School Board assumes the County's obligations under Financing Contract Sections 4.1 (care and use), 4.2 (utilities), 4.5 (compliance with requirements), 4.6(b) (regarding use and operation), 4.8 (payment of taxes and other governmental charges), 4.9(a) (property damage insurance), 5.2 (prevention of liens), 6.1 (regarding notice of damage, repair or replacement from Net Proceeds), and 7.2 (compliance with environmental laws). The parties agree that the School Board may fulfill its requirements to maintain insurance through pooled risk and similar programs sponsored by or affiliated with the North Carolina School Boards Association, such as the North Carolina School Boards Association Insurance Trust. *[Note: all references to sections of the Financing Contract will be updated after that document is updated to reflect the terms of the financing proposal that the County accepts in mid-April.]*

(b) Notwithstanding the foregoing, the County retains its rights under Article VI of the Financing Contract to direct the use of Net Proceeds. All payments of Net Proceeds are to be made to the County.

7.2. Transfer of Rights. In order to allow the School Board to carry out its obligations under Section 7.1, the County transfers its rights under Section 4.7 of the Financing Contract (regarding maintenance, repairs and modifications of and to the Leased Property). Nothing in this Section, however, may be construed as in any way assigning or

delegating to the School Board any of the County's rights or responsibilities to make decisions regarding the School Board's capital and operating budgets.

7.3. County's Cooperation. (a) The County will cooperate fully with the School Board in filing any proof of loss or taking any other action under this Lease. Except as and to the extent provided in subsection (b), in no event will the County or the School Board voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Leased Property without the other's written consent.

(b) In the case of a proceeding as to which amounts are to be paid out by the County or the School Board, either party may settle or consent to settlement without the other's consent if the amount of the settlement (i) is less than \$50,000 or (ii) is to be paid entirely by insurance providers or other third parties.

7.4. Advances; Performance of Obligations. If the School Board fails to pay any amount required to be paid by it under this Lease, or fails to take any other action required of it under this Lease, the County may (but is under no obligation to) pay such amounts or perform such other obligations. The School Board agrees to reimburse the County for any such payments or for its costs incurred in connection with performing such other obligations, together with interest thereon at the annual rate of 4.00%.

ARTICLE VIII

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

8.1. Disclaimer of Warranties. **THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR USE OF THE LEASED PROPERTY OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF.** In no event will the County be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by any of them of any item, product or service provided for herein.

The School Board acknowledges that the County has not designed the proposed new auxiliary gymnasium, any other aspect of Grady Brown, or any other improvements on the Site (together, the "Improvements"), that the County has not supplied any plans or specifications with respect thereto and that the County (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Improvements or similar facilities, (b) has not made any recommendation, given any advice nor taken any other action with respect

to (1) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Improvements or any component part thereof or any property or rights relating thereto, or (2) any action taken or to be taken with respect to the Improvements or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, (c) has not at any time had physical possession of the Improvements or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Improvements or any component part thereof or any property or rights relating thereto (1) will not result in or cause injury or damage to persons or property, (2) have been or will be properly designed, or will accomplish the results which the School Board intends therefor, or (3) are safe in any manner or respect.

8.2. Further Assurances; Corrective Instruments. The School Board and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased, or intended to be leased, or for otherwise carrying out the intention of this Lease.

8.3. Covenant against Financing Contract Defaults. The School Board covenants not to take or omit to take any action the taking or omission of which would cause the County to be in default, technical or otherwise, under the Financing Contract. In particular, the School Board covenants not to make any use of Grady Brown that would cause the County's obligations to make Installment Payments under the Financing Contract to be "private activity bonds" within the meaning of the Code, such as entering into any leases of any part of the Leased Property or entering into any contracts for the use, management or operation of any part of the Leased Property without the County's consent. If the School Board takes or omit to take any such action, then, to the extent permitted by law, the School Board will proceed with all due diligence to take such actions as may be necessary to cure such default.

8.4. Compliance with Requirements. The School Board and the County must observe and comply promptly with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies writing policies covering the Leased Property or any portion thereof.

8.5. Personal Property Insurance. The School Board acknowledges that it is solely responsible for insuring the personal property owned by the School Board that at any time or from time to time may be located at the Leased Property.

8.6. Permits and Other Authorizations. The School Board covenants and represents to the County that the School Board has obtained all permits, consents, approvals or authorizations of all governmental entities and regulatory bodies required as a

condition to the School Board's entering into this Lease. The School Board further covenants and warrants that prior to the use of the new auxiliary gymnasium, the School Board will obtain, and will thereafter maintain through the duration of this Lease, all further permits, consents, approval or authorizations of all governmental entities and regulatory bodies necessary to operate it.

ARTICLE IX

TITLE TO LEASED PROPERTY

Except for personal property purchased by the School Board at its own expense, title to the Leased Property and any and all additions and modifications to or replacements of any portion of the Leased Property will be held in the County's name, subject only to Permitted Encumbrances, until foreclosed upon or conveyed as provided in the Financing Contract or the Deed of Trust, notwithstanding (a) the occurrence of one or more events of default as defined in Financing Contract Section 10.1; (b) the occurrence of any event of damage, destruction, condemnation or construction or title defect; or (c) the County's violation of any provision of this Lease.

The School Board has no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property, except as expressly set forth in this Lease, or the deed by which the School Board conveyed title to the Leased Property to the County.

ARTICLE X

SUBLEASING, ASSIGNMENT, AND INDEMNIFICATION

10.1. School Board's Subleasing and Assignment. (a) Except as provided in subsection (b), the School Board may not sublease the Leased Property, in whole or in part, enter into other agreements for the use of any part of the Leased Property or assign any of its rights or obligations under this Lease, without the County's prior written consent.

(b) The School Board may enter into agreements for the use of portions of the Leased Property with state and local (but not federal) government entities, and may allow for the occasional use of portions of the Leased Property by federal or non-government entities, in each case without the necessity of obtaining the County's prior consent. The School Board must certify to the County, by September 15 of each year, that the total use of the Leased Property by entities other than the School Board did not exceed 8% of the total use of the Leased Property for the Fiscal Year that ended the prior June 30. The School Board shall provide the County with such additional information as the County may request to document compliance with the County's covenants under the Financing Contract

related to the use of the property and the continuing general exemption from federal income tax of the County's payments of interest under the Financing Contract.

(c) The School Board's obligations under Section 8.3 take priority over the School Board's rights under this Section 10.1. The School Board's allowing use of the Leased Property pursuant to this Section 10.1 will not constitute a violation of the School Board's obligations under Section 6.1 or otherwise to use the Leased Property for public education purposes.

10.2. Indemnification. To the extent permitted by law, the School Board will indemnify and save the County harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity, arising from the operation or management of the Leased Property during the Lease Term, including any arising from: (a) any condition of the Leased Property, or (b) any negligent act of the School Board or of any of its agents, contractors or employees or any violation of law by the School Board or breach of any covenant or warranty by the School Board under this Lease.

The School Board will, upon notice from the County, defend or pay the cost of defending the County in any action or proceeding brought in connection with any claims arising out of circumstances described above.

ARTICLE XI

EVENTS OF DEFAULT

11.1. Events of Default. The following will be "Events of Default" under this Lease and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) The School Board's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice specifying the failure and requesting that it be remedied has been given to the School Board by the County, unless the County and the Lender agree in writing to an extension of such time prior to its expiration.

(b) The dissolution or liquidation of the School Board or the voluntary initiation by the School Board of any proceeding under any federal or State law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the School Board of any such proceeding which remains undismissed for sixty days, or the entry by the School Board into an agreement of composition with creditors or the School Board's failure generally to pay its debts as they become due.

11.2. Remedies on Default. Whenever any Event of Default is continuing, the County may take one or any combination of the following remedial steps:

(a) Cure the default and seek reimbursement from the School Board for all expenses incurred in curing the default;

(b) Have reasonable access to and inspect, examine and make copies of the School Board's books and records and accounts during the School Board's regular business hours, if reasonably necessary in the County's opinion; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the School Board under this Lease; or

(d) If the County determines that the foregoing remedies are inadequate or inappropriate to cure the Event of Default or otherwise protect the County's interests, the County may terminate this Lease, evict the School Board from the Leased Property or any portion thereof and re-lease the Leased Property or any portion thereof.

11.3. No Remedy Exclusive. No remedy conferred upon or reserved to the County in this Lease is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given under this Lease and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power, and any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved in this Article XI, it will not be necessary to give any notice, other than such notice as may be required in this Article XI.

11.4. Waivers. If either party should breach any agreement contained in this Lease and thereafter the other party waives the breach, such waiver is limited to the particular breach so waived and does not waive any other breach under this Lease. A waiver of an event of default under the Financing Contract constitutes a waiver of any corresponding Event of Default under this Lease; provided that no such waiver extends to or affects any subsequent or other Event of Default under this Lease or otherwise impairs any right consequent thereon.

11.5. Agreement To Pay Legal Fees and Costs. If either party defaults under any Lease provision and the other party employs attorneys or incurs other expenses for the collection of any payments due under this Lease, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained in this Lease, each party agrees that, to the extent permitted by law, it will then pay on demand to the non-defaulting party such legal fees and costs incurred by the non-defaulting

party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction.

11.6. Waiver of Appraisal, Valuation, Stay, Extension, and Redemption Laws. The School Board and the County agree, to the extent permitted by law, that upon a termination of the Lease Term by reason of an Event of Default, neither the School Board nor the County nor any one claiming through or under either of them will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of the Financing Contract or of any remedy provided under this Lease or under the Financing Contract; and the School Board and the County, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

ARTICLE XII

MISCELLANEOUS

12.1. Notices. Any communication provided for in this Lease must be in writing. Any communication under this Lease will be considered given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(a) If intended for the County, addressed to it at the following address: Orange County, Attention: County Manager, Re: Notice under 2016 School Financing Lease – Grady Brown Project, Post Office Box 8181, Hillsborough, North Carolina 27278

(b) If intended for the School Board, to Superintendent, Chapel Hill - Carrboro Schools, Attention: Notice under 2016 School Financing Lease – Grady Brown Project, 200 East King St., Hillsborough, North Carolina 27278

12.2. Binding Effect. This Lease will inure to the benefit of and be binding upon the School Board and the County, and their respective successors and assigns, subject, however, to the limitations contained in Article X.

12.3. Amendments, Changes and Modifications. This Lease may not be amended without the written consent of both parties.

12.4. Net Lease. This Lease will be deemed and construed to be a "net lease," and the School Board will pay absolutely net during the Lease Term all other payments required under this Lease, free of any deductions, and without abatement or set-off.

12.5. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall not be a Business Day, such payment must be made or act performed or right exercised on the next preceding day that is a Business Day.

12.6. Severability. If any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

12.7. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

12.8. Applicable Law. The parties intend that this Lease will be governed by and construed in accordance with North Carolina law.

12.9. School Board and County Representatives. Whenever under the provisions hereof the approval of the School Board or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request must be given (a) for the County by the County Representative, and (b) for the School Board by its Superintendent, its Chair or anyone designated in writing by the Chair or Superintendent to the County Manager to perform any act (or any specified act) under this Lease, and in any such case the School Board and the County will be authorized to act on any such approval or request.

12.10. Third-Party Beneficiary. The County and the School Board intend that the Lender will be the only third-party beneficiary of this Lease.

12.14. Memorandum of Lease. At the request of either party, the County and the School Board will at any time execute a memorandum of this Lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of May 1, 2016.

[SEAL]
ATTEST:

**ORANGE COUNTY,
NORTH CAROLINA**

Donna S. Baker
Clerk, Board of Commissioners

By: _____
Bonnie B. Hammersley
County Manager

[SEAL]
ATTEST:

**THE ORANGE COUNTY
BOARD OF EDUCATION**

Todd Wirt
Secretary

By: _____
Donna B. Coffey
Chair

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Gary Donaldson
Finance Officer
Orange County, North Carolina

[Lease dated as of May 1, 2016]

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, _____, a Notary Public of said State and County, do hereby certify that Bonnie B. Hammersley and Donna S. Baker personally came before me this day and acknowledged that they are the County Manager and the Clerk of the Board of Commissioners, respectively, of Orange County, North Carolina, and that by authority duly given and as the act of such County, the foregoing instrument was signed in the County's name by such County Manager, sealed with its corporate seal and attested by such Clerk.

Witness my hand and official seal this _____ day of May, 2016.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA; ORANGE COUNTY

I, _____, a Notary Public of said State and County, do hereby certify that Todd Wirt, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Secretary of The Orange County Board of Education and that Donna B. Coffey is the Chair of such Board of Education, the Board described in and which executed the foregoing instrument; that he knows the common seal of said Board; that the seal affixed to the foregoing instrument is said common seal, and the name of the Board was subscribed thereto by the said Chair, and that said Chair and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board and that the said instrument is the act and deed of said Board.

Witness my hand and official seal this _____ day of May, 2016.

Notary Public

My commission expires: _____

EXHIBIT A – Site Description

[To come.]

S☆H draft of April 4

PROJECT COMPLETION AND AGENCY AGREEMENT

THIS PROJECT COMPLETION AND AGENCY AGREEMENT is dated as of May 1, 2016, and is entered into by and between **ORANGE COUNTY, NORTH CAROLINA** (the "County"), and **THE ORANGE COUNTY BOARD OF EDUCATION** (the "School Board").

WITNESSETH:

The County and the School Board have agreed to carry out capital improvements for public schools, including the installation of new roofs (the "Project") for Grady Brown Elementary School ("Grady Brown").

As part of this plan, the County has executed and delivered an Installment Financing Contract (the "Financing Contract") providing for the financing of the Project.

The County and the School Board have agreed that the School Board will be responsible for carrying out the Project for and on behalf of both itself and the County, under the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Agreement and for other valuable consideration, the parties agree as follows:

1. DEFINITIONS.

Capitalized terms used in this Agreement and not otherwise defined have the meanings assigned in the Financing Contract.

2. APPOINTMENT; ACCEPTANCE.

The County and the School Board agree that the School Board assumes all rights, duties and responsibilities for carrying out the Project, except as limited in this Agreement. The School Board will appoint no further agent to assume these rights or carry out these duties and responsibilities without the County's prior written consent.

3. CONTRACTS.

The School Board, with the County's approval, may enter into any purchase order, contract or change order with respect to the Project in the School Board's name. The County ratifies any such prior actions by the School Board. Alternatively, the County

may require that any future purchase orders or contracts be entered into by the County in its own name or be entered into by the County and the School Board jointly.

All contracts must comply with the public procurement laws and any other State laws applicable to either the School Board or the County, as appropriate, with regard to entering into such contracts. The School Board must provide that contractors provide bonds and insurance coverages that comply with the requirements of North Carolina law.

4. RIGHTS AND RESPONSIBILITIES FOR THE PROJECT.

The School Board will be responsible for carrying out the Project, and the School Board will have all rights to supervise the Project.

The County and its representatives and agents have the right to enter upon the Project sites and inspect the Project work from time to time during construction and after the completion of construction. The School Board will cause any vendor, contractor or sub-contractor to cooperate with the County and its representatives and agents during such inspections. No right of inspection or approval granted in this Section imposes upon the County any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by the County imposes upon the County any duty or obligation whatsoever to identify or correct any defects in Grady Brown or to notify any person with respect thereto. The County makes no warranties (either express or implied) as to the quality or fitness of any improvement, any such inspection and approval being solely for the County's benefit.

5. SCHOOL BOARD'S RIGHT TO ENFORCE CONTRACTS.

So long as the School Board is not in default of any of the provisions of this Agreement and the "Lease," as defined below, the School Board will have the right to enforce in its own name or in the County's name purchase orders or contracts entered in the County's name or the School Board's name for the Project, including the approval of any change orders to any contracts; provided however, that if the School Board is in default of any provisions of this Agreement or the Lease for a period of thirty days after being notified by the County of such default without cure, the County will have the right to terminate this Agreement and assume all the School Board's responsibilities for the Project.

Upon any such termination of this Agreement, the School Board will assign to the County any and all right, title and interest to any and all contracts relating to the Project, including but not limited to any architect agreements, any and all engineering agreements, any and all construction agreements, and any and all plans, specifications and other drawings or documents prepared or to be prepared for the Project.

The School Board agrees to reimburse the County for any and all costs, expenses, and damages incurred by the County in the assumption of the rights and responsibilities of the School Board due to such event of default without cure, and to indemnify and hold the County harmless for any and all claims for damages by others related to such event of default without cure. Any assignment by the County of any of its rights under the Financing Contract will not prevent the County from asserting such rights and powers in its own behalf.

The "Lease" is the Lease between the County and the School Board dated as of May 1, 2016, which provides for the School Board's continuing use of Grady Brown, both during the Project period and then continuing throughout the County's financing term.

6. DISBURSEMENTS FOR PROJECT COSTS.

The School Board will request funds from the County for the payment of Project Costs, and will provide the County with the necessary information supporting a requisition, such as an architect's payment certification. The County will have the right to obtain such additional evidence as it deems appropriate to determine the accuracy of the representations set forth in the form of requisition and the propriety of payment. The School Board will provide the County with such information as the County may reasonably request.

7. APPLICATION OF CASUALTY INSURANCE PROCEEDS.

Notwithstanding any provision of this Agreement, the County retains the sole power to control and direct the application and distribution of proceeds of casualty insurance applicable to Grady Brown.

8. RESERVATION OF RIGHTS.

This Agreement is not to be construed in any way as delegating or limiting the County's rights under the Financing Contract, except as expressly provided in this Agreement.

9. CONSIDERATION.

The County and the School Board are undertaking their mutual obligations under this Agreement in partial consideration for, and in partial fulfillment of, their agreement to carry out the Project.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties have caused this Project Completion and Agency Agreement to be executed in their corporate names by their duly authorized officers, all as of May 1, 2016.

**ORANGE COUNTY,
NORTH CAROLINA**

By: _____
Bonnie B. Hammersley
County Manager

**THE ORANGE COUNTY
BOARD OF EDUCATION**

By: _____
Todd Wirt
Superintendent

This instrument has been preaudited
in the manner required by The Local Government Budget and
Fiscal Control Act.

Gary Donaldson
Finance Officer
Orange County, North Carolina

[Project Completion and Agency Agreement dated as of May 1, 2016]

Attachment 6

Orange County, NC

2016 Installment Financing Contract - First Bank Proposal

Estimated Debt Service Schedule*

A	B	C	D	E	F	G	H	I	J
	Estimated Debt Service - Short Term Financing (7 Years)*			Estimated Debt Service - Long Term Financing (15 Years)*			Estimated Debt Service - Total Financing*		
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
1									
2 Fiscal Year									
3 2017	\$ 304,000	\$ 51,017	\$ 355,017	\$ 393,000	\$ 146,067	\$ 539,067	\$ 697,000	\$ 197,084	\$ 894,084
4 2018	310,000	45,333	355,333	393,000	139,791	532,791	703,000	185,124	888,124
5 2019	317,000	38,203	355,203	393,000	129,770	522,770	710,000	167,973	877,973
6 2020	324,000	30,912	354,912	392,000	119,748	511,748	716,000	150,660	866,660
7 2021	332,000	23,460	355,460	392,000	109,752	501,752	724,000	133,212	857,212
8 2022	340,000	15,824	355,824	392,000	99,756	491,756	732,000	115,580	847,580
9 2023	348,000	8,004	356,004	392,000	89,760	481,760	740,000	97,764	837,764
10 2024	-	-	-	391,000	79,764	470,764	391,000	79,764	470,764
11 2025	-	-	-	391,000	69,794	460,794	391,000	69,794	460,794
12 2026	-	-	-	391,000	59,823	450,823	391,000	59,823	450,823
13 2027	-	-	-	391,000	49,853	440,853	391,000	49,853	440,853
14 2028	-	-	-	391,000	39,882	430,882	391,000	39,882	430,882
15 2029	-	-	-	391,000	29,912	420,912	391,000	29,912	420,912
16 2030	-	-	-	391,000	19,941	410,941	391,000	19,941	410,941
17 2031	-	-	-	391,000	9,971	400,971	391,000	9,971	400,971
18 Total	\$ 2,275,000	\$ 212,753	\$ 2,487,753	\$ 5,875,000	\$ 1,193,582	\$ 7,068,582	\$ 8,150,000	\$ 1,406,335	\$ 9,556,335

* Preliminary and subject to change

Municipal Advisor Disclosure

The U.S. Securities and Exchange Commission (the “SEC”) has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC (“Davenport”) has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport. Version 1.13.14 CH | MB | TC

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

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

SUBJECT: Establishment of a Policy to Provide the Board of Equalization and Review
Guidance on the Imposition of Penalties

DEPARTMENT: Tax Administration

ATTACHMENT(S):

Draft Policy

INFORMATION CONTACT:

Dwane Brinson, Tax Administrator,
919-245-2726
John Roberts, County Attorney,
919-245-2318

PURPOSE: To consider adopting a policy to assist the Board of Equalization and Review in determining how and when to compromise tax penalties.

BACKGROUND: The Board of County Commissioners indicated the need to have a standardized policy for the compromise of tax penalties in Orange County in order to avoid any appearance of unfairness to Orange County taxpayers. Currently the Board of Equalization and Review has no guidance in this area. A standardized approach to the compromise of tax penalties will benefit both the Board of Equalization and Review and the taxpayers of Orange County.

FINANCIAL IMPACT: The approval of this item has no financial impact on the County. This is an administrative action only.

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

RECOMMENDATION(S): The Manager recommends the Board discuss and consider the policy in order to provide the Board of Equalization and Review with needed guidance for the imposition of tax penalties.

DRAFT

Section I:	Tax Administration
Policy 1.0:	
Reviewed by:	County Attorney/Tax Administrator
Approved by:	Board of County Commissioners
Original Effective Date:	April 19, 2016
Revisions:	

Policy Statement

It is the policy of Orange County to provide fair and equitable treatment to all residents of Orange County.

Purpose

To provide an administrative guide whereby the Board of Equalization and Review may fairly and equitably exercise compromise authority.

Applicability

Applies to all cases in which the Board of Equalization and Review may, subject to the provisions of NCGS 105-312(k), compromise the imposition of penalties.

Procedure

1.1 Circumstances in which the Board of Equalization and Review may compromise are set out in this section 1.1.

1.1.1 Economic Hardship. In situations in which the taxpayer has suffered economic hardship that has severely impacted the taxpayer's ability to pay including but not limited to; a sudden serious illness of the taxpayer or a member of the taxpayer's immediate family (parent, spouse, or child of the taxpayer), the death of the taxpayer or a member of the taxpayer's immediate family, a natural disaster such as a tornado, hurricane, fire, or accident that destroyed property and records.

1.1.2 Fairness. In situations in which the taxpayer's tax payment was delayed or late either entirely through the verifiable fault of a third party or in which a preponderance of the cause of delay rests with a third party and not with the taxpayer.

1.1.3 Inequality. In situations in which a taxpayer in a similar or like situation received a compromise and failure to compromise would result in a significantly unequal impact to the taxpayer.

1.1.4 Special Circumstances. Circumstances specific to the taxpayer that, when observed and considered by a reasonable and uninterested person, would appear to warrant a compromise of an otherwise appropriate penalty.

1.2 Exceptions shall be made in some situations as provided in this section.

1.2.1 Penalties that are assessed as a result of a delay in payment caused by unsuccessful strategies engaged by the taxpayer that intentionally seek to lower the valuation of taxpayer's property or direct the revenue outside Orange County may not be compromised.

1.3 The burden is on the taxpayer to demonstrate by competent evidence he or she meets the requirements for one or more of the reasons for compromise listed in section 1.1.

This policy may be reviewed annually and updated as needed by the Attorney's and Tax Administrator's Offices subject to approval by the Board of County Commissioners.

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

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

SUBJECT: Recommended Uses of General Fund Unassigned Fund Balance as of June 30, 2015

DEPARTMENT: Finance and Administrative
Services

ATTACHMENT(S):

1. BOCC Fund Balance Policy
2. Fund Balance Position - General Fund

INFORMATION CONTACT:

Bonnie Hammersley, 919-245-2300
Travis Myren, 919-245-2308
Gary Donaldson, 919-245-2453
Paul Laughton, 919-245-2152

PURPOSE: To appropriate the use of the General Fund unassigned Fund Balance in excess of the BOCC's fund balance policy.

BACKGROUND: On April 5, 2011 the BOCC adopted a fund balance policy that states:

The County will strive to maintain an unassigned fund balance in the General Fund of 17% percent of budgeted general fund operating expenditures each fiscal year. The amount of unassigned fund balance maintained during each fiscal year should not fall below 8% percent of budgeted general fund operating expenditures, as recommended by the North Carolina Local Government Commission.

As of June 30, 2015 the General Fund Available Fund Balance totaled \$53.7 million (Attachment 2). Of this amount, \$10.6 million was appropriated prior to the end of the fiscal year to balance the FY 2015-16 General Fund Operating Budget.

After the appropriation of the General Fund's fund balance available for appropriation, the General Fund unassigned fund balance as of June 30, 2015 is \$35.5 million, which represents 18.5% of the General Fund expenditures as of June 30, 2015. This amounts to unassigned fund balance of 1.5% in excess of the established fund balance policy of 17%. The excess 1.5% equates to \$2.8 million of Unassigned General Fund Balance available for appropriation.

Based on a review of Board goals and priorities and County needs, the Manager suggests the Board direct:

- \$1 million of the excess fund balance to fund Affordable Housing Projects; and
- \$1.8 million of the excess fund balance to fund priorities identified in the FY2016-17 budget.

The affordable housing appropriation could be used for several purposes. First, the County could acquire or begin the acquisition of affordable units that are financially distressed and in jeopardy of being removed from the existing stock of affordable units. The purchase of any property would be subject to final approval of the Board of Orange County Commissioners.

The Affordable Housing Strategic Plan also recommends additional investments in the urgent repair and housing rehabilitation programs. The Plan recommends an investment of \$200,000 to eliminate the waiting list for the urgent repair program and an additional \$200,000 to rehabilitate an additional seven homes. If the Plan is approved by the Board, the affordable housing appropriation would allow the County to immediately begin addressing these needs.

FINANCIAL IMPACT: The financial impact is the use of \$2.8 million of Unassigned General Fund Balance in excess of the established fund balance policy of 17%.

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

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

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

RECOMMENDATION(S): The Manager recommends that the Board approve the recommended uses of the \$2.8 million in excess of 17% General Fund unassigned fund balance policy for:

- \$1 million of the excess fund balance to fund Affordable Housing Projects; and
- \$1.8 million of the excess fund balance to be used to fund priorities identified in the FY2016-17 budget.

ORANGE COUNTY BOARD OF COMMISSIONERS FUND BALANCE MANAGEMENT POLICY

The Fund Balance Management Policy is intended to address the needs of Orange County (County), in the event of unanticipated and unavoidable occurrences which could adversely affect the financial condition of the County and thereby jeopardize the continuation of necessary public services. This policy will ensure the County maintains adequate fund balance and reserves in the County's **Governmental Funds** to provide the capacity to:

1. Provide sufficient cash flow for daily financial needs,
2. Secure and maintain investment grade bond ratings,
3. Offset significant economic downturns or revenue shortfalls, and
4. Provide funds for unforeseen expenditures related to emergencies.

Fund Balance for the County's **Governmental Funds** will be comprised of the following categories:

1. Nonspendable - amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.
2. Restricted – amounts externally imposed by creditors (debt covenants), grantors, contributors, laws, or regulations of other governments.
3. Committed – amounts used for a specific purpose pursuant to constraints imposed by formal action of the government's highest level of decision-making authority.
 - a. Amounts set aside based on self-imposed limitations established and set in place prior to year-end, but can be calculated after year end.
 - b. Limitation imposed at highest level and requires same action to remove or modify
 - c. Ordinances that lapse at year-end
4. Assigned - amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed.
5. Unassigned – amounts that are not reported in any other classification.

The General Fund will be the only fund that will have an unassigned fund balance. The Special Revenue Funds and Capital Project funds will consist of only nonspendable, restricted, committed and assigned categories of fund balance.

Unassigned Fund Balance – General Fund

Orange County has adopted a fiscal policy that provides for capital projects to be financed with debt and pay-as-you-go funding. In order to obtain the best possible financing, the County has adopted policies designed to maintain bond ratings at or better than AAA (Fitch), Aa2 (Moody's Investor Services) and AA+ (Standard & Poor's). Part of the County's fiscal health is maintaining a fund balance position that rating agencies feel is adequate to meet the County's needs and challenges.

Orange County has therefore adopted a policy that requires management to maintain an **unassigned balance** as follows:

1. ***The County will strive to maintain an unassigned fund balance in the General Fund of 17% percent of budgeted general fund operating expenditures each fiscal year. The amount of unassigned fund balance maintained during each fiscal year should not fall below 8% percent of budgeted general fund operating expenditures, as recommended by the North Carolina Local Government Commission.***
2. To the extent that the General Fund **unassigned** fund balance exceeds 17% percent, the balances may be utilized to fund capital expenditures or pay down outstanding County debt.
3. **The County's budget and revenue spending policy provides for programs with multiple revenue sources. The Financial Services Director will use resources in the following hierarchy: bond proceeds, Federal funds, State funds, local non-county funds, county funds. For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first, followed in-order by committed fund balance, assigned fund balance, and lastly, unassigned fund balance. The Financial Services Director has the authority to deviate from this policy if it is in the best interest of the County with Board of County Commissioner's approval.**
4. **Management is expected to manage the budget so that revenue shortfalls and expenditure increases do not impact the County's total unassigned fund balance. If a catastrophic economic event occurs that requires a 10% or more deviation from total budgeted revenues or expenditures, then unassigned fund balance can be reduced by action from the Board of County Commissioners; the Board also will adopt a plan of action to return spendable fund balance to the required level.**

Enterprise Funds - (Solid Waste, Efland Sewer, and the Orange County Sportsplex) – The County will strive to maintain unrestricted net assets greater than 8% of total operating revenues at fiscal year-end, net of any donated assets recognized, to provide reserves for operations and future capital improvements.

Restrictions, reservations, and designations of Net Assets for Enterprise Funds

For external reporting purposes, net assets will be reported as restricted or unrestricted in accordance with GAAP. For internal purposes, net assets will be reserved or designated as follows:

1. Encumbered balances to continue existing projects are designated.
2. Designations for funding of planned projects in a future period to reduce the financial demands placed upon a subsequent budget.

Internal Service Funds – Dental Insurance Fund - total net assets shall maintain a positive balance to illustrate the internal nature of recovery fees for services performed in self-insuring employees of the County. Additionally, the net assets of the fund will demonstrate adequate funding for incurred, but not reported claims.

Rescission

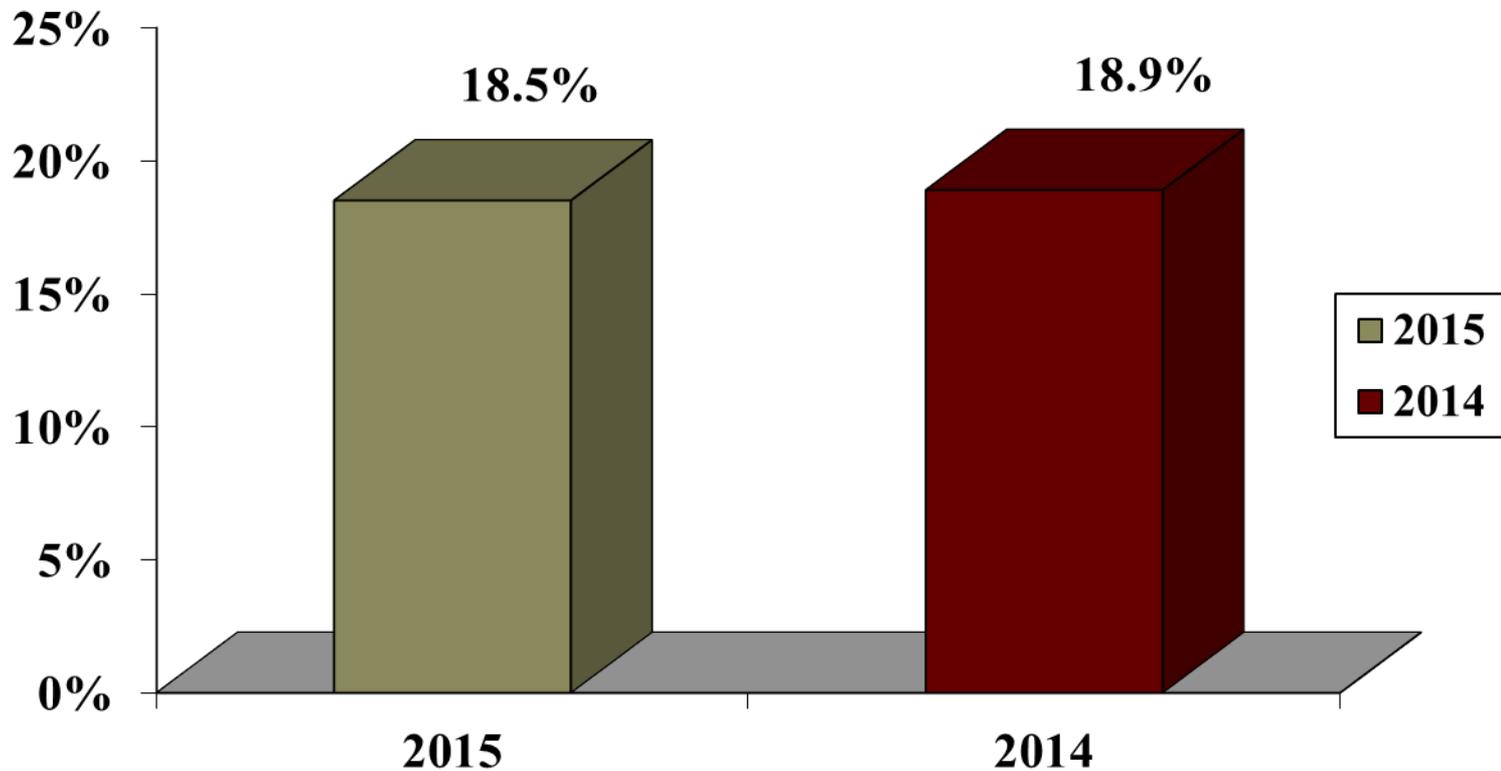
This policy supersedes any policy in place prior to this date.

April 5, 2011

Fund Balance Position-General Fund

	<u>2015</u>	<u>2014</u>
Total Fund Balance	\$ 65,019,581	\$ 62,114,947
Non spendable	(20,306)	(29,242)
Stabilization by State Statute	<u>(11,255,821)</u>	<u>(12,102,492)</u>
Available Fund Balance	53,743,454	49,983,213
Committed	(7,543,841)	(6,001,641)
Assigned	<u>(10,650,770)</u>	<u>(10,068,343)</u>
Unassigned	<u><u>\$ 35,548,843</u></u>	<u><u>\$ 33,913,229</u></u>

Unassigned Fund Balance as a Percent of Expenditures—General Fund



**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

Action Agenda
Item No. 11-a

SUBJECT: Animal Services Hearing Panel Pool – Appointments

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

Member Roster
Town of Carrboro Statement
Applicant Interest List
Applications for Persons on the Interest
List

INFORMATION CONTACT:

Clerk's Office, 919-245-2130

PURPOSE: To consider making appointments to the Animal Services Hearing Panel Pool.

BACKGROUND: The following information is for Board consideration:

NOTE - The following vacancies remain:

- *Position #1--- "At-Large Town of Carrboro" position----- expiring 03/31/2017. **This position was just created February 2016.**
- *Position #2--- "At-Large Town of Carrboro" position----- expiring 03/31/2018. **This position was just created February 2016.**
- *Position #3--- "At-Large Town of Chapel Hill" position----- expiring 03/31/2019. **This position was just created February 2016.**
- *Position #4--- "At-Large Town of Chapel Hill" position----- expiring 03/31/2017. **This position was just created February 2016.**
- *Position #5--- "At-Large Town of Hillsborough" position----- expiring 03/31/2018. **This position was just created February 2016.**
- *Position #6--- "At-Large Town of Hillsborough" position----- expiring 03/31/2019. **This position was just created February 2016.**
- *Position #7--- "At-Large Public Health Field" position----- expiring 03/31/2017. **This position was just created February 2016.**
- *Position #8--- "At-Large Public Health Field" position----- expiring 03/31/2018. **This position was just created February 2016.**
- *Position #9--- "At-Large" position----- expiring 03/31/2019. **This position was just created February 2016.**
- *Position #10--- "At-Large" position----- expiring 03/31/2017. **This position was just created February 2016.**
- *Position #15--- "Veterinarian" position----- expiring 03/31/2019. **This position was just created February 2016.**

FINANCIAL IMPACT: None

SOCIAL JUSTICE IMPACT: Enable Full Civic Participation. Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

RECOMMENDATION(S): The Manager recommends that the Board consider making appointments to fill vacant positions on the Animal Services Hearing Panel Pool.

Board and Commission Members

And Vacant Positions

Animal Services Hearing Panel Pool

Meeting Times: As Needed

Terms: 2

Contact Person: Bob Marotto

Meeting Place:

Positions: 18 Length: 3 years

Contact Phone: 919-968-2287

Description: To hear appeals from violations of the Orange County Code of Ordinances, Chapter 4 ("Animal Control Ordinance"), as provided in the Orange County Code of Ordinances, Section 4-53 Appeals. To hear appeals as prescribed by N.C. Gen. Stat. §67-4.1(c). To protect the health, safety and welfare of Orange County residents and the animals residing in Orange County. Conduct fair and impartial hearings of appeals of potentially dangerous dog declaration and any other appeals as may be required by the Animal Control Ordinance.

1	VACANT	Day Phone:	Sex:	First Appointed:
		Evening Phone:	Race:	Current Appointment:
		FAX:	Township:	Expiration: 03/31/2017
		E-mail:	Resid/Spec Req: Carrboro	Number of Terms:
			Special Repr: At-Large Town of Carrboro	
2	VACANT	Day Phone:	Sex:	First Appointed:
		Evening Phone:	Race:	Current Appointment:
		FAX:	Township:	Expiration: 03/31/2018
		E-mail:	Resid/Spec Req: Carrboro	Number of Terms:
			Special Repr: At-Large Town of Carrboro	
3	VACANT	Day Phone:	Sex:	First Appointed:
		Evening Phone:	Race:	Current Appointment:
		FAX:	Township:	Expiration: 03/31/2019
		E-mail:	Resid/Spec Req: Chapel Hill	Number of Terms:
			Special Repr: Town of Chapel Hill	
4	VACANT	Day Phone:	Sex:	First Appointed:
		Evening Phone:	Race:	Current Appointment:
		FAX:	Township:	Expiration: 03/31/2017
		E-mail:	Resid/Spec Req: Chapel Hill	Number of Terms:
			Special Repr: Town of Chapel Hill	
5	VACANT	Day Phone:	Sex:	First Appointed:
		Evening Phone:	Race:	Current Appointment:
		FAX:	Township:	Expiration: 03/31/2018
		E-mail:	Resid/Spec Req: Hillsborough	Number of Terms:
			Special Repr: Town of Hillsborough	

Board and Commission Members

And Vacant Positions

Animal Services Hearing Panel Pool

Meeting Times: As Needed

Terms: 2

Contact Person: Bob Marotto

Meeting Place:

Positions: 18 Length: 3 years

Contact Phone: 919-968-2287

Description: To hear appeals from violations of the Orange County Code of Ordinances, Chapter 4 ("Animal Control Ordinance"), as provided in the Orange County Code of Ordinances, Section 4-53 Appeals. To hear appeals as prescribed by N.C. Gen. Stat. §67-4.1(c). To protect the health, safety and welfare of Orange County residents and the animals residing in Orange County. Conduct fair and impartial hearings of appeals of potentially dangerous dog declaration and any other appeals as may be required by the Animal Control Ordinance.

6	VACANT	Day Phone:	Sex:	First Appointed:
		Evening Phone:	Race:	Current Appointment:
		FAX:	Township:	Expiration: 03/31/2019
		E-mail:	Resid/Spec Req: Hillsborough	Number of Terms:
			Special Repr: Town of Hillsborough	

7	VACANT	Day Phone:	Sex:	First Appointed:
		Evening Phone:	Race:	Current Appointment:
		FAX:	Township:	Expiration: 03/31/2017
		E-mail:	Resid/Spec Req: Orange County	Number of Terms:
			Special Repr: At-Large Public Health Field	

8	VACANT	Day Phone:	Sex:	First Appointed:
		Evening Phone:	Race:	Current Appointment:
		FAX:	Township:	Expiration: 03/31/2018
		E-mail:	Resid/Spec Req: Orange County	Number of Terms:
			Special Repr: At-Large Public Safety Field	

9	VACANT	Day Phone:	Sex:	First Appointed:
		Evening Phone:	Race:	Current Appointment:
		FAX:	Township:	Expiration: 03/31/2019
		E-mail:	Resid/Spec Req: Orange County	Number of Terms:
			Special Repr: At-Large	

10	VACANT	Day Phone:	Sex:	First Appointed:
		Evening Phone:	Race:	Current Appointment:
		FAX:	Township:	Expiration: 03/31/2017
		E-mail:	Resid/Spec Req: Orange County	Number of Terms:
			Special Repr: At-Large	

Board and Commission Members

And Vacant Positions

Animal Services Hearing Panel Pool

Meeting Times: As Needed

Terms: 2

Contact Person: Bob Marotto

Meeting Place:

Positions: 18 Length: 3 years

Contact Phone: 919-968-2287

Description: To hear appeals from violations of the Orange County Code of Ordinances, Chapter 4 ("Animal Control Ordinance"), as provided in the Orange County Code of Ordinances, Section 4-53 Appeals. To hear appeals as prescribed by N.C. Gen. Stat. §67-4.1(c). To protect the health, safety and welfare of Orange County residents and the animals residing in Orange County. Conduct fair and impartial hearings of appeals of potentially dangerous dog declaration and any other appeals as may be required by the Animal Control Ordinance.

11	Marcia Adams 2505 Hermitage Road Hillsborough NC 27278	Day Phone: 919-730-3938 Evening Phone: 919-730-3938 FAX: E-mail: boogeradams@gmail.com	Sex: Female Race: Caucasian Township: Hillsborough Resid/Spec Req: Orange County Special Repr: At-Large	First Appointed: 03/22/2016 Current Appointment: 03/22/2016 Expiration: 03/31/2018 Number of Terms: 1
12	Jean Austin 3519 Monadnock Ridge Efland NC 27243	Day Phone: 919-563-3291 Evening Phone: 919-563-3291 FAX: E-mail: blackfence@mindspring.com	Sex: Female Race: Caucasian Township: Cheeks Resid/Spec Req: Orange County Special Repr: At-Large Unincorporated County	First Appointed: 03/22/2016 Current Appointment: 03/22/2016 Expiration: 03/31/2019 Number of Terms: 1
13	Cathy Munnier 1623 St. Mary's Road Hillsborough NC 27278	Day Phone: 919-245-8736 Evening Phone: 919-245-8736 FAX: E-mail: harleyscat55@gmail.com	Sex: Female Race: Caucasian Township: Eno Resid/Spec Req: Orange County Special Repr: At-Large Unincorporated County	First Appointed: 03/22/2016 Current Appointment: 03/22/2016 Expiration: 03/31/2017 Number of Terms:
14	Brenda Baldwin Scott 6106 Bent Oak Dr Durham NC 27705	Day Phone: 919-3094647 Evening Phone: 9193094647 FAX: E-mail: Mysons27705@yahoo.com	Sex: Female Race: Caucasian Township: Eno Resid/Spec Req: Orange County Special Repr: At-Large Unincorporated County	First Appointed: 03/22/2016 Current Appointment: 03/22/2016 Expiration: 03/31/2018 Number of Terms: 1
15	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: Orange County Special Repr: Veterinarian	First Appointed: Current Appointment: Expiration: 03/31/2019 Number of Terms:

Board and Commission Members

And Vacant Positions

Animal Services Hearing Panel Pool

Meeting Times: As Needed

Terms: 2

Contact Person: Bob Marotto

Meeting Place:

Positions: 18 Length: 3 years

Contact Phone: 919-968-2287

Description: To hear appeals from violations of the Orange County Code of Ordinances, Chapter 4 ("Animal Control Ordinance"), as provided in the Orange County Code of Ordinances, Section 4-53 Appeals. To hear appeals as prescribed by N.C. Gen. Stat. §67-4.1(c). To protect the health, safety and welfare of Orange County residents and the animals residing in Orange County. Conduct fair and impartial hearings of appeals of potentially dangerous dog declaration and any other appeals as may be required by the Animal Control Ordinance.

16	Caroline Green 108 Oak Street Carrboro NC 27510	Day Phone: 919-414-1453 Evening Phone: 919-414-1453 FAX: E-mail: carolinekgreen@gmail.com	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: Orange County Special Repr: Animal Services Advisory Board Member	First Appointed: 03/22/2016 Current Appointment: 03/22/2016 Expiration: 03/31/2017 Number of Terms:
17	Dr. Beth Grooms 720 CD Farms Road Hillsborough NC 27278	Day Phone: 9192254883 Evening Phone: FAX: E-mail: river1@mindspring.com	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: Orange County Special Repr: Animal Services Advisory Board Member	First Appointed: 03/22/2016 Current Appointment: 03/22/2016 Expiration: 03/31/2018 Number of Terms: 1
18	Ms. Michelle Walker 106 Carol Street Carrboro NC 27510	Day Phone: 919-448-8029 Evening Phone: FAX: E-mail: michelle.merck.walker@gmail.com	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: Orange County Special Repr: Animal Services Advisory Board Member	First Appointed: 03/22/2016 Current Appointment: 03/22/2016 Expiration: 03/31/2019 Number of Terms: 1

Thom Freeman

From: Catherine Dorando <CDorando@townofcarrboro.org>
Sent: Thursday, March 24, 2016 10:32 AM
To: Thom Freeman
Subject: RE: Applicant for the Animal Services Hearing Panel Pool

Hi Thom,

Thanks very much.

You can place her in an at-large position or a Carrboro position. I don't think we will review the applicants for the Orange County Animal Services Hearing pool since none of the hearings will be related to incidents in Carrboro. We maintained our Animal Control Board for those instances.

Thanks,

Cathy

From: Thom Freeman [<mailto:tfreeman@orangecountync.gov>]
Sent: Thursday, March 24, 2016 10:05 AM
To: Catherine Dorando
Subject: Applicant for the Animal Services Hearing Panel Pool

Hi Cathy,

We have an application for the Animal Services Hearing Panel Pool who resides in the Carrboro Town Limits. I have attached her application for your review. Our question is, would you, if this looks like a good applicant to you, like to send her through the resolution process as one of the two Carrboro representatives, or we can place her in an "At-Large" position?

Thanks,

Thom

Thom Freeman

Assistant to the Clerk

Orange County Board of Commissioners

200 South Cameron Street

PO Box 8181

Hillsborough, NC 27278

919-245-2125

FAX – 919-644-0246

tfreeman@orangecountync.gov



Town of Carrboro, NC Website - <http://www.townofcarrboro.org> E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

Applicant Interest Listing

by Board Name and by Applicant Name

Animal Services Hearing Panel Pool

Contact Person: Bob Marotto

Contact Phone: 919-968-2287

Hannah Abernethy
180 BPW Club Road, Apartment S8
Carrboro NC 27510

Day Phone: 919-448-6580
Evening Phone: 919-448-6580
Cell Phone: 919-448-6580
E-mail: hannah@live.unc.edu

Sex: Female
Race: Caucasian
Township: Chapel Hill
Res. Eligibility: C.H. City Limits
Date Applied: 04/11/2016

Skills:

Also Serves On:

Bartholomew Barker
135 Thomas Burke Drive
Hillsborough NC 27278

Day Phone: 9192659488
Evening Phone: 9192659488
Cell Phone: 9192659488
E-mail: bart.barker@gmail.com

Sex: Male
Race: Caucasian
Township: Hillsborough
Res. Eligibility: Hillsborough ETJ
Date Applied: 04/10/2016

Skills:

Also Serves On:

Ms. Joyce Christine Preslar

9417 Bethel-Hickory Grove Ch Rd
Chapel Hill NC 27516

Day Phone: 919-967-0367
Evening Phone: 919-967-0367
Cell Phone: 919-932-0603
E-mail: joypreslar@gmail.com

Sex: Female
Race: Caucasian
Township: Bingham
Res. Eligibility: County
Date Applied: 03/28/2016

Skills: Arts

Also Serves On: Human Relations Commission

Skills: Public Health and Safety

Skills: Real Estate

Katie Rosier

403 Hillsborough Rd
Carrboro NC 27510-1337

Day Phone: 4802008805
Evening Phone: 4802008805
Cell Phone: 4802008805
E-mail: katie.rosier@gmail.com

Sex: Female
Race: Caucasian
Township: Chapel Hill
Res. Eligibility: Carrboro City Limits
Date Applied: 03/19/2016

Skills:

Also Serves On:

Edmund Tiryakian

2908 Ericka Drive
Hillsborough NC 27278

Day Phone: 9194529092
Evening Phone: 9194529041
Cell Phone: 9194529092
E-mail: scotus27@gmail.com

Sex: Male
Race: Caucasian
Township: Little River
Res. Eligibility: County
Date Applied: 03/29/2016

Skills:

Also Serves On:

Volunteer Application Orange County Advisory Boards and Commissions

Name: Hannah Abernethy
Name Called:
Home Address: 180 BPW Club Road, Apartment S8
 Carrboro NC 27510
Phone (Day): 919-448-6580
Phone (Evening): 919-448-6580
Phone (Cell): 919-448-6580
Email: hannaha@live.unc.edu
Place of Employment: Student at UNC Law
Job Title: Student at UNC Law
Year of OC Residence: 2008
Township of Residence: Chapel Hill
Zone of Residence: C.H. City Limits
Sex: Female
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

Student at UNC Law, President of the Student Animal Legal Defense Fund, Volunteer with Independent Animal Rescue

Past Service on Orange County Advisory Boards:

none

Boards/Commissions applied for:

Animal Services Hearing Panel Pool

Background, education and experience relevant to this board:

I have a strong commitment to animal welfare, a legal education, and almost 7 years of experience living in Orange County and working in the community, including with the Chapel Hill-Carrboro School System and Orange County Communities in Schools.

Reasons for wanting to serve on this board:

I think this would be a unique opportunity to participate in and gain experience with judicial-type settings, to help and advocate for animals, and to engage further with the community I live in and hope to continue to live in following graduation.

Conflict of Interest:

Supplemental Questions:

Other Comments:

Volunteer Application Orange County Advisory Boards and Commissions

Name: Bartholomew Barker
Name Called:
Home Address: 135 Thomas Burke Drive
 Hillsborough NC 27278
Phone (Day): 9192659488
Phone (Evening): 9192659488
Phone (Cell): 9192659488
Email: bart.barker@gmail.com
Place of Employment: Sports Endeavors, Inc.
Job Title: Programmer
Year of OC Residence: 2007
Township of Residence: Hillsborough
Zone of Residence: Hillsborough ETJ
Sex: Male
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

Living Poetry, co-organizer

Past Service on Orange County Advisory Boards:

none

Boards/Commissions applied for:

Animal Services Hearing Panel Pool

Background, education and experience relevant to this board:

Involved in dog rescue from 2000-2009.

Reasons for wanting to serve on this board:

I want to help improve the lives of all animals in the county, including humans.

Conflict of Interest:

Arts Commission

Background, education and experience relevant to this board:

Since 2010, I've been a co-organizer of Living Poetry, the Triangle's largest collection of poets and poetry readers. I run monthly workshops and host the occasional open mic.

Reasons for wanting to serve on this board:

To help promote poetry.

Conflict of Interest:

I'm an active poet, looking to promote and sell my own work too.

Supplemental Questions:

Other Comments:

This application was current on: 4/10/2016 12:34:16 PM

Date Printed: 4/12/2016

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): 919-932-0603
Phone (Evening):
Phone (Cell):
Email: Presley_Joy@yahoo.com
Place of Employment: CH/Carrboro City Schools
Job Title: Substitute Teacher
Year of OC Residence:
Township of Residence: Bingham
Zone of Residence: County
Sex: Female
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

Human Relations Commission, Orange County, NC

Past Service on Orange County Advisory Boards:

Owasa Advisory Board Orange County (past) Human Relations Commission (current)

Boards/Commissions applied for:

Animal Services Hearing Panel Pool

Background, education and experience relevant to this board:

Past experience on Orange County advisory boards and commissions; employment at UNC Hospitals over a decade, including ER and OR; Security Guard at UNC-CH over 5 years; life-long love and animals and concern for their welfare; OCRCC volunteer, Child Advocate, and Community Educator over 5 years.

Reasons for wanting to serve on this board:

Animals cannot speak for themselves, and, like children, need advocates who can.

Conflict of Interest:

Supplemental Questions:

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. UPDATED APPLICATION TO REMAIN ON HISTORIC PRESERVATION COMMISSION ON 09/13/2013. ADDRESS VERIFICATION: 9417 Bethel-Hickory Grove Ch Rd is Bingham Township, OCPL jurisdiction.

This application was current on: 9/13/2013

Date Printed: 3/28/2016

Volunteer Application Orange County Advisory Boards and Commissions

Name: Katie Rosier
Name Called:
Home Address: 403 Hillsborough Rd
 Carrboro NC 27510-1337
Phone (Day): 4802008805
Phone (Evening): 4802008805
Phone (Cell): 4802008805
Email: katie.rosier@gmail.com
Place of Employment: NC State University
Job Title: Full-Time Student
Year of OC Residence: 2014
Township of Residence: Chapel Hill
Zone of Residence: Carrboro City Limits
Sex: Female
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

Current Member of the Parks and Recreation Commission for the Town of Carrboro.

Former volunteer for the Maricopa County Animal Control Office in Arizona.

Full-Time MBA candidate at NC State University

Past Service on Orange County Advisory Boards:

No OC boards, only the Carrboro board previously mentioned

Boards/Commissions applied for:

Animal Services Hearing Panel Pool

Background, education and experience relevant to this board:

former volunteer, Maricopa County Animal Control, Arizona

Reasons for wanting to serve on this board:

To offer an unbiased opinion on individual cases, breed not being a deciding factor.

Conflict of Interest:

Animal Services Advisory Board

Background, education and experience relevant to this board:

former volunteer, Maricopa County Animal Control, Arizona

Reasons for wanting to serve on this board:

to offer thoughtful insight to programs that will be positive to Orange County pets and their owners, as well as others in the community.

Conflict of Interest:

Alcoholic Beverage Control Board**Background, education and experience relevant to this board:**

Former employee of gaming, tavern, and sports bar enterprises. 20 years of food and beverage experience

Bachelor s Degree in Hotel and Restaurant Management

Reasons for wanting to serve on this board:

To offer an industry insight to recommendations brought forth by the board.

Conflict of Interest:**Supplemental Questions:****Alcoholic Beverage Control Board****Please list/explain your experience, either professionally and/or from other boards/commissions that you have in the areas of budget, personnel, and management.**

Responsible for \$5.5m food and beverage budgets in the past. In control of food and beverage costs for several years. Responsible for creating budgets for several former employers.

As a former chairperson of the Human Services Advisory Board in Mesa, AZ, we were responsible for designing a budget for public services sourced from local, state, and federal grants.

In addition to the experience listed in the question above, please list the work/volunteer experience/qualifications that would add to your expertise for this board.

Currently an MBA candidate at NC State; concentrating in Supply Chain Management and Finance

What do you see as the responsibilities of this board, and what do you hope to accomplish if appointed?

To offer an unbiased and fair set of recommendations to the county and state, which clearly define the rules and regulations that are a representation of the public and the establishments in which these regulations are designed to use as a guide on how to conduct business professionally and responsibly.

Other Comments:

This application was current on: 3/19/2016 12:26:00 PM

Date Printed: 3/22/2016

Volunteer Application Orange County Advisory Boards and Commissions

Name: Edmund Tiryakian
Name Called:
Home Address: 2908 Ericka Drive
 Hillsborough NC 27278
Phone (Day): 9194529092
Phone (Evening): 9194529041
Phone (Cell): 9194529092
Email: scotus27@gmail.com
Place of Employment: Retired
Job Title: Retired
Year of OC Residence: 2008
Township of Residence: Little River
Zone of Residence:
Sex: Male
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:
 Chairman, Caldwell Precinct, Orange County Democrats

Past Service on Orange County Advisory Boards:
 None

Boards/Commissions applied for:

Animal Services Advisory Board

Background, education and experience relevant to this board:

I am a pet-owner, a property owner, a trained lawyer and ex-banker. I have had extensive professional experience in dispute resolution

Reasons for wanting to serve on this board:

I believe in fair and humane treatment of animals and believe in the mission of Animal Services.

Conflict of Interest:

Animal Services Hearing Panel Pool

Background, education and experience relevant to this board:

I am a trained lawyer, a dog owner, and a property owner. I know well the types of situations where conflicts over allegedly dangerous dogs and other nuisance pets often arise.

Reasons for wanting to serve on this board:

I wish to serve as a fair and impartial panelist to hear allegations of dangerous pets and to give both sides a fair hearing.

Conflict of Interest:

Supplemental Questions:

Other Comments:

This application was current on: 3/29/2016 9:12:18 AM

Date Printed: 3/29/2016

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

**Action Agenda
Item No.** 11-b

SUBJECT: Economic Development Advisory Board – Appointment

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

Member Roster
Recommendation
Application for Person Recommended
Applicant Interest List
Applications for Persons on the Interest
List

INFORMATION CONTACT:

Clerk's Office, 919-245-2130

PURPOSE: To consider making an appointment to the Economic Development Advisory Board.

BACKGROUND: The following information is for Board consideration:

- Appointment to a first full term (Position #8) "Core Business Community" for John Anderson expiring 06/30/2018.

POSITION NO.	NAME	SPECIAL REPRESENTATIVE	EXPIRATION DATE
8	John Anderson	Core Business Community	06/30/2018

NOTE - If the individuals listed above are appointed, the following vacancies remain:

- None.

FINANCIAL IMPACT: None

SOCIAL JUSTICE IMPACT: Enable Full Civic Participation. Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

RECOMMENDATION(S): The Manager recommends that the Board consider making an appointment to the Economic Development Advisory Board.

Board and Commission Members

And Vacant Positions

Economic Development Advisory Board (REQUIRES DISCLOSURE STATEMENT)

Meeting Times: 8:00 am second Monday every other month

Terms: 2

Contact Person: Steve Brantley

Meeting Place: Rotating

Positions: 10

Length: 3 years

Contact Phone: 919-245-2325

Description: Work cohesively with the County's Economic Development staff and other economic development partners to position Orange County as a competitive location for business opportunities.

1	Ms. Delores Bailey 109 N Graham Street Chapel Hill NC 27516	Day Phone: 919-967-8779 Evening Phone: 919-357-2700 FAX: 919-967-0710 E-mail: dbailey@empowerment-inc.org	Sex: Female Race: African American Township: Chapel Hill Resid/Spec Req: Special Repr: Non-Profit Agency	First Appointed: 05/15/2012 Current Appointment: 09/16/2014 Expiration: 06/30/2017 Number of Terms: 1
2	Mr. Nitin Khanna One Europa Drive Chapel Hill NC 27517	Day Phone: 919-968-4900 Evening Phone: 919-697-1715 FAX: E-mail: nkhanna@sheratonchapelhill.com	Sex: Male Race: Asian American Township: Chapel Hill Resid/Spec Req: Special Repr: Tourism	First Appointed: 10/20/2015 Current Appointment: 10/20/2015 Expiration: 06/30/2018 Number of Terms: 1
3	Mr. Jim Kitchen 133 1/2 East Franklin Street Chapel Hill NC 27514	Day Phone: 919-801-5230 Evening Phone: FAX: E-mail: jim@jimkitchen.org	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: Special Repr: UNC at Chapel Hill	First Appointed: 05/15/2012 Current Appointment: 05/21/2013 Expiration: 06/30/2016 Number of Terms: 1
4	Mr. Nicholas Thomas 455 Melanie Court Chapel Hill NC 27514	Day Phone: 919-593-2516 Evening Phone: FAX: E-mail: nthomas@filmlab.tv	Sex: Male Race: African American Township: Chapel Hill Resid/Spec Req: Special Repr: Entrepreneur	First Appointed: 06/19/2012 Current Appointment: 09/16/2014 Expiration: 06/30/2017 Number of Terms: 1
5	Mr. James Watts 4321 Hope Valley Dr. Hillsborough NC 27278	Day Phone: 919-265-8480 Evening Phone: 919-672-5838 FAX: E-mail: james@weaverstreetmarket.coop	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: Special Repr: Agriculture	First Appointed: 10/20/2015 Current Appointment: 10/20/2015 Expiration: 06/30/2018 Number of Terms: 1

Board and Commission Members

And Vacant Positions

Economic Development Advisory Board (REQUIRES DISCLOSURE STATEMENT)

Meeting Times: 8:00 am second Monday every other month

Terms: 2

Contact Person: Steve Brantley

Meeting Place: Rotating

Positions: 10 Length: 3 years

Contact Phone: 919-245-2325

Description: Work cohesively with the County's Economic Development staff and other economic development partners to position Orange County as a competitive location for business opportunities.

6	Mrs. Paige Zinn 306 Rossburn Way Chapel Hill NC 27516	Day Phone: 919-929-0225 Evening Phone: 919-932-4802 FAX: 919-968-8278 E-mail: pzinn@jenningsco.com	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: Special Repr: Core Business Community	First Appointed: 01/22/2015 Current Appointment: 01/22/2015 Expiration: 06/30/2017 Number of Terms: 1
7	Mr. Donald Bryan Jr. Chair 400 Market Street Suite 115 Chapel Hill NC 27516	Day Phone: 919-880-1478 Evening Phone: 919-880-1478 FAX: 919-869-2702 E-mail: drb@bpropnc.com	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: Special Repr: Core Business Community	First Appointed: 06/19/2012 Current Appointment: 09/16/2014 Expiration: 06/30/2017 Number of Terms: 1
8	VACANT	Day Phone: Evening Phone: FAX: E-mail:	Sex: Race: Township: Resid/Spec Req: Special Repr: Core Business Community	First Appointed: Current Appointment: Expiration: 06/30/2018 Number of Terms:
9	Mr. Ronald Keizer 9602 Gallop Lane Bahama NC 27503	Day Phone: 919-732-6956 Evening Phone: 919-471-6743 FAX: E-mail: ronaldkeizer@usadutchinc.com	Sex: Male Race: Caucasian Township: Cedar Grove Resid/Spec Req: Special Repr: Core Business Community	First Appointed: 05/20/2014 Current Appointment: 05/20/2014 Expiration: 06/30/2016 Number of Terms: 1
10	Mr. Mark N. O'Neal Secretary 3004 Stepping Stone Lane Durham NC 27705	Day Phone: 919-493-0395 Evening Phone: 919-815-8303 FAX: 919-493-1523 E-mail: marko@pickett-sprouse.com	Sex: Male Race: Caucasian Township: Eno Resid/Spec Req: Special Repr: Core Business Community	First Appointed: 05/15/2012 Current Appointment: 10/20/2015 Expiration: 06/30/2018 Number of Terms: 2

Thom Freeman

From: Steve Brantley
Sent: Tuesday, April 12, 2016 12:06 PM
To: Donna Baker; Thom Freeman
Cc: Travis Myren; Tina Love; 'D. R. Bryan (drb@bpropnc.com)'
Subject: nomination of John Anderson (Wells Fargo banker in Chapel Hill) to fill a vacancy in the Orange County Economic Development Advisory Board

The Orange County Economic Development advisory board has one new vacancy (in the board's Core Business Sector specialty membership group) due to the recent resignation of board member Ms. Lori Eichel. She has recently submitted her written letter of resignation from our advisory board.

The remaining 9 members of the advisory board have now reviewed the list of advisory board applicants on file with the County, and have voted to nominate applicant John Anderson as their preferred recommendation to file the current vacancy. As a result, I am requesting that John Anderson's name be submitted to the BOCC for consideration and approval to fill the 10th position with Orange County Economic Development's advisory board.

Regards,

Steve Brantley
 Director, Orange County Economic Development

From: Steve Brantley
Sent: Monday, April 11, 2016 6:43 PM
To: 'D. R. Bryan (drb@bpropnc.com)'; Paige Zinn; nkhanna@sheratonchapelhill.com; James Watts (james.w@weaverstreetmarket.coop); 'Ronald Keizer'; 'delores.bailey@gmail.com'; 'nicholas.a.thomas.250@gmail.com'; 'marko@pickett-sprouse.com'; 'Jim Kitchen'
Cc: Tina Love; Thom Freeman; Yvonne Scarlett; Mike Ortosky; agarner@orangecountync.gov
Subject: nomination of John Anderson (Wells Fargo banker in Chapel Hill) to fill a vacancy in the Orange County Economic Development Advisory Board

As you recall, Lori Eichel recently decided to terminate her appointment to the Orange County Economic Development Advisory Board. (However, she still wants to serve on our office's Small Business Loan Program, even though her position on that loan committee is technically assigned as a representative from the Economic Development Advisory Board).

We discussed in today's meeting with Deputy County Manager Travis Myren the suggestion to go ahead and seek candidates to fill our vacancy, and to ask John Anderson if he remains interested in serving. John is a native Chapel Hill son and his father was a UNC professor. John is a senior executive in Orange County with Wells Fargo Bank. He has had an active County advisory board application on file for several years, and remains interested in serving. I called him today to confirm his sincere interest.

Please review John's candidacy, along with any other recommended candidates to fill our advisory board's "Core Business Sector" vacancy. Let me know your eventual determination if you want John Anderson's name to be presented to the County Commissioner's office for their review and possible appointment later this year. Best regards.

Applicant Name	John Anderson
-----------------------	---------------

Address 113 Hogan Woods Circle
Chapel Hill, NC 27516

Day Phone: 919-918-4832

Evening Phone: 919-918-4851

E-mail: john.anderson@wellsfargo.com

Sex: Male **Township:** Chapel Hill

Race: Caucasian **Zone of Residence:** N/A

Employer: Wells Fargo Bank, N.A.

Job Title: Sr. VP/Chapel Hill Market President

Relevant background, education and experience:

Reasons for wanting to serve on this board:

Personal or business interest(s) that could create a conflict of interest: None

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: 28 years in commercial Banking; 1982-1985; The chase Manhattan Bank (1985-1987 UVA Darden School, MBA degree); 1987-199, Bankers Trust Co.; 1989-1994, Signet Bank; 1995-Present, First Union National Bank - Wachovia Bank - Wells Fargo Bank.

Volunteer Experience: Junior Achievement Instructor; boy Scouts of America fundraising; Orange County American Red Cross Board; Chapel Hill-Carrboro Public School Foundation Board; Project Graduation Board; Chapel Hill-Carrboro Chamber of Commerce Board (current); University Presbyterian Church, Member of Session (current).

Education: Chapel Hill-Carrboro public schools; Durham Academy, 1978; Williams College, 1982; University of Virginia, Darden school, MBA, 1987.

Remarks: My family moved to Chapel Hill in 1971. My father was a long-time professor in the UNC School of Public Health. My wife's family moved to Chapel Hill in 1979. Our two sons graduated from Chapel Hill High School. As a member of the business community and as a property owner paying taxes, I am interested in growing our commercial tax base and lessening the burden on homeowners. **STAFF COMMENTS:** Originally (05/04/2012) applied for Economic Development Advisory Board.

Date Applied: 2/25/2014

Steve Brantley
Director
Orange County Economic Development
131 W. Margaret Lane, Suite 205
Hillsborough, NC 27278
Office Tel # (919) 245-2326
sbrantley@orangecountync.gov



www.growinorangenc.com

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. John Anderson
Name Called:
Home Address: 113 Hogan Woods Circle
 Chapel Hill NC 27516
Phone (Day): 919-918-4832
Phone (Evening): 919-918-4851
Phone (Cell):
Email: john.anderson@wellsfargo.com
Place of Employment: Wells Fargo Bank, N.A.
Job Title: Sr. VP/Chapel Hill Market President
Year of OC Residence: 2001
Township of Residence: Chapel Hill
Zone of Residence: N/A
Sex: Male
Ethnic Background: Caucasian

Boards/Commissions applied for:

Economic Development Advisory Board (REQUIRES DISCLOSURE ST

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Work Experience: 28 years in commercial Banking; 1982-1985; The chase Manhattan Bank (1985-1987 UVA Darden School, MBA degree); 1987-199, Bankers Trust Co.; 1989-1994, Signet Bank; 1995-Present, First Union National Bank - Wachovia Bank - Wells Fargo Bank.

Volunteer Experience: Junion Achievement Instructor; boy Scouts of America fundraising; Orange County American Red Cross Board; Chapel Hill-Carrboro Public School Foundation Board; Project Graduation Board; Chapel Hill-Carrboro Chamber of Commerce Board (current); University Presbyterian Church, Member of Session (current).

Education: Chapel Hill-Carrboro public schools; Durham Academy, 1978; Williams College, 1982; University of Virginia, Darden school, MBA, 1987.

Other Comments:

My family moved to Chapel Hill in 1971. My father was a long-time professor in the UNC School of Public Health. My wife's family moved to Chapel Hill in 1979. Our two sons graduated from Chapel Hill High School. As a member of the business community and as a property owner paying taxes, I am interested in growing our commercial tax base and lessening the burden on homeowners. STAFF COMMENTS: Orignally (05/04/2012) applied for Economic Development Advisory Boad.

This application was current on: 5/2/2012

Date Printed: 8/2/2013

Applicant Interest Listing

by Board Name and by Applicant Name

Economic Development Advisory Board (REQUIRES

 Contact Person: Steve Brantley
 Contact Phone: 919-245-2325

Mr. John Anderson 113 Hogan Woods Circle Chapel Hill NC 27516 Skills: Skills: Banking	Day Phone: 919-918-4832 Evening Phone: 919-918-4851 Cell Phone: E-mail: john.anderson@wellsfargo.com Also Serves On: Also Serves On:	Sex: Male Race: Caucasian Township: Chapel Hill Res. Eligibility: N/A Date Applied: 02/25/2014
MR. DUANE AARON BUTNER 331 BOTAN WAY HILLSBOROUGH NC 27278 Skills:	Day Phone: 8643610893 Evening Phone: 8643610893 Cell Phone: 8643610893 E-mail: aaronbutner@gmail.com Also Serves On:	Sex: Male Race: Caucasian Township: Hillsborough Res. Eligibility: Hillsborough Twnshp - Date Applied: 10/07/2015
Mr. Keith Coleman 1624 Riverside Drive Dr. Hillsborough NC 27278 Skills:	Day Phone: 9197322171 Evening Phone: 9192181853 Cell Phone: 9192181853 E-mail: coleman.rk@gmail.com Also Serves On:	Sex: Male Race: Caucasian Township: Hillsborough Res. Eligibility: County Date Applied: 10/24/2014
Susie Enoch 4002 McGowan Creek Road Efland NC 27243 Skills: Human Resources Director Skills: Human Resources Manager Skills: Pastoral Services	Day Phone: 336-260-7694 Evening Phone: 336-260-7694 Cell Phone: E-mail: enochts@aol.com Also Serves On: Human Relations Commission	Sex: Female Race: Other Township: Cheeks Res. Eligibility: County Date Applied: 03/24/2016
Mr. David Gephart 1401 Poplar Lane Hillsborough NC 27278 Skills: Sales Management	Day Phone: 919-732-6464 Evening Phone: 919-732-9886 Cell Phone: 919-656-7104 E-mail: dave@gephartmarketing.com Also Serves On:	Sex: Male Race: Caucasian Township: Eno Res. Eligibility: County Date Applied: 09/30/2014

Applicant Interest Listing

by Board Name and by Applicant Name

Economic Development Advisory Board (REQUIRES

Contact Person: Steve Brantley

Contact Phone: 919-245-2325

Blaine William Schmidt

409 Perry Creek Drive
Chapel Hill NC 27514

Day Phone: 919-448-8066

Evening Phone: 919-448-8066

Cell Phone: 704-425-8225

E-mail: ocncdbrd@extemporaneous.org

Sex: Male

Race: Caucasian

Township: Chapel Hill

Res. Eligibility: Chapel Hill Township

Date Applied: 04/02/2015

Skills:

Also Serves On: Board of Equalization and Review (REQUIRES DISCL

Mr Henry Sims

5531 Ponderosa Dr
Durham NC 27705

Day Phone: 9197901900

Evening Phone: 8285080163

Cell Phone: 8285080163

E-mail: henrysims@hotmail.com

Sex: Male

Race: Caucasian

Township: Eno

Res. Eligibility: County

Date Applied: 06/05/2015

Skills:

Also Serves On:

Michelle Tartalio

2007 Whitmore Circle
Chapel Hill NC 27516

Day Phone: 9194844918

Evening Phone: 9198697210

Cell Phone: 9179523826

E-mail: mtartalio@enlightresearch.com

Sex: Female

Race: Caucasian

Township: Chapel Hill

Res. Eligibility: Carrboro City Limits

Date Applied: 11/12/2014

Skills:

Also Serves On:

Volunteer Application Orange County Advisory Boards and Commissions

Name: MR. DUANE AARON BUTNER
Name Called:
Home Address: 331 BOTAN WAY
 HILLSBOROUGH NC 27278
Phone (Day): 8643610893
Phone (Evening): 8643610893
Phone (Cell): 8643610893
Email: aaronbutner@gmail.com
Place of Employment: BB&T - Chapel Hill
Job Title: Vice President - Small Business Market Leader
Year of OC Residence: 2015
Township of Residence: Hillsborough
Zone of Residence:
Sex: Male
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

APPLICATION FOR ECONOMIC DEVELOPMENT ADVISORY BOARD

- * CURRENTLY SERVING 4 YEAR TERM ON HILLSBOROUGH WATER & SEWER ADVISORY BOARD.
- * INVOLVED WITH CHAPEL HILL CHAMBER AND WORK WITH THE ECONOMIC DEVELOPMENT & PUBLIC POLICY COMMITTEE
- * VICE PRESIDENT AT BB&T - CHAPEL HILL
- * BB&T UNITED WAY LEADER FOR ORANGE COUNTY
- * ORIGINALLY FROM HILLSBOROUGH, NC

Past Service on Orange County Advisory Boards:

NONE

Boards/Commissions applied for:

Economic Development Advisory Board (REQUIRES DISCLOSURE STATEMENT)

Background, education and experience relevant to this board:

I am originally from Hillsborough and absolutely love Orange County. I have built a new home in Hillsborough and plan on living here for the rest of my life. I have worked for BB&T since 2001 and have many years of experience dealing with economic development; currently I am the Small Business Market Leader in Chapel Hill. I have studied abroad, living in Arequipa, Peru while also having the opportunity to travel into other parts of South America and the United Kingdom. While my bachelor's degree is in Theology and my Master's degree is in Counseling, I feel this helps me serve my clients and prospects by bringing honest and compassionate insight to what they face on a day to day basis.

I have experience in small business lending, winning BB&T's Sterling Award as the Best of the

Best. I understand what business owner s face, both from an existing operation to brand new start ups. I manage a team of sales people, so I understand what type of leadership is needed to help motivate a team to achieve goals. With all of that under my belt, along with having lived in different cultures abroad, I am confident I can be of great assistance to the future growth that is coming to Orange County!

Reasons for wanting to serve on this board:

I want to serve on the Economic Development Advisory Board because Orange County is my home and where I do business. My wife, daughter and I are dependent upon the future business development and economic growth of Orange County. My passion is to watch the economy grow in Orange County by helping bring fresh and innovative ideas to see how we can help small businesses thrive.

Conflict of Interest:

Supplemental Questions:

Other Comments:

This application was current on: 10/7/2015 2:55:37 PM

Date Printed: 10/12/2015

Volunteer Application Orange County Advisory Boards and Commissions

Name: Keith Coleman
Name Called:
Home Address: 1624 Riverside Drive Dr.
 Hillsborough NC 27278
Phone (Day): 9197322171
Phone (Evening): 9192181853
Phone (Cell): 9192181853
Email: coleman.rk@gmail.com
Place of Employment: The News of Orange County
Job Title: General Manager
Year of OC Residence: 1953
Township of Residence: Hillsborough
Zone of Residence:
Sex: Male
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

Board of Directors- Hillsborough Chamber of Commerce
 Board Member- Town of Hillsborough Tourism Board
 Member Union Grove United Methodist Church
 Board of Directors of North Carolina Press Assoc.

Past Service on Orange County Advisory Boards:

Formerly served on the Hillsborough Board of Adjustment
 Formerly served on the Economic Development Advisory Board

Boards/Commissions applied for:

Economic Development Advisory Board (REQUIRES DISCLOSURE STATEMENT)

Background, education and experience relevant to this board:

I believe that my number of years living in this community and the fact that I served on the board previously would make me a good member of this board.

Reasons for wanting to serve on this board:

I love Orange County and I would like to be a part of bringing quality businesses to our community.

Conflict of Interest:

Supplemental Questions:

Other Comments:

Volunteer Application Orange County Advisory Boards and Commissions

Name: 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: Contractural Services
Job Title:
Year of OC Residence: 2009
Township of Residence: Cheeks
Zone of Residence: County
Sex: Female
Ethnic Background: Other

Community Activities/Organizational Memberships:

Contracted Qualified Professional @ Ethel's Footprints, - Burlington, NC (Feb 2014-Present)- provide counseling services in facility and at consumer's homes. Works independently to provide clinical interventions based on best practice counseling models and techniques to work effectively with children and families. Duties include but are not limited to: conducting clinical assessments, developing treatment plans with client and family participation, providing individual, family, and group therapeutic sessions, and providing on-call crisis intervention services.

Contracted Authorization Professional @ Just In Time Youth Services, -Burlington, NC (Nov 2113-Present) -Provide documentation to MCO's for managed specialized care (inpatient, outpatient, ancillary services for consumers. Ensuring that all initial and reauthorizations for services occur in a timely fashion.

Past Service on Orange County Advisory Boards:

Boards/Commissions applied for:

Durham Technical Community College Board of Trustees

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

Board of Social Services**Background, education and experience relevant to this board:****Reasons for wanting to serve on this board:****Conflict of Interest:****Economic Development Advisory Board (REQUIRES DISCLOSURE STATEMENT)****Background, education and experience relevant to this board:****Reasons for wanting to serve on this board:****Conflict of Interest:****Historic Preservation Commission (APPLICANTS SHALL RESIDE WITHIN THE TERRITORIAL****Background, education and experience relevant to this board:****Reasons for wanting to serve on this board:****Conflict of Interest:****Supplemental Questions:****Durham Technical Community College Board of Trustees****What improvements do you believe can be made so that DTCC better serves the residents of Orange County?**

Durham Technical Community College is a vital source of education to many individuals seeking to improve their lifestyles, as well as their economic status within Orange County. Due to the population growth we are seeing in this area; it is imperative DTCC be on the forefront to provide the necessary tools for our residents to be competitive in the 21st century job market.

One of the major improvements DTCC can implement now and in the future is a science and mathematics program. Because we live in the shadow of the UNC Hospital, there is a high demand in the field of clinical research, medical, scientific and mathematical engineering. If we continue to grow both economically and socially in this area, and attract new businesses that highlight these particular career, we must be able to readily produce the individuals who can meet the demand, rather than recruit others from around the world to fulfill these perspective positions.

Orange County residents deserve the opportunity to take advantage of the high income jobs offered in their area. DTCC can provide the residents here that opportunity through the benefits of a quality education. DTCC needs to improve its recruitment process by aggressively offering courses that target our area and its' desire and need to be relevant. With DTCC's commitment to Orange County residents, we can readily be one of the most influential places to reside in North Carolina.

Thank you for the opportunity to voice my interest with DTCC and the privilege to serve my community of Orange County with pride and respect.

Respectfully Submitted,

Susie Wright Enoch, BA, Mdiv,

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 Univeristy Medical Center-Pastoral Services, Durham, NC C.P.E. Residency, 3 Units- May 2011

Duke Univeristy 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 Sevices, 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: 3/24/2016

Date Printed: 3/24/2016

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. David Gephart
Name Called:
Home Address: 1401 Poplar Lane
 Hillsborough NC 27278
Phone (Day): 919-732-6464
Phone (Evening): 919-732-9886
Phone (Cell): 919-656-7104
Email: dave@gephartmarketing.com
Place of Employment: Gephart Marketing Solutions
Job Title: President
Year of OC Residence: 1970
Township of Residence: Eno
Zone of Residence: County
Sex: Male
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

President of Poplar Ridge Property Owners Association (25 houses) Hillsborough
 Chamber Chapel Hill Chamber Expiring term on the CH/OCVB (8 years) Previously -
 President Hillsborough Exchange Club (2 terms) Hillsborough Chamber Board (9 years)
 Vice-Chair Alliance for Historic Hillsborough Boy Scouts of America (District Chair,
 Scoutmaster, Cubmaster)

Past Service on Orange County Advisory Boards:

Expiring term on Chapel Hill Orange County Visitor s Bureau Orange County Energy Board

Boards/Commissions applied for:

Economic Development Advisory Board (REQUIRES DISCLOSURE STATEMENT)

Background, education and experience relevant to this board:

Having worked with several Chambers of Commerce I have a lot of experience and a love in working on Business Development and Economic Development! As a Marketing Manager Director with FedEx Supply Chain, I have a global understanding of the international supply chain and how important Orange County can be to relocating businesses.

Reasons for wanting to serve on this board:

For over 40 years I have chosen to live in Orange County (Chapel Hill, Carrboro, and Hillsborough) and I know many aspects of the county that some new comers are not aware of. I want to help Orange County to grow smart and to give back to the community where I live!

Conflict of Interest:

Supplemental Questions:

Work Experience: I am a senior sales and marketing professional

Volunteer Experience: Boy Scouts of America (2x- Cubmaster, Scoutmaster, District Chair)

Hillsborough Exchange Club

Hillsborough/Orange County Chamber (Board)

- Hog Day

Alliance for Historic Hillsborough (Bd. & Treas.)

Education: UNC-CH BSBA

Other Comments:

I was elected by the Board of the Alliance for Historic Hillsborough to serve as it's designated representative on the Chapel Hill/Orange County Visitors Bureau. I request to be appointed. STAFF COMMENTS: Originally applied for Chapel Hill/Orange County Visitors Bureau 9/26/2007. ADDRESS VERIFICATION: 1401 Poplar Lane, Hillsborough, NC is in Eno Township.

Updated applicatino 09/30/2014.

This application was current on: 9/26/2007 11:42:18 AM

Date Printed: 9/30/2014

Volunteer Application Orange County Advisory Boards and Commissions

Name: Blaine William Schmidt
Name Called:
Home Address: 409 Creek Drive
Chapel Hill NC 27514
Phone (Day): 919-448-8066
Phone (Evening): 919-448-8066
Phone (Cell): 704-425-8225
Email: ocncdbrd@extemporaneous.org
Place of Employment: Cisco / Experis
Job Title: Consultant
Year of OC Residence: 2014
Township of Residence: Chapel Hill
Zone of Residence:
Sex: Male
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:
None

Past Service on Orange County Advisory Boards:
None

Boards/Commissions applied for:

Equalization and Review Board (REQUIRES DISCLOSURE STATEMENT)

Background, education and experience relevant to this board:

Broad business and legal background (finances, processes), licensed NC attorney

Reasons for wanting to serve on this board:

Provide legal expertise toward ensuring accurate and standardized taxation on property

Conflict of Interest:

Economic Development Advisory Board (REQUIRES DISCLOSURE STATEMENT)

Background, education and experience relevant to this board:

Broad business and legal background (finances, processes), licensed NC attorney

Reasons for wanting to serve on this board:

Making permanent home in Orange County, want to contribute to business development

Conflict of Interest:

Chapel Hill Planning Commission**Background, education and experience relevant to this board:**

Broad business and legal background (finances, processes), licensed NC attorney

Reasons for wanting to serve on this board:

Having lived and schooled in Chapel Hill, interested in orderly growth of the community

Conflict of Interest:**Supplemental Questions:****Equalization and Review Board (REQUIRES DISCLOSURE STATEMENT)**

Please list/explain your experience, either professionally and/or from other boards/commissions that you have in the areas of real estate, tax appraisal or real estate law.

Educated and licensed as NC attorney, including real estate law

In addition to the experience listed in the question above, please list the work/volunteer experience/qualifications that would add to your expertise for this board.

Prior owner of NC businesses (bricks and mortar book store and IT consulting)

What do you see as the responsibilities of this board, and what do you hope to accomplish if appointed?

Duties are to review property taxation in Orange County; Goal is to contribute toward the accurate taxation

Other Comments:

This application was current on: 9/29/2014 2:49:45 PM

Date Printed: 9/30/2014

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr Henry Sims
Name Called:
Home Address: 5531 Ponderosa Dr
 Durham NC 27705
Phone (Day): 9197901900
Phone (Evening): 8285080163
Phone (Cell): 8285080163
Email: henrysims@hotmail.com
Place of Employment: Enterprise Rent a Car
Job Title: Branch Manager
Year of OC Residence: 2008
Township of Residence: Eno
Zone of Residence: County
Sex: Male
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

I managed the Enterprise office on Franklin St. for 2 years and coached baseball for HYAA. My wife and I are involved with the S.I.T at New Elementary.

Past Service on Orange County Advisory Boards:

none

Boards/Commissions applied for:

Economic Development Advisory Board (REQUIRES DISCLOSURE STATEMENT)

Background, education and experience relevant to this board:

I have worked retail sales and service in Orange County over the last 4 years and have been a resident for the last 5 years. I know and am aware of the hardships that normal working class people face every day.

Reasons for wanting to serve on this board:

I want to be on the Economic Development Advisory Board because I want to help bring good paying jobs to Orange County.

Conflict of Interest:

Durham Technical Community College Board of Trustees**Background, education and experience relevant to this board:**

I want to be on this board because I know and live the difference between Chapel Hill and Orange County. I want to be able to help the rest of OC and I cannot think of any better way. Education is key and providing a way for residents to advance themselves, their education, and their lives is what I want to be a part of.

Reasons for wanting to serve on this board:

See above.

Conflict of Interest:**Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)****Background, education and experience relevant to this board:****Reasons for wanting to serve on this board:****Conflict of Interest:****Supplemental Questions:****Durham Technical Community College Board of Trustees****What improvements do you believe can be made so that DTCC better serves the residents of Orange County?**

3. What improvements do you believe can be made so that DTCC better serves the residents of Orange County? DTCC must offer programs that fits the hiring needs of the county and region. There needs to be more programs focused on vocational education and an emphasis put on marketing these options to the high schools and to the unemployed.

Orange County Planning Board (REQUIRES DISCLOSURE STATEMENT)**Please list the work/volunteer experience/qualifications that would add to your expertise for this board.**

I have managed 2 offices in OC over the last 3 years. I have become knowledgeable with the way

What unique perspective can you bring to the Orange County Planning Board?

I live it day to day. I am the average working class person.

What do you see as the responsibilities of this board, and what do you hope to accomplish if appointed?

I have applied for 3 boards. I think that each board has an directive to advance the rights and lives of OC residents.

What do you consider to be the most important issues facing Orange County related to growth?

Growth outside of Chapel Hill. Politics... Chapel Hill vs. greater OC.

What role should the Planning Board take in guiding and regulating growth?

The Planning Board should take into account Chapel Hill s needs vs greater OC. The majority can t trample on the minority.

How would you, as a member of the Planning Board, contribute to the implementation of the Board of Commissioners' adopted Goals and Priorities?

I would uses these Goals and Priorities as the guidelines for my decisions,.

Other Comments:

Summary Of Qualifications

Ability to lead, train and maintain an enthusiastic, productive staff. Proven skills to seek out potential sales in new market areas. Strong analytical planning skills combined with the ability to coordinate the efforts of many to meet organizational goals. Self-motivated, productive and organized efficient work habits.

Professional Experience

Extensive experience in management, operations, customer service, employee development, sales, marketing, negotiating, and high-pressure situations.

Experience

Area Rental Manager Enterprise Rent a Car 2014-Present

- Responsible for the financial success and growth of six Enterprise stores. Hired, trained, and developed area employees in sales and service moving employee retention from 59% to 73%. Managed the marketing efforts of each store resulting in 12% fleet growth. Conducted monthly goals and opportunity meetings with store managers resulting in 10% revenue growth. Managed and trained area employees in customer service yielding 7 point increase fiscal year to date. Managed and directed rental fleet logistics for area branches consisting of 900 units leading to 2% increase in utilization.

Branch Manager Enterprise Rent a Car 2007-2014

- Responsible for the overall management, performance and profitability of the largest home city rental car branch in NC with annual revenues of nearly \$4 million and a fleet of 340 rental units. Led efforts to reinvent office culture, which established new branch records for revenue, income, operating profit, customer satisfaction, and fleet growth. Managed the growth, development, and retention of 17 branch employees. □

Table Games Supervisor Harrah's Cherokee Casino 2000-2007

- Managed table games operations; assigned table games hosts and table limits to maximize forecasted demand. Trained and supervised dealers to ensure proper procedures of Gaming Rule. Tracked essential play to ensure compliance with Title 31. Managed personnel cost through employee scheduling and paid time off.

Education

Western Carolina University, Cullowhee, NC 1998-2002

Bachelor of Science in Business Administration

Volunteer Application Orange County Advisory Boards and Commissions

Name: Michelle Tartalio
Name Called:
Home Address: 2007 Whitmore Circle
Chapel Hill NC 27516
Phone (Day): 9194844918
Phone (Evening): 9198697210
Phone (Cell): 9179523826
Email: mtartalio@enlightresearch.com
Place of Employment: Enlight Research, LLC
Job Title: Co-Founder, Research Director
Year of OC Residence: 2012
Township of Residence: Chapel Hill
Zone of Residence:
Sex: Female
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

Board of Directors, Easter Seals UCP of NC & VA
Chairman of the Board of Advisors for Enlight Research, LLC a start-up research business based in the Triangle area.

Past Service on Orange County Advisory Boards:

None

Boards/Commissions applied for:

Economic Development Advisory Board (REQUIRES DISCLOSURE STATEMENT)

Background, education and experience relevant to this board:

I would consider myself a scout or an individual who has had success in identifying emerging areas for investment and opportunity. Although I am young, I have had a successful career working with Fortune 500 companies across the US and globally and have recently started a company in the community which is focused on improving strategy development and partnerships between boards and executives. I am looking for opportunities to put the skills I used for large for-profit businesses to work in the community.

Reasons for wanting to serve on this board:

I have recently started participating more in the community, particularly in my role with Easter Seals UCP of NC and VA and I have found giving back to the community to be extremely rewarding.

Conflict of Interest:

Supplemental Questions:

Other Comments:

This application was current on: 11/12/2014 9:50:05 AM

Date Printed: 11/13/2014

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

**Action Agenda
Item No. 11-c**

SUBJECT: Historic Preservation Commission – Appointments

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

Member Roster
Recommendations
Applications for Persons Recommended
Attendance Records
Applicant Interest List
Applications for Persons on the Interest
List

INFORMATION CONTACT:

Clerk's Office, 919-245-2130

PURPOSE: To consider making appointments to the Historic Preservation Board.

BACKGROUND: The following information is for Board consideration:

- Appointment to a second full term (Position #5) "At-Large" for Dr. Robert Ireland expiring 03/31/2019.
- Appointment to a first full term (Position #6) "At-Large" for Art Menius expiring 03/31/2016.
- Appointment to second full term (Position #7) "At-Large" for Susan Ballard expiring 03/31/2019.

POSITION NO.	NAME	SPECIAL REPRESENTATIVE	EXPIRATION DATE
5	Dr. Robert Ireland	At-Large	03/31/2019
6	Art Menius	At-Large	03/31/2019
7	Susan Ballard	At-Large	03/31/2019

NOTE - If the individuals listed above are appointed, the following vacancies remain:

- None

FINANCIAL IMPACT: None

SOCIAL JUSTICE IMPACT: Enable Full Civic Participation. Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

RECOMMENDATION(S): The Manager recommends that the Board 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 pm fourth Wednesday of each month

Terms: 2

Contact Person: Peter Sandbeck

Meeting Place: Old Orange County Courthouse

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. APPLICANTS MUST RESIDE WITHIN THE TERRITORIAL JURISDICTION OF ORANGE COUNTY. To learn more, visit this web

1	Ms. Jaime Grant 9103 Greenbrier Sta Chapel Hill NC 27516	Day Phone: 860-218-4921 Evening Phone: FAX: E-mail: grantjaime@gmail.com	Sex: Female Race: Other Township: Bingham Resid/Spec Req: At-Large Special Repr:	First Appointed: 09/17/2013 Current Appointment: 11/05/2015 Expiration: 03/31/2018 Number of Terms: 1
2	Mr. Thomas Loter 629 E Hatterleigh Ave Hillsborough NC 27278	Day Phone: 919-843-3238 Evening Phone: 919-245-1327 FAX: E-mail: tom.loter@gmail.com	Sex: Male Race: Caucasian Township: Eno Resid/Spec Req: At-Large Special Repr:	First Appointed: 11/05/2015 Current Appointment: 11/05/2015 Expiration: 06/30/2017 Number of Terms:
3	Ms. Alexandria Mead 1702 McRae Pl. Hillsborough NC 27278	Day Phone: 919.357.2214 Evening Phone: 919.357.2214 FAX: E-mail: alexandria.mead@meadholm.com	Sex: Female Race: Caucasian Township: Hillsborough Resid/Spec Req: At-large Special Repr:	First Appointed: 02/16/2016 Current Appointment: 02/16/2016 Expiration: 03/31/2018 Number of Terms: 1
4	Ms Grace White 1711 New Hope Church Rd. Chapel Hill NC 27516	Day Phone: 9196605906 Evening Phone: 3363401753 FAX: E-mail: papergrace@gmail.com	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-large Special Repr:	First Appointed: 06/03/2014 Current Appointment: 06/03/2014 Expiration: 03/31/2017 Number of Terms: 1
5	Dr. Robert Ireland Vice-Chair 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 pm fourth Wednesday of each month

Terms: 2

Contact Person: Peter Sandbeck

Meeting Place: Old Orange County Courthouse

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. **APPLICANTS MUST RESIDE WITHIN THE TERRITORIAL JURISDICTION OF ORANGE COUNTY.** To learn more, visit this web

<p>6</p> <p>VACANT</p>	<p>Day Phone:</p> <p>Evening Phone:</p> <p>FAX:</p> <p>E-mail:</p>	<p>Sex:</p> <p>Race:</p> <p>Township:</p> <p>Resid/Spec Req: At-large</p> <p>Special Repr:</p>	<p>First Appointed:</p> <p>Current Appointment:</p> <p>Expiration: 03/31/2016</p> <p>Number of Terms:</p>
<p>7</p> <p>Ms Susan T Ballard</p> <p>Chair</p> <p>3517 Iva Ada Drive</p> <p>Hillsborough NC 27278</p>	<p>Day Phone: 919-260-9243</p> <p>Evening Phone: 919-732-4443</p> <p>FAX:</p> <p>E-mail: sballard@nc.rr.com</p>	<p>Sex: Female</p> <p>Race: Caucasian</p> <p>Township: Eno</p> <p>Resid/Spec Req: At-large</p> <p>Special Repr:</p>	<p>First Appointed: 05/21/2013</p> <p>Current Appointment: 05/21/2013</p> <p>Expiration: 03/31/2016</p> <p>Number of Terms: 1</p>



**ORANGE COUNTY
HISTORIC PRESERVATION COMMISSION**

April 1, 2016

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) wishes to recommend the reappointment of current members Susan Ballard and Dr. Robert Ireland. Both have made significant contributions to the work of the HPC and have excellent attendance records.

Thank you for your assistance.

Sincerely,

Peter Sandbeck, Cultural Resources Coordinator

cc: Susan Ballard, Chair
Bob Ireland, 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



HISTORIC PRESERVATION COMMISSION

April 5, 2016

Donna Baker
Clerk to the Board of County Commissioners
200 South Cameron Street
Hillsborough, NC 27278

Dear Ms. Baker:

The members of the Orange County Historic Preservation Commission (HPC) are pleased to recommend Mr. Art Menius for an appointment to fill the HPC's position number 6, just recently vacated.

Mr. Menius's background and interest in Colonial-period history, as well as his work with the cultural arts and non-profits, will be great assets for the work of the HPC.

Thank you for your assistance.

Sincerely,

Peter Sandbeck, Cultural Resources Coordinator

cc: Susan Ballard, Chair
Bob Ireland, 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: Dr. Robert Ireland
Name Called:
Home Address: 721 Mary E. Cook Rd.
 Hillsborough NC 27278
Phone (Day): 732-7538
Phone (Evening): 732-7538
Phone (Cell):
Email: ireland.bob@gmail.com
Place of Employment: Retired
Job Title:
Year of OC Residence: 1986
Township of Residence: Eno
Zone of Residence: Does not apply
Sex: Male
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Boards/Commissions applied for:

Durham Technical Community College Board of Directors

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

Supplemental Questions:

Work Experience: In 2007, I retired from Wake Technical Community College as Vice-president for student services; prior to that I taught at Elon College and N.C. A&T State University. I hold a Ph.D. in Social and Intellectual History and have been a teacher, author (two books) and editor of history. Most recently, I have edited 6 volumes of the Hillsborough Historical Society Journal, and I have been involved in numerous Orange County historical activities. I believe that my background as a grants writer, author, and teacher of local and North Carolina history will be of assistance to a cause that is very important to me.

Volunteer Experience: I have been active as a volunteer at my church (Archives Committee at St. Matthews Episcopal Church), as a member of Friends of the Orange County Library, and I have served as former President of the Hillsborough Historical Society and the North Carolina Association of Historians. I have also been a volunteer for Habitat for Humanity and the Heart Walk of Wake County. I was also a candidate for the

Orange County School Board.

Education: I received my master's degree at the University of Wyoming as a William Robertson Coe Fellow in American Studies, and my doctorate in 1972 from the University of Maine. I have attended numerous conferences and presentations regarding local, state and national historic topics. I have also had extensive experience in researching local history and genealogy. (I am a member of Durham-Orange Genealogy Society).

Other Comments:

A few years ago, I also volunteered to help with a National Study of Orange County as part of an examination of the Backcountry in the Revolution. During this activity, I had an opportunity to work with a number of experts on all aspects of life in the late 18th century in Orange County. In addition, as President of the Historical Society, I oversaw the purchase and proper installation of a suitably old English bell in the old County Courthouse. Both of these experiences helped me to appreciate the purpose and practice of public history. STAFF COMMENTS: Originally (10/28/2011) applied for Historic Preservation Commission, Durham Technical Community College Board of Directors, and Human Relations Commission. ADDRESS VERIFICATION: 721 Mary Cook Road is Eno Township.

This application was current on: 10/27/2011 4:08:21 PM

Date Printed: 12/27/2013

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Art Menius
Name Called:
Home Address: 6627 Maynard Farm Rd
 Chapel Hill NC 27516
Phone (Day): 919-675-2787
Phone (Evening): 919-675-2787
Phone (Cell): 919-675-2787
Email: art@artmenius.com
Place of Employment: Art Menius Consulting
Job Title: Owner
Year of OC Residence: 1973
Township of Residence: Bingham
Zone of Residence: County
Sex: Male
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

Town of Carrboro Arts Committee
 Creative Carrboro Committee
 Chapel Hill Rotary Club

Past Service on Orange County Advisory Boards:

None

Boards/Commissions applied for:

Chapel Hill/Orange County Visitors Bureau

Background, education and experience relevant to this board:

Thirty years experience in non-profit/government partnerships using the arts for tourism and economic development. Worked in 1980s with Owensboro Daviess County (KY) Tourism Commission to create the IBMA World of Bluegrass events which moved to Raleigh in 2013. Director of Marketing and Sponsorship for MerleFest at Wilkes Community College, building MerleFest into an international brand and an event generating \$16M in local economic impact. In that role worked closely with the North Wilkesboro TDA and served on the Tourism Committee of the Wilkes Chamber of Commerce. I was on the Wilkes County Cultural Council for the Blue Ridge National Heritage Area during the time of its creation and launch. I was the college's representative to High Country Host and Advantage West NC. Through those roles I took the National Park Service's intensive Gateway Community training in 2006.

As Director of Appalshop in Whitesburg, KY, I worked directly with state and regional tourism agencies, the TourSEKY project, and Appalachian Regional Commission. I was a paid consultant for the Letcher County KY Tourism Commission (2010-2011) securing \$30,000 in funding for a public engagement process resulting in a Coal Heritage Trail and a Quilt Trail and a new county tourism brochure.

Returning to Orange County in April 2012, I obtained a State historical marker, Carrboro's first, for Libba Cotten. Vice-Chair McKee took part in the Sept 2013 dedication. I became active in the Chapel Hill-Carrboro Chamber and joined Carrboro's Arts Committee and ESC.

Reasons for wanting to serve on this board:

Using arts, culture, and creativity for tourism development is at the core of my life s work. Ultimately, I would like to see Orange County to develop a new body, separate from currently existing ones, that approaches arts, culture, festivals, and the creative industries (web design, architecture, metal work, app development, and etc) totally from the business and economic development perspective.

Conflict of Interest:

Possible perception. CH/OCCVB does not fund ArtsCenter activities. Occasionally, however, the CVB includes our events among several in its ad buys.

Historic Preservation Commission (APPLICANTS SHALL RESIDE WITHIN THE TERRITORIAL**Background, education and experience relevant to this board:**

BA and MA from UNC-CH in history 3.5 years as a public sector historian for NC Dept of Cultural Resources: Historic Sites Sections Several peer reviewed history publications Special concentration in history of the Regulators

Reasons for wanting to serve on this board:

I have held a deep interest in the history of Orange County since childhood and conducted original research into the Regulators for my baccalaureate honors thesis and on Scots economic activities in late colonial Orange County in grad school. I consider Orange County home and need to contribute.

Conflict of Interest:**Orange Unified Transportation Board****Background, education and experience relevant to this board:**

Long experience in major event production for as many as 80,000 people and knowledge of the historical development of Orange County. I have lived in the County, Carrboro, and Chapel Hill, as well as northern Chatham County, giving me a diverse set of experiences in how transportation effects the daily lives of citizens.

Reasons for wanting to serve on this board:

Recruited by current chair Paul Guthrie. I consider Orange County home and feel the need to contribute my time and energy.

Conflict of Interest:**Supplemental Questions:****Other Comments:**

This application was current on: 10/6/2014 10:46:48 AM

Date Printed: 10/9/2014

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms Susan T Ballard
Name Called:
Home Address: 3517 Iva Ada Drive
Hillsborough NC 27278
Phone (Day): 919 260 9243
Phone (Evening): 919 732 4443
Phone (Cell):
Email: sballard@nc.rr.com
Place of Employment: not employed
Job Title: EX-Regional Sales Manager
Year of OC Residence: 1996
Township of Residence: Eno
Zone of Residence: Orange County
Sex: Female
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

After a 40 years career, I am looking to actively engage myself in organizations which support historical preservation which could use a person with the business skills I bring to the table.

Past Service on Orange County Advisory Boards:

none

Boards/Commissions applied for:**Supplemental Questions:****Other Comments:**

STAFF COMMENTS: Applied for Historic Preservation Commission 03/19.2013.
ADDRESS VERIFICATION: 3517 Iva Ada Drive, Hillsborough, is Eno Township, Orange County Jurisdiction, and Agricultural Residential Zoning.

Applicant Interest Listing

by Board Name and by Applicant Name

Historic Preservation Commission (APPLICANTS S

Contact Person: Peter Sandbeck

Contact Phone: 919-245-2517

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: Other
Township: Cheeks
Res. Eligibility: County
Date Applied: 03/24/2016

Skills: Human Resources Director

Also Serves On: Human Relations Commission

Skills: Human Resources Manager

Skills: Pastoral Services

Art Menius
6627 Maynard Farm Rd
Chapel Hill NC 27516

Day Phone: 919-675-2787
Evening Phone: 919-675-2787
Cell Phone: 919-675-2787
E-mail: art@artmenius.com

Sex: Male
Race: Caucasian
Township: Bingham
Res. Eligibility: County
Date Applied: 04/05/2016

Skills:

Also Serves On: Orange Unified Transportation Board

Ms. Jennifer Shelton

5705 Field Court
Mebane NC 27302

Day Phone: 919-304-6557
Evening Phone: 919-304-6557
Cell Phone: 336-512-0686
E-mail: jshelton@email.unc.edu

Sex: Female
Race: Caucasian
Township: Cheeks
Res. Eligibility: County
Date Applied: 04/03/2015

Skills:

Also Serves On: Arts Commission

Cherylann Thompson
2418 Hurdle Mills Rd.
Cedar Grove NC 27231

Day Phone: 919-943-0061
Evening Phone: 919-943-0061
Cell Phone: 919-943-0061
E-mail: ilcjbrcs@live.unc.edu

Sex: Female
Race: Caucasian
Township: Cedar Grove
Res. Eligibility: County
Date Applied: 06/18/2015

Skills:

Also Serves On:

Volunteer Application Orange County Advisory Boards and Commissions

Name: 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: Contractural Services
Job Title:
Year of OC Residence: 2009
Township of Residence: Cheeks
Zone of Residence: County
Sex: Female
Ethnic Background: Other

Community Activities/Organizational Memberships:

Contracted Qualified Professional @ Ethel's Footprints, - Burlington, NC (Feb 2014-Present)- provide counseling services in facility and at consumer's homes. Works independently to provide clinical interventions based on best practice counseling models and techniques to work effectively with children and families. Duties include but are not limited to: conducting clinical assessments, developing treatment plans with client and family participation, providing individual, family, and group therapeutic sessions, and providing on-call crisis intervention services.

Contracted Authorization Professional @ Just In Time Youth Services, -Burlington, NC (Nov 2113-Present) -Provide documentation to MCO's for managed specialized care (inpatient, outpatient, ancillary services for consumers. Ensuring that all initial and reauthorizations for services occur in a timely fashion.

Past Service on Orange County Advisory Boards:

Boards/Commissions applied for:

Durham Technical Community College Board of Trustees

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

Board of Social Services**Background, education and experience relevant to this board:****Reasons for wanting to serve on this board:****Conflict of Interest:****Economic Development Advisory Board (REQUIRES DISCLOSURE STATEMENT)****Background, education and experience relevant to this board:****Reasons for wanting to serve on this board:****Conflict of Interest:****Historic Preservation Commission (APPLICANTS SHALL RESIDE WITHIN THE TERRITORIAL****Background, education and experience relevant to this board:****Reasons for wanting to serve on this board:****Conflict of Interest:****Supplemental Questions:****Durham Technical Community College Board of Trustees****What improvements do you believe can be made so that DTCC better serves the residents of Orange County?**

Durham Technical Community College is a vital source of education to many individuals seeking to improve their lifestyles, as well as their economic status within Orange County. Due to the population growth we are seeing in this area; it is imperative DTCC be on the forefront to provide the necessary tools for our residents to be competitive in the 21st century job market.

One of the major improvements DTCC can implement now and in the future is a science and mathematics program. Because we live in the shadow of the UNC Hospital, there is a high demand in the field of clinical research, medical, scientific and mathematical engineering. If we continue to grow both economically and socially in this area, and attract new businesses that highlight these particular career, we must be able to readily produce the individuals who can meet the demand, rather than recruit others from around the world to fulfill these perspective positions.

Orange County residents deserve the opportunity to take advantage of the high income jobs offered in their area. DTCC can provide the residents here that opportunity through the benefits of a quality education. DTCC needs to improve its recruitment process by aggressively offering courses that target our area and its' desire and need to be relevant. With DTCC's commitment to Orange County residents, we can readily be one of the most influential places to reside in North Carolina.

Thank you for the opportunity to voice my interest with DTCC and the privilege to serve my community of Orange County with pride and respect.

Respectfully Submitted,

Susie Wright Enoch, BA, Mdiv,

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 Univeristy Medical Center-Pastoral Services, Durham, NC C.P.E. Residency, 3 Units- May 2011

Duke Univeristy 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 Sevices, 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: 3/24/2016

Date Printed: 3/24/2016

Volunteer Application Orange County Advisory Boards and Commissions

Name: Ms. Jennifer Shelton
Name Called:
Home Address: 5705 Field Court
 Mebane NC 27302
Phone (Day): 919-304-6557
Phone (Evening): 919-304-6557
Phone (Cell): 336-512-0686
Email: jshelton@email.unc.edu
Place of Employment: The Hawbridge School
Job Title: Teacher and Director of Instructional Assessment a
Year of OC Residence: 1993
Township of Residence: Cheeks
Zone of Residence: County
Sex: Female
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

National Honor Society Adviser (lead students in community service and leadership)

Past Service on Orange County Advisory Boards:

Orange County Commission for Women

Boards/Commissions applied for:

Historic Preservation Commission (APPLICANTS SHALL RESIDE WITHIN THE TERRITORIAL

Background, education and experience relevant to this board:

Teacher of NC and US history at The Hawbridge School, Saxapahaw, NC

Reasons for wanting to serve on this board:

In addition to a personal love of the history of the area and a passion for learning about historical locations throughout the South, my relatives settled in Orange County, NC in the late 1700s. I am still trying to locate the grave of my great-grandparents (grandfather died in 1801).

Conflict of Interest:

Arts Commission

Background, education and experience relevant to this board:

Art history courses at Vanderbilt University

Reasons for wanting to serve on this board:

I have been actively following local artists in Hillsborough and Mebane for a decade now. I am a regular at all the art walks and never miss the Eno Gallery Art in the Garden event. Our local art scene is part of what makes Orange County unique.

Conflict of Interest:

Durham Technical Community College Board of Trustees**Background, education and experience relevant to this board:**

I hold a Master s Degree from UNC Chapel Hill and have been a college instructor for over 15 years. I have worked in the continuing education department at Alamance Community College so am familiar with the community college system. I also teach high school at The Hawbridge School and know the value community colleges add to the local community.

Reasons for wanting to serve on this board:

All of my work experience for the past 25 years has been in education. Education is a passion of mine.

Conflict of Interest:**Supplemental Questions:****Durham Technical Community College Board of Trustees****What improvements do you believe can be made so that DTCC better serves the residents of Orange County?**

I have lived in Orange County for 22 years and have worked in the field of education the entire time. I spend a great deal of my time in Hillsborough. I frequent businesses and the library. I rarely miss a town festival. I am in Chapel Hill at least once a week. While I am quite familiar with Alamance Community College, the Durham campus of Durham Technical Community College and the local universities, I have minimum knowledge of the Orange County campus of DTCC. I realize the campus was only opened in 2008, but I have not come across information about the Orange County campus of DTCC, other than what I've actively sought out through the website and social media. From what I've found through my research, the college provides many excellent opportunities for both formal and informal education. So, one way that DTCC could better serve the residents of Orange County is to help the residents of Orange County become more aware of the diverse ways in which the campus serves Orange County.

Other Comments:

This application was current on: 4/3/2015 10:01:01 AM

Date Printed: 7/31/2015

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

**Action Agenda
Item No.** 11-d

SUBJECT: Nursing Home Community Advisory Committee – Appointments

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

Member Roster
Recommendation
Application for Person Recommended
Applicant Interest List
Applications for Persons on the Interest
List

INFORMATION CONTACT:

Clerk's Office, 919-245-2130

PURPOSE: To consider making appointments to the Nursing Home Community Advisory Committee.

BACKGROUND: The following information is for Board consideration:

- Appointment to a full term (Position #6) "At-Large" position for Ed Flowers expiring 03/31/2019.

POSITION NO.	NAME	SPECIAL REPRESENTATIVE	EXPIRATION DATE
6	Ed Flowers	At-Large	03/31/2019

NOTE - If the individuals listed above are appointed, the following vacancies remain:

*Position #7--- "At-Large Nursing Home Administration" position----- expiring 06/30/2017.
This position has been vacant since 01/06/2016.

*** All positions require a one year training period from date of appointment.**

FINANCIAL IMPACT: None

SOCIAL JUSTICE IMPACT: Enable Full Civic Participation. Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

RECOMMENDATION(S): The Manager recommends that the Board 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 pm Every other 1st Tuesday starting with Jan.

Terms: 2

Contact Person: Carolyn Pennington

Meeting Place: United Church of CH - 1321 ML King Blvd

Positions: 12

Length: 3 years

Contact Phone: 919-558-2703

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	Ms. Martha Bell 100 Macrae Court Chapel Hill NC 27516	Day Phone: 919-968-4674 Evening Phone: 919-968-4674 FAX: E-mail: mbell968@yahoo.com	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 10/06/2015 Current Appointment: 10/06/2015 Expiration: 10/06/2016 Number of Terms:
2	Ms. Molly Stein 103 Stephens Street Chapel Hill NC 27516	Day Phone: 954-254-2865 Evening Phone: 954-254-2865 FAX: E-mail: msstein@live.unc.edu	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 06/16/2015 Current Appointment: 06/16/2015 Expiration: 06/16/2016 Number of Terms:
3	Teri J. Driscoll Chair 422 Hampton Pointe Hillsborough NC 27278	Day Phone: 919-245-1127 Evening Phone: 919-245-1127 FAX: E-mail: driscoll323@nc.rr.com	Sex: Female Race: Caucasian Township: Hillsborough Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 09/17/2013 Current Appointment: 10/07/2014 Expiration: 09/30/2017 Number of Terms: 1
4	Mr. Jerry Schreiber Trainee 1606 Pathway Dr Carrboro NC 27510	Day Phone: 919 967 2962 Evening Phone: 919 967 2962 FAX: E-mail: jrogerschreiber@gmail.com	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 10/07/2014 Current Appointment: 10/06/2015 Expiration: 06/30/2017 Number of Terms:
5	Ms. Sandra Nash 600 West Poplar Ave., Apt. 239 Carrboro NC 27510	Day Phone: 828-668-9628 Evening Phone: FAX: E-mail: None	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr: Nursing Home Administration	First Appointed: 02/04/2014 Current Appointment: 03/03/2015 Expiration: 06/30/2017 Number of Terms: 2

Board and Commission Members

And Vacant Positions

Nursing Home Community Advisory Committee

Meeting Times: 5:30 pm Every other 1st Tuesday starting with Jan.

Terms: 2

Contact Person: Carolyn Pennington

Meeting Place: United Church of CH - 1321 ML King Blvd

Positions: 12

Length: 3 years

Contact Phone: 919-558-2703

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	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: 03/31/2016 Number of Terms:
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: 06/30/2017 Number of Terms:
8	Mrs. Jerry Ann Gregory 2224 Lebanon Rd Efland NC 27243	Day Phone: 919-644-8172 Evening Phone: 919-644-8172 FAX: E-mail: harleyphn@yahoo.com	Sex: Female Race: Caucasian Township: Cheeks Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 12/09/2014 Current Appointment: 11/17/2015 Expiration: 03/31/2017 Number of Terms:
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: 06/30/2016 Number of Terms: 1
10	Ms GLenda FLoyd Training Term 103 Culbreth Rd Ghapel Hill NC 27516	Day Phone: 812-205-6595 Evening Phone: 812-205-6595 FAX: E-mail: gkf1121@gmail.com	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 11/17/2015 Current Appointment: 11/17/2015 Expiration: 11/17/2016 Number of Terms:

Board and Commission Members

And Vacant Positions

Nursing Home Community Advisory Committee

Meeting Times: 5:30 pm Every other 1st Tuesday starting with Jan.

Terms: 2

Contact Person: Carolyn Pennington

Meeting Place: United Church of CH - 1321 ML King Blvd

Positions: 12

Length: 3 years

Contact Phone: 919-558-2703

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.

Mrs. Maria Hardin

11

2026 Black Walnut Farm Road
Hillsborough NC 27278

Day Phone: 9197326589

Evening Phone: 9197326589

FAX:

E-mail: mariaahardin@gmail.com

Sex: Female

Race: Caucasian

Township: Eno

Resid/Spec Req: At-Large

Special Repr: Nursing Home Administration

First Appointed: 02/16/2016

Current Appointment: 03/22/2016

Expiration: 12/31/2016

Number of Terms:

Ms. Vibeke Talley

12

134 East Tryon Street
Hillsborough NC 27278

Day Phone: 919-732-3112

Evening Phone: 919-732-3112

FAX: 968-2017

E-mail: vibandjoe@hotmail.com

Sex: Female

Race: Caucasian

Township: Hillsborough

Resid/Spec Req: At-Large

Special Repr: Nursing Home Administration

First Appointed: 05/20/2014

Current Appointment: 05/20/2014

Expiration: 12/31/2016

Number of Terms:

March 29, 2016

To: Orange County Board of Commissioners
From: Teri Driscoll, Chair
Nursing Home Community Advisory Committee
Re: Appointment of ED FLOWERS

On behalf of the Orange County Nursing Home Community Advisory Committee I would like to take the opportunity to recommend Ed Flowers for an appointment on our committee. Mr. Flowers has served on our committee in the past and served as Chair for many years. I actually took over for him as Chair when he was a patient in one of our nursing homes and learned quite a bit from this experience. He was certainly wonderful to work with, is very dedicated and has a passion for ensuring that long term care residents receive the best quality of care in a safe living environment. He would be an excellent choice for this committee and there is no better of a candidate than to have someone that already has the knowledge of what needs to be done.

Please let me know if you need any additional information to move this recommendation forward.

Applicant Interest Listing

by Board Name and by Applicant Name

Nursing Home Community Advisory Committee

Contact Person: Carolyn Pennington
Contact Phone: 919-558-2703

Mrs Judith Causey

2621 Beavertail Dr
Hillsborough NC 27278

Day Phone: 9192604249
Evening Phone: 9192604249
Cell Phone: 9192604249
E-mail: judithcausey@hotmail.com

Sex: Female
Race: Caucasian
Township: Hillsborough
Res. Eligibility:
Date Applied: 01/25/2016

Skills:

Also Serves On:

Mr Elijah (Ed) Flowers III

2813 Beckett's Ridge Drive
Hillsborough NC 27278

Day Phone: 919-357-9256
Evening Phone: 919-357-9256
Cell Phone:
E-mail: ed_flowers@yahoo.com

Sex: Male
Race: Caucasian
Township: Hillsborough
Res. Eligibility:
Date Applied: 02/29/2016

Skills: Children's Issues

Also Serves On: Advisory Board on Aging

Skills: Nuclear Physicist

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mrs Judith Causey
Name Called:
Home Address: 2621 Beavertail Dr
 Hillsborough NC 27278
Phone (Day): 9192604249
Phone (Evening): 9192604249
Phone (Cell): 9192604249
Email: judithcausey@hotmail.com
Place of Employment: Retired. UNC
Job Title: RN Center For Excellence
Year of OC Residence: 1999
Township of Residence: Hillsborough
Zone of Residence:
Sex: Female
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

Active RN License
 PHRC
 MADD

Past Service on Orange County Advisory Boards:

None

Boards/Commissions applied for:

Nursing Home Community Advisory Committee

Background, education and experience relevant to this board:

I am 77. I have interacted with and nursed many geriatric patients. I have. Visited many long term care facilities. I have placed patients into long term care facilities & continued to supervise care & services on site

Reasons for wanting to serve on this board:

Serve in some capacity to help Orange County to be first class in services offered our citizens.

Conflict of Interest:

Adult Care Home Community Advisory Committee

Background, education and experience relevant to this board:

Interacted with & nursed many seniors. I am a senior in good health

Reasons for wanting to serve on this board:

I have an interest in helping our citizens to age in their own homes

Conflict of Interest:

Supplemental Questions:

Other Comments:

This application was current on: 1/25/2016 11:39:33 PM

Date Printed: 2/1/2016

**ORANGE COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2016

**Action Agenda
Item No.** 11-e

SUBJECT: Orange County Parks and Recreation Commission – Appointments

DEPARTMENT: Board of Commissioners

ATTACHMENT(S):

Member Roster
Recommendations
Applications for Persons Recommended
Attendance Records
Applicant Interest List
Applications for Persons on the Interest
List

INFORMATION CONTACT:

Clerk's Office, 919-245-2130

PURPOSE: To consider making appointments to the Orange County Parks and Recreation Council.

BACKGROUND: The following information is for Board consideration:

- Appointment to a first full term (Position #2) "Hillsborough Township" for John Greeson expiring 03/31/2019.
- Appointment to a first full term (Position #12) "At-Large" for Dr. Thomas Rhodes expiring 03/31/2019.

POSITION NO.	NAME	SPECIAL REPRESENTATIVE	EXPIRATION DATE
2	John Greeson	Hillsborough Township	03/31/2019
12	Dr. Thomas Rhodes	At-Large	03/31/2019

NOTE - If the individuals listed above are appointed, the following vacancies remain:

- *Position #5--- "At-Large" position----- expiring 03/31/2019. **This position has been vacant since 03/01/2016.**

FINANCIAL IMPACT: None

SOCIAL JUSTICE IMPACT: Enable Full Civic Participation. Ensure that Orange County residents are able to engage government through voting and volunteering by eliminating disparities in participation and barriers to participation.

RECOMMENDATION(S): The Manager recommends that the Board consider making an appointment to the Orange County Parks and Recreation Commission.

Board and Commission Members

And Vacant Positions

Orange County Parks and Recreation Council

Meeting Times: 6:30 pm first Wednesday of each month

Terms: 2

Contact Person: David Stancil

Meeting Place: Chapel Hill / Hillsborough Alternating

Positions: 12

Length: 3 years

Contact Phone: 919-245-2510

Description: Each member of the Council shall be a County resident appointed by the Orange County Board of Commissioners. The Council includes representatives from each of the county's townships plus its municipalities. This council consults with and advises the Department of Environment, Agriculture, Parks and Recreation, and the Board of County Commissioners on matters affecting parks planning, development and operation; recreation facilities, policies and programs; and public trails and open space.

1	Dr. Evelyn Daniel 100 Cathy Road Carrboro NC 27510	Day Phone: 919-929-2237 Evening Phone: 919-929-2237 FAX: 919-962-8071 E-mail: daniel@ils.unc.edu	Sex: Female Race: Caucasian Township: Chapel Hill Resid/Spec Req: Carrboro City Limits Special Repr:	First Appointed: 04/21/2015 Current Appointment: 04/21/2015 Expiration: 03/31/2018 Number of Terms: 1
2	John Greeson 405 Rock Garden Lane Hillsborough NC 27278	Day Phone: 919-531-1589 Evening Phone: 919-732-5207 FAX: E-mail: johngreeson@nc.rr.com	Sex: Male Race: Caucasian Township: Hillsborough Resid/Spec Req: Hillsbr. Township Special Repr: Hillsbr. Township	First Appointed: 04/21/2015 Current Appointment: 04/21/2015 Expiration: 03/31/2016 Number of Terms:
3	Mrs. Betty Khan 6023 Efland-Cedar Grove road PO Box 185 Cedar Grove NC 27231	Day Phone: Evening Phone: 919-732-8251 FAX: E-mail: BKSKTX@aol.com	Sex: Female Race: Caucasian Township: Cedar Grove Resid/Spec Req: Cedar Grove Twmsp. Special Repr: Cedar Grove Twmsp.	First Appointed: 10/16/2012 Current Appointment: 05/19/2015 Expiration: 03/31/2018 Number of Terms: 2
4	Mr. Joel Bulkley 123 barclay rd. chapel hill NC 27516-1402	Day Phone: 968-8741 Evening Phone: 968-8741 FAX: same E-mail: Joelb13@earthlink.net	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: C.Hill City Limits Special Repr:	First Appointed: 11/15/2011 Current Appointment: 06/03/2014 Expiration: 03/31/2017 Number of Terms: 2
5	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: 03/31/2016 Number of Terms:

Board and Commission Members

And Vacant Positions

Orange County Parks and Recreation Council

Meeting Times: 6:30 pm first Wednesday of each month

Terms: 2

Contact Person: David Stancil

Meeting Place: Chapel Hill / Hillsborough Alternating

Positions: 12

Length: 3 years

Contact Phone: 919-245-2510

Description: Each member of the Council shall be a County resident appointed by the Orange County Board of Commissioners. The Council includes representatives from each of the county's townships plus its municipalities. This council consults with and advises the Department of Environment, Agriculture, Parks and Recreation, and the Board of County Commissioners on matters affecting parks planning, development and operation; recreation facilities, policies and programs; and public trails and open space.

6	Mrs Rachel Massai 808 Hunters Run Mebane NC 27302	Day Phone: 919-923-6362 Evening Phone: 919-923-6362 FAX: E-mail: rachelmassai@yahoo.com	Sex: Female Race: Caucasian Township: Cheeks Resid/Spec Req: Cheeks Twmsp Special Repr: Cheeks Township	First Appointed: 05/19/2015 Current Appointment: 05/19/2015 Expiration: 03/31/2018 Number of Terms: 1
7	Mr. Neal Bench Chair 397 Lakeshore Lane Chapel Hill NC 27514	Day Phone: 919-260-9058 Evening Phone: 919-942-4050 FAX: E-mail: nj397bench@gmail.com	Sex: Male Race: Caucasian Township: Chapel Hill Resid/Spec Req: Chapel Hill Twmsp Special Repr: Chapel Hil Township	First Appointed: 11/15/2011 Current Appointment: 06/03/2014 Expiration: 03/31/2017 Number of Terms: 2
8	Mr. Robert Robinson 5600 Guess Road Rougemont NC 27572	Day Phone: 919-929-6921 Evening Phone: 919-606-1961 FAX: E-mail: third1261@gmail.com	Sex: Male Race: Caucasian Township: Little River Resid/Spec Req: Little River Townshi Special Repr: Little River Township	First Appointed: 12/10/2013 Current Appointment: 05/19/2015 Expiration: 03/31/2017 Number of Terms: 1
9	Mr. Allan Green 5604 Dairyland Road Hillsborough NC 27278	Day Phone: 919-933-5105 Evening Phone: 919-933-5105 FAX: E-mail: allan@woodcrestfarmnc.com	Sex: Male Race: Caucasian Township: Bingham Resid/Spec Req: Bingham Township Special Repr: Bingham Township	First Appointed: 12/14/2010 Current Appointment: 06/03/2014 Expiration: 03/31/2017 Number of Terms: 2
10	Dr. Tori Williams Reid 904 Chandler Court Hillsborough NC 27278	Day Phone: 919-241-5292 Evening Phone: FAX: E-mail: toridwms@gmail.com	Sex: Female Race: African American Township: Hillsborough Resid/Spec Req: Hillsbr. Town Limits Special Repr:	First Appointed: 04/09/2013 Current Appointment: 04/21/2015 Expiration: 09/30/2016 Number of Terms: 1

Board and Commission Members

And Vacant Positions

Orange County Parks and Recreation Council

Meeting Times: 6:30 pm first Wednesday of each month

Terms: 2

Contact Person: David Stancil

Meeting Place: Chapel Hill / Hillsborough Alternating

Positions: 12

Length: 3 years

Contact Phone: 919-245-2510

Description: Each member of the Council shall be a County resident appointed by the Orange County Board of Commissioners. The Council includes representatives from each of the county's townships plus its municipalities. This council consults with and advises the Department of Environment, Agriculture, Parks and Recreation, and the Board of County Commissioners on matters affecting parks planning, development and operation; recreation facilities, policies and programs; and public trails and open space.

11	Michael Dempsey 7514 Schley Rd Hillsborough NC 27278	Day Phone: 9196245264 Evening Phone: 9196245264 FAX: E-mail: mjdcowz@gmail.com	Sex: Male Race: Caucasian Township: Eno Resid/Spec Req: Eno Township Special Repr: Eno Township	First Appointed: 11/17/2015 Current Appointment: 11/17/2015 Expiration: 12/31/2018 Number of Terms: 1
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12	Dr. Thomas Rhodes 601 Elin Ct. Hillsborough NC 27278	Day Phone: 919-636-077 Evening Phone: 919-644-7300 FAX: E-mail: thrhodes@hotmail.com	Sex: Male Race: Caucasian Township: Hillsborough Resid/Spec Req: At-Large Special Repr: At-Large	First Appointed: 04/21/2015 Current Appointment: 04/21/2015 Expiration: 03/31/2016 Number of Terms:
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Thom Freeman

From: Lynn Hecht
Sent: Monday, April 11, 2016 9:55 AM
To: Thom Freeman
Subject: membership

Haywood Rhodes and John Greeson have both agreed to begin new terms on the PRC. They both had the incomplete terms that ended last month. Is there anything more formal than this that we need to do?

Lynn T. Hecht, MS, Special Projects Coordinator
Orange County

Department of Environment, Agriculture, Parks and Recreation

306A Revere Rd / PO Box 8181 / Hillsborough NC 27278 / 919.245.2510 / <http://www.co.orange.nc.us>



Volunteer Application Orange County Advisory Boards and Commissions

Name: John Greeson
Name Called:
Home Address: 405 Rock Garden Lane
 Hillsborough NC 27278
Phone (Day): 9195311589
Phone (Evening): 9197325207
Phone (Cell): 9196016906
Email: johngreeson@nc.rr.com
Place of Employment: SAS Institute Inc.
Job Title: Manager, Database Services
Year of OC Residence: 2004
Township of Residence: Hillsborough
Zone of Residence: Hillsborough ETJ
Sex: Male
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

2012 – Present: volunteer Soccer coach with Orange County Parks and Recreation Youth Soccer League
 2013 – Present: Triangle SQL Server Users Group
 2014: Member of SQL Saturday Raleigh Conference Board
 2005 – Present: Professional Association for SQL Server
 2014 – Present: Triangle MySQL Users Group

Past Service on Orange County Advisory Boards:

N/A

Boards/Commissions applied for:

Orange County Parks and Recreation Council

Background, education and experience relevant to this board:

As a runner, mountain biker, and a parent of children who participate in multiple youth sports programs provided by Orange County Parks and Recreation, I have broad experience as a consumer of the facilities and services that Orange County provides. I have also served the last 3 years as a volunteer soccer coach with the youth soccer league. I have served on a conference board where we had to plan and run a one day conference with a budget of over \$20K. I have also had to manage a number of different projects in my professional career, as well as handle budgets over \$1 Million.

Reasons for wanting to serve on this board:

I believe that the recreational opportunities in Orange County serve a large part in making this county such a great place to live and work. I hope to help the county further develop and refine the already outstanding offerings we have. I have seen how our offerings have grown and matured over the last 10 years, but I believe there is still much more that can be done to improve recreation opportunities in Orange County.

Conflict of Interest:

Supplemental Questions:

Other Comments:

This application was current on: 10/23/2014 9:12:03 PM

Date Printed: 10/24/2014

Volunteer Application Orange County Advisory Boards and Commissions

Name: Dr. Thomas Rhodes
Name Called:
Home Address: 601 Elin Ct.
 Hillsborough NC 27278
Phone (Day): 919-636-077
Phone (Evening): 919-644-7300
Phone (Cell): 919-636-0677
Email: thrhodes@hotmail.com
Place of Employment: WakeMed Health & Hospitals
Job Title: Clinical Staff Pharmacist
Year of OC Residence: 2011
Township of Residence: Hillsborough
Zone of Residence: Hillsborough ETJ
Sex: Male
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

I am a member of the Orange County Beekeepers Association. Having somewhat recently moved to Orange County and having had time to settle down some, I am looking to get involved in the community by serving on a board.

Past Service on Orange County Advisory Boards:

None

Boards/Commissions applied for:

Orange County Parks and Recreation Council

Background, education and experience relevant to this board:

My background is in healthcare and in education though I have a lifetime of experience in recreation playing community summer baseball and local parks growing up as well as continuing to play league softball during the summer. I am also an Eagle Scout and appreciate the importance of being outdoors and connecting with nature which is important to me.

Reasons for wanting to serve on this board:

I grew up in rural Johnston County on a farm and was active as a youth in various sports and activities. I appreciate the role good community parks have in maintaining a vibrant active community. I also have two young boys who I look forward to taking to parks for recreation and have a vested interest in the development of the parks for their future too.

Conflict of Interest:

Supplemental Questions:

Other Comments:

This application was current on: 12/17/2014 8:05:00 PM

Date Printed: 12/19/2014

Applicant Interest Listing

by Board Name and by Applicant Name

Orange County Parks and Recreation Council

Contact Person: David Stancil

Contact Phone: 919-245-2510

Mr. Brian Rowe3235 Rigsbee Road N
Chapel Hill NC 27514

Day Phone: 919-389-2331

Evening Phone:

Cell Phone:

E-mail: bsrowe67@aol.com

Sex: Male

Race: Caucasian

Township: Chapel Hill

Res. Eligibility:

Date Applied: 10/13/2014

Skills: Accounting Experience

Also Serves On:

Skills: Insurance

Also Serves On:

Mr. Robert Smith5818 Guess Road
Rougemont NC 27572

Day Phone: 732-598-4110

Evening Phone: 919-732-6731

Cell Phone: 732-598-4110

E-mail: bobjr4r@yahoo.com

Sex: Male

Race: Caucasian

Township: Little River

Res. Eligibility: County

Date Applied: 01/13/2016

Skills:

Also Serves On:

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Brian Rowe
Name Called:
Home Address: 3235 Rigsbee Road N
 Chapel Hill NC 27514
Phone (Day): 919-389-2331
Phone (Evening):
Phone (Cell):
Email: bsrowe67@aol.com
Place of Employment: Chapel Hill / Carrboro Chamber of Commerce
Job Title: Finance Director
Year of OC Residence: 2011
Township of Residence: Chapel Hill
Zone of Residence:
Sex: Male
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

Past Service on Orange County Advisory Boards:

Boards/Commissions applied for:

Orange County Parks and Recreation Council

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

Chapel Hill/Orange County Visitors Bureau

Background, education and experience relevant to this board:

Reasons for wanting to serve on this board:

Conflict of Interest:

Supplemental Questions:

Work Experience: OE Enterprises, Inc. - Hillsborough, NC; NC Mutual Life Insurance Company - Durham, NC; Builders Mutual Life Insurance Company - Raleigh, NC

Volunteer Experience: American Red Cross; Jimmy V Celebrity Golf Classic; Special Olympics

Education: Bryant College - Smithfield, RI; BS/BA '89 - Concentration in Finance & Accounting

Other Comments:

I have recently relocated to Orange County from Wake County and have an interest in contributing to my community through volunteer opportunities throughout the county.

STAFF COMMENTS: Originally applied (1/12/2012) for Orange County Emergency Services Work Group, Orange County Parks and Recreation Council, and Chapel Hill/Orange County Visitors Bureau. ADDRESS VERIFICATION: Rigsbee Road N is Orange County Jurisdiction, Eno Fire Tax, and Chapel Hill Township.

This application was current on: 10/13/2014

Date Printed: 10/13/2014

Volunteer Application Orange County Advisory Boards and Commissions

Name: Mr. Robert Smith
Name Called:
Home Address: 5818 Guess Road
Rougemont NC 27572
Phone (Day): 732-598-4110
Phone (Evening): 919-732-6731
Phone (Cell): 732-598-4110
Email: bobjr4r@yahoo.com
Place of Employment: Swedish Imports
Job Title: Automotive Technician
Year of OC Residence: 2005
Township of Residence: Little River
Zone of Residence:
Sex: Male
Ethnic Background: Caucasian

Community Activities/Organizational Memberships:

HYAA board of Directors
Baseball team manager

Past Service on Orange County Advisory Boards:

None

Boards/Commissions applied for:**Orange County Parks and Recreation Council****Background, education and experience relevant to this board:**

Enjoy hunting, fishing, hiking, bicycle riding and being outside on nice days

Reasons for wanting to serve on this board:

To learn more and help in any way I can, I like to use the parks in Orange county and would like to help keep them in good condition.

Conflict of Interest:**Supplemental Questions:****Other Comments:**

This application was current on: 1/13/2016 9:52:51 PM

Date Printed: 1/19/2016

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
4/5/16	Review and consider request by Commissioners Price and McKee that the Board consider a resolution formally opposing House Bill 2, and include importance of open governmental process noted by Commissioner Jacobs	5/5/2016	Chair/Vice Chair/Manager	DONE Proposed Resolution on April 19, 2016 Meeting Agenda
4/5/16	Review and consider request by Commissioners Dorosin and Rich that the Board of Elections Director provide a report to the Board on the March 15 election including information on positive outcomes, problems, provisional ballots cast, voter identification hurdles, number of calls to Our Vote, etc.	5/5/2016	Chair/Vice Chair/Manager & Tracy Reams	Presentation planned for May 5, 2016 Board Meeting
4/5/16	Review and consider request by Commissioner Rich that the regular meeting summary published the day after identify Board members' names in split vote actions	5/5/2016	David Hunt	DONE
4/5/16	Send copy of adopted County Government Week proclamation to National Association of Counties	5/5/2016	Donna Baker	DONE
4/5/16	Pursue and provide information to the Board on County department ability and practices and guidelines for using housing and other funds to assist undocumented residents	5/30/2016	Bonnie Hammersley, John Roberts, & Audrey Spencer-Horsley	County Attorney provided info on Housing funds on April 8, 2016; Additional information to be pursued and provided

INFORMATION ITEM

Memorandum

To: Board of Orange County Commissioners
From: Gayle Wilson, Solid Waste Management Director
Subject: Solid Waste Department Awarded Year-long Interns from UNC's Department of Health Behavior for 2016-17
Date: April 19, 2016

Orange County Solid Waste Management has been awarded four interns from the UNC School of Public Health Department of Health Behavior who will be working through all of the next academic year on improving recycling and waste reduction at apartments in Orange County. The Department was awarded this project through a competitive process put on annually by the Department of Health Behavior to give their Master's candidates an opportunity to develop, demonstrate and measure practical applications of their work to improve health behaviors; solid waste management, at its core, is a public health issue.

The Solid Waste Management Department proposed that a group of interns work on the ongoing challenge of improving recycling and waste reduction at multifamily housing throughout Orange County. A diverse and transient population of over 30,000 lives in over 16,000 multifamily housing in the County and the County provides recycling services to virtually all of them. The Department competed for the Capstone interns with twenty-seven other area agencies and non-profits and were among nine selected.

Annually the UNC Department of Health Behavior solicits projects for its graduate students' Capstone projects as part of their Masters of Public Health degrees. The Departments' intentions for their interns are to:

1. Provide mentored, real-world learning opportunities for HB MPH students;
2. Provide services to, and advance the missions of, local organizations who do public health work; and
3. Produce products that have a positive impact on public health.

The four interns who will be working on the project are Mercedes Brown, Tianyuan Liu, Morgen Palfrey and Katherine Souris. Blair Pollock, County Solid Waste Planner will act as their preceptor assisted by Muriel Williman, the Department's Education and Outreach Coordinator. The team will meet with our staff April 28 to begin planning next year's work.

INFORMATION ITEM



EARL MCKEE, CHAIR
MARK DOROSIN, VICE CHAIR
MIA BURROUGHS
BARRY JACOBS
BERNADETTE PELISSIER
RENEE PRICE
PENNY RICH

Orange County Board of Commissioners
Post Office Box 8181
200 South Cameron Street
Hillsborough, North Carolina 27278

April 13, 2016

Dear Commissioners,

At the Board's April 5, 2016 regular meeting, 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 a request by Commissioners Price and McKee that the Board consider a resolution formally opposing House Bill 2, and include importance of open governmental process noted by Commissioner Jacobs.

Response: Proposed Resolution on April 19, 2016 Meeting Agenda.

- 2) Review and consider a request by Commissioners Dorosin and Rich that the Board of Elections Director provide a report to the Board on the March 15 election including information on positive outcomes, problems, provisional ballots cast, voter identification hurdles, number of calls to Our Vote, etc.

Response: Presentation planned for May 5, 2016 Board Meeting.

- 3) Review and consider a request by Commissioner Rich that the regular meeting summary published the day after identify Board members' names in split vote actions.

Response: Done.

Regards,

Earl McKee, Chair
Board of County Commissioners