



**Orange County  
Board of Commissioners**

**Agenda**

**Business Meeting**

January 16, 2024

7:00 p.m.

Donna S. Baker Meeting Room

Whitted Building

300 West Tryon Street

Hillsborough, NC 27278

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

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

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

**PUBLIC CHARGE**

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

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

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

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

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

- b. Matters on the Printed Agenda

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

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

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

- a. Recognition of Graduates of the 2023 Orange County Youth Preparedness Camp

**5. Public Hearings**



## 6. Regular Agenda

- a. Affordable Housing Advisory Board (AHAB) Funding Recommendations for FY 2023-24 Affordable Housing Capital Investment Plan (CIP) Funds and Remaining 2016 Bond Funds

## 7. Reports

- a. Presentation of School Membership Projections and School Capacity Calculations
- b. Discussion on School and County Capital Planning and Financing Scenarios

## 8. Consent Agenda

- Removal of Any Items from Consent Agenda
  - Approval of Remaining Consent Agenda
  - Discussion and Approval of the Items Removed from the Consent Agenda
- a. Minutes
  - b. Motor Vehicle Property Tax Releases/Refunds
  - c. Property Tax Releases/Refunds
  - d. Late Applications for Property Tax Exemption/Exclusion
  - e. Advertisement of Tax Liens on Real Property
  - f. Manager Signed Intergovernmental Agreements
  - g. Approval of Orange County Transit Service Area Update
  - h. Approval of Orange County 2022 Transit Plan Public Hearing Records
  - i. Orange Unified Transportation Board – Approval of Youth Delegate Position
  - j. Resolution of Approval – Terry Road Farm, LLC Conservation Easement
  - k. Contract Award to CRTS, Inc. for Design and Build of Two (2) Custom 48-Foot Tipper Trailers
  - l. Fiscal Year 2023-24 Budget Amendment #5
  - m. Amendment to the Clean, Inc. Contract for the Visitors Bureau
  - n. Approval of Motorola Solutions, Inc. Contract for Bi-directional Antenna Systems in K-12 Schools

## 9. County Manager's Report

### **Projected January 19, 2024 Board Retreat Items**

Final Strategic Plan  
School and County Facilities and Bond Financing  
Budget Preview

### **Projected January 23, 2024 Assembly of Governments Items**

GARE Update and Online Tool  
Behavioral Health Diversion Facility Update

## 10. County Attorney's Report

## 11. \*Appointments

## 12. Information Items

- December 12, 2023 BOCC Meeting Follow-up Actions List
- Tax Collector's Report – Numerical Analysis
- Tax Collector's Report – Measure of Enforced Collections
- Tax Assessor's Report – Releases/Refunds under \$100



- Memorandum – Orange County Land Use Plan 2050 – Update from Clarion Associates
- Memorandum Regarding Historic Central High School Alumni Meeting
- Memorandum Regarding Short Range Transit Plan and Transportation Multimodal Plan Kick Offs
- Memorandum – Recognition of County Employee Retirements from October 1, 2023 through December 31, 2023

**13. Closed Session**

**14. Adjournment**

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

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

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

**ORANGE COUNTY  
BOARD OF COMMISSIONERS  
ACTION AGENDA ITEM ABSTRACT  
Meeting Date: January 16, 2024**

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

**SUBJECT:** Recognition of Graduates of the 2023 Orange County Youth Preparedness Camp

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**DEPARTMENT:** Cooperative Extension and  
Emergency Services

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**ATTACHMENT(S):**

**INFORMATION CONTACT:**

Jonathon Smith, County Extension  
Director, 919-245-2057  
Sarah Pickhardt, Division Chief of  
Emergency Management, 919-245-  
6135  
Kirby Saunders, Emergency Services  
Director, 919-245-6123

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**PURPOSE:** To recognize Molly Selleck and Layla Woolfolk for fulfilling all requirements to graduate from the 2023 Orange County Youth Preparedness Camp, including completion of the PREP+6 Service project, impacting the disaster readiness level of fourteen (14) area families.

**BACKGROUND:** The Orange County Youth Preparedness Camp is an annual day camp for Orange County teens conducted by Orange County Cooperative Extension and Orange County Emergency Services. The Camp was first offered in 2018 and is based on the National Youth Preparedness Initiative founded by Mississippi State Extension. The Camp has been held annually in Orange County in 2018, 2019, 2022, and 2023.

During the June 26-30, 2023 camp, students engaged with the Federal Emergency Management Agency (FEMA) Community Emergency Response Team (CERT) curriculum, exploring topics from search & rescue to emergency medical services to fire safety. Instructors during the week were County emergency services professionals and members of the Orange County Sheriff's Office, as well as employees with the Department of Social Services. Through experiential learning activities, presenters provided insight with youth into their career paths and responsibilities. Youth also earned CPR/AED certification and participated in a disaster simulation to apply skills learned throughout the week.

In order to officially graduate from the camp, youth are encouraged to impact their community preparedness level by completing the PREP+6 project. This project requires each participating youth to help their own household as well as six other area households develop an emergency preparedness kit and communication plan. The camp participants provide educational resources from FEMA to each household and provide additional guidance on ways to improve the

household's readiness for future disasters. The teen then verifies that the kit has been created and that the communication plan has been completed.

In 2023, Molly Selleck of Chapel Hill and Layla Woolfolk of Carrboro completed the camp graduation requirements and assisted a combined fourteen (14) area households to become better prepared for emergencies. These young leaders now possess the skills to effectively help their communities in the event of an emergency. They also achieved certification in CPR and AED and are better prepared for the future.

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

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

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

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

**RECOMMENDATION(S):** The Manager recommends the Board recognize Molly Selleck and Layla Woolfolk with certificates provided by Cooperative Extension honoring their commitment to personal growth and community preparedness.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

**SUBJECT:** Affordable Housing Advisory Board (AHAB) Funding Recommendations for FY 2023-24 Affordable Housing Capital Investment Plan (CIP) Funds and Remaining 2016 Bond Funds

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**DEPARTMENT:** Housing

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**ATTACHMENT(S):**

Attachment 1: FY 2023-24 Orange  
County Affordable Housing  
Proposal Scoring Matrix  
Attachment 2: Summary of Applications  
Attachment 3: AHAB Applications Scores  
Attachment 4: Resolution  
Attachment 5: December 19, 2023  
Orange County Affordable  
Housing Advisory Board  
(AHAB) Minutes

**INFORMATION CONTACT:**

Erica Cormack, Community Development  
Program Manager, (919) 884-9213  
Bonnie Hammersley, County Manager,  
(919) 245-2300

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**PURPOSE:** To consider adoption of a resolution awarding funds for the FY 2023-24 Capital Investment Plan (CIP) Affordable Housing request for proposals (RFP) process based on the funding recommendations from the Affordable Housing Advisory Board (AHAB).

**BACKGROUND:** The FY 2023-2033 Adopted Capital Investment Plan (CIP) includes \$5 million for Affordable Housing development in each of the fiscal years FY 2023-24, FY 2026-27 and FY 2029-30. A total of \$15 million for affordable housing development will be allocated over the ten-year plan. The FY 2023-24 Affordable Housing funds of \$5 million includes an additional \$700,000 of remaining bond funds from 2016.

Additionally, at its June 20, 2023 Business meeting, the BOCC declared eleven (11) parcels of County-owned land as surplus for affordable housing. The County may:

- Sell the properties by negotiated sale to either a public or private entity for the purpose of developing affordable housing for persons of low to moderate income (the property could be offered for below market rates to serve as a subsidy for the affordable housing project).
- Lease the property to a public or private entity for the purpose of developing affordable housing for persons of low to moderate income (the lease rate could also be negotiated below market rate to serve as a subsidy for the affordable housing project); and
- If there are no developers interested in the above options, sell the property on the private market with the proceeds of the sale dedicated to other affordable housing projects.

On July 26, 2023, a request for proposals (RFP) was released which included the eleven (11) parcels of County-owned land. The eligible proposals are for new construction and/or

rehabilitation for homeownership and/or rental development affordable to low-income households. The proposed projects may be mixed-use and/or mixed income. As outlined in the State of North Carolina's Olmstead settlement agreement, no more than 20% of residential units may be set aside for people with disabilities and land banking is not an eligible use of the funds.

The eligible applicants for funding are non-profit organizations involved in affordable housing and community development (including faith-based organizations), for-profit developers, and joint ventures between eligible non-profit and for-profit entities.

The proposal evaluation scoring matrix (see Attachment 1) considers the following factors for each proposed project:

- (1) income and vulnerable population targeting,
- (2) targeting of households currently living and/or working in Orange County,
- (3) leveraging of other funding sources,
- (4) building and site design, including environmental sustainability and accessibility features,
- (5) community design, including neighborhood compatibility and location,
- (6) community sponsorship, engagement, and support,
- (7) project feasibility, and
- (8) developer experience.

The application cycle opened on July 26, 2023, and closed on Sept 28, 2023. The County received ten (10) proposals. The Affordable Housing Advisory Board (AHAB) reviewed the applications for the 2023-24 CIP Affordable Housing Bond Program on November 14, 2023, and December 19, 2023. Based on the scoring matrix and discussion of the projects, AHAB proposes the following funding recommendations:

	<b>Funding Requested</b>	<b>AHAB Score</b>	<b>Funding Recommendation</b>
Cedar Village (CASA)	\$825,000.00	191.1	\$825,000.00
Homestead Horizons (CASA)	\$3,533,173.00	187.3	\$733,500.00
Davie Circle (EmPOWERMENT, Inc.)	\$500,000.00	158.5	\$500,000.00
Wentworth (EmPOWERMENT, Inc.)	Conveyance of Land	178.1	Conveyance of Land
Homestead (EmPOWERMENT, Inc.)	\$1,000,000.00	150.5	\$825,000.00
East Village (Habitat)	\$3,700,000.00	189.7	\$800,000.00
Hill Street (Pee Wee Homes)	\$166,500.00	178.4	\$166,500.00
Trinity Court (Community Housing Partners)	\$950,000.00	191.3	\$950,000.00
Homestead Gardens (Community Home Trust)	\$900,000.00	176.0	\$900,000.00
Shady Acres	\$6,998,820.00	Incomplete	\$0
<b>Total:</b>	<b>\$18,573,493.00</b>		<b>\$5,700,000.00</b>

The proposals are summarized below with AHAB's funding recommendations, and also addressed in Attachment 2.

**Cedar Village (CASA): \$825,000**

*Community Partners: DR Horton*

The proposal requests funds for the construction of three (3), twenty-four (24) unit residential buildings, and one community building that will serve households at or below 30% to 60% Area Median Income (AMI). The project will also include eight units set aside for referrals from Veterans Bridge Home to address a Town of Hillsborough request for housing to serve veterans with disabilities. Cedar Village will be developed as a Low-Income Housing Tax Credit community to finance the project, allowing CASA to leverage significant private capital and debt with a relatively small funding commitment from local partners. The site is a part of Collins Ridge, a new market-rate subdivision developed by DR Horton, which will comprise over nine hundred (900) total single-family homes, townhomes, and apartments upon completion.

**Homestead Horizons (CASA): \$733,500**

*Community Partners: UNC, Town of Chapel Hill, Self-Help, Community Home Trust and Habitat for Humanity*

The proposal requests funds to develop a thirty-two (32) unit apartment building that will provide affordable housing for households earning less than 30% of the Area Median Income (AMI). The project will be funded with the purpose of assisting in the development of the apartment building, which will be subject to affordability restrictions for at least ninety-nine (99) years. The building will be managed by UNC Horizons and will be operated as supportive housing for low-income families with children headed by women in recovery from substance abuse. Homestead Horizons is part of a larger effort to address the affordable housing crisis in Chapel Hill and will provide much-needed housing options for low-income families in the area.

**Davie Circle (EMPOWERment, Inc.): \$500,000**

*Community Partner(s): N/A*

The proposal requests funds for the acquisition of an existing rental property, which consists of eight (8) affordable housing units in Chapel Hill, NC. This project is for individuals earning between 30%-60% of the Area Median Income (AMI). Specifically, the project aims to acquire eight rental units in a centrally located complex, which offers proximity to the UNC Campus, UNC hospitals, Franklin Street, and numerous other businesses. EMPOWERment aims to allow low-income households to reside in Chapel Hill while ensuring long-term affordability. This property is considered Naturally Occurring Affordable Housing (NOAH) and is currently occupied by seven (7) families in the targeted AMI range 30%-60%.

**Wentworth (EMPOWERment, Inc.): Conveyance of Land for PEACH II**

*Community Partner(s): N/A*

The conveyance of the parcel of land will be used to produce affordable housing in Chapel Hill catering to populations earning below 60% AMI. This project will be called PEACH II and, similar to the PEACH Apartments, it will have access to public transportation. The units will be centrally located, within walking distance to the UNC campus, Hospital, Franklin Street, schools, shopping and other businesses.

**Homestead (EMPOWERment, Inc.): \$825,000***Community Partner(s): N/A*

The proposal requests funds for the acquisition of ten (10) single-family homes located off Homestead Road in Chapel Hill. This project will target people who are earning below 80% AMI. This is a Naturally Occurring Affordable Housing property (NOAH). All ten (10) households are currently occupied and, if funded, the occupants will not be displaced. This project will ensure that communities like this one will remain safe and affordable. In the future, homes that become available will be occupied by individuals who earn between 30% to 60% of the area median income (AMI). These homes will remain affordable. EMPOWERment will identify funds to make needed rehab and repairs and ensure the quality, health, and safety of the homes over the affordability period.

**East Village (Habitat): \$800,000***Community Partner(s): N/A*

The proposal requests funds to develop site infrastructure in contribution to the delivery of seventy-six (76) needed new units of housing in Orange County. Of these units, sixty-four (64) will be affordable Habitat homes sold to first-time homebuyers earning between 30% and 80% of AMI. The remaining twelve (12) units (15%) in East Village will be market-rate homes. The project has a mixed-income design and inclusion of two-story duplexes prioritizes smart density and meaningful community interaction to create social and economic benefits for East Village residents and the broader community.

**Hill Street (Pee Wee Homes): \$166,500***Community Partner(s): N/A*

The proposal requests funds for the development of three (3) residences targeting Orange County community members who have experienced chronic homelessness or are currently homeless and have incomes below 30% AMI. The land these homes will be built on is located within the Northside neighborhood and is right across the street from Baldwin Park and two blocks from downtown Carrboro. By building in this neighborhood, the project leverages an existing community asset to allow for tenants to live independently within the context of community.

**Trinity Court (Community Housing Partners): \$950,000***Community Partner(s): Town of Chapel Hill*

The proposal requests funds for the redevelopment of fifty-four (54) affordable rental units serving households earning from below 30% up to 80% AMI. Trinity Court will be comprised of twenty (20) two-bedroom, twenty (20) three-bedroom, and fourteen (14) one-bedroom units. The range of unit sizes and types will provide opportunities to serve target populations, including individuals, families with children, persons with disabilities, individuals or families transitioning out of homelessness, holders of housing vouchers, and others. Trinity will be developed under the Housing and Urban Development (HUD) Rental Assistance Demonstration Program (RAD), which will provide the property with a forty (40) unit project based rental assistance contract allowing for forty (40) of the fifty-four (54) households to pay no more than 30% of their income towards housing costs. The remaining fourteen (14) units will be subject to Low-Income Housing Tax Credit requirements and income and rent restrictions.

**Homestead Gardens (Community Home Trust): \$900,000**

*Community Partner(s): Self-Help, CASA, Habitat for Humanity of Orange County, and Town of Chapel Hill*

The proposal requests funds for the development of twenty-one (21) townhomes, earmarked for individuals and families earning 65% to 80% AMI. The target population for the project is families and individuals whose income falls within 80% or below the Area Median Income (AMI) threshold and who either reside in or are employed in Orange County. The Homestead Gardens initiative, situated at 2200 Homestead Road in Chapel Hill, represents a pioneering strategy for advancing affordable housing through a distinctive collaborative framework. Notably, among these units, up to three (3) will feature an integrated Accessory Dwelling Unit (ADU), facilitating housing options for those earning below 65% of AMI.

**Shady Acres (Shady Acres, LLC): \$0**

*Community Partner(s): NA*

The proposal requests funds to develop forty-two (42) units. Of the forty-two (42) dwellings, six (6) of the units would be reserved for 30% to 60% AMI, ten (10) of the units would be reserved for 60% to 80% AMI, and all units would serve a Special Needs Population of elderly residents over sixty-two (62) years of age and / or Veterans with a priority on those with disabilities. Located on Sawmill Road in Cedar Grove and within walking distance of Cedar Grove Community Center, this subdivision would provide forty (40) dwellings, two (2) Community Gardens and a Community Amphitheater with a Gathering Room attached.

AHAB's scoring of the applications using the evaluation scoring matrix approved by the Board of Orange County Commissioners earlier this year is detailed in Attachment 3. The Affordable Housing Advisory Board members made the decision to exclude the Shady Acres application based on the application being incomplete.

**FINANCIAL IMPACT:** The FY 2023-2033 Adopted Capital Investment Plan (CIP) includes \$5 million in FY 2023-24 for the purpose of requesting for proposals (RFP) for Affordable Housing development from nonprofit organizations involved in affordable housing and community development (including faith-based organizations), for-profit developers, and joint ventures between eligible non-profit and for-profit entities. Additionally, \$700,000 in remaining funds are included from the November 2016 bond referendum.

**SOCIAL JUSTICE IMPACT:** The following Orange County Social Justice Goals are applicable to this 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: 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: CREATE A SAFE COMMUNITY**

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

**ENVIRONMENTAL IMPACT:** There are no Orange County Environmental Responsibility Goal impacts applicable to this item. Before implementation, all proposed projects will undergo review according to applicable planning, zoning, and environmental health authorities.

**RECOMMENDATION(S):** The Manager recommends that the Board adopt and authorize the Chair to sign the attached Resolution awarding funds for the FY 2023-24 CIP Affordable Housing RFP process based on the funding recommendations from the Affordable Housing Advisory Board (AHAB).

# Orange County Affordable Housing Bond Program Application Scoring Form

FY 2023-24 Capital Investment Plan (CIP) Funding Cycle

**Scorecard Instructions**

Move through each tab of this scorecard and follow the directions at the top of each tab. Throughout the scorecard, only enter information in green boxes; orange boxes will auto-fill. Summary information will appear in the Scorecard Summary section below.

Fill in the applicant name and your name below.

Applicant Name:

Scorer Name:

## Scorecard Summary

Category	Points	Total points possible
1. Income Targeting and Special Needs	<input type="text"/>	<input type="text" value="45"/>
2. Local Residency	<input type="text"/>	<input type="text" value="5"/>
3. Leveraging	<input type="text"/>	<input type="text" value="52"/>
4. Building and Site Design	<input type="text"/>	<input type="text" value="20"/>
5. Community Design	<input type="text"/>	<input type="text" value="20"/>
6. Community Sponsorship/Support	<input type="text"/>	<input type="text" value="20"/>
7. Project Feasibility	<input type="text"/>	<input type="text" value="30"/>
8. Developer Experience	<input type="text"/>	<input type="text" value="42"/>
<b>Total points</b>	<input type="text"/>	<input type="text" value="234"/>

**0. Threshold requirements**

*Place an "X" in the green box by each threshold requirement that has been met.*

The application is complete with all required attachments and was submitted by the established deadline

The project aligns with local affordable housing goals, strategies, and/or adopted policies

Funding is for an eligible activity

**1. Income Targeting and Special Needs (45 Points)**

What income range(s) and population(s) will the proposed project serve?

*Indicate the number of units serving each income range in the green boxes under "Income Targeting." Place an X in one green box under "Special Needs." Orange boxes will auto-fill.*

**Income Targeting**

**Number of units**

61-80% AMI (10 points)

31-60% AMI (15 points)

30% AMI or below (25 points)

Total units

**Prorated points**




Subtotal

**Special Needs<sup>1</sup>**

**Does the project serve people with special housing needs?**

Yes (20 points)

No (0 points)

Subtotal

<sup>1</sup> Defined as people with disabilities, veterans, people experiencing homelessness, holders of Housing Choice or other vouchers, and survivors of domestic violence

TOTAL POINTS

**2. Local Residency (5 Points)**

What percentage of the proposed project will provide housing for Orange County residents?

*Place an "X" in one green box by the appropriate percent of targeted units. Orange boxes will auto-fill.*

Percent of current Orange County residents<sup>1</sup> at sale or lease-up

0-50% (0 points)

50-80% (2 points)

80-100% (5 points)

TOTAL POINTS

<sup>1</sup> Defined as households currently residing or working in Orange County or having resided in Orange County

**3. Leveraging (52 points)**

To what degree does the proposed project include other sources of funds?

Use the space below to calculate leverage, then place an "X" in one green box by the appropriate leveraging ratio. Orange boxes will auto-fill.

Percent Funded by County Funding

81-100% (0 points)

60-80% (3 points)

40-59% (6 points)

20-39% (9 points)

10-19% (15 points)

< 10% (20 points)

Subtotal

*These two are mutually exclusive*

*These two are mutually exclusive*

Other Criteria

Project pays property taxes (2 points)<sup>1</sup>

Project repays bond funds - principal only (3 points)<sup>1</sup>

Project repays bond funds - P + I (10 points)<sup>1</sup>

Project is mixed-income (10 points)<sup>2</sup>

Project is mixed-use (10 points)<sup>3</sup>

<sup>1</sup> These criteria do not apply to nonprofit sponsored projects

<sup>2</sup> Meaning it serves more than one income range (including market rate) and minimizes geographic concentration of affordable units

<sup>3</sup> Meaning it includes non-residential uses that offer access to employment, daily needs, and health and human services

Subtotal

**Calculate leverage**

County funds (including Bond request)

Other funds (non-County)

Percent County funding

TOTAL POINTS

**4. Building and Site Design (20 points)**

*Assign a number of points in the green boxes below according to your best judgment. You may provide a narrative explanation for each.*

Project incorporates sustainable design elements, such as smaller building sizes, use of local/recycled building materials, energy efficient features,<sup>1</sup> LED lighting, water conservation fixtures, efficient HVAC systems, etc. **(up to 5 points)**

**Narrative**

Project provides handicap accessibility and/or incorporates Universal Design<sup>2</sup> **(up to 5 points)**

Project incorporates sustainable community and environmental design elements, such as flexible lot design, low impact development, storm water controls, reduced impervious surface areas, natural or drought-resistant landscaping, or any other additional element that would serve to minimize negative environmental impacts, as Orange County regulations allow **(up to 5 points)**

Project is connected to water and sewer service, will connect to existing service, or will use a community well and sewer system consistent with water and sewer boundary agreements and local standards **(up to 5 points)**

**TOTAL POINTS**

<sup>1</sup> Project meets/exceeds NCHFA energy criteria: [https://www.nchfa.com/sites/default/files/page\\_attachments/QAP20FinalAppendixB.pdf](https://www.nchfa.com/sites/default/files/page_attachments/QAP20FinalAppendixB.pdf)

<sup>2</sup> See: <https://www.wbdq.org/design-objectives/accessible/beyond-accessibility-universal-design>

**5. Community Design (20 points)**

*Assign a number of points in the green boxes below according to your best judgment. You may provide a narrative explanation for each.*

	<b>Narrative</b>
<input type="checkbox"/> Project contributes to a mix of housing within existing neighborhood <b>(up to 3 points)</b>	<div style="background-color: #e0f0e0; height: 20px; border: 1px solid black;"></div>
<input type="checkbox"/> Bonus points for building appearance, quality of construction, compatibility with surrounding housing, ability to foster a sense of a secure community, and contribution to neighborhood revitalization and/or affordable housing preservation (details must be provided by applicant <b>(up to 5 points)</b> )	<div style="background-color: #e0f0e0; height: 20px; border: 1px solid black;"></div> <div style="background-color: #e0f0e0; height: 20px; border: 1px solid black;"></div> <div style="background-color: #e0f0e0; height: 20px; border: 1px solid black;"></div>
<input type="checkbox"/> Project is accessible to services such as healthcare, schools, groceries, etc. <b>(up to 4 points)</b>	<div style="background-color: #e0f0e0; height: 20px; border: 1px solid black;"></div>
<input type="checkbox"/> Public transportation, to include a bus route or on-demand service (or equivalent), and related facilities are available (e.g., bus shelters, accessible stops, etc.) <b>(up to 5 points)</b>	<div style="background-color: #e0f0e0; height: 20px; border: 1px solid black;"></div> <div style="background-color: #e0f0e0; height: 20px; border: 1px solid black;"></div>
<input type="checkbox"/> Project is located in an area of the county traditionally underserved by housing development <b>(up to 3 points)</b>	<div style="background-color: #e0f0e0; height: 20px; border: 1px solid black;"></div> <div style="background-color: #e0f0e0; height: 20px; border: 1px solid black;"></div>
<input type="checkbox"/> <b>TOTAL POINTS</b>	

**6. Community Sponsorship/Support (20 points)**

*Assign a number of points in the green boxes below according to your best judgment. You may provide a narrative explanation for each.*

Applicant can show evidence that they coordinated with other organizations to complement/support the proposed project (up to **6 points**)

**Narrative**

Applicant can show evidence that they involved the intended beneficiaries of the project in the planning process and that the outreach and marketing plan is inclusive (up to **6 points**)

Applicant can demonstrate it has been actively involved, or describe the steps it will take to become actively involved, in the County's Consolidated Planning process to identify and address a housing need related to the proposed project (up to **4 points**)

Applicant has developed, or can demonstrate plans to develop, links with other community activities to provide holistic community services (up to **4 points**)

**TOTAL POINTS**

**7. Project Feasibility (30 points)**

*Assign a number of points in the green boxes below according to your best judgment.*

Applicant can demonstrate site control, zoning compliance, and timely and feasible construction schedule **(up to 10 points)**

Funding (other than County funding) is in place at time of application **(up to 10 points)**

Applicant presents a proposed budget and financial model appropriate based on reasonable assumptions **(up to 10 points)**

**Total points**

## 8. Developer Experience (40 points)

*Assign a number of points in the green boxes below according to your best judgment.*

- Applicant has experience carrying out comparable projects to that proposed and has met regulatory compliance for previous projects **(up to 10 points)**
- Applicant has a proposed team with demonstrated development, managerial, and financial management capabilities in prior projects **(up to 10 points)**
- Applicant and team members have a successful record of meeting proposed budgets and timelines **(up to 10 points)**
- Project sponsor is a nonprofit housing provider **(up to 10 points)**
- Total points**

## Attachment 2

# FY2023-24 CIP AFFORDABLE HOUSING APPLICATION SUMMARY

	CASA - Cedar Village	CASA - Homestead Horizons	EMPOWERment - Davie Circle	EMPOWERment - Wentworth
<b>Funding Request</b>	\$825,000	\$3,533,173	\$500,000	Requesting Land Conveyance
<b>Project Description</b>	Consists of three 24-unit residential buildings and one community building targeting households at or below 30 to 60% AMI	Consists of a 32-unit apartment building targeting households earning less than 30% AMI	Acquisition of a NOAH, consisting of 8 apartments. The target population serves those below 80% AMI	Consists of 10 units, targeting individuals who earn below 80% AMI.
<b># of Affordable Units</b>	72	32	8	10
<b>Incomes</b>	<30% AMI – 28 Units 31-60% AMI – 44 Units	<30% AMI – 32 Units	<30% AMI – 4 Units 31-60% AMI - 4 Units	<30% AMI – 2 Units 31-60% AMI – 8 Units
<b>Project Location</b>	Located off S Churton St, Hillsborough, NC	Located off Homestead Rd, Chapel Hill, NC	Located off Franklin Street. 40 Davie Circle	Located off Wentworth Street, Chapel Hill, NC
<b>% Funded by County</b>	5%	43%	18%	N/A

## FY2023-24 CIP AFFORDABLE HOUSING APPLICATION SUMMARY

EMPOWERment - Homestead	Habitat for Humanity - East Village	Pee Wee Homes - Hill Street	Community Housing Partners – Trinity Court	Community Home Trust – Homestead Gardens
<b>\$1,000,000</b>	\$3,700,000	\$166,500	\$950,000	\$900,000
<b>Acquisition of a NOAH, consisting of 10 apartments. The target population is those earning below 80% AMI</b>	Consists of 64 new townhomes serving residents and workers earning between 30% and 80% AMI	Consists of 3 residences targeting community members making below 30% AMI	Consists of 54 affordable rental units serving households earning from below 30% up to 80% AMI	Consists of 21 townhomes, earmarked for individuals and families earning 65 to 80% AMI
<b>10</b>	64	3	54	19
<b>31-60% AMI – 10 Units</b>	31-60% AMI – 52 Units 61-80% AMI – 12 Units	<30% AMI – 3 Units	<30% AMI – 14 Units 31-60% AMI – 31 Units >61-80% AMI – 9 Units	31-60% AMI – 3 Units >61-80% AMI – 16 Units
<b>Located off Homestead Road, Chapel Hill, NC</b>	Located at 1317 US 70A, Hillsborough, NC.	Located at 106 Hill Street, Carrboro, NC	located at 751 Trinity Court, Chapel Hill, NC	Located off Homestead Rd, Chapel Hill, NC
<b>40%</b>	18%	31%	5%	14%

## Attachment 3

# AHAB SCORES - FY2023-24 CIP APPLICATION

	CASA - Cedar Village	CASA - Homestead Horizons	EMPOWERment - Davie Circle	EMPOWERment - Wentworth	EMPOWERment - Homestead	Habitat for Humanity - East Village	Pee Wee Homes - Hill Street	Community Housing Partners - Trinity Court	Community Home Trust - Homestead Gardens
<i>Bond Request</i>	\$825,000	\$3,533,173	\$500,000	Requesting Land Conveyance	\$1,000,000	\$3,700,000	\$166,500	\$950,000	\$900,000
<i>#Units/Cost Per Unit</i>	72/\$11,458	32/\$110,412	8/\$62,500	N/A	10/\$100,000	64/\$57,813	3/\$55,500	54/\$17,593	21/\$42,857
1) Incomes and Vulnerable Populations	33.35	40.8	26.7	33.4	27.7	35.8	37.5	31.2	25.6
2) Local Residency	5.0	4.8	4.5	3.33	4.67	5.0	4.6	5.0	5.0
3) Leveraging	36.0	16.3	21.9	28.5	14.8	25.8	9.3	32.4	24.8
4) Building and Site Design	17.7	17.3	2.0	12.0	6.4	20.0	19.0	18.7	18.4
5) Community Design	17.5	19.4	19.3	19.2	15.8	17.9	19.6	19.0	17.4
6) Community Sponsorship	16.17	19.0	17.4	18.6	18.2	18.2	19.0	17.4	17.7
7) Feasibility	25.3	29.5	27.5	24.3	23.8	27.8	30.0	28.2	27.7
8) Experience	40.0	40.0	39.3	38.8	39.0	39.2	39.5	39.3	39.3
<b>Total Score</b>	<b>191.1</b>	<b>187.3</b>	<b>158.5</b>	<b>178.1</b>	<b>150.5</b>	<b>189.7</b>	<b>178.43</b>	<b>191.3</b>	<b>176.0</b>

## ORANGE COUNTY BOARD OF COMMISSIONERS

### RESOLUTION AWARDING FUNDS FOR THE FY 2023-24 CAPITAL INVESTMENT PLAN AFFORDABLE HOUSING PROGRAM

BE IT RESOLVED, by the Orange County Board of Commissioners, upon recommendation by the Orange County Affordable Housing Advisory Board, to approve the following awards for the FY 2023-24 Capital Investment Plan Affordable Housing Program:

#### CASA

Funds will be allocated to CASA as a grant for development of three (3) 24-unit residential buildings and one community building in Hillsborough. Units will be used for households at or below 30%-60% AMI (*Requested amount: \$825,000*) **\$825,000**

Funds will be allocated to CASA for the development of a thirty-two (32) unit apartment building in Chapel Hill that will provide affordable housing for households earning less than 30% of the Area Median Income (AMI). (*Requested amount: \$3,533,173*) **\$733,500**

#### EMPOWERment, Inc.

Funds will be allocated to EMPOWERment, Inc. for the acquisition of an existing rental property, which consists of eight (8) affordable housing units in Chapel Hill, NC. This project is for individuals earning between 30%-60% of the Area Median Income (AMI) (*Requested amount: \$500,000*) **\$500,000**

The county will transfer parcels 9778941099, 9778941081, and 9778930971 to EMPOWERment, Inc. (*Request, Conveyance of Land*)

#### **Conveyance of Land**

Funds will be allocated to EMPOWERment, Inc. for the acquisition of ten (10) single-family homes located off Homestead Road community in Chapel Hill. This project will target people who are earning below 80% AMI. (*Requested amount: \$1,000,000*) **\$825,000**

#### Habitat for Humanity of Orange County

Funds will be allocated to Habitat for Humanity of Orange County for the development of site infrastructure in contribution to the delivery of seventy-six (76) needed new units of housing in Orange County. Of these units, sixty-four (64) will be affordable Habitat homes sold to first-time homebuyers earning from 30%-80% of AMI. (*Requested amount: \$3,700,000*) **\$800,000**

#### Pee Wee Homes

Funds will be allocated to Pee Wee Homes for the development of three (3) residences targeting Orange County community members who have experienced chronic homelessness or are currently homeless and have incomes below 30% AMI. (*Requested amount: \$166,500*) **\$166,500**

**Community Housing Partners**

Funds will be allocated to Community Housing Partners for the redevelopment of fifty-four (54) affordable rental units serving households earning from below 30% up to 80% AMI. Trinity Court will be comprised of twenty (20) two-bedroom, twenty (20) three bedroom, and fourteen (14) one-bedroom units in Chapel Hill  
*(Requested amount: \$950,000)* **\$950,000**

**Community Home Trust**

Funds will be allocated to Community Home Trust for the development of twenty-one (21) townhomes, earmarked for individuals and families earning 65%-80% AMI in Chapel Hill  
*(Requested amount: \$900,000)* **\$900,000**

This is the 16th day of January, 2024.

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Jamezetta Bedford, Chair  
 Orange County Board of Commissioners

SEAL



**Orange County Affordable Housing Advisory Board (AHAB) Minutes**

Tuesday, December 19th, 2023 at 6:00 PM

Whitted BOCC Meeting Room

**Members Present:** Kyle Myers, Andrew Robinson, Lynn Nilson, Dion Graham, Hasan Abdullah, Holly Meschko, Mary T.

**Staff Present:** Bonnie Hammersley (Interim Director, Housing), Travis Myren (Interim County Manager), Erica Cormack (Community Development Manager, Housing), Thomas McCallister (Community Development Analyst, Housing)

- I. **Call to Order: 6:03**
- II. **Approval of minutes (5 minutes)**

Lynn moved to approve minutes, approved by holly and seconded by kyle

- III. **Updates (10 minutes)**
  - a. **Board Members**

No member updates

- b. **Staff**

Lynn: Lets approve the meeting minutes. Does anybody have any questions? Okay, any changes or edits? Okay. Could I have a motion to approve the minutes?

Holly: I motion

Kyle: Second

Lynn: The November agenda is approved. Are there any member updates?

Erica: We do have staff updates. In our January meeting, we're gonna have to work on our annual report and work plan instead of having outside agency presentations. Then for our March meeting, we will do outside agency scoring and February meeting, we'll do outside agency presentations. Do you have any other staff updates?

Bonnie: I'm Bonnie Hamersley, I'm the Orange County Manager. I've currently been acting as the interim housing director for the last two months. I'm here tonight just to provide any clarification you all might need. Also, Travis Mirren, my deputy manager is on the zoom, he will provide clarification on the leveraging. We did change the process a little with the scoring sheet and we hope going forward, that we will keep this format. We appreciate the important work you're doing.

Kyle: February outside agency presentations, and March outside agency scoring, that means that no decisions will be made until that time?

Erica: Until the March meeting

Kyle: There are applicants who had some deadlines with the towns that expire before that so that's something we probably need to communicate.

Bonnie: The outside agency presentations are for fiscal year 2024-25 funding. Outside agencies applications are due January 15, the county reviews those and then we distribute them. Then in late March, I meet with every outside agency after you all have listened to and ranked them. They do not receive funding until July 1 of 2024 because I make a recommendation to the Board of Orange County Commissioners as to what their funding should be. That shouldn't change anything for outside agencies because they don't usually know what their funding is until May 2nd, when I present the recommended budget to the board.

Kyle: Wasn't there some 2023 money also involved?

Bonnie: That's what we're talking about tonight. This is the RFP for affordable housing money. \$5 million was for CIP and then there was \$700,000 that was heldover from the bond. That's why we have \$5.7 million tonight. That is separate of the outside agencies. Our hope is that what we complete tonight we will be able to take to the board on January 16 for approval.

Holly: I had a question. When I was doing the scoring, I saw in the column, a smaller number, and when I did the scoring there was a higher number. I don't understand why that was.

Erica: Thomas went through and made sure that the scoring was consistent.

Holly: Okay, thanks.

#### **IV. Score RFP Applications (75 minutes)**

Erica: So what staff have done is we've gone through every application, and we're just showing the average awards for each one.

Lynn: I had a question about how the local and residency was tabulated, because I weighted them. Did everybody else do it that way?

Hasan: I had a similar question, if you're talking about the AMI categories, I struggled on how to weight them based on the different AMI categories the application was requesting. In addition I think that quantity matters and in the scoring I think that nuance was missed.

Lynn: So that we're consistent, how did everybody calculate that?

Erica: Also, Thomas updated some of the scores. Did you want to talk about that?

Thomas: There were some scores that did not reflect the scorecard accurately so scores that went over the highest possible score on the scorecard, I just applied the highest possible score. That's essentially all that I changed.

Bonnie: I made a mistake on the AMI portion when I drafted the form and someone caught that correct?

Erica: Yes, Thomas and I caught and corrected that.

Lynn: Does anyone have more questions about allocating percentage of units?

Kyle: Clarifies his approach scoring AMI percentage.

Erica: The 45 should have also included the special needs population.

Andrew: Expresses concern with scoring and states that we need to fix scoring matrix moving forward in order to avoid the problems.

Kyle: I thought it was very helpful the way that you guys broke up the three different empowerment projects.

Bonnie: Travis do you want to provide some clarification on how we scored applicants that used county land?

Travis: Applicants using a county parcel, that site control is pretty much guaranteed so they should score perfectly on that metric.

#### **a) Discussion on Final Scores**

Mary: expresses her surprise with leveraging being 20 points below.

Kyle: I believe CHP should be the top of the list because it's shovel ready. They can start building it immediately. So I agree that it should have scored the highest.

Andrew: States that he agrees, it makes sense for CHP to be at the top of the list because they are shovel ready.

Hasan: I agree with Kyle, shovel ready is really important to me.

#### **b) Discussion on Pee Wee Homes**

Travis: Explained the role of leveraging in the scorecard and the importance of external funding.

Lynn: Noted that many Pee Wee Homes project elements in the leveraging section are not applicable.

Holly: Voiced her support for Pee Wee Homes' high score.

Hasan: Raised concerns about the income targeting category possibly inflating Pee Wee Homes' score.

Kyle: Pointed out the impact of larger projects over smaller ones when considering cost per unit. RFP Creation and Review

Lynn: Suggested collaboration between the board and staff for the next RFP due to existing confusion.

Bonnie: Agreed to have the board review the next RFP, which she has revised.

**c) Discussion on Empowerment (Wentworth)**

Kyle: Asks if this should be included since it was just for land conveyance.

Bonnie: Explains that this RFP includes land conveyance.

Lynn: Asks for clarification on Wentworth building plans.

Erica: Explains the Wentworth building plans.

Kyle: Explains that he did not give Wentworth high scores on the leveraging section because many of the fields were not applicable, also explains special needs scoring confusion.

**d) Discussion on CHT**

Kyle: Expresses that he scored CHT higher than other members.

**e) Discussion on CASA (Cedar Village)**

Lynn: Praised the project's location and cost-to-unit ratio.

Holly: Noted changes in the project's scope over time.

**f) Discussion on Habitat for Humanity**

Kyle: Explained his higher scoring for Habitat, particularly in the leveraging section.

Lynn: Expressed a desire for more emphasis on environmental sustainability in project scoring.

**g) Discussion on CASA (Homestead)**

Kyle: Asks if the scoring for leveraging is low due to the amount of county funds being requested.

Lynn: Confirms this is why they scored low in the leveraging section, Explains this would be part of the larger homestead project.

Kyle: Voices his concerns about the homestead project due to CASA's finances

**h) Discussion on Empowerment (Davie Circle)**

Erica: Highlighted that this is a NOAH project, seeking clarity on future scoring for such projects.

Kyle: Agrees with Erica that it is important the board score NOAH's move favorably moving forward, Commented on the low building design score due to the project's existing structure and lack of renovation plans.

Lynn: Agrees the lack of renovation plans are the reasons for her low scores as well.

Lynn: How old is the property?

Erica: Explains it was built in the 1960's.

Lynn: Expresses her wish for the board to see the properties to see if it is a good use of county funds, asks for clarification on what Empowerment is purchasing exactly.

Kyle: Explains that it is impossible to acquire and renovate existing affordable housing quickly however this is a better option than building new affordable housing units.

Hasan: Asks for clarification concerning the application funding request.

Lynn: Clarifies that Empowerment are asking \$500,000 for this project.

Hasan: Expresses his dismay at the projects score

Kyle: Explains this has been scored low because the scorecard does not necessarily reflect the project correctly.

Hasan: Expresses his wish for the board to be more thoughtful when reviewing this project.

Lynn: suggests that this is something we take into account when fixing the scores in the future.

Kyle: Explains that he would have previously scored empowerment as a zero for many criteria however his opinion has changed due to the context

#### **i) Discussion on Empowerment (Homestead)**

Kyle: Explains the situation regarding the empowerment project: "Once again, empowerment has received a low score. This is due to the scoring sheet's incompatibility with the project's nature, despite my personal support for the project."

Lynn: Expresses confusion about the funding amount requested by Empowerment.

Kyle: clarifies the request: "Empowerment is asking for \$1,000,000 in CIP Funds for this project."

Lynn: I'm in favor of funding this project. However, I'm confused about the requested amount. Empowerment included an agency budget, but there's no specific budget for the project itself.

Kyle: Agrees with Lynn's observation about the lack of clarity in the funding request.

#### **j) Discussion on Final Funding Recommendations**

Erica: Explains that the board has the option to fully, partially, or not fund projects.

Kyle: States that board members can recommend affordable housing projects to the BOCC regardless of their scoring. Inquires about the next availability of funding.

Bonnie: Clarifies that CIP funding will next be available in 2025.

Hasan: Questions the progression of projects with only partial funding.

Lynn: Remarks that it's uncertain how projects would proceed with partial funding.

Dion and Hasan: Emphasize the need for the board to understand the impacts of partially funding projects.

Bonnie: Asks if partial HOME funding aids projects.

Erica: Responds that HOME often provides partial funding without issues in past projects.

Kyle: Mentions examples of fully funded projects that still faced delays. Suggests prioritizing applicants needing funds more. Seeks clarification on Trinity Place applicant.

Holly: Requests identification of the Trinity Place applicant.

Kyle: Identifies Trinity Place as CHP, noting his familiarity due to near involvement in its development.

Andrew: Argues for funding allocation based on scoring, not deviating significantly from it.

Kyle and Andrew: Request a combined scoring and funding display on an Excel sheet.

Kyle: Proposes specific funding amounts for several projects and a land conveyance. Advocates for the CASA project but recuses himself from scoring due to involvement.

Hasan: Questions Kyle's involvement in the CASA project.

Kyle: Elaborates on his role in the CASA project.

Erica: Urges further discussion on NOAH's project.

Lynn: Notes that CASA project will be partially funded by CIP funds.

Hasan: Suggests full funding for Cedar Village.

Holly and Andrew: Agree with full funding for Cedar Village, Andrew expresses funding concerns for other projects.

Kyle: Discusses implications of fully funding Davie Circle on other projects.

Holly and Hasan: Advocate for prioritizing Davie Circle due to potential funding challenges.

Lynn: Expresses frustration over lack of information for decision-making.

Kyle and Lynn: Ask about the possibility of conditional funding.

Bonnie: Clarifies that final funding decisions rest with the BOCC.

Holly: Concerns about inadequate support for non-new construction projects impacting affordable housing.

Lynn: Proposes funding for Empowerment projects, with remaining funds to CASA Homestead Horizons.

Andrew: Suggests explaining any deviations from scoring in funding decisions.

Bonnie: Inquires about remaining funds.

Erica and Thomas: Address issues with the funding tab in the PowerPoint.

Hasan: Supports the board's decision but expresses personal reservations about fully funding Empowerment Homestead due to low scoring.

Mary: Concurs with Hasan's concerns.

Board: Agrees to fund Habitat \$733,500.

Kyle: Points out Habitat receiving more funding than higher-scoring projects.

Board: Revises Habitat funding to \$800,000, adjusting other project funds accordingly.

Bonnie: Notes that funding request percentages will be shown in the board presentation.

Holly: Supports Empowerment.

Lynn: Motions to approve the allocation of funds.

Andrew and Holly: Support and second the motion, respectively.

Board: Unanimously votes to approve the funding suggestions.

**V. Adjourn: 7:52 PM**

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

**SUBJECT:** Presentation of School Membership Projections and School Capacity Calculations

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**DEPARTMENT:** County Manager

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**ATTACHMENT(S):**

Attachment 1. OREd Out of Capacity Tables

Attachment 2. Woolpert School Capacity Calculations for Orange County

**INFORMATION CONTACT:**

Kirk Vaughn, (919) 245-2153

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**PURPOSE:** To receive presentations from the NC State Operations Research and Education Laboratory (OREd) on its ten-year school membership projections and from County staff on utilizing the Woolpert capacity calculation.

**BACKGROUND:** Over the past year, the School Capital Needs Workgroup and the SAPFOTEC, a technical advisory committee, have discussed making improvements to the School Adequate Public Facilities Ordinance (SAPFO) enrollment projection and capacity determination process, based on commonly identified limitations of the process. The County has worked with OREd and Woolpert to develop alternative enrollment projection and capacity calculations frameworks. OREd and County staff will present these updated frameworks.

**OREd Enrollment Projections**

The County currently projects future enrollment through a series of mathematical formulas based on historic enrollment. Through the Certificate of Adequate Public Schools (CAPS) test, the County receives information from Chapel Hill, Carrboro, Hillsborough, and the County's planning departments regarding future residential development, but does not directly utilize that information in the future year projections.

Through a review of peer counties, County planning staff identified that most nearby counties use OREd to provide student enrollment projections. Both districts also have worked with OREd in prior years, and Orange County Schools is currently working with OREd through its ongoing redistricting process.

OREd utilizes land-use and future residential development projections directly in its ten-year enrollment projections. It determines the student generation rates of specific neighborhoods and makes estimates of generation rates of future developments based on similar existing

neighborhoods. OREd has worked with the districts and the planning departments of the County and all municipalities, including Mebane, to make its own enrollment projections for both districts.

### Woolpert Capacity Calculations

The current SAPFO utilizes the building capacity estimates based on state and school district guidelines as established in 2002. The capacity estimates have been updated based on renovations, additions, and changes to state guidelines in the intervening decades, but the underlying base assumptions have not been reviewed in that time. The base assumptions also have not been updated to accommodate Pre-K and Exceptional Children (EC) classrooms.

As a part of the Woolpert assessment and long-term capital planning contract, the consultants went through each school building and conducted a thorough review of the size, condition, and type of each room. After accounting for each type of room present in each building, Woolpert was able to make its own capacity estimates for the districts. These estimates can exclude the classrooms that the districts have identified as being reserved for Pre-K. EC classrooms are calculated as having a much smaller capacity than general classrooms. The estimates also have a formula to account for course diversity, like arts, band and languages classes that require different rooms. It prorates the capacity of each school to 95% at the Elementary level, 85% at the Middle School level and 75% at the High School level. Based on utilizing the Woolpert capacity framework, capacity in the districts increases by 78 students. If the Board of Commissioners changes capacity policy to exclude Pre-K classrooms, the capacity drops by 574 seats, resulting in a net decrease of 496. The table below illustrates the changes in calculation at both districts and at each level.

Chapel Hill - Carrboro City Schools	Elementary	Middle	High	Total
SAPFO Capacity	5664	2944	3975	12583
Woolpert Capacity (/excluding Pre-K)	5704 / 5334	2993	3701	12398 / 12028
Difference (/excluding Pre-K)	+40 / -330	+49	-274	-185 / -555

Orange County Schools	Elementary	Middle	High	Total
SAPFO Capacity	3361	2166	2939	8466
Woolpert Capacity (/excluding Pre-K)	3655 / 3451	2396	2678	8729 / 8525
Difference (/excluding Pre-K)	+294 / +90	+230	-261	+263 / +59

In reviewing the OREd projections against both capacity models, no district exceeds the CAPS threshold of 105%, 107% or 110% for Elementary, Middle and High School. That threshold represents the point at which CAPS could no longer be issued for new developments, and the County must plan for a school expansion. In both districts, the high school enrollment will exceed 100% capacity at different points in the 10-year horizon with the Woolpert Capacity calculation.

**FINANCIAL IMPACT:** There is no financial impact associated with the presentations.

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

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

**RECOMMENDATION(S):** The Manager recommends that the Board receive the presentations of the OREd Enrollment Projections and the Woolpert Capacity Calculations, provide comments and questions, and consider the impact of amending the SAPFO process to utilize these frameworks.

**Chapel Hill-Carrboro City Schools Out-of-Capacity Table**

- 1. 2023-24 November membership data provided by CHCCS
- 2. Capacities provided by SAPFO (11/2023)
- 3. Pre-K enrollment not included.

**Elementary Schools (K-5)**

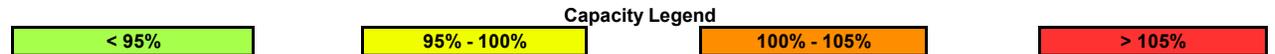
	Capacities	Enrollment	Forecasted Month-1 ADM									
	2023-24	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
Northside Elementary	568	373	370	364	345	352	355	360	364	372	375	379
Carrboro Elementary	518	488	489	484	489	493	492	507	513	523	529	534
Seawell Elementary	450	430	434	442	435	433	450	470	473	486	487	481
Ephesus Elementary	436	355	356	352	380	402	404	412	416	425	430	434
Estes Hills Elementary	516	339	334	327	334	342	346	347	350	358	361	365
FPG Elementary	522	509	493	492	484	491	489	491	497	507	512	517
Glenwood Elementary	412	411	412	421	428	423	414	428	439	444	457	463
McDougle Elementary	548	466	458	441	455	449	454	464	468	478	483	488
Scroggs Elementary	558	382	363	363	348	355	348	361	365	373	377	380
Morris Grove Elementary	568	397	380	351	354	364	357	372	376	384	388	392
Rashkis Elementary	568	425	413	405	396	400	405	404	403	412	417	419
<b>Totals</b>	<b>5664</b>	<b>4575</b>	<b>4502</b>	<b>4442</b>	<b>4448</b>	<b>4505</b>	<b>4514</b>	<b>4616</b>	<b>4665</b>	<b>4762</b>	<b>4815</b>	<b>4852</b>

**Middle Schools (6-8)**

McDougle Middle	732	708	705	712	689	679	647	645	640	622	649	656
Culbreth Middle	774	674	667	661	652	628	630	623	626	599	632	592
Phillips Middle	706	583	563	604	604	575	570	590	625	619	630	635
Smith Middle	732	751	762	734	739	743	729	708	706	697	727	742
<b>Totals</b>	<b>2944</b>	<b>2716</b>	<b>2697</b>	<b>2712</b>	<b>2684</b>	<b>2625</b>	<b>2576</b>	<b>2566</b>	<b>2597</b>	<b>2537</b>	<b>2639</b>	<b>2624</b>

**High Schools (9-12)**

Carrboro High	800	885	893	900	899	923	899	899	875	882	872	869
Chapel Hill High	1620	1642	1625	1658	1667	1647	1677	1637	1635	1620	1589	1607
East Chapel Hill High	1515	1412	1390	1359	1323	1322	1302	1281	1263	1279	1271	1292
Phoenix Academy High	40	35	38	38	38	38	38	38	38	38	38	38
<b>Totals</b>	<b>3975</b>	<b>3974</b>	<b>3946</b>	<b>3955</b>	<b>3926</b>	<b>3930</b>	<b>3916</b>	<b>3856</b>	<b>3811</b>	<b>3818</b>	<b>3771</b>	<b>3806</b>
<b>System Total</b>	<b>12583</b>	<b>11265</b>	<b>11145</b>	<b>11108</b>	<b>11058</b>	<b>11060</b>	<b>11006</b>	<b>11038</b>	<b>11073</b>	<b>11117</b>	<b>11225</b>	<b>11282</b>



## Chapel Hill-Carrboro City Schools Out-of-Capacity Table

1. 2023-24 November membership data provided by CHCCS
2. Capacities provided by Woolpert (11/2023)
3. Pre-K enrollment not included.

### Elementary Schools (K-5)

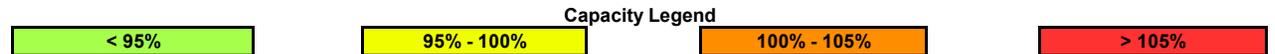
	Capacities	Enrollment	Forecasted Month-1 ADM									
	2023-24	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
Northside Elementary	523	373	370	364	345	352	355	360	364	372	375	379
Carrboro Elementary	500	488	489	484	489	493	492	507	513	523	529	534
Seawell Elementary	333	430	434	442	435	433	450	470	473	486	487	481
Ephesus Elementary	493	355	356	352	380	402	404	412	416	425	430	434
Estes Hills Elementary	500	339	334	327	334	342	346	347	350	358	361	365
FPG Elementary	542	509	493	492	484	491	489	491	497	507	512	517
Glenwood Elementary	400	411	412	421	428	423	414	428	439	444	457	463
McDougle Elementary	537	466	458	441	455	449	454	464	468	478	483	488
Scroggs Elementary	482	382	363	363	348	355	348	361	365	373	377	380
Morris Grove Elementary	537	397	380	351	354	364	357	372	376	384	388	392
Rashkis Elementary	486	425	413	405	396	400	405	404	403	412	417	419
<b>Totals</b>	<b>5333</b>	<b>4575</b>	<b>4502</b>	<b>4442</b>	<b>4448</b>	<b>4505</b>	<b>4514</b>	<b>4616</b>	<b>4665</b>	<b>4762</b>	<b>4815</b>	<b>4852</b>

### Middle Schools (6-8)

McDougle Middle	772	708	705	712	689	679	647	645	640	622	649	656
Culbreth Middle	775	674	667	661	652	628	630	623	626	599	632	592
Phillips Middle	734	583	563	604	604	575	570	590	625	619	630	635
Smith Middle	712	751	762	734	739	743	729	708	706	697	727	742
<b>Totals</b>	<b>2993</b>	<b>2716</b>	<b>2697</b>	<b>2712</b>	<b>2684</b>	<b>2625</b>	<b>2576</b>	<b>2566</b>	<b>2597</b>	<b>2537</b>	<b>2639</b>	<b>2624</b>

### High Schools (9-12)

Carrboro High	851	885	893	900	899	923	899	899	875	882	872	869
Chapel Hill High	1535	1642	1625	1658	1667	1647	1677	1637	1635	1620	1589	1607
East Chapel Hill High	1275	1412	1390	1359	1323	1322	1302	1281	1263	1279	1271	1292
Phoenix Academy High	40	35	38	38	38	38	38	38	38	38	38	38
<b>Totals</b>	<b>3701</b>	<b>3974</b>	<b>3946</b>	<b>3955</b>	<b>3926</b>	<b>3930</b>	<b>3916</b>	<b>3856</b>	<b>3811</b>	<b>3818</b>	<b>3771</b>	<b>3806</b>
<b>System Total</b>	<b>12027</b>	<b>11265</b>	<b>11145</b>	<b>11108</b>	<b>11058</b>	<b>11060</b>	<b>11006</b>	<b>11038</b>	<b>11073</b>	<b>11117</b>	<b>11225</b>	<b>11282</b>



## Orange County Schools Out-of-Capacity Table

1. 2023-24 November membership data provided by OCS
2. Capacities provided by SAPFO (11/2023)
3. Pre-K enrollment not included.

Capacities	Enrollment	Forecasted Month-1 ADM									
		2023-24	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32

### Elementary Schools (K-5)

Central Elementary	428	291	285	285	290	293	305	316	334	342	347	354
Efland Cheeks Elementary	455	526	534	528	549	563	564	571	561	558	569	570
Grady Brown Elementary	490	406	402	414	418	419	419	417	416	412	414	414
Hillsborough Elementary	420	437	437	437	437	437	437	437	437	437	437	437
New Hope Elementary	526	527	514	510	522	528	528	544	549	551	558	558
Pathways Elementary	540	312	315	307	305	308	301	292	284	286	281	284
River Park Elementary	502	556	554	558	552	560	563	579	584	587	595	595
<b>Totals</b>	<b>3361</b>	<b>3055</b>	<b>3042</b>	<b>3039</b>	<b>3074</b>	<b>3108</b>	<b>3117</b>	<b>3157</b>	<b>3164</b>	<b>3173</b>	<b>3200</b>	<b>3211</b>

### Middle Schools (6-8)

A L Stanback Middle	740	633	639	633	655	644	662	663	670	676	696	698
Gravelly Hill Middle	700	411	406	463	475	508	525	562	578	593	616	627
Orange Middle	726	535	530	547	553	541	544	540	542	536	534	538
<b>Totals</b>	<b>2166</b>	<b>1579</b>	<b>1575</b>	<b>1643</b>	<b>1684</b>	<b>1694</b>	<b>1731</b>	<b>1765</b>	<b>1790</b>	<b>1806</b>	<b>1845</b>	<b>1863</b>

### High Schools (9-12)

Cedar Ridge High	1500	1117	1138	1172	1143	1157	1174	1173	1220	1250	1266	1312
Orange High	1399	1222	1239	1180	1191	1253	1265	1295	1334	1365	1377	1425
Partnership Academy	40	43	42	42	42	42	42	42	42	42	42	42
<b>Totals</b>	<b>2939</b>	<b>2382</b>	<b>2419</b>	<b>2394</b>	<b>2376</b>	<b>2452</b>	<b>2481</b>	<b>2510</b>	<b>2596</b>	<b>2657</b>	<b>2684</b>	<b>2779</b>

### System Total

<b>8466</b>	<b>7016</b>	<b>7035</b>	<b>7076</b>	<b>7133</b>	<b>7253</b>	<b>7328</b>	<b>7432</b>	<b>7550</b>	<b>7636</b>	<b>7730</b>	<b>7854</b>
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Utilization Legend

< 95%	95% - 100%	100% - 105%	> 105%
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## Orange County Schools Out-of-Capacity Table

1. 2023-24 November membership data provided by OCS

2. Capacities provided by Woolpert (11/2023)

3. Pre-K enrollment not included.

Capacities	Enrollment	Forecasted Month-1 ADM									
		2023-24	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32

### Elementary Schools (K-5)

Central Elementary	408	291	285	285	290	293	305	316	334	342	347	354
Efland Cheeks Elementary	500	526	534	528	549	563	564	571	561	558	569	570
Grady Brown Elementary	412	406	402	414	418	419	419	417	416	412	414	414
Hillsborough Elementary	556	437	437	437	437	437	437	437	437	437	437	437
New Hope Elementary	542	527	514	510	522	528	528	544	549	551	558	558
Pathways Elementary	479	312	315	307	305	308	301	292	284	286	281	284
River Park Elementary	556	556	554	558	552	560	563	579	584	587	595	595
<b>Totals</b>	<b>3453</b>	<b>3055</b>	<b>3042</b>	<b>3039</b>	<b>3074</b>	<b>3108</b>	<b>3117</b>	<b>3157</b>	<b>3164</b>	<b>3173</b>	<b>3200</b>	<b>3211</b>

### Middle Schools (6-8)

A L Stanback Middle	877	633	639	633	655	644	662	663	670	676	696	698
Gravelly Hill Middle	695	411	406	463	475	508	525	562	578	593	616	627
Orange Middle	824	535	530	547	553	541	544	540	542	536	534	538
<b>Totals</b>	<b>2396</b>	<b>1579</b>	<b>1575</b>	<b>1643</b>	<b>1684</b>	<b>1694</b>	<b>1731</b>	<b>1765</b>	<b>1790</b>	<b>1806</b>	<b>1845</b>	<b>1863</b>

### High Schools (9-12)

Cedar Ridge High	1328	1117	1138	1172	1143	1157	1174	1173	1220	1250	1266	1312
Orange High	1310	1222	1239	1180	1191	1253	1265	1295	1334	1365	1377	1425
Partnership Academy	40	43	42	42	42	42	42	42	42	42	42	42
<b>Totals</b>	<b>2678</b>	<b>2382</b>	<b>2419</b>	<b>2394</b>	<b>2376</b>	<b>2452</b>	<b>2481</b>	<b>2510</b>	<b>2596</b>	<b>2657</b>	<b>2684</b>	<b>2779</b>

### System Total

<b>8527</b>	<b>7016</b>	<b>7035</b>	<b>7076</b>	<b>7133</b>	<b>7253</b>	<b>7328</b>	<b>7432</b>	<b>7550</b>	<b>7636</b>	<b>7730</b>	<b>7854</b>
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**Utilization Legend**

< 95%	95% - 100%	100% - 105%	> 105%
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<b>Woolpert Capacity Calculations for Orange County</b>					
<b>Level</b>	<b>Level Capacity Adjustment</b>	<b>Class Type</b>	<b>Students/Rm</b>	<b>Total Rooms</b>	<b>Total Capacity</b>
HS	75%	Art Classroom	22	12	198.0
HS	75%	Band Classrooms	38	6	171.0
HS	75%	Orch./Strings Classrooms	42	2	63.0
HS	75%	Drama Classroom/Black Box/Theater Arts	42	7	220.5
HS	75%	Classroom - Core Academics	22	245	4,042.5
HS	75%	CTE-GeneralHigh-Bay Space	21	8	126.0
HS	75%	CTE General Lab	19	17	242.3
HS	75%	Fitness Weight Room	19	11	156.8
HS	75%	Gymnasium (Main)	38	7	199.5
HS	75%	Science Classroom/Lab Combo	22	50	825.0
HS	75%	EC Life Skills Classroom	8	3	18.0
HS	75%	EC Self-Contained Classroom	8	6	36.0
HS	100%	Alternative High School*	40	2	80.0
MS	85%	Art Classroom	22	10	187.0
MS	85%	Band/Orch./Strings Classrooms	38	8	258.4
MS	85%	Classroom - Core Academics	22	193	3,609.1
MS	85%	CTE General Lab	19	13	210.0
MS	85%	Fitness Weight Room	19	3	48.5
MS	85%	Gymnasium (Main)	38	7	226.1
MS	85%	Science Classroom/Lab Combo	22	44	822.8
MS	85%	EC Self-Contained Classroom	8	4	27.2
ES	95%	Classroom - Core Academics	19.5	465	8,614.1
ES	95%	Classroom Pre-K**	0	31	-
ES	95%	EC Self-Contained Classroom	12	15	171.0
<b>Total</b>					<b>20,552.6</b>

\* The districts' two alternative high schools are calculated at their current capacity estimate, rather than estimated by number of classrooms.

\*\* Pre-K reserved classrooms provided by districts.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS  
ACTION AGENDA ITEM ABSTRACT  
Meeting Date: January 16, 2024**

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

**SUBJECT:** Discussion on School and County Capital Planning and Financing Scenarios

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**DEPARTMENT:** County Manager, Finance and Administrative Services, and Asset Management Services (AMS)

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**ATTACHMENT(S):**

- Attachment 1. Financing Scenario Illustrations
- Attachment 2. O'Brien Atkins Facility Master Plan
- Attachment 3. Woolpert School Facility and Optimization Plan

**INFORMATION CONTACT:**

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***NOTE: Discussion on this item was delayed at the December 12, 2023 Business meeting due to time constraints.***

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**PURPOSE:** To review and discuss financing scenarios related to implementing the long range County Facility Plan and the School Long Range Facilities Optimization Plan and to provide direction to staff on adjustments to the financing scenarios defined in this abstract with the goal of adopting a preferred plan of finance by the end of January 2024.

**BACKGROUND:** The County engaged two facility consulting firms to evaluate the condition and adequacy of both County and School facilities and to make prioritized recommendations on capital improvements over a ten-year planning horizon. Both plans utilize the Facilities Conditions Index which quantifies facility conditions and can be used to prioritize repairs and replacements.

**County Facility Plan**

The County selected O'Brien Atkins Associates in March 2022 to review the state of County facilities from both a facility condition and space planning context over a ten-year period. O'Brien Atkins Associates presented a final draft to the Board of Commissioners on November 9, 2023. That draft identified eight decision points to improve public safety, justice, social services, and recreational facilities over the next ten years. The lowest cost alternative identified a total of \$130 million in renovation and construction needs.

**School Facility Plan**

The County and School Districts selected Woolpert in March 2023 to review the state of the school facilities from a facility condition, space planning, and educational adequacy context. Woolpert last presented to the County Board on December 4, 2023 outlining four options to address the next five to fifteen years of school facility needs. The total cost of those options range from \$219

million to \$1.1 billion. Woolpert is recommending an option that would require \$1 billion in capital investment over the next 15 years.

County staff has worked with the County's financial advisors to determine alternative plans of finance that would be needed to fund the various options. This presentation details the debt metrics that are used to evaluate the amount of debt the County carries, the revenue and expenditure assumptions contained in the debt model, and the tax rate and debt policy implications of the options presented by Woolpert.

### **Debt Metrics**

As credit rating agencies evaluate the County's financial condition, they examine three primary metrics related to the amount of debt the County is obligated to pay.

- **Ten Year Payout Ratio**

This metric measures the amount of principal to be paid in the next ten-year period to prevent backloading debt payments. One rating agency adds a positive adjustment if the ten-year payout ratio is 65% or greater. This means that 65% of outstanding principal payments are paid within ten years. The County's current payout ratio is 67.1% and is managed by structuring level principal payments over the entire term of the debt issue.

- **Debt to Assessed Value Ratio**

This metric measures the amount of outstanding tax supported debt as a percentage of the County's assessed value (tax base). This is one measure of the County's ability to raise revenue to make debt service payments. As assessed values increase, the County's ability to generate enough revenue to pay back existing debt also increases. The County's current policy is that total outstanding debt will not exceed 3% of assessed value. The County's current debt to assessed value ratio is 1.28%. Having a ratio under 3% also results in a positive credit rating adjustment. All of the financing scenarios discussed below maintain a debt to assessed value ratio of under 3%.

- **Debt Service to General Fund Revenue Ratio**

This metric compares the amount of debt service payments the County is obligated to pay on an annual basis to total projected general fund revenues. This is a quantitative representation of the County's ability to pay debt obligations on an annual basis. If debt service is growing at a higher rate than general fund revenues, the proportion of the County's budget that is dedicated to debt will increase and lower the ability to fund other operating expenses. The County's current policy is to maintain annual debt service costs at or below 15% of general fund revenues. The County has modestly exceeded this policy in the past. According to one rating agency, a "strong" position is 8% to 15%, and an "adequate" position is 15% to 25%. In FY2023-24, debt service is 13.60% of total general fund revenues. This ratio is tracked in each of the financing scenarios below.

### **Model Assumptions**

The debt model makes several assumptions to predict the likely impact that a given amount of borrowing will have on the debt service to general fund revenue metric and the property tax rate required to make annual debt service payments.

- **Assessed Value**

The assessed value growth assumption is important because it is directly linked to the debt service to assessed value metric discussed above, and it dictates the amount of revenue that each penny on the property tax rate can generate.

In most years, assessed value grows by approximately 2% annually. However, in years in which a revaluation occurs, assessed value grows at a much higher rate as all of the real property in the County is valued as closely as possible to market value. The Department of Revenue has indicated that current market values are well above the assessed values that were established in the 2020 revaluation. In the second quarter of 2023, the NC Department of Revenue estimated that current assessed values are representing approximately 64.8% of market value. As a result, total assessed value may increase by as much as 50% when adjusted to market conditions, increasing the value of one penny from \$2,304,674 to \$3,476,344 which is reflected in the debt model. In future revaluation years, the rate of growth is moderated to approximately 11% which is consistent with prior revaluation years.

- **Total General Fund Revenue**

Total General Fund Revenue is primarily comprised of property tax (68%) and sales tax (15.6%). Total property tax collections are calculated by applying a tax rate to total assessed value which is assumed to grow as described above. Sales tax collections are assumed to grow at a rate of 4% annually. Additionally, the model assumes that the operating budget will increase by 3% annually which requires associated revenue growth.

- **Current Existing and Planned Resources**

The County has already authorized and planned funding in the Capital Investment Plan (CIP) that would partially address the needs identified in the facility studies. The County has approximately \$202 million in existing and planned tax supported capital investments, and the School Districts have approximately \$148 million in approved and planned funding to address the Woolpert Scenarios. Funding for school recurring capital and technology investments are not included in the effort to fund the Woolpert recommendations.

<b>County Existing and Planned Tax Supported Borrowing</b>	
County Projects Approved	Projects Not Financed
	\$10 million
County Projects – Ten Year CIP	
	\$192 million
<b>Total Existing and Planned</b>	<b>\$202 million</b>

<b>School Districts Existing and Planned Tax Supported Borrowing</b>	
Remaining 2016 Bond Funds	\$15 million
Remaining Deferred Maintenance Funds	\$38 million
School Projects – Ten Year CIP	\$95 million
<b>Total Existing and Planned</b>	<b>\$148 million</b>

### **Financing Scenarios**

Each of the financing scenarios is evaluated on the basis of tax rate impacts and the resulting debt service to general fund revenue metric. In order to manage the number of scenarios presented, each model assumes that existing and planned tax supported borrowing is funded at the amounts contained in the accepted Capital Investment Plan.

The variable in each of the scenarios is the amount of new funding for County and School facility needs. As a starting point, the amount of funding for County projects represents either the first

five years of the County Facility Plan or all ten years. The financing scenario illustrations (attached) indicate the tax rate impact on each scenario if only the first five years of County projects were funded over the ten-year period in an effort to reduce the number of options. The amount of funding for school projects substantially align with the options contained in the Woolpert study of long range school capital needs. To provide a consistent comparison between options, all models assume an upfront tax increase in FY 2026, after a potential bond referendum in November 2024.

Scenario Title	New County Funding	New School Funding	One Time Tax Rate Impact	Peak Debt Service to Revenue
A1	\$75 million	\$130 million	4.00 cents	17.4%
A2	\$130 million	\$130 million	4.57 cents	18.0%
C1	\$130 million	\$400 million	7.89 cents	22.0%
C2	\$130 million	\$300 million bond + \$100 million pay-go	8.66 cents	19.4%
D	\$130 million	\$630 million	11.22 cents	26.6%
Middle	\$75 million	\$200 million bond + \$50 million pay-go	5.49 cents	17.2%

## Scenario Descriptions

- **Scenario A1**

- Spreads the first five years of County Facility Plan (\$70 million) over ten years and adds 3% annual inflation (\$5 million) to account for spreading the projects over a longer timeframe
- Continues the \$130 million school bond from FY2023-24 CIP
- When combined with existing and planned resources, provides \$219 M in the first five years to meet Woolpert's Option A and an additional \$59 million over the ten-year planning horizon to address other priority needs.
- The County would have sufficient collateral to finance this scenario with a Limited Obligation Bond instead of a voter approved General Obligation Bond.

- **Scenario A2**

- Funds the County Facility Plan short range and mid-range projects (\$130 million) over ten years
- Continues the \$130 million school bond from FY2023-24 CIP
- When combined with existing and planned resources, provides \$219 M in the first 5 years to meet Woolpert's Option A and an additional \$59 million over the 10 year planning horizon to address other priority needs.
- The County would have sufficient collateral to finance this scenario with a Limited Obligation Bond instead of a voter-approved General Obligation Bond.

- **Scenario B**

Option B from the Woolpert report was not analyzed since it costs more (\$1.1 billion) than Option D (\$1.0 billion) and does not address any of the educational adequacy or interior space improvements.

- **Scenario C1**
  - Funds the County Facility Plan short range and mid-range projects (\$130 million) over ten years
  - Adds a \$400 million school bond
  - When combined with existing and planned resources, yields total school resources of \$548 million which meets the Woolpert Option C target of \$541.2 million with an additional \$6.8 million to address other priority needs.
  
- **Scenario C2**
  - Funds the County Facility Plan short range and mid-range projects (\$130 million) over ten years
  - Adds a \$300 million school bond and \$100 million in pay-as-you go (cash)
  - When combined with existing and planned resources, yields total school resources of \$548 million which meets the Woolpert Option C target of \$541.2 million with an additional \$6.8 million to address other priority needs.
  
- **Scenario D**
  - Funds the County Facility Plan short range and mid-range projects (\$130 million) over ten years
  - Adds a \$630 million school bond to fund Phases I & II over ten years
  - Does not include the third phase since it falls outside of the ten (10) year planning horizon
  - When combined with existing and planned resources, yields total school resources of \$778 million which meets the Woolpert Option D target of \$776.9 million for Phases I & II with an additional \$1.1 million to address other priority needs.
  
- **Middle Scenario**
  - Due to the large difference in funding levels between Scenario A (\$130 million for school projects) and Scenario C (\$400 million for school projects), staff are also presenting a scenario between A and C.
  - Spreads the first five years of County Facility Plan (\$70 million) over ten years and adds 3% annual inflation (\$5 million) to account for spreading the projects over a longer timeframe
  - Adds a \$200 million school bond and \$50 million in pay-as-you go (cash)
  - Woolpert will engage with the School Districts and the County to prioritize projects to fit this budget, if chosen.

### **Bond Funding Practice**

Historically, the County has allocated bond funds to the two school districts based on the average daily membership in place at the time the bond was authorized. In FY 2023-24, that would mean Chapel Hill-Carrboro City Schools would receive 58.44% of the funding, and Orange County Schools would receive 41.56% of the total. Unlike in the operating budget where average daily membership must be used to allocate funding, the County is not obligated to fund capital projects in the same way.

Since the County now has a prioritized plan for school funding, bond funds could be allocated on a project basis instead of by average daily membership. Given that average daily membership helps to drive facility needs, moving to a project-based approach would not have a dramatic impact on these allocations. Based on the projects contained in Phase 1 of the Woolpert recommended Option D, Chapel Hill Carrboro City Schools would implement projects

representing 58.2% of the total Phase I projects while Orange County Schools would implement projects representing 41.8% of the recommended amount.

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

- **GOAL: ESTABLISH SUSTAINABLE AND EQUITABLE LAND-USE AND ENVIRONMENTAL POLICIES**

The fair treatment and meaningful involvement of people of all races, cultures, incomes and educational levels with respect to the development and enforcement of environmental laws, regulations, policies, and decisions. Fair treatment means that no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.

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

- **ENERGY EFFICIENCY AND WASTE REDUCTION**

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

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

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

**RECOMMENDATION(S):** The Manager recommends that the Board provide direction to staff on adjustments to the financing scenarios defined in this abstract with the goal of adopting a preferred plan of finance by the end of January 2024.

**Agenda Item 7-b**



# School and County Capital Planning and Financing Scenarios

Board of Commissioners Business Meeting  
January 16, 2024

# Purpose

- Discuss financing scenarios related to implementing the County Facility Plan and the Long Range School Optimization Plan and provide direction to staff on alternative scenarios
- Goal of developing preferred plan of finance by the end of January 2024

# County Facilities Plan

- Fifteen (15) year plan
- Costs estimated for the first ten years
- Option A - \$130 million
- Option B - \$137 million
- First five years (Short Range) - \$70 million



SHORT RANGE	SR1	Renovate Link Building	\$9,903,231	2025
	SR2	Renovate the wings of Cedar Grove Community Center Building for Storage and Emergency storage needs for Human Services	\$4,320,000	
	SR3	Deconstruct Old Jail Building - Move Sheriff Evidence Storage to Cedar Groves. Build a surface parking lot	\$2,025,534	2026
	SR4	Deconstruct Court Street Annex - Move Adult Probation & Juvenile Justice into Link Building. Build a surface parking lot	\$551,250	
	SR5	Deconstruct District Attorney Building- Move District Attorney into Link Building. Build a surface parking lot	\$324,531	2027
	SR6	Build EMS Facility Building at Motor Pool Site. Move Emergency Service out of Emergency Service Building	\$26,559,570	2028
	SR7	Convert original Emergency Services Building for AMS & County-wide Storage Facility	\$5,518,287	
	SR8	Move paper Storage out of Old EAC Building into Cedar Grove	0	2029
	SR9	Build Central Recreation at Motor Pool Site or Fairview Park	\$17,340,851	
	SR10	Build Transportation Building Addition to Motor pool Building.	\$4,266,299	2030
MID RANGE	MR1	Develop EAC Property for Affordable Housing	0	
	MR2	Deconstruct Central Recreation at Whitted & create open space & Staff Amenity Space	\$996,197	2031
	MR3	Build Addition to Southern Health Building in Chapel Hill	\$16,086,726	
	MR4	Deconstruct Transportation Building - Move into Motorpool Building Addition.	\$122,987	2032
	MR5	Build Sheriff office at Motor Pool Site. Move Sheriff out of Justice Center to Motorpool Site	\$22,556,272	
	MR6	Renovate ground floor of existing Justice center. Move Clerk of Courts to old Sheriff Office Space	\$2,740,762	2033
	MR7	Deconstruct portion of surface parking lot at old Jail site. Build a parking garage	\$14,831,155	
	MR8	Move CJRD out of Justice Center ground floor into Link Building. Renovate old CJRD Space for District Court Support Space	\$228,018	2034
	MR9	Renovate 3 District Courtrooms in Justice Center (1 courtroom on the 2nd floor, 2 courtrooms on the 1st floor)	\$1,900,155	



# Debt Metrics

- Why measure debt?
  - Credit rating – Orange County is one of 13 North Carolina counties with highest rating (Aaa)
  - Impacts the **cost of borrowing**  $\Rightarrow$  Higher credits get lowest interest rates
  - Impacts **annual budget**  $\Rightarrow$  Debt service is the first legally binding budget obligation
    - *If not managed, debt service could crowd out spending on non-mandated services*
    - *And/or require a tax rate increase to pay debt plus mandated services*

# Debt Metrics

- Ten Year Payout Ratio
  - Measures the proportion of total outstanding principal will be paid off in the next ten (10) years
  - Prevents backloading principal payments
  - Positive adjustment if 10 year payout ratio is 65% or more
  - Current ratio is 67.1%

# Debt Metrics

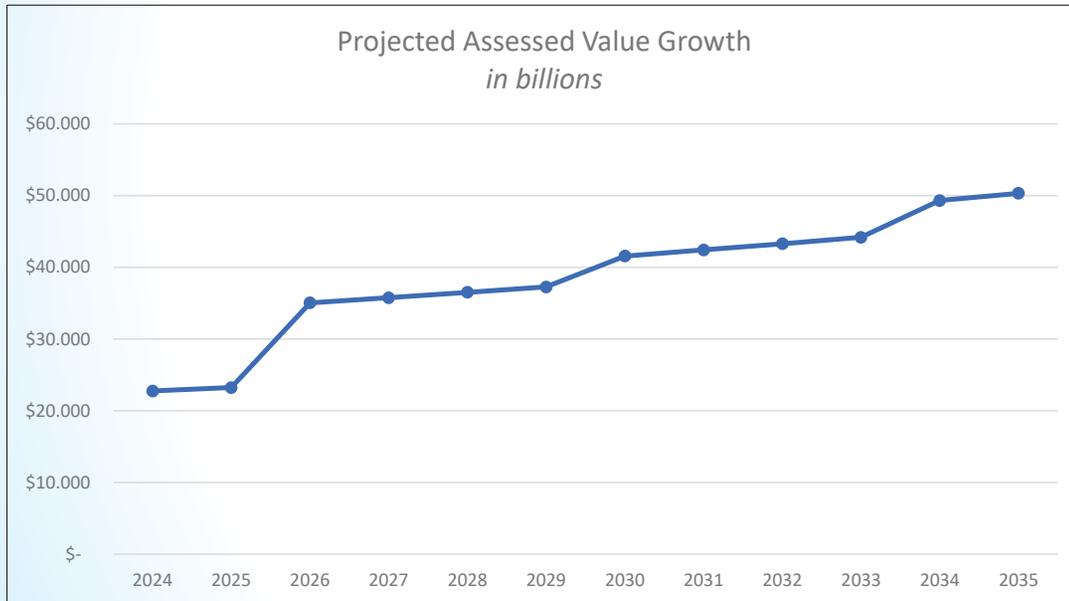
- Debt to Assessed Value Ratio
  - Measures total tax supported debt as a percentage of total assessed value
  - One measure of ability to pay debt service
  - As assessed value increases, the same tax rate generates more revenue
  - County policy to keep total outstanding debt service at or below 3% of total assessed value
  - Current ratio is 1.28%
  - All of the financing scenarios maintain a debt to assessed value ratio of 3% or less
- Debt Service to General Fund Revenue Ratio
  - Measures the amount of debt service due annually to projected general fund revenues
  - Another measure of ability to pay debt service except on an annual basis
  - Debt service is the first obligation in budgeting
  - If debt service is growing faster than general fund revenue, less funding is available for everything else
  - County policy establishes a target of 15% of general fund revenues dedicated to debt service annually
  - Current ratio is 13.6%

## Debt Metric Summary

Measure	Current Target/Policy	Current Value
10 Year Payout	65% <i>Principal satisfied in next ten years</i>	67.1%
Debt to Assessed Value	3% <i>Total tax supported debt at or below 3% of total assessed value</i>	1.28%
Debt Service to General Fund Revenue	15% <i>Annual debt service at or below 15% of general fund revenue</i>	13.6%

# Debt Model Assumptions

- Projected Assessed Value Growth
  - Measure of ability to pay Natural Growth – 2% annually (*\$470 million from FY2024 to FY2025*)
  - 2024 Revaluation – 50% projected growth with Sales Ratio of 64.8%



**Illustration of Potential Impact of Revaluation on Revenue Neutral Tax Rate**

- *Given the new assessed value, what would the new tax rate need to be to produce the same amount of property tax revenue as the year prior to the revaluation after accounting for natural growth*

	Assessed Value	Tax Rate per \$100 Value	Property Tax Revenue
Prior to Reval	\$23.23 billion	0.8353	\$194.01 million
After Reval	\$35.04 billion	0.5661 <i>Effective FY2025-26</i>	\$198.33 million

# Debt Model Assumptions

- Total General Fund Revenue
  - Measure of ability to pay
  - Integral in Debt Service to General Fund Revenue metric
    - Operating budget growth – 3% annually requires general fund revenue growth
    - Sales tax growth – 4% annually

# Debt Model Assumptions

- Existing and Planned Resources
  - Not starting from zero investment
    - Facility analysis took a snapshot of facility conditions in summer of 2023
    - Investment options include any deficiencies at that point in time
    - Any planned spending can be used to achieve investment targets
  - Projects have been approved but not financed = available spending
  - Capital Investment Plan

School Districts Existing and Planned Tax Supported Borrowing	
Remaining 2016 Bond Funds	\$15 million
Remaining Deferred Maintenance Funds	\$38 million
School Projects – Ten Year CIP	\$95 million
<b>Total Existing and Planned</b>	<b>\$148 million</b>

County Existing and Planned Tax Supported Borrowing	
County Projects Approved Projects Not Financed	\$10 million
County Projects – Ten Year CIP	\$192 million*
<b>Total Existing and Planned</b>	<b>\$202 million</b>

\*\$52 million dedicated to facility related projects

# Scenario A1 - \$130 million bond + \$75 million County Plan

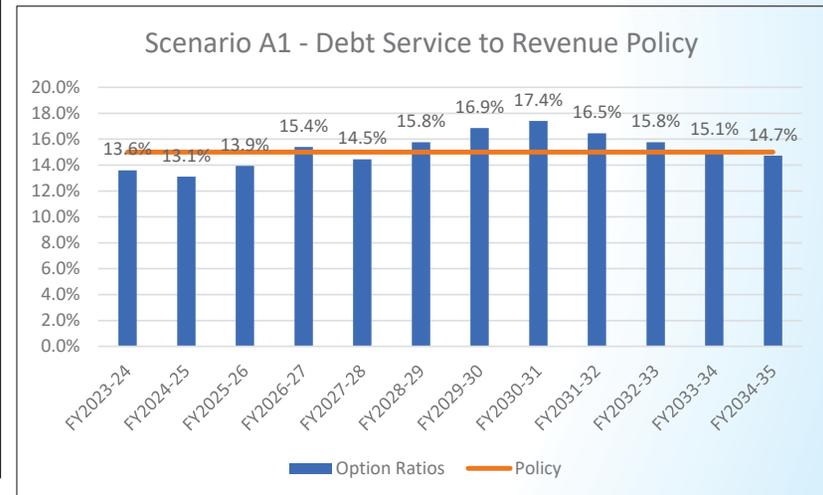
## Financing Amounts

<b>Total County Funding</b>	
Existing County CIP	\$ 192.0 million
Plus Other Existing Resources	\$ 10.0 million
County Facility Plan	\$ 75.0 million
<b>Total Capital Funding - County</b>	<b>\$ 277.0 million</b>

<b>Total School Funding</b>	
Existing School CIP	\$ 95.0 million
Plus Other Existing Resources	\$ 53.0 million
Additional School Needs	\$ 130.0 million
<b>Total Capital Funding</b>	<b>\$ 278.0 million</b>
Woolpert Option A (over 5 years)	\$ 219.0 million
<b>Over Target</b>	<b>\$ 59.0 million</b>

- First five years of County Facility Plan (\$70 million) spread over ten years with additional inflation added (\$5 million).
- \$130 million bond assumed in FY2023-24 CIP
- Produces \$59 million over Woolpert Option A
  - Would provide \$11.9 million annually for maintenance in years 6-10 or additional priority needs
- Front loaded School borrowings
  - \$130 million over three consecutive years
- Could be accomplished with a Limited Obligation Bond instead of a voter approved General Obligation Bond

<b>Scenario A1 - Tax Rate</b>	
Existing CIP	2.0 cents
County Facility Plan	0.22 cents
Additional School Needs	1.78 cents
<b>Total Tax Impact</b>	<b>4.00 cents</b>



\*Does not include \$33 million in recurring capital or \$33 million in projected Article 46 revenue for technology



# Scenario A2 - \$130 million bond + \$130 million County Plan

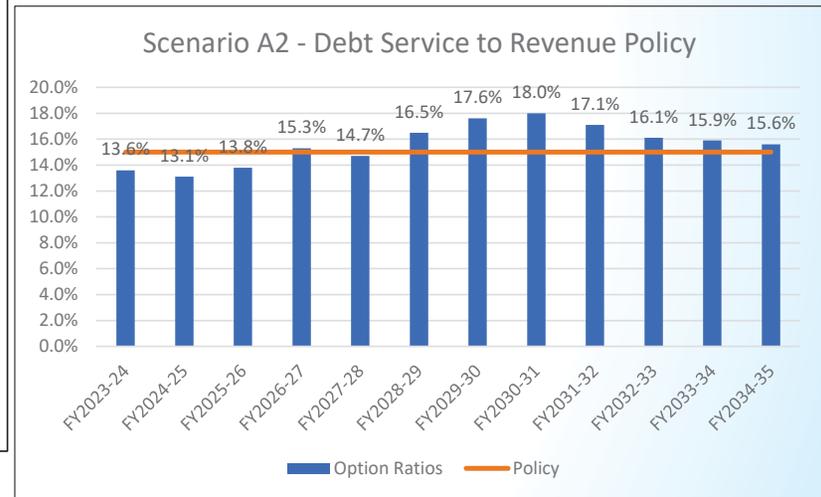
## Financing Amounts

<b>Total County Funding</b>	
Existing County CIP	\$ 192.0 million
Plus Other Existing Resources	\$ 10.0 million
County Facility Plan	\$ 130.0 million
<b>Total Capital Funding - County</b>	<b>\$ 332.00 million</b>

<b>Total School Funding</b>	
Existing School CIP	\$ 95.0 million
Plus Other Existing Resources	\$ 53.0 million
Additional School Needs	\$ 130.0 million
<b>Total Capital Funding</b>	<b>\$ 278.0 million</b>
Woolpert Option A (over 5 years)	\$ 219.0 million
<b>Over Target</b>	<b>\$ 59.0 million</b>

- \$130 million County Facilities Plan over ten years
- \$130 million bond assumed in FY2023-24 CIP
- Produces \$59 million over Woolpert Option A
  - Could provide \$11.9 million annually for maintenance in years 6-10 or for additional priority needs
- Front loaded School borrowings
  - \$130 million over three consecutive years
  - Results in higher tax impact
- Could be accomplished with a Limited Obligation Bond instead of a voter approved General Obligation Bond

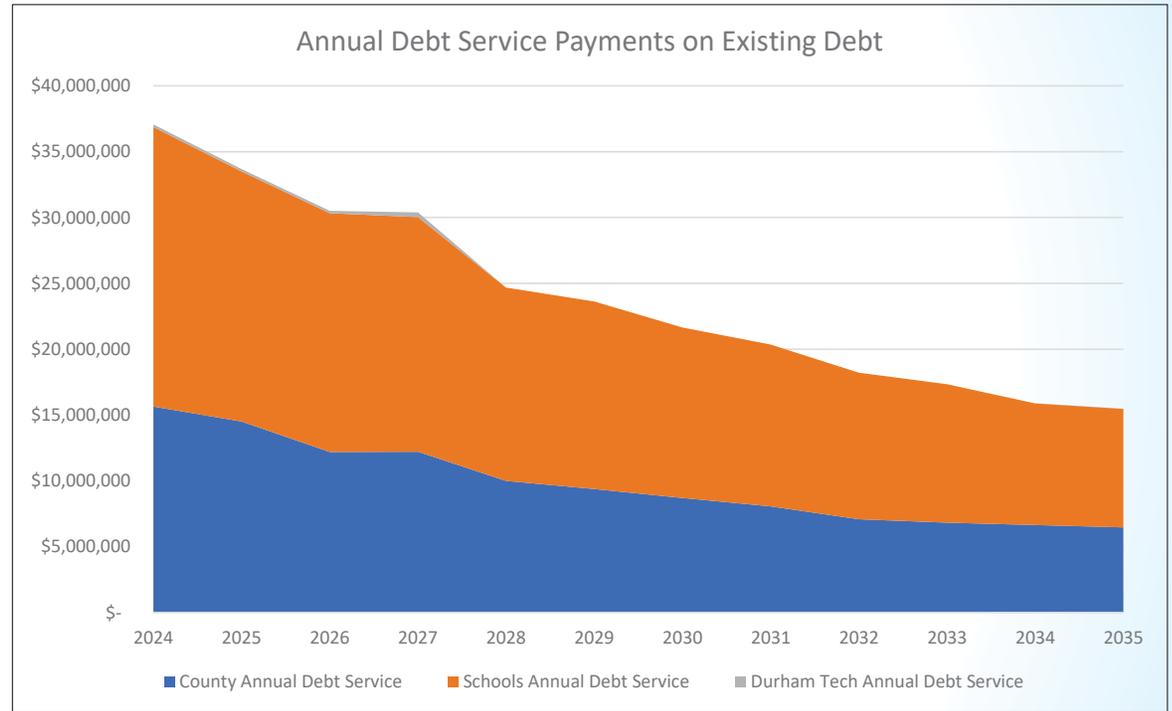
<b>Scenario A2 - Tax Rate</b>	
Existing CIP	2.0 cents
County Facility Plan	0.68 cents
Additional School Needs	1.89 cents
<b>Total Tax Impact</b>	<b>4.57 cents</b>



\*Does not include \$33 million in recurring capital or \$33 million in projected Article 46 revenue for technology

# Existing Annual Debt Service

- County tax rate impact is lower due to decline in existing debt service between FY2026-27 and FY2027-28
- Approximately \$58.8 million of \$75 million is timed to occur after capacity is gained in FY2027-28
- School projects are front loaded resulting in a higher tax impact
- School project timing could be adjusted to benefit from capacity gained in FY2027-28



# Scenario C1 - \$400 million bond + \$130 million County Plan

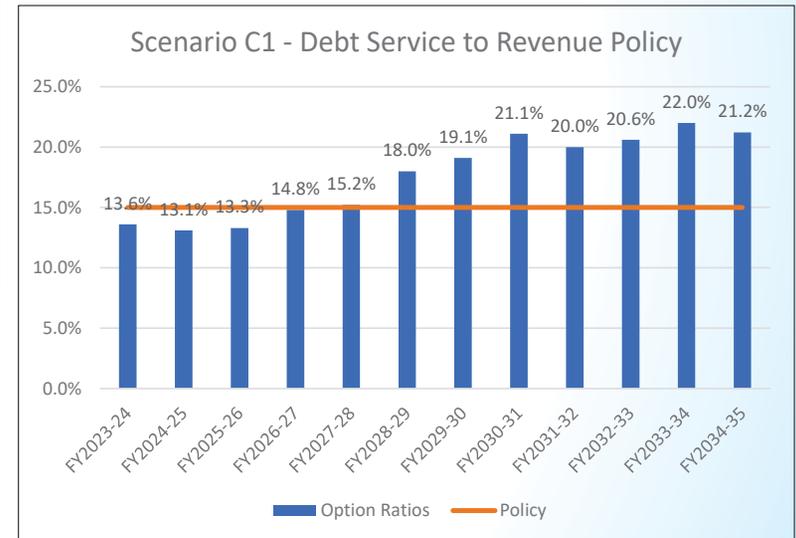
## Financing Amounts

<b>Total County Funding</b>	
Existing County CIP	\$ 192.0 million
Plus Other Existing Resources	\$ 10.0 million
County Facility Plan	\$ 130.0 million
<b>Total Capital Funding - County</b>	<b>\$ 332.00 million</b>

<b>Total School Funding</b>	
Existing School CIP*	\$ 95.0 million
Plus Other Existing Resources	\$ 53.0 million
Additional School Needs	\$ 400.0 million
<b>Total Capital Funding</b>	<b>\$ 548.0 million</b>
Woolpert Option C	\$ 541.2 million
<b>Over Target</b>	<b>\$ 6.8 million</b>

- County Facility Plan over ten years
  - Tax impact can be reduced by .70 cents if County plan reduced to \$75 million
- Woolpert Option C Target – \$541.2 million
- \$6.8 million over Woolpert Scenario C target to address additional priority needs
- Three tranches of school borrowing of \$133.33 M each over a seven year period

<b>Scenario C1 - Tax Rate</b>	
Existing CIP	2.0cents
County Facility Plan	0.68cents
Additional School Needs	5.21cents
<b>Total Tax Impact</b>	<b>7.89cents</b>



\*Does not include \$33 million in recurring capital or \$33 million in projected Article 46 revenue for technology

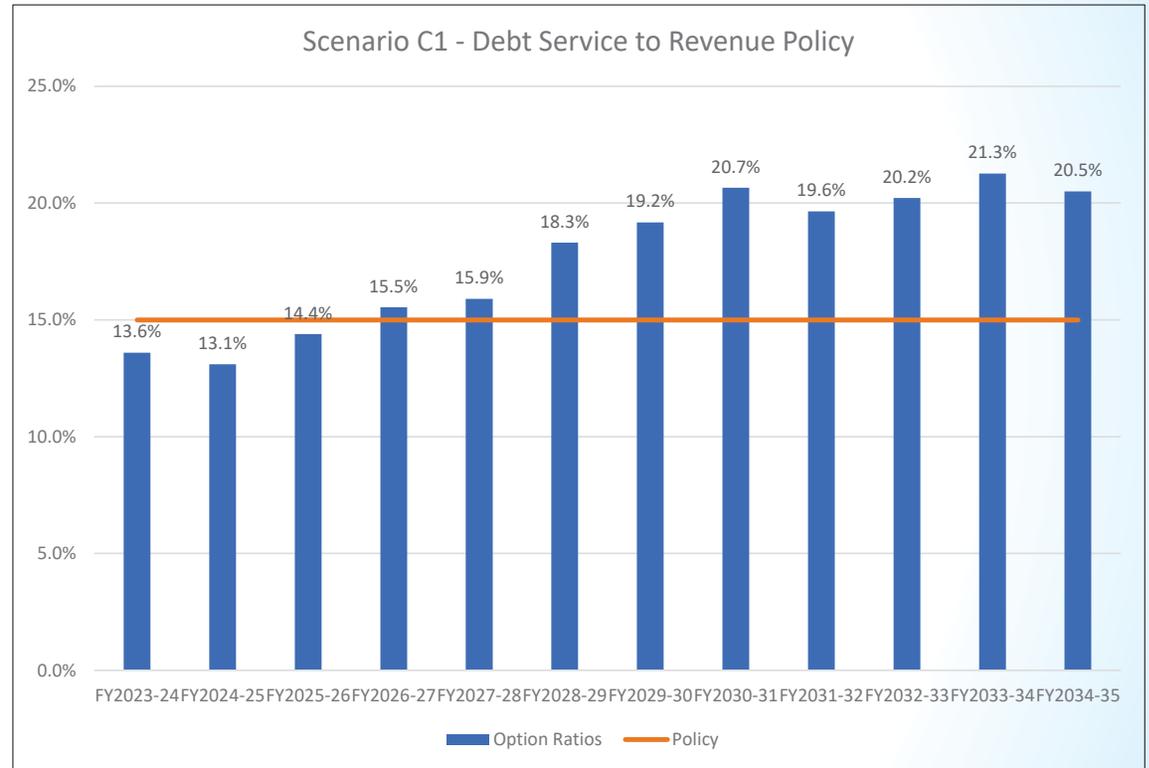


# \$400 million bond + \$130 million County Plan with Incremental Tax Rate Increase

- Each scenario could be funded using an incremental tax rate increase instead of an upfront increase. This table illustrates an incremental approach for Scenario C1

Fiscal Year	Incremental Rate Increase in Cents
FY2024-25	
FY2025-26	1.24
FY2026-27	2.08
FY2027-28	.52
FY2028-29	2.76
FY2029-30	1.08
FY2030-31	1.78
FY2031-32	
FY2032-33	
FY2033-34	1.40
FY2034-35	
<b>Total</b>	<b>10.86</b>

Cumulative total is 2.97 cents over upfront impact



## Pay-Go Scenario

- Option C2 converts \$100 million of bond financing into \$10 million annual cash (pay-go) for annual maintenance
- Trades a higher upfront tax impact and delayed distribution of funding for the following
  - Provides a stable funding source for school maintenance between bond issuances
  - Maintains more debt capacity for later major bond issuances
  - Provides more flexibility to future Boards to adapt to financial instability, no flexibility in debt service
  - No interest payments

# Scenario C2 - \$300 million bond + \$100 million School Pay-Go + \$130 million County Plan

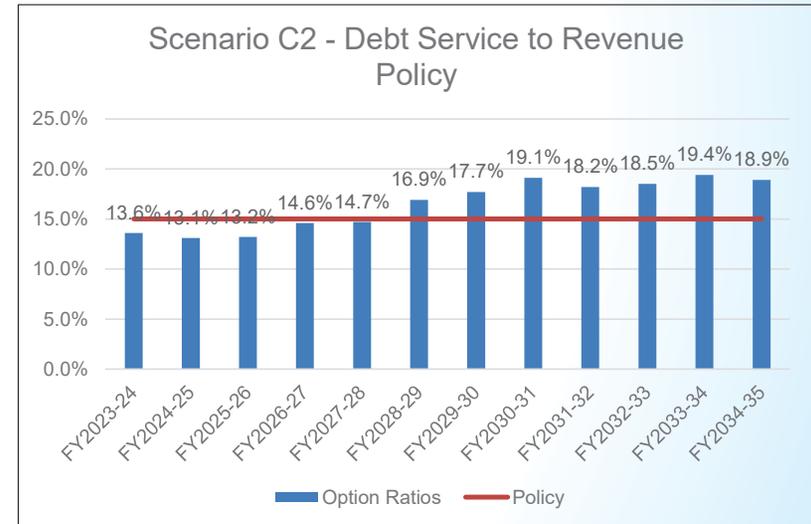
## Financing Amounts

<b>Total County Funding</b>	
Existing County CIP	\$ 192.0 million
Plus Other Existing Resources	\$ 10.0 million
County Facility Plan	\$ 130.0 million
<b>Total Capital Funding - County</b>	<b>\$ 332.00 million</b>

<b>Total School Funding</b>	
Existing School CIP*	\$ 95.0 million
Plus Other Existing Resources	\$ 53.0 million
Additional School Needs - Borrowing	\$ 300.0 million
Additional School Needs – Pay-Go	\$ 100.0 million
<b>Total Capital Funding</b>	<b>\$ 548.0 million</b>
Woolpert Option C	\$ 541.2 million
<b>Over Target</b>	<b>\$ 6.8 million</b>

- County Facility Plan over ten years
  - Tax impact can be reduced by .60 cents if reduced to \$75 million
- Woolpert Option C Target
- \$6.8 million over Woolpert Scenario C target for additional contingency
- \$10 million in annual pay-as-you-go funds (not borrowed) provides flexibility during economic downturns
- Three tranches of school borrowing \$100 each over seven year period

<b>Scenario C2 - Tax Rate</b>	
Existing CIP	2.0cents
County Facility Plan	0.68cents
Additional School Needs - Borrowed	3.25cents
Additional School Needs – Pay-Go	2.73cents
<b>Total Tax Impact</b>	<b>8.66cents</b>



\*Does not include \$33 million in recurring capital or \$33 million in projected Article 46 revenue for technology

# Scenario D - \$630 million bond + \$130 million County Plan

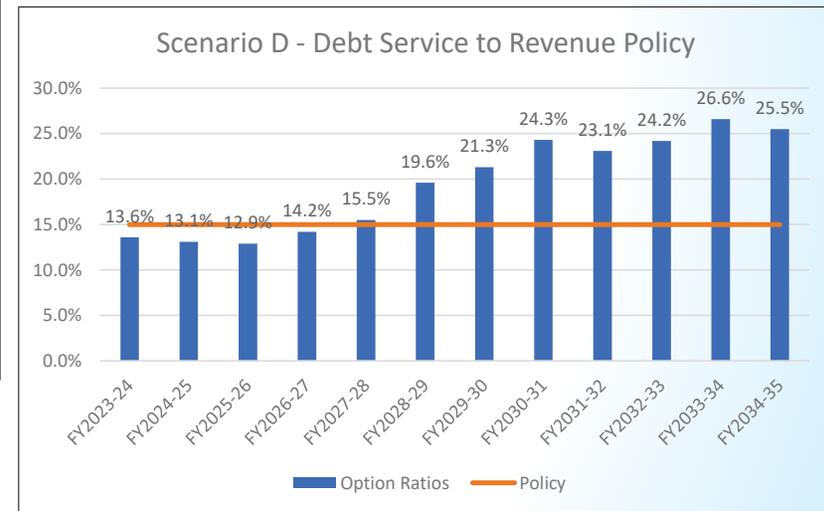
## Financing Amounts

<b>Total County Funding</b>	
Existing County CIP	\$ 192.0 million
Plus Other Existing Resources	\$ 10.0 million
County Facility Plan	\$ 130.0 million
<b>Total Capital Funding - County</b>	<b>\$ 332.00 million</b>

<b>Total School Funding</b>	
Existing School CIP*	\$ 95.0 million
Plus Other Existing Resources	\$ 53.0 million
Additional School Needs	\$ 630.0 million
<b>Total Capital Funding</b>	<b>\$ 778.0 million</b>
Woolpert Option C	\$ 776.9 million
<b>Over Target</b>	<b>\$ 1.1 million</b>

- County Facility Plan over ten years
  - Tax impact can be reduced by .73 cents if reduced to \$75 million
- Woolpert Option D Target - Phases I & II for ten-year comparison (\$776.9 million)
- Phase III in years 11-15 - \$223.1 million
- \$1.1 over Woolpert target
- Three tranches of school borrowing of \$210 million each over seven years

<b>Scenario D - Tax Rate</b>	
Existing CIP	2.0 cents
County Facility Plan	0.68 cents
Additional School Needs	8.54 cents
<b>Total Tax Impact</b>	<b>11.22 cents</b>



\*Does not include \$33 million in recurring capital or \$33 million in projected Article 46 revenue for technology

# Middle Scenario - \$200 million bond + \$50 million School Pay-Go + \$75 million County Plan

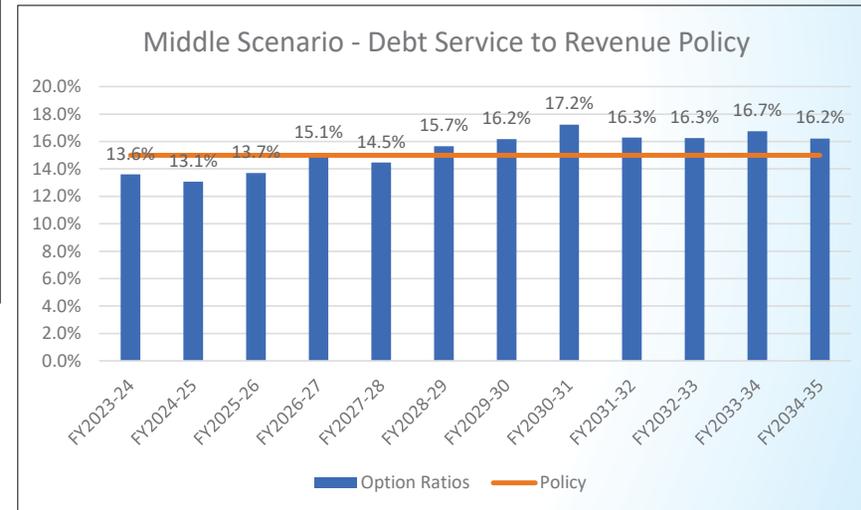
## Financing Amounts

<b>Total County Funding</b>	
Existing County CIP	\$ 192.0 million
Plus Other Existing Resources	\$ 10.0 million
County Facility Plan	\$ 75.0 million
<b>Total Capital Funding - County</b>	<b>\$ 277.0 million</b>

<b>Total School Funding</b>	
Existing School CIP*	\$ 95.0 million
Plus Other Existing Resources	\$ 53.0 million
Additional School Needs - Borrowing	\$ 200.0 million
Additional School Needs – Pay-Go	\$ 50.0 million
<b>Total Capital Funding</b>	<b>\$ 398.0 million</b>

- County Facility Plan over ten years - \$75 million
- \$5 million in annual pay-as-you-go (cash, not borrowed)
- Three tranches of school borrowing \$66.6 each over seven year period
- When combined with existing and planned resources, yields \$398 million in total school resources to address school priority needs

<b>Middle Scenario - Tax Rate</b>	
Existing CIP	2.0cents
County Facility Plan	0.28cents
Additional School Needs - Borrowed	1.78 cents
Additional School Needs – Pay-Go	1.43 cents
<b>Total Tax Impact</b>	<b>5.49cents</b>



\*Does not include \$33 million in recurring capital or \$33 million in projected Article 46 revenue for technology

# Comparing the Scenarios

Scenario Title	New County Funding	New School Funding	One Time Tax Rate Impact	Peak Debt Service to Revenue	Minimum 10 Year Payout Ratio
A1	\$75 million	\$130 million	4.00 cents	17.4%	60.4%
A2	\$130 million	\$130 million	4.57 cents	18.0%	59.9%
C1	\$130 million	\$400 million	7.89 cents	22.0%	57.0%
C2	\$130 million	\$300 million bond \$100 million pay-go	8.66 cents	19.4%	58.1%
D	\$130 million	\$630 million	11.22 cents	26.6%	55.0%
Middle	\$75 million	\$200 million bond \$50 million pay-go	5.49 cents	17.2%	60.3%

# Other Options

Scenario Title	New County Funding	New School Funding	One Time Tax Rate Impact	Peak Debt Service to Revenue	Minimum 10 Year Payout Ratio
H	\$75 million	\$300 million bond \$100 million pay-go	8.06 cents	18.55%	59.0%
B	\$130 million Push \$17.9 million in existing projects outside of the ten year plan	\$300 million bond \$100 million pay-go	8.47 cents	19.18%	58.2%

# Bond Funding Practice

- Bond funds have been allocated between the two school districts on the basis of the average daily membership (ADM) in place at the time the bond was approved
  - Chapel Hill Carrboro City Schools – 58.44%
  - Orange County Schools – 41.56%
- Could move to a project based allocation
  - Need based allocation
  - Project costs estimated in Woolpert Study
  - Woolpert Option D – Phase I
    - Chapel Hill Carrboro City Schools – 58.2% of total Phase I project costs
    - Orange County Schools – 41.8% of total Phase I project costs

## Recommendation

- Discuss financing scenarios related to implementing the County Facility Plan and the Long Range School Optimization Plan and provide direction to staff on alternative scenarios
- Goal of developing preferred plan of finance by the end of January 2024

## Proposed Timeline

Proposed 2024 Capital Planning and Bond Referendum Schedule	
1. Review schedule of approvals for a bond referendum and review the County Facilities Master Plan	<i>November 9<sup>th</sup> Work Session</i>
2. Review School Facilities Long Range Optimization Plan - Woolpert	December 4th Business Meeting
3. Review Financing Scenarios	December 12th Business Meeting
4. Approve a tentative plan for Bond Referendum	<i>January 16<sup>th</sup> Business Meeting and/or January 19<sup>th</sup> Retreat</i>
5. Staff meets with Local Government Commission on tentative Bond plan	January/February 2024
6. School Boards adopt a resolution supporting the referendum	February 2024
7. Review potential adjustments to the bond referendum plan, if needed.	<i>March 7 Business Meeting March 12 Work Session March 19 Business Meeting</i>

## Proposed Timeline

Proposed 2024 Capital Planning and Bond Referendum Schedule	
8. BOCC adopts preliminary resolution establishing the bond purpose(s) and sets a not to exceed bond amount(s). <i>Neither the purpose nor the not to exceed amount may change following this action.</i>	<b>April 2<sup>nd</sup> BOCC Business Meeting</b>
9. BOCC appoints a bond education committee and appropriates funds for outreach	<b>April 16<sup>th</sup> BOCC Business Meeting</b>
10. Staff publishes a notice of intent to file an application for a general obligation bond referendum	By May 1
11. Staff files bond application with the Local Government Commission	By May 10
12. BOCC introduces bond order and schedules a public hearing	<b>May 7<sup>th</sup> BOCC Business Meeting</b>
13. BOCC holds public hearing on bond referendum	<b>May 21<sup>st</sup> BOCC Business Meeting</b>
14. BOCC adopts the bond order, formally set the ballot question and referendum date	<b>June 4<sup>th</sup> BOCC Business Meeting</b>
15. Community vote on bond referendum	November 5, 2024

## Facilities Master Plan

A. **Goals for the Facilities Planning Process:** The following facilities planning goals were established early in the process:

- Provide customer service in safe, secure and accessible facilities.
- Be good stewards of the County's financial and land resources.
- Where possible, move out of older facilities that have reached the end of their useful life cycle.
- Consolidate departments and services to gain efficiency.
- Respond to floodplain issues.

B. **Space Planning Analysis:** The Space Planning phase identified an additional 111,891 Departmental Gross Square Feet (DGSF) of space needed by 2040. This translates into a Gross Square Foot (GSF) need of 156,732 by the year 2040. The chart below summarizes this information.

Category	Net Change DGSF	Grossing Factor by Type		GSF Space Needs bt 2040
Admin	13,090	Office	30%	17,017
Community Service	21,880	Office	25%	27,350
Human Services	25,079	Health	45%	36,365
Justice	23,923	Court	45%	21,653
		Office	30%	11,686
Public Safety	22,807	Sheriff	30%	15,191
		EMS	25%	21,080
Support Services	5,112	Office	25%	6,390
Total Space Needed	111,891			156,732

# Facilities Condition Assessment

## Executive Summary

ORANGE COUNTY, NC

BUREAU VERITAS PROJECT: 153546.21R000-001.354

### Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

Facility (year built)	Cost/SF	Total SF	Replacement Value	Current	3-Year	5-Year	10-Year
129 E. King Street (1947)	\$188	5,958	\$1,122,640	0.0%	2.9%	3.8%	7.3%
AMS Inventory Facility (Old Motor Pool) (1980)	\$105	4,683	\$491,510	0.0%	7.7%	33.8%	44.5%
AMS Storage Facility (Old Car Wash) (1960)	\$105	1,702	\$179,402	32.9%	101.7%	117.3%	123.6%
Animal Services Center (2009)	\$188	23,500	\$4,418,000	0.0%	8.9%	10.3%	45.3%
Blackwood Farm Park (House & barns) (1820)	\$196	2,228	\$436,438	15.3%	34.1%	47.9%	59.8%
Board of Elections (Government Services Annex) (1988)	\$185	12,450	\$2,303,245	0.0%	0.0%	0.0%	16.0%
Bonnie B. Davis Environment and Agricultural Center (2021)	\$176	17,247	\$3,042,971	0.0%	0.0%	0.5%	7.1%
Cadwalder Jones Law Office (1839)	\$188	380	\$67,833	1.6%	21.9%	21.9%	32.6%
Cedar Grove Community Ctr (1951)	\$210	30,782	\$6,476,579	0.0%	1.0%	4.2%	22.1%
Cedar Grove Community Ctr Park Shelter (2009)	\$105	1,450	\$152,839	0.0%	3.8%	14.9%	58.6%
Central Recreation (Annex Bldg) (1957)	\$266	19,000	\$5,055,300	0.1%	11.6%	14.9%	29.2%
Communication Tower, Eno Mountain (1967)	\$105	252	\$26,562	0.0%	9.3%	9.3%	25.5%
Court Street Annex (1936)	\$267	8,500	\$2,267,637	1.0%	4.2%	11.7%	15.8%
Dickson House (Historic Office, Public Restrooms, Doctor's Office House) (1800)	\$188	3,250	\$612,383	0.0%	4.3%	7.6%	19.1%
District Attorney Building (1967)	\$188	7,359	\$1,386,624	0.6%	20.1%	27.8%	46.3%
Efland-Cheeks Communit Center Park Shelter (2000)	\$105	2,200	\$231,894	0.0%	8.6%	17.7%	25.8%
Efland-Cheeks Community Center (1992)	\$238	2,756	\$655,315	0.0%	12.1%	26.2%	38.1%
Efland-Cheeks Community Center Park Shelter (Small) (2006)	\$105	560	\$59,028	0.0%	61.1%	138.6%	192.1%



ORANGE COUNTY, NC

BUREAU VERITAS PROJECT: 153546.21R000-001.354

Facility (year built)	Cost/SF	Total SF	Replacement Value	Current	3-Year	5-Year	10-Year
Efland-Cheeks Community Center (1992)	\$238	2,755	\$655,315	0.0%	12.1%	26.2%	38.1%
Efland-Cheeks Community Center Park Shelter (Small) (2005)	\$105	580	\$59,028	0.0%	61.1%	136.6%	192.1%
Emergency Rescue (Station 1) (1960)	\$188	1,310	\$246,280	4.3%	28.2%	37.7%	63.6%
Emergency Services Center (1989)	\$171	22,069	\$3,768,990	0.0%	7.6%	10.6%	26.6%
Environment & Agricultural Center (1960)	\$173	19,087	\$3,302,221	0.2%	32.9%	46.3%	72.2%
Fairview Park Shelter/Restrooms (2016)	\$105	1,800	\$189,732	0.0%	6.6%	11.3%	58.6%
Farmers' Market Pavilion (2007)	\$105	3,453	\$362,565	0.0%	0.0%	1.2%	17.7%
Fuel Station (1995)	\$105	88	\$9,240	0.0%	982.4%	1,166.7%	3,005.0%
Gateway Center ONLY 2nd & 3rd Floors (2008)	\$170	22,846	\$3,889,947	0.0%	3.1%	5.0%	29.6%
Hillsborough Commons (Café 113) INTERIOR, Skylights & HVAC Equipment Only (1988)	\$157	13,500	\$2,118,246	0.0%	0.0%	1.0%	7.6%
Hillsborough Commons (DSS) (1988)	\$157	56,000	\$8,786,798	0.0%	0.2%	7.5%	32.4%
Historic Courthouse (1845)	\$188	7,128	\$1,340,064	0.6%	31.6%	43.5%	46.9%
Hollow Rock Nature Park (1920)	\$196	5,000	\$979,440	0.0%	1.1%	1.5%	6.7%
Jail (1925)	\$271	40,227	\$10,883,250	0.0%	13.1%	15.9%	20.0%
Jerry M. Passmore Senior Center (2008)	\$264	20,950	\$5,521,546	0.0%	0.3%	4.0%	23.1%
Justice Facility (1954)	\$237	64,937	\$15,418,310	0.0%	2.0%	4.0%	21.7%
Little River Park Ranger Station, Care Takers House, Shelters, & Restrooms (1950)	\$188	2,880	\$537,680	6.4%	32.9%	43.6%	114.2%
Milhouse Road Park & Operations Base (Garage/Workshop) (1941)	\$105	2,337	\$246,335	0.0%	12.1%	14.4%	44.5%
Motor Pool (AMS) (1996)	\$97	10,800	\$1,045,248	1.4%	6.6%	22.0%	52.0%
Orange County Detention Center (2021)	\$264	54,380	\$14,358,125	0.1%	0.1%	0.3%	3.9%
Orange County Public Library (2009)	\$259	23,454	\$6,063,755	0.0%	1.9%	1.9%	24.5%
Orange Public Transportation (1989)	\$188	2,400	\$452,221	0.0%	0.0%	4.7%	34.7%
Parks Operations Base (2021)	\$188	6,732	\$1,268,481	0.0%	0.0%	0.5%	8.2%
Piedmont Food & Ag Processing Center (1989)	\$188	10,400	\$1,959,625	0.0%	0.0%	6.3%	63.6%
Robert & Pearl Seymour Center (2007)	\$166	31,780	\$5,264,141	0.0%	0.8%	7.8%	35.7%
Rogers Road Community Center (2014)	\$238	3,960	\$941,941	0.0%	0.0%	0.9%	10.2%
Soccer.Com Soccer Center Building (2009)	\$276	2,520	\$695,794	0.0%	6.8%	11.9%	29.9%
Solid Waste Administration Building (2009)	\$188	9,880	\$1,861,645	0.0%	6.8%	10.6%	29.3%
Solid Waste Bradshaw Quarry Road (1993)	\$105	144	\$15,179	0.0%	0.0%	176.3%	190.5%
Solid Waste Break Room (1995)	\$105	1,849	\$194,896	0.6%	20.2%	47.6%	62.0%
Solid Waste Eubanks Road (Scale House) (2017)	\$105	1,500	\$158,110	0.0%	0.0%	0.5%	1.9%
Solid Waste High Rock Road (1993)	\$105	144	\$15,179	0.0%	39.8%	137.6%	144.6%
Solid Waste Motor Pool (1997)	\$105	3,840	\$404,761	0.0%	12.9%	38.9%	56.6%
Solid Waste Walnut Grove (1993)	\$105	494	\$52,071	0.0%	94.4%	109.4%	567.7%
Softys Adult Day (2008)	\$266	3,500	\$929,454	0.0%	1.7%	4.6%	18.9%



Facility (year built)	Cost/SF	Total SF	Replacement Value	Current	3-Year	5-Year	10-Year
Southern Human Svcs Ctr (1997)	\$168	26,780	\$4,504,733	0.0%	16.7%	30.1%	44.2%
Twin Creeks Park (all buildings) (1927)	\$196	3,800	\$744,374	6.5%	9.4%	23.6%	58.0%
Visitors Bureau (308 West Franklin Street) (1950)	\$238	4,060	\$965,728	0.0%	4.3%	7.3%	12.2%
West Campus Office Building (2009)	\$159	46,716	\$7,442,102	0.0%	3.6%	6.8%	34.3%
Whitted Human Services Center (Bldg A) Health Dept. (1922)	\$174	33,550	\$5,824,820	0.0%	14.0%	17.8%	25.6%
Whitted Human Services Center (Bldg B) Dental Clinic	\$174	29,550	\$5,130,356	0.0%	9.2%	19.5%	32.0%





## Facilities Master Plan

### Project Phasing

<b>SHORT RANGE (2025-2029)</b>			
#	Description	Cost	YR
SR1	Renovate Link Building	\$9,903,231	2025
SR2	Renovate Wings of Cedar Grove Community Center for Storage	\$4,320,000	2025
SR3	De-construct old jail - move Sherriff evidence storage to Cedar Grove	\$2,025,534	2026
SR4	De-construct Court Stret Annex - Build Parking Lot	\$551,250	2026
SR5	Deconstruct District Attorney Building - Build Parking Lot	\$324,531	2027
SR6	Build EMS Facility	\$26,559,570	2028
SR7	Convert old EMS building for use by AMS	\$5,518,287	2028
SR8	Move storage out of Old EAC Building to Cedar Grove	\$0	2029
SR9	Build Central Recreation Building at Motor Pool Site	\$17,340,851	2029
SR10	Build Transportation Addition to Motor Pool Building	\$4,266,299	2029
	TOTAL	\$70,809,553	
<b>MID RANGE (2030-2034)</b>			
#	Description	Cost	YR
MR 1	Develop EAC Property for Affordable Housing	\$0	2030
MR 2	Deconstruct Central Rec & Create Open space	\$996,197	2030
MR 3	Build Addition to Southern Health & HS Bldg.	\$16,086,726	2031
MR 4	Deconstruct Transportation Bldg	\$122,987	2032
MR 5	Build Sherriff Office at Motor Pool site	\$22,556,272	2033
MR 6	Renovate Ground Floor of Justice Bldg	\$2,740,762	2033
MR 7	Build Parking Deck at Old Jail	\$14,831,155	2034
MR 8	Move CJRD out to Link, Renovate CJDR space	\$228,018	2034
MR9	Renovate 3 District Courtrooms in Justice Center	\$1,900,155	2035
	TOTAL	\$59,462,272	

Note: First ten years of phasing plan total **\$130,271,805**

<b>LONG RANGE (2035-2040)</b>			
<b>#</b>	<b>Description</b>	<b>Cost</b>	<b>YR</b>
LR 1	Move Public defender out of 115 E. King st (lease) and into Justice center 2nd Floor		2035
LR 2	Deconstruct Battle Courtroom and build a new Superior Court Addition to Justice Center		2035
LR 3	Build Addition to the east of Justice center for a new Superior Courtroom. Move Superior Court out of Historic Courthouse.		2036
LR 4	Convert Historic Courthouse to a Cultural Center/Museum		2036
LR 5	Build Health (Med +Dental Clinics) Building, move staff out of Whitted.		2037
LR 6	Build Addition to LR 5 Building for Helath Admin Spaces, move staff out of Whitted.		2037
LR 7	Move County Attorney, Equity & Inclusion to Whitted Building. Exit lease of 1000 Corpoerate Drive.		2038
LR 8	Build Social Services campus to Replace Hillsborough Common Exit Hillsborough Commons lease.		2039
LR 9	Move Finance & Administrative Services and Risk Management out of West Campus Office Building to Whitted Building.		2039
LR 10	Renovate West campus to accommodate growth of remaining departments.		2040

Note: Long Range projects are not budgeted, as they occur at a future date that would make such budgets unreliable. It is recommended that the Facilities Master Plan should be reviewed and updated every five years. These projects should be budgeted at a time closer to actual implementation.

Supporting the mission of Chapel Hill-Carrboro City Schools and Orange County Schools to build an inclusive school community that engages, empowers, and inspires students and provides an education that addresses the social, emotional, intellectual, and physical needs of every student.

2023

# LONG-RANGE FACILITIES OPTIMIZATION PLAN



ORANGE COUNTY  
NORTH CAROLINA

CHapel Hill-CARRBORO  
CITY SCHOOLS

Orange County  
Schools



WOOLPERT

November 22, 2023





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Recommendations that strategically and responsibly invest in facilities to impact the greatest number of students. Investing in school facilities directly impacts student learning, student and staff health, and community vitality.



00

# EXECUTIVE SUMMARY

This Long-Range Facilities Optimization Plan supports the mission of Chapel Hill-Carrboro City Schools (CHCCS) and Orange County Schools (OCS) to build an inclusive school community that engages, empowers, and inspires students and provides an education that addresses the social, emotional, intellectual, and physical needs of every student.

This plan provides guidance to county and district leadership in making decisions to adequately fund facility improvements while working within fiscal realities. Investing in school facilities directly impacts student learning, student and staff health, and community vitality.

## APPROACH AND FINDINGS

To understand existing conditions and create an actionable plan, Orange County engaged Woolpert to lead an assessment and master planning program for CHCCS and OCS school districts. Facility condition assessments provide the baseline for school district master planning to effectively prioritize capital improvement projects that maximize return on investment and the student environment.

The components of the portfolio analysis included the facility condition assessments, educational adequacy assessments, enrollment, and capacity of 39 school and administrative facilities in CHCCS and OCS. The data was compiled to understand the overall condition and needs of the individual facilities to develop options and a final recommendation. Assessment information can be found in the *2023 State of Facilities Report*.

## RECOMMENDED OPTIONS

Recommended options were developed after analyzing components of each district's portfolio of schools, including grade configuration, geography, facility condition, educational program needs, proximity of schools to one another, enrollment, utilization, and other relevant elements.

This information was organized and analyzed in various options ranging from minimum viable repairs through potential renovations and replacement. The options were vetted through an iterative process with leadership from Orange County, CHCCS, and OCS. Based on the feedback received from the stakeholders, a final recommendation was compiled for consideration.

## FINAL RECOMMENDATION

Woolpert recommends that Orange County pursue a long-term plan that prioritizes replacing the oldest, smallest, least educationally adequate facilities with newer facilities appropriately sized and arranged to support modern teaching and learning standards. The recommendation recognizes that many facilities will never catch up on their backlog of deferred maintenance, and even if that was feasible, it would not be advisable. Several of the oldest schools are not large enough to be financially self-sustaining given today's standards, nor are they designed with modern teaching and learning in mind. If a facility is inadequate to continue educating students over the coming decades and has significant condition needs, planning to replace the school when possible makes the best financial and educational sense.

**COST.** The recommendation calls for \$1 billion investment over 15 years. While a significant sum of money by any standard, the Facility Condition Assessment identified \$1 billion in total condition needs over the next ten years. Only addressing these facility condition needs would do nothing to increase operational efficiency or educational adequacy. This plan prioritizes replacements and renovations over merely addressing maintenance needs.

**PHASING.** The plan can be best achieved through three five-year construction phases prioritized by district leadership and designed to minimize student disruption and costs during construction.

## FINAL RECOMMENDATION – COSTS PER PHASE

	CHCCS	OCS	Total
Phase 1	\$249.2M	\$179.2M	\$428.4M
Phase 2	\$167.0M	\$181.5M	\$348.5M
Phase 3	\$130.7M	\$103.2M	\$233.9M
<b>Total</b>	<b>\$546.9M</b>	<b>\$463.9M</b>	<b>\$1,010.8M</b>

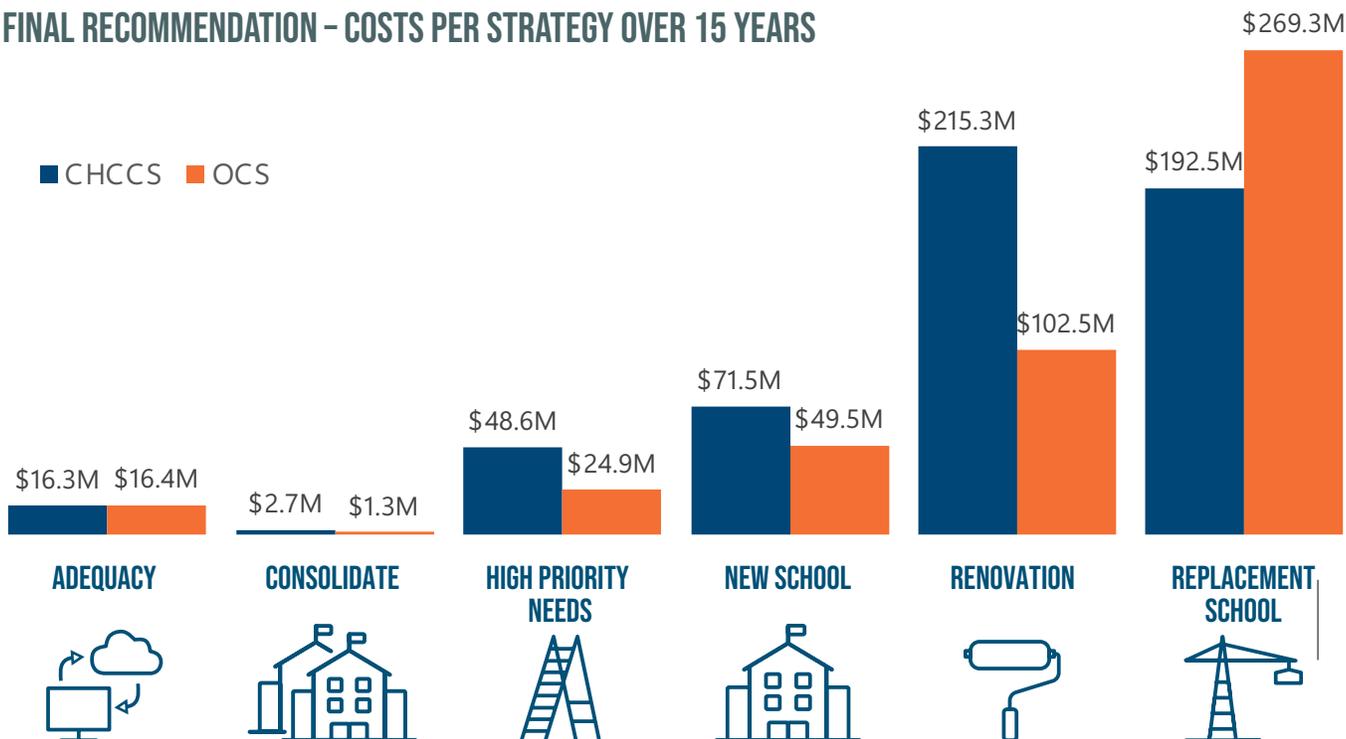
**STRATEGIES.** The plan is organized around six distinct strategies:

1. Adequacy – school facilities that lack key learning and support spaces relative to design standards.
2. Replacement School – schools that need to be rebuilt because of their condition, educational adequacy, or utilization.
3. Renovation – schools would receive renovations to provide interior spaces more closely aligned to current design standards.
4. New School – new schools are recommended when needed to alleviate over capacity and where growth is occurring and anticipated to continue.
5. High Priority Needs – addresses the highest priority needs for facilities that are not being renovated or replaced.
6. Consolidate – combines two schools into a single facility.

## PRIMARY BENEFITS

- Enhanced teaching and learning environments advance educational outcomes and opportunities
- Improved school utilization provides students the flexible spaces necessary for multiple learning styles
- Updated classroom spaces and learning tools that meet today’s education standards
- A right-sized portfolio creates operational efficiencies
- Investing in the community attracts and retains residents by providing competitive schools

## FINAL RECOMMENDATION – COSTS PER STRATEGY OVER 15 YEARS



Public school facilities that are well planned, designed, built, operated, and maintained have an outsized positive impact on education, health, the natural environment, and our communities



01

# INTRODUCTION



## OVERVIEW

Orange County, Chapel Hill-Carrboro City Schools (CHCCS), and Orange County Schools (OCS) have embarked on a monumental task of evaluating the condition, adequacy, and locations of their 39 campuses to develop a comprehensive Long-Range Facilities Optimization Plan to improve the condition of school facilities for their students and community. Orange County is responsible for the 3.8 million square feet of facilities at 39 campuses that make up CHCCS and OCS.

School facilities have a direct impact on student learning, student and staff health, and community. The 2021 State of Our Schools Report<sup>1</sup> uses the best available school district fiscal data about U.S. elementary and secondary (pre-kindergarten through twelfth grade) to analyze the state of public school facilities. The report finds that the gap between expenditures and good stewardship of facilities continues to increase. The research performed estimates the nation is under-investing in school buildings and grounds by \$85 billion each year.

Public School facilities are the second largest infrastructure behind highways. However, unlike transportation, which has most of its capital costs paid from federal and state sources, local school districts bear most of the responsibility for school construction capital funding. Each school day, nearly one-sixth of the U.S. population spends their day in a public school building.

Public school facilities that are well planned, designed, built, operated, and maintained have an outsized positive impact on education, health, the natural environment, and our communities. Historically, research has concluded a relationship between the condition of school facilities and educational outcomes. Schools with proper indoor air quality, natural lighting, and temperatures have shown to improve the student and teacher experience and productivity.

All facilities deteriorate with time and use. Major building systems, components, furniture, fixtures, and equipment need upgrades and replacement. Older schools need modernization (and sometimes replacement) to meet current standards and support modern educational programs and services. School districts need periodic large capital investments for these critical capital projects.

## PURPOSE

This Long-Range Facilities Optimization Plan provides a long and short-term strategic investment plan. This plan will lay out recommended investments in each school as well as a suggested timeline. The final recommendation is intended to be actionable and achievable given the current state of CHCCS and OCS facilities.

The Long-Range Facilities Optimization Plan supports the missions of CHCCS “to build an inclusive school community that engages, empowers, and inspires students,” and OCS “to provide an education that addresses the social, emotional, intellectual, and physical needs of every student.”

## STRATEGIES

This Long Range Facilities Optimization Plan organizes its recommendations around six distinct strategies:

### 1. ADEQUACY



Adequacy refers to the degree to which school facilities lack key learning and support spaces relative to North Carolina Department of Public Instruction (NCDPI) design standards and the degree to which learning and support spaces are less than 90% the size called for in the NCDPI standards. This strategy does not include schools recommended for major renovation or replacement.

### 2. REPLACEMENT SCHOOL



The plan recommends schools for replacement based on their condition, educational adequacy, and utilization. These schools would be rebuilt on the same or adjacent sites.

### 3. RENOVATION



Facilities recommended for renovation would not be fully rebuilt, but rather receive renovations to provide interior spaces more closely aligned to current NCDPI standards.

### 4. NEW SCHOOL



New schools are recommended when needed to alleviate over capacity and where growth is occurring and anticipated to continue.

### 5. HIGH PRIORITY NEEDS



This strategy is used to address the highest priority needs for facilities that are not being renovated or replaced. The high priority needs strategy does not include all ongoing capital renewal needs identified in the Facility Condition Assessment.

### 6. CONSOLIDATE



This strategy combines two schools into a single facility.

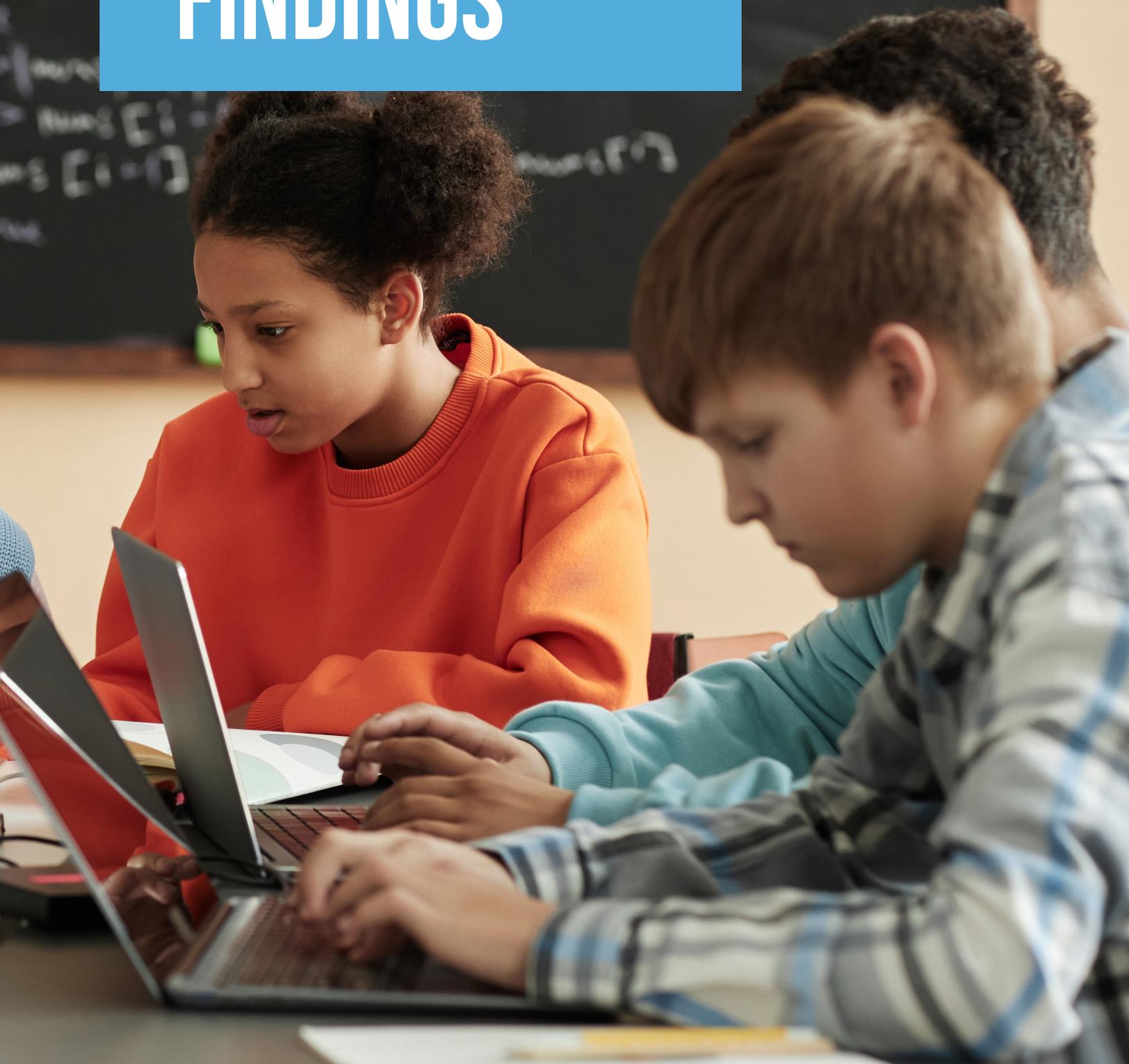
<sup>1</sup>. Filardo, Mary. 2021 State of Our Schools: America's PK-12 Public School Facilities 2021. Washington, D.C.: 21st Century School Fund.

Considering condition, capacity, utilization, educational adequacy, and funding to create a comprehensive plan



02

# APPROACH AND FINDINGS



The Long-Range Facilities Optimization Plan provides guidance to county and district leadership in making decisions to adequately fund facility improvements while working within fiscal realities. Ultimately, the plan provides opportunities for learning to occur in warm, cool, safe, and dry facilities and provide strategic updates to learning spaces. To better understand existing conditions and create an actionable plan, a comprehensive assessment and planning process were undertaken. Assessment information can be found in the *2023 State of Facilities Report*.

The facility plan for CHCCS and OCS considers the condition, capacity, utilization, educational adequacy, and funding to create a comprehensive plan. To create a successful plan, condition, adequacy and demographic information was organized and analyzed in various options ranging from minimum viable repairs through potential renovations and replacement.

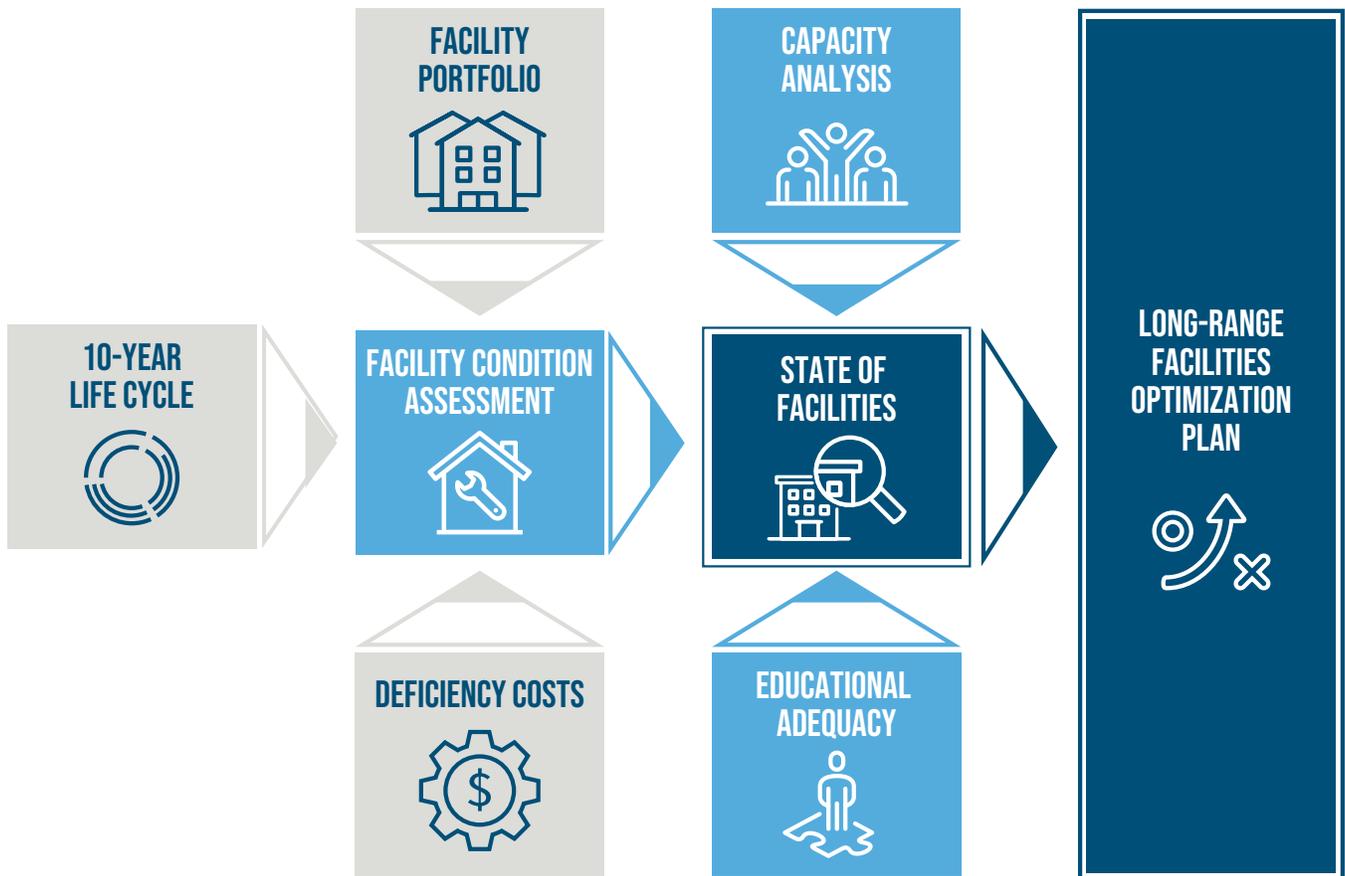
The options were vetted through an iterative process with leadership from Orange County, CHCCS, and OCS. Based on the feedback received from the stakeholders, a final recommendation was compiled for consideration. This report outlines the four options considered in each district.

The final recommendation considers the facility needs for students across both districts. It aims to promote good facility stewardship and educationally appropriate learning environments for all students.

As shown in Figure 2-1, the comprehensive data collection leads to a series of options and a final recommendation that considers the best return on investment for the residents and students of Orange County based on the following key planning questions:

- Given the condition needs of each building relative to its replacement cost, should it be maintained, renovated, or replaced?
- Given population trends relative to school capacity, does Orange County need the same, more, or fewer facilities?
- Given the size and adequacy of this building, would a renovated facility be a viable option that is able to educate students for decades to come?
- Overall, what is the best strategy to make certain every student in every community has access to safe and educationally adequate schools?

Figure 2-1: Long-Range Facility Optimization Plan Process



# OPTION DEVELOPMENT

The development of a Long-Range Facility Optimization Plan analyzes components of a district’s portfolio of schools based on grade configuration and geography. Considerations include facility condition, educational program needs, proximity of schools to one another, enrollment, utilization, and other relevant components. The recommendation for each grade configuration took into consideration their collective enrollment, capacity, and program goals and were deemed as one planning unit.

## SUMMARY OF FINDINGS

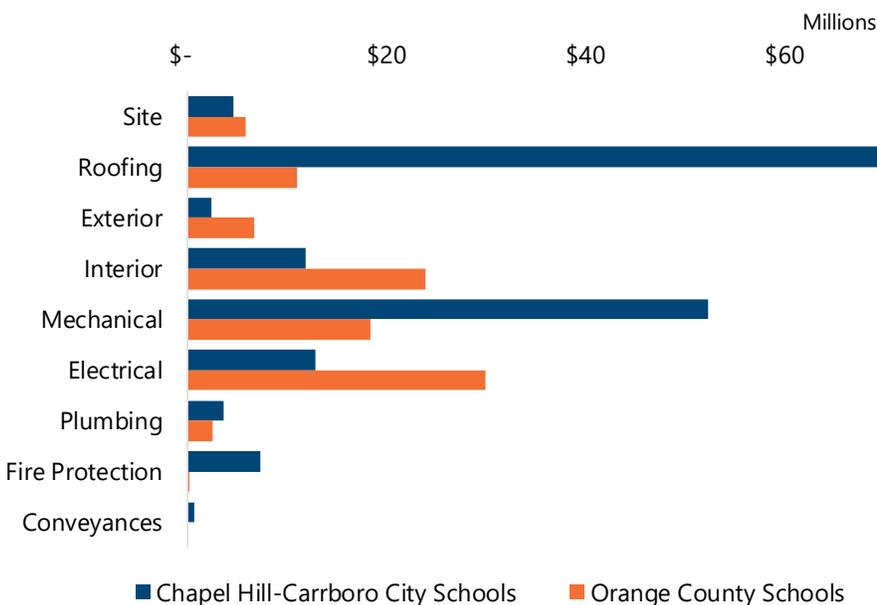
The components of the portfolio analysis included the facility condition assessments, educational adequacy assessments, enrollment, and capacity of 39 school and administrative facilities in CHCCS and OCS. The data was compiled to understand the overall condition and needs of the individual facilities to develop options and final recommendations.

The facility condition assessment findings contain detailed information associated with each building component, including the overall condition of school facilities, as well as life cycle forecasting information that attempts to identify future building and system needs. Information collected during the educational adequacy assessment included an inventory of facility features that support the learning environment and an inventory of space types and sizes.

### FACILITY CONDITION ASSESSMENT

Over the next five years, identified deficiencies and life cycle renewal needs are expected to reach more than \$498 million. Facility condition assessments revealed \$262.8 million in current facility deficiency costs and the projected five-year life cycle renewal needs are estimated to be \$235.7 million. Considering CHCCS and OCS average campus age is 46 years, many of the building systems in the state are nearing or have exceeded the end of their useful lives. Figure 2-2 shows the current deficiencies for CHCCS and OCS by building system.

Figure 2-2: CHCCS and OCS Facility Deficiencies by Building System



## DEFICIENCY PRIORITY LEVELS

Facility deficiencies have been categorized into different priority levels, ranging from Priority 1 to Priority 5, with Priority 1 being the most urgent and critical to address. Priorities are assigned based on the importance of building components and systems in keeping the facility operational.

**PRIORITY 1 - CRITICAL.** If these components are inoperable or expected to fail in the near term, it may directly affect the facility’s ability to remain open or deliver the mission. These deficiencies typically relate to building safety systems.

**PRIORITY 2 - ESSENTIAL.** Inoperability or failure of these components will cause damage to other building systems if not addressed in the near future. For example leaking or failing roofs.

**PRIORITY 3 - NECESSARY.** These deficiencies are necessary to the facility’s mission but may not require immediate attention. These items should be considered improvements required to maximize facility efficiency and usefulness.

**PRIORITY 4 - SUGGESTED.** Systems or components that may be considered improvements to the environment. The improvements may be aesthetic or provide improved functionality.

**PRIORITY 5 - IMPROVEMENTS.** Items are aesthetic in nature and include repainting, re-carpeting, or signage.

## FACILITY CONDITION INDEX

The Facility Condition Index (FCI) is an industry recognized formula that provides a way to understand the condition of the facility rather than the total need of that facility. The FCI provides a metric to compare dissimilar facilities across a portfolio (Figure 2-3). A five-year FCI was calculated by combining the current deficiencies and five-year needs to anticipate the overall condition of facilities. The five-year FCI at both CHCCS and OCS (Figure 2-4) indicates that most of the schools are in good to average condition.

A ten-year FCI was calculated by combining the current deficiencies and ten-year needs to anticipate the overall condition of facilities in the long-term. The ten-year FCI (Figure 2-5) shows how the facilities will continue to degrade; while in the next five years schools are in generally good to average condition, but in ten years, facilities are anticipated to be in below average to poor condition with some replacement candidates.

Figure 2-3: FCI Rating Scale

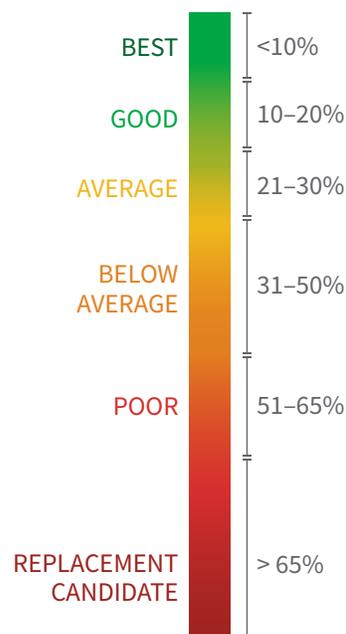


Figure 2-4: OCS and CHCCS Five-Year Facility Condition Index Ranges

5-YEAR FCI		CHCCS		OCS		Orange County	
		Campus	Area (SF)	Campus	Area (SF)	Campus	Area (SF)
Best	<10%	1	78,012	1	270,229	2	348,241
Good	11-20%	5	812,018	9	327,559	14	1,139,577
Average	21-30%	8	831,556	4	554,862	12	1,386,418
Below Average	31-50%	5	537,866	4	375,558	9	913,424
Poor	51-65%	0	-	0	-	0	-
Replace	>65%	0	-	1	12,704	1	12,704
<b>Total</b>		<b>19</b>	<b>2,259,452</b>	<b>19</b>	<b>1,540,912</b>	<b>38</b>	<b>3,800,364</b>

Figure 2-5: OCS and CHCCS Ten-Year Facility Condition Index Ranges

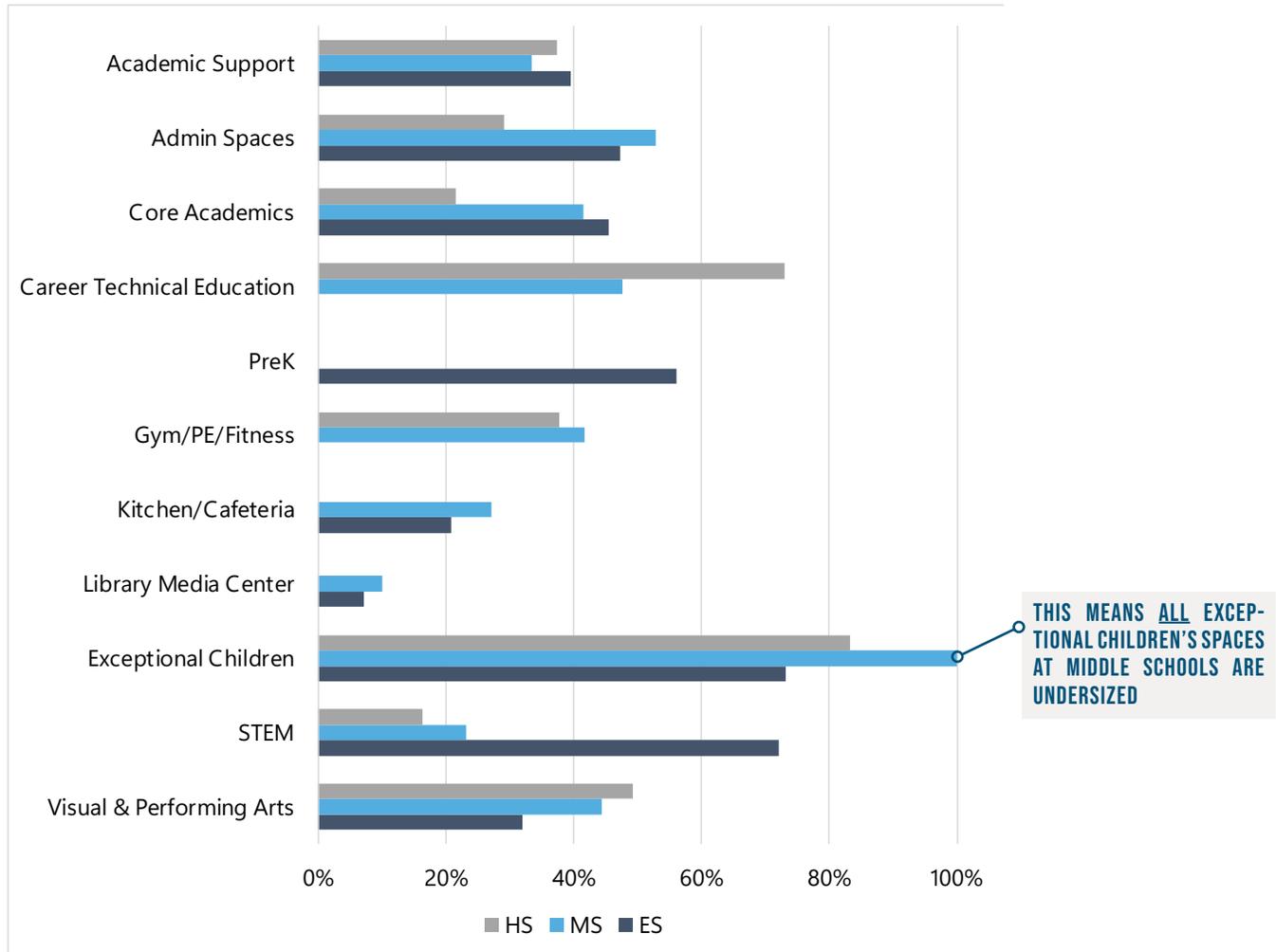
10-YEAR FCI		CHCCS		OCS		Orange County	
		Campus	Area (SF)	Campus	Area (SF)	Campus	Area (SF)
Best	<10%	0	-	0	-	0	-
Good	11-20%	1	320,328	1	270,229	2	590,557
Average	21-30%	1	109,100	3	34,879	4	143,979
Below Average	31-50%	7	914,638	6	413,898	13	1,328,536
Poor	51-65%	7	627,262	7	707,116	14	1,334,378
Replace	>65%	3	288,124	2	114,790	5	402,914
<b>Total</b>		<b>19</b>	<b>2,259,452</b>	<b>19</b>	<b>1,540,912</b>	<b>38</b>	<b>3,800,364</b>

IN 10 YEARS, MOST SCHOOLS WILL MOVE TO BELOW AVERAGE, POOR, AND REPLACE CONDITIONS

## EDUCATIONAL ADEQUACY ASSESSMENT

The adequacy assessment indicates that in general most schools have the required types of spaces; however, many of the spaces are undersized. At CHCCS over 70 percent of the exceptional children’s classrooms and over 50 percent of core classrooms are undersized based on today’s standards. At OCS, approximately 70 percent of the exceptional children’s classrooms, over 20 percent of the core classrooms at the elementary and middle schools, and over 50 percent at the high schools are undersized. These findings are understandable, given the average age of the facilities.

Figure 2-6: CHCCS and OCS: **Present but Undersized** Spaces



## UTILIZATION

The utilization of a school is determined by dividing the current enrollment by the calculated capacity of a facility. The utilization of individual schools varies across the districts and by school type. Industry best practices suggest an ideal school utilization between 80 and 100 percent. At CHCCS, the average utilization for elementary schools is 82 percent, middle schools are 96 percent utilized, and high schools are 103 percent utilized. At OCS, the average utilization for elementary schools is 80 percent, middle schools are 70 percent utilized, and high schools are 90 percent utilized. While the average utilization generally falls within the ideal range, individual school utilization falls outside that range.

Figure 2-7: Capacity vs. Enrollment at CHCCS

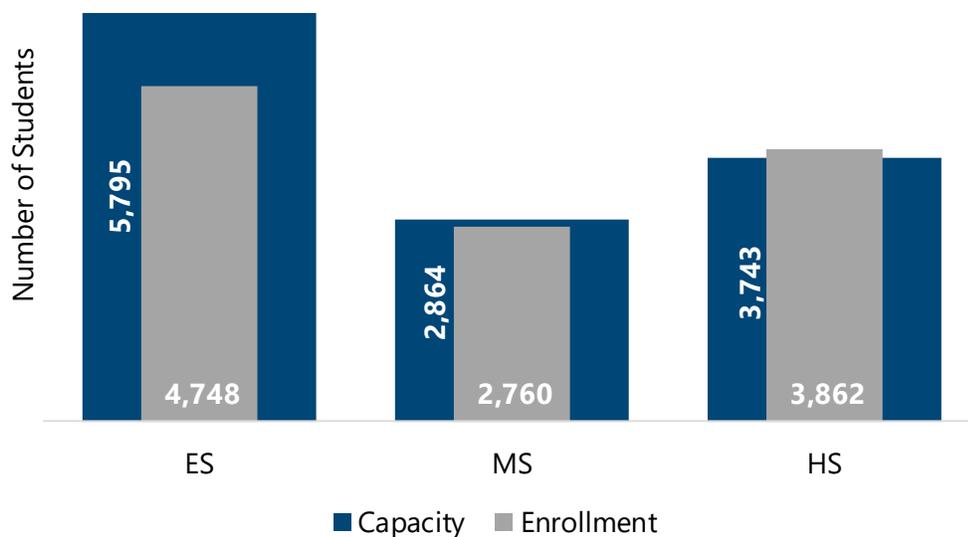
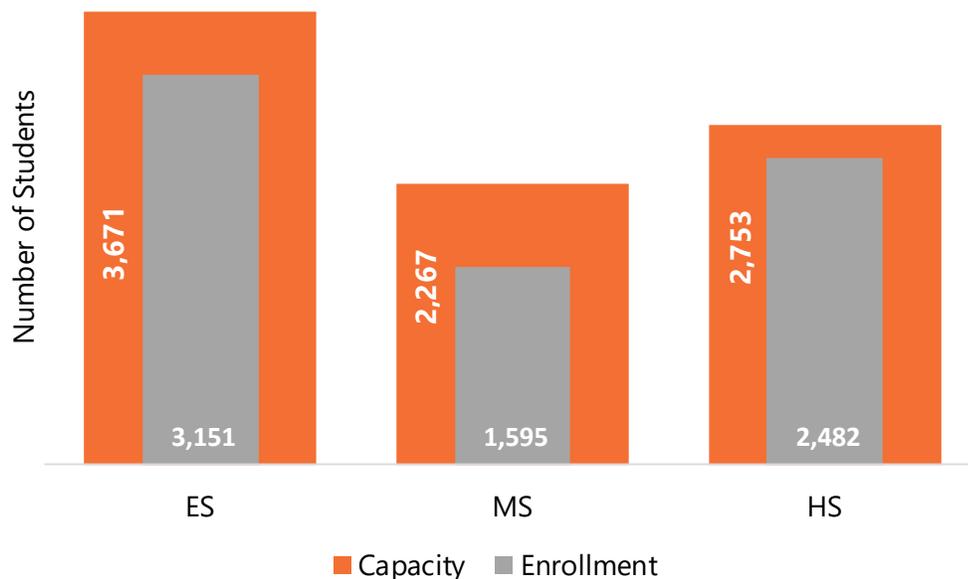


Figure 2-8: Capacity vs. Enrollment at OCS



Comparing options to determine the best path forward for CHCCS



03

# CHCCS OPTIONS

## OPTION A – COMFORTABLE AND SAFE

5-YEAR INVESTMENT: \$139.7M @ \$27.9M/YEAR

### OVERVIEW

Option A provides for high priority repairs and system replacements that address building systems that keep students and occupants warm, cool, safe, and dry.

### TIMELINE

Option A addresses only near term facility requirements. This option should be executed over the next 5 years, which is approximately \$27.9 million per year.

### PROS

- Smallest investment option
- Addresses 20 percent of facility needs

### CONS

- No improvement to educational environment
- No improvement to capacity
- No new or renovated schools
- Many facility needs not addressed

## OPTION B – COMFORTABLE AND SAFE, PLUS 10-YEAR FACILITY NEEDS

10-YEAR INVESTMENT: \$675.1M @ \$67.5M/YEAR

### OVERVIEW

Option B addresses all building needs identified in the facility condition assessment. This option brings the facility conditions to a like new state. However; there is no change to the educational spaces or adequacy of the schools.

### TIMELINE

Option B addresses anticipated facility needs of the next ten years. This option should be executed over the next 10 years, which is approximately \$67.5 million per year.

### PROS

- Addresses all facility needs

### CONS

- No improvement to educational environment
- No improvement to capacity
- No new or renovated schools
- Largest investment option

## CHCCS OPTIONS SUMMARY

OPTION	INVESTMENT	TIMELINE	COST/YEAR
OPTION A	\$139.7 M	5 YEARS	\$27.9 M
OPTION B	\$675.1 M	10 YEARS	\$67.5 M
OPTION C	\$325.2 M	10 YEARS	\$32.5 M
OPTION D	\$546.9 M	15 YEARS	\$36.5 M

## OPTION C – COMFORTABLE AND SAFE, PLUS UPGRADED LEARNING TOOLS

10-YEAR INVESTMENT: \$325.2M @ \$32.5M/YEAR

<b>OVERVIEW</b>	Option C addresses the high priority facility needs and improves the educational learning environment through school renovations, replacements, and educational adequacy improvements.
<b>TIMELINE</b>	Option C addresses high priority facility needs, adequacy improvements, and school renovations and replacements. This option should be executed over 10 years at approximately \$32.5 million investment annually.
<b>PROS</b>	<ul style="list-style-type: none"> <li>Improves the learning environment by providing students and teachers modern classrooms and tools at the schools in the most need</li> <li>School replacements address capacity needs by building facilities that meet the current and future enrollment projections, the district will improve operational efficiencies.</li> <li>Mid-range cost option only slightly higher than Option A that addresses only the basic facility needs.</li> </ul>
<b>CONS</b>	<ul style="list-style-type: none"> <li>Only the schools with the greatest need will gain new modern learning spaces and tools. Some older schools may reach the end of their useful life before the construction program is complete.</li> </ul>

## OPTION D – COMFORTABLE AND SAFE, PLUS NEW CONSTRUCTION

15-YEAR INVESTMENT: \$546.9M @ \$36.5M/YEAR

<b>OVERVIEW</b>	Option D takes a strategic approach to addressing the district’s portfolio needs through repairs, renovations, and replacements. Option D provides for a long-term plan that moves CHCCS out of its current aged and educationally insufficient portfolio and into facilities that meet current and future educational and programmatic needs of the district.
<b>TIMELINE</b>	Option D is a significant investment in the future of CHCCS. In order to complete this option, it is recommended to implement over the next 15 years with an annual investment of approximately \$36.5 million.
<b>PROS</b>	<ul style="list-style-type: none"> <li>Improves the learning environment by providing students and teachers with modern classrooms and tools.</li> <li>School replacements address capacity needs and improve the learning environment for the students of CHCCS. Replacement schools were identified based on their condition, educational adequacy, and utilization.</li> <li>Consolidating schools reduces the overall size of the CHCCS portfolio, which improves operational efficiencies.</li> </ul>
<b>CONS</b>	<ul style="list-style-type: none"> <li>Significant long-term investment</li> <li>Short term disruptions from swing space necessary to complete construction.</li> </ul>

PRO	CON
Smallest Investment	No improvement to educational environment or portfolio
Addresses all facility needs	No change to educational environment, Largest Investment
Improved learning environment, modern classrooms, addresses capacity issues, Similar investment as Option A which only addresses basic facility needs	Only schools with greatest need gain new modern learning spaces and tools
Improves learning environment with modern classrooms and tools, address capacity issues, reduces portfolio size which improves operational efficiencies	Significant long term investment; short term disruptions due to construction

## CHCCS OPTIONS DETAILS

	OPTION A COMFORTABLE AND SAFE	OPTION B COMFORTABLE AND SAFE, PLUS 10-YEAR FACILITY NEEDS	COMFORTABLE AND SAFE,
SCHOOL NAME	BUDGET	BUDGET	STRATEGY
CARRBORO ES	\$0.0 M	\$22.0 M	Replacement School
EPHESUS ES	\$8.5 M	\$28.2 M	High Priority Needs
ESTES HILLS ES	\$3.4 M	\$29.5 M	Replacement School
FRANK PORTER GRAHAM ES	\$5.4 M	\$30.9 M	Consolidate
GLENWOOD ES	\$1.0 M	\$16.3 M	High Priority Needs
MORRIS GROVE ES	\$4.5 M	\$24.6 M	High Priority Needs
NORTHSIDE ES	\$0.0 M	\$13.3 M	High Priority Needs
RASHKIS ES	\$6.4 M	\$29.7 M	High Priority Needs
SCROGGS ES	\$4.4 M	\$29.9 M	High Priority Needs
SEAWELL ES	\$0.5 M	\$23.1 M	High Priority Needs
MCDOUGLE ES	\$15.3 M	\$60.8 M	High Priority Needs
CARRBORO HS	\$9.2 M	\$67.1 M	High Priority Needs
CHAPEL HILL HS	\$10.9 M	\$29.6 M	High Priority Needs
E. CHAPEL HILL HS	\$23.2 M	\$75.6 M	High Priority Needs
PHOENIX ACADEMY	\$1.5 M	\$2.8 M	Renovation
MCDOUGLE MS	\$15.3 M	\$60.8 M	High Priority Needs
CULBRETH MS	\$8.9 M	\$44.6 M	Replacement School
PHILLIPS MS	\$3.6 M	\$29.0 M	High Priority Needs
SMITH MS	\$12.5 M	\$42.2 M	Adequacy (Learning Tools)
LINCOLN CENTER	\$5.2 M	\$15.0 M	-
NEW MIDDLE SCHOOL	-	-	-
<b>TOTAL</b>	<b>\$139.7 M</b>	<b>\$675.1 M</b>	

OPTION C PLUS UPGRADED LEARNING TOOLS	OPTION D COMFORTABLE AND SAFE, PLUS NEW CONSTRUCTION	
BUDGET	STRATEGY	BUDGET
\$49.5 M	Replacement School	\$49.5 M
\$8.5 M	Renovation	\$28.9 M
\$49.5 M	Consolidate	\$1.3 M
\$1.4 M	Consolidate	\$1.4 M
\$1.0 M	Renovation	\$26.3 M
\$4.5 M	Renovation	\$11.8 M
\$0.0 M	Renovation	\$14.2 M
\$6.4 M	Renovation	\$15.1 M
\$4.4 M	Renovation	\$12.2 M
\$0.5 M	Renovation	\$25.9 M
\$15.3 M	Renovation	\$34.3 M
\$37.7 M	High Priority Needs	\$37.7 M
\$10.9 M	High Priority Needs	\$10.9 M
\$23.2 M	Renovation	\$23.2 M
\$5.7 M	Renovation	\$5.7 M
\$15.3 M	Adequacy (Learning Tools)	\$17.9 M
\$71.5 M	Replacement School	\$71.5 M
\$3.6 M	Replacement School	\$71.5 M
\$16.3 M	Adequacy (Learning Tools)	\$16.3 M
-	-	-
-	New School (Replacing capacity from McDougle ES/MS)	\$71.5 M
<b>\$325.2 M</b>		<b>\$546.9 M</b>

Comparing options to determine the best path forward for OCS



04

# OCS OPTIONS

## OPTION A – COMFORTABLE AND SAFE

5-YEAR INVESTMENT: \$80.1M @ \$16.0M/YEAR

### OVERVIEW

Option A provides for high priority repairs and system replacements that address building systems that keep students and occupants warm, cool, safe, and dry.

### TIMELINE

Option A addresses only near term facility requirements. This option should be executed over the next 5 years, which is approximately \$16 million per year.

### PROS

- Smallest investment option
- Addresses 20 percent of facility needs

### CONS

- No change to educational environment
- No adjustments to capacity
- No new or renovated schools
- Many facility needs not addressed

## OPTION B – COMFORTABLE AND SAFE, PLUS 10-YEAR FACILITY NEEDS

10-YEAR INVESTMENT: \$421.7M @ \$42.2M/YEAR

### OVERVIEW

Option B addresses all building needs identified in the facility condition assessment. This option brings the facility conditions to a like new state. However; there is no change to the educational spaces or adequacy of the schools.

### TIMELINE

Option B addresses anticipated facility needs of the next ten years. This option should be executed over the next 10 years, which is approximately \$42.2 million per year.

### PROS

- Addresses all facility needs

### CONS

- No change to educational environment
- No adjustments to capacity
- No new or renovated schools
- Largest investment option

## OCS OPTIONS SUMMARY

OPTION	INVESTMENT	TIMELINE	COST/YEAR
OPTION A	\$80.1 M	5 YEARS	\$16.0 M
OPTION B	\$421.7 M	10 YEARS	\$42.2 M
OPTION C	\$216.0 M	10 YEARS	\$21.6 M
OPTION D	\$463.9 M	15 YEARS	\$30.9 M

## OPTION C – COMFORTABLE AND SAFE, PLUS UPGRADED LEARNING TOOLS

10-YEAR INVESTMENT: \$216.0M @ \$21.6M/YEAR

<b>OVERVIEW</b>	Option C addresses the high priority facility needs and improves the educational learning environment through school renovations, replacements, and educational adequacy improvements.
<b>TIMELINE</b>	Option C addresses high priority facility needs, adequacy improvements, and school renovations and replacements. This option should be executed over 10 years at approximately \$21.6 million invested annually.
<b>PROS</b>	<ul style="list-style-type: none"> <li>Improves the learning environment by providing students and teachers modern classrooms and tools at the schools in the most need</li> <li>School replacements address capacity needs, by building facilities that meet the current and future enrollment projections, the district will improve operational efficiencies.</li> <li>New school alleviates over capacity at the elementary grade level. Additionally, the location is planned in the northwestern area of the district where growth is occurring and anticipated to continue.</li> <li>Mid-range cost option only slightly higher than Option A that addresses only the basic facility needs.</li> </ul>
<b>CONS</b>	<ul style="list-style-type: none"> <li>Only the schools with the greatest need will gain new modern learning spaces and tools. Some older schools may reach the end of their useful life before the construction program is complete.</li> </ul>

## OPTION D – COMFORTABLE AND SAFE, PLUS NEW CONSTRUCTION

15-YEAR INVESTMENT: \$463.9M @ \$30.9M/YEAR

<b>OVERVIEW</b>	Option D takes a strategic approach to addressing the districts portfolio needs through repairs, renovations, and replacements. Option D provides for a long-term plan that moves OCS out of its current portfolio and into facilities that meet current and future educational and programmatic needs of the district.
<b>TIMELINE</b>	Option D is a significant investment in the future of OCS. In order to complete this option, it is recommended to occur over 15 years with an annual investment of approximately \$30.9 million.
<b>PROS</b>	<ul style="list-style-type: none"> <li>Improves the learning environment by providing students and teachers with modern classrooms and tools</li> <li>School replacements and renovations address over capacity at the middle and high school grade levels and improve the learning environment for the students of OCS. Replacement schools were identified based on their condition, educational adequacy, and utilization.</li> <li>New school alleviates over capacity at the elementary grade level. Additionally, the location is planned in the northwestern area of the district where growth is occurring and anticipated to continue.</li> </ul>
<b>CONS</b>	<ul style="list-style-type: none"> <li>Significant long-term investment</li> <li>Short term disruptions from swing space necessary to complete construction.</li> </ul>

PRO	CON
Smallest Investment	No improvement to educational environment or portfolio
Addresses all facility needs	No change to educational environment, Largest Investment
Improved learning environment, modern classrooms, addresses capacity issues, Similar investment as Option A which only addresses basic facility needs	Only schools with greatest need gain new modern learning spaces and tools
Improves learning environment with modern classrooms and tools, address capacity issues, reduces portfolio size which improves operational efficiencies	Significant long term investment; short term disruptions due to construction

## OCS OPTIONS DETAILS

	OPTION A COMFORTABLE AND SAFE	OPTION B COMFORTABLE AND SAFE, PLUS 10-YEAR FACILITY NEEDS	COMFORTABLE AND SAFE,
SCHOOL NAME	BUDGET	BUDGET	STRATEGY
CENTRAL ES (Partial Rebuild)	\$6.1 M	\$18.1 M	Replacement School
EFLAND-CHEEKS ES	\$1.3 M	\$16.6 M	High Priority Needs
GRADY BROWN ES	\$4.8 M	\$15.8 M	High Priority Needs
HILLSBOROUGH ES	\$2.8 M	\$21.3 M	Consolidate with Central ES
NEW HOPE ES	\$3.0 M	\$46.6 M	Adequacy (Learning Tools)
PATHWAYS ES	\$4.7 M	\$15.6 M	High Priority Needs
RIVER PARK ES	\$3.0 M	\$28.1 M	High Priority Needs
NEW ELEMENTARY SCHOOL	-	-	New Elementary School
CEDAR RIDGE HS	\$6.3 M	\$24.2 M	High Priority Needs
ORANGE HS	\$5.8 M	\$75.8 M	High Priority Needs
PARTNERSHIP ACADEMY	\$0.1 M	\$0.8 M	High Priority Needs
A.L. STANBACK MS	\$18.5 M	\$52.9 M	High Priority Needs
GRAVELLY HILL MS	\$13.9 M	\$33.1 M	Renovation
ORANGE MS	\$6.9 M	\$48.9 M	High Priority Needs
ADMINISTRATIVE ANNEX	-	\$1.8 M	-
ADMINISTRATIVE ANNEX II (TRANSP DISPATCH)	-	\$0.5 M	-
CENTRAL OFFICE	\$0.0 M	\$1.2 M	High Priority Needs
MAINTENANCE DEPARTMENT	\$0.4 M	\$2.5 M	High Priority Needs
TRANSPORTATION DEPARTMENT	\$1.7 M	\$7.9 M	High Priority Needs
WELCOME CENTER	\$0.7 M	\$10.2 M	High Priority Needs
<b>TOTAL</b>	<b>\$80.1 M</b>	<b>\$421.7 M</b>	

OPTION C PLUS UPGRADED LEARNING TOOLS		OPTION D COMFORTABLE AND SAFE, PLUS NEW CONSTRUCTION	
BUDGET		STRATEGY	BUDGET
\$49.5 M		Replacement School	\$34.5 M
\$1.3 M		Adequacy (Learning Tools)	\$3.4 M
\$4.8 M		High Priority Needs	\$4.8 M
\$1.3 M		Consolidate with Central ES	\$1.3 M
\$13.0 M		Adequacy (Learning Tools)	\$13.0 M
\$4.7 M		High Priority Needs	\$4.7 M
\$3.0 M		High Priority Needs	\$6.7 M
\$49.5 M		New School	\$49.5 M
\$6.3 M		High Priority Needs	\$6.3 M
\$5.8 M		Replacement School	\$153.9 M
\$0.1 M		Replacement School	\$9.4 M
\$18.5 M		Renovation	\$54.0 M
\$48.5 M		Renovation	\$48.5 M
\$6.9 M		Replacement School	\$71.5 M
-		-	-
-		-	-
\$0.0 M		-	-
\$0.4 M		-	-
\$1.7 M		High Priority Needs	\$1.7 M
\$0.7 M		High Priority Needs	\$0.7 M
<b>\$216.0 M</b>			<b>\$463.9 M</b>

The best recommendation to strategically invest in facilities to improve the teaching and learning environment at CHCCS and OCS.



# 05 RECOMMENDATION

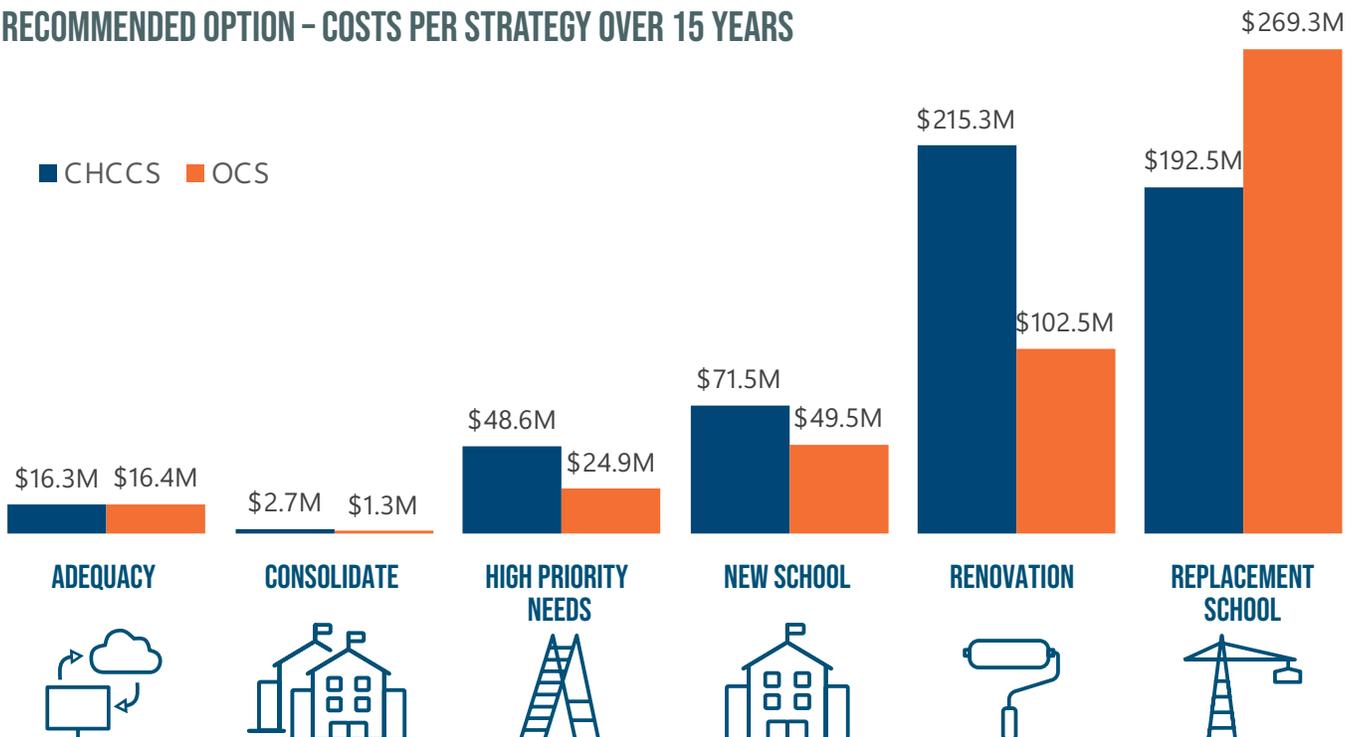
Woolpert recommends Orange County consider Option D as a path forward to strategically invest in school facilities and improve the learning environment. The recommendation considers the facility condition, educational adequacy, utilization, enrollment projections, industry best practices, and goals of each district. The recommendation provides CHCCS and OCS with a fiscally responsible plan that sustains the districts' facilities for the long-term and improves the teaching and learning environment.

The recommendation calls for \$1 billion investment over 15 years. The 15-year time frame is driven by the large investment and number of projects that need to be completed. It is suggested that the plan be achieved through three construction phases prioritized by District leadership and designed to minimize student disruption and costs during construction.

## BENEFITS

- Enhanced teaching and learning environments advance educational outcomes and opportunities
- Improved school utilization provides students the flexible spaces necessary for multiple learning styles
- Updated classroom spaces and learning tools to meet today's education standards
- Right-sized portfolio creates operational efficiencies
- Investing in the community attracts and retains residents by providing competitive schools

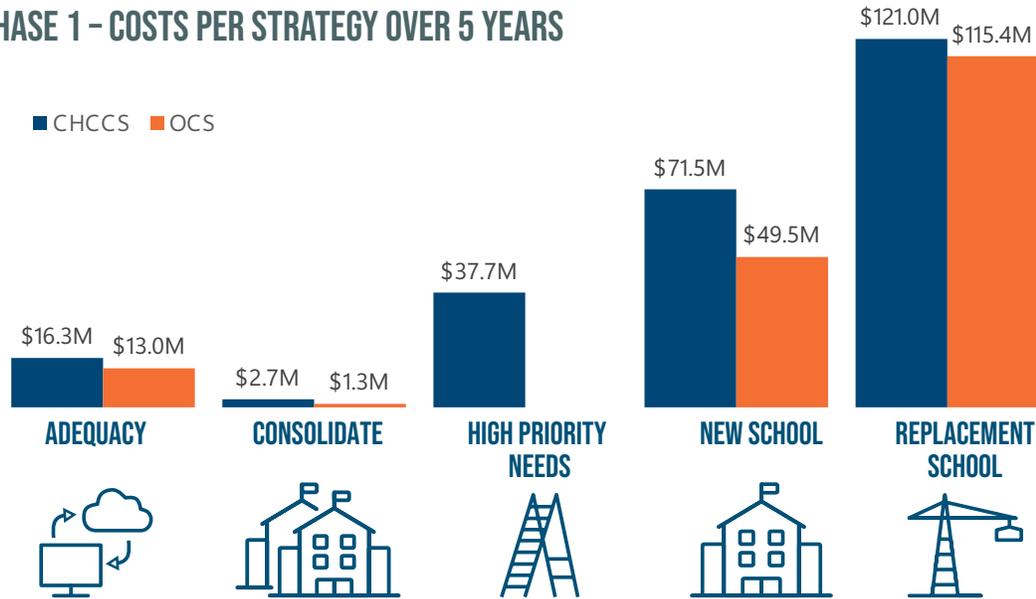
## RECOMMENDED OPTION – COSTS PER STRATEGY OVER 15 YEARS



## PHASE 1 (YEARS 1-5)

Phase 1 addresses the capacity needs of both districts and the facilities in the poorest condition. Phase 1 builds the only new capacity school recommended in the plan. Phase 1 plans for the construction of a new elementary school for OCS to accommodate West-side growth along with priority replacement schools for OCS. Phase 1 also includes replacement schools in the worst condition for CHCCS and closing Frank Porter Graham Elementary school which will be used as swing space during construction.

### PHASE 1 – COSTS PER STRATEGY OVER 5 YEARS



### CHAPEL HILL-CARRBORO CITY SCHOOLS

Facility	Strategy	Budget
Carrboro ES	Replacement School	\$49.5M
New MS	New School	\$71.5M
Estes Hills ES	Consolidate	\$1.3M
Frank Porter Graham ES	Consolidate	\$1.4M
Carrboro High	High Priority Needs	\$37.7M
Culbreth MS	Replacement School	\$71.5M
Smith MS	Adequacy	\$16.3M
	<b>Total</b>	<b>\$249.2M</b>

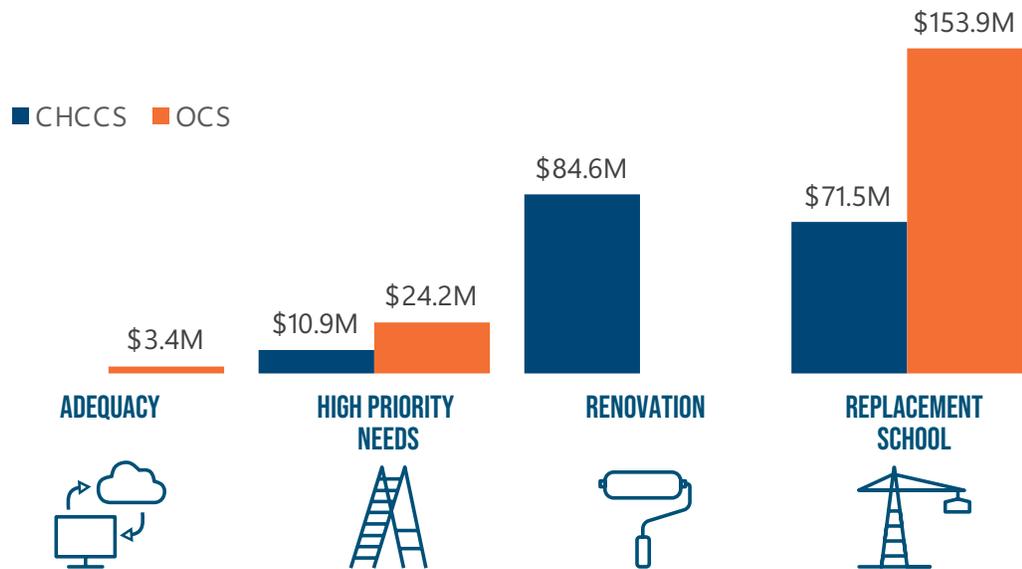
### ORANGE COUNTY SCHOOLS

Facility	Strategy	Budget
Central ES (Partial Rebuild)	Replacement School	\$34.5M
New ES	New School	\$49.5M
Hillsborough ES	Consolidate	\$1.3M
Orange MS	Replacement School	\$71.5M
New Hope ES	Adequacy	\$13.0M
Partnership Academy	Replacement School	\$9.4M
	<b>Total</b>	<b>\$179.2M</b>

## PHASE 2 (YEARS 6-10)

Phase 2 focuses on improving educational adequacy and condition of schools in years five through ten of the plan. School renovations include updating space sizes to meet modern educational standards.

### PHASE 2 – COSTS PER STRATEGY OVER 5 YEARS



### CHAPEL HILL-CARRBORO CITY SCHOOLS

Facility	Strategy	Budget
Phoenix Academy	Renovation	\$5.7M
Chapel Hill High	High Priority Needs	\$10.9M
Ephesus ES	Renovation	\$28.9M
Morris Grove ES	Renovation	\$11.8M
Rashkis ES	Renovation	\$15.1M
E. Chapel Hill HS	Renovation	\$23.2M
Phillips MS	Replacement School	\$71.5M
	<b>Total</b>	<b>\$167.0M</b>

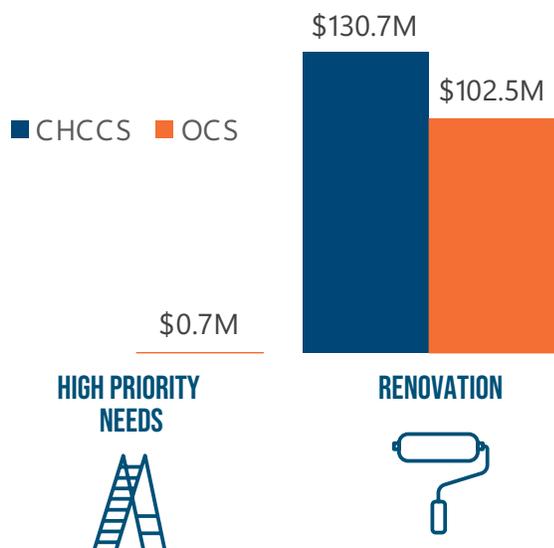
### ORANGE COUNTY SCHOOLS

Facility	Strategy	Budget
Efland-Cheeks ES	Adequacy	\$3.4M
Grady Brown ES	High Priority Needs	\$4.8M
Pathways ES	High Priority Needs	\$4.7M
River Park ES	High Priority Needs	\$6.7M
Cedar Ridge HS	High Priority Needs	\$6.3M
Maintenance Department	High Priority Needs	\$0.0M
Orange HS	Replacement School	\$153.9M
Transportation Department	High Priority Needs	\$1.7M
	<b>Total</b>	<b>\$181.5M</b>

## PHASE 3 (YEARS 11-15)

Phase 3 focuses on completing the renovations and replacement schools in years 10 through 15, as well as some high priority facility needs at administrative facilities. The renovations and replacement schools will update classrooms to modern standards.

### PHASE 3 – COSTS PER STRATEGY OVER 5 YEARS



### CHAPEL HILL-CARRBORO CITY SCHOOLS

Facility	Strategy	Budget
McDougle ES-MS	Renovation	\$52.1M
Glenwood ES	Renovation	\$26.3M
Northside ES	Renovation	\$14.2M
Scroggs ES	Renovation	\$12.2M
Seawell ES	Renovation	\$25.9M
	<b>Total</b>	<b>\$130.7M</b>

### ORANGE COUNTY SCHOOLS

Facility	Strategy	Budget
Welcome Center	High Priority Needs	\$0.7M
A.L. Stanback MS	Renovation	\$54.0M
Gravelly Hill MS	Renovation	\$48.5M
	<b>Total</b>	<b>\$103.2M</b>

# RECOMMENDED PHASES

		FACILITY	STRATEGY	BUDGET	2025	2026	2027	2028	
<b>PHASE 1</b>	<b>CHCCS</b>	Carrboro ES	Replacement School	\$49.5M	\$9.9M	\$19.8M	\$19.8M		
		New MS	New School	\$71.5M	\$14.3M	\$28.6M	\$28.6M		
		Estes Hills ES	Consolidate	\$1.3M			\$1.3M		
		Frank Porter Graham ES	Consolidate	\$1.4M			\$1.4M		
		Carrboro HS	High Priority Needs	\$37.7M			\$7.5M	\$15.1M	
		Culbreth MS	Replacement School	\$71.5M			\$14.3M	\$28.6M	
		Smith MS	Adequacy	\$16.3M				\$16.3M	
	<b>OCS</b>	Central ES (Partial Rebuild)	Replacement School	\$34.5M	\$17.3M	\$17.3M			
		New ES	New School	\$49.5M	\$9.9M	\$19.8M	\$19.8M		
		Hillsborough ES	Consolidate	\$1.3M		\$1.3M			
		Orange MS	Replacement School	\$71.5M			\$7.2M	\$35.8M	
		New Hope ES	Adequacy	\$13.0M					
		Partnership Academy	Replacement School	\$9.4M					
	<b>TOTAL</b>			<b>\$428.4M</b>	<b>\$51.3M</b>	<b>\$86.8M</b>	<b>\$99.9M</b>	<b>\$95.7M</b>	
	<b>PHASE 2</b>	<b>CHCCS</b>	Phoenix Academy	Renovation	\$5.7M				
			Chapel Hill HS	High Priority Needs	\$10.9M				
Ephesus ES			Renovation	\$28.9M					
Morris Grove ES			Renovation	\$11.8M					
Rashkis ES			Renovation	\$15.1M					
E. Chapel Hill HS			Renovation	\$23.2M					
Phillips MS			Replacement School	\$71.5M					
<b>OCS</b>		Efland-Cheeks ES	Adequacy	\$3.4M					
		Grady Brown ES	High Priority Needs	\$4.8M					
		Pathways ES	High Priority Needs	\$4.7M					
		River Park ES	High Priority Needs	\$6.7M					
		Cedar Ridge HS	High Priority Needs	\$6.3M					
		Maintenance Department	High Priority Needs	\$0.0M					
		Orange HS	Replacement School	\$153.9M			\$7.7M		
Transportation Department	High Priority Needs	\$1.7M							
<b>TOTAL</b>			<b>\$348.5M</b>			<b>\$7.7M</b>			
<b>PHASE 3</b>	<b>CHCCS</b>	McDougle ES-MS	Renovation	\$52.1M					
		Glenwood ES	Renovation	\$26.3M					
		Northside ES	Renovation	\$14.2M					
		Scroggs ES	Renovation	\$12.2M					
		Seawell ES	Renovation	\$25.9M					
	<b>OCS</b>	Welcome Center	High Priority Needs	\$0.7M					
		A.L. Stanback MS	Renovation	\$54.0M					
		Gravelly Hill MS	Renovation	\$48.5M					
<b>TOTAL</b>			<b>\$233.9M</b>						
<b>GRAND TOTAL</b>			<b>\$1,010.8M</b>	<b>\$51.3M</b>	<b>\$86.8M</b>	<b>\$107.6M</b>	<b>\$95.7M</b>		

2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
\$15.1M										
\$28.6M										
\$28.6M										
\$13.0M										
\$9.4M										
\$94.7M										

	\$5.7M									
		\$10.9M								
		\$14.4M	\$14.4M							
			\$11.8M							
				\$15.1M						
					\$23.2M					
			\$14.3M	\$28.6M	\$28.6M					
	\$3.4M									
	\$4.8M									
	\$4.7M									
	\$6.7M									
	\$6.3M									
	\$0.0M									
		\$23.1M	\$61.6M	\$61.6M						
					\$1.7M					
	\$31.6M	\$48.4M	\$102.1M	\$105.2M	\$53.5M					

						\$52.1M				
							\$26.3M			
								\$14.2M		
								\$12.2M		
									\$25.9M	
					\$0.7M					
					\$10.8M	\$21.6M	\$21.6M			
								\$9.7M	\$19.4M	\$19.4M
					\$11.5M	\$73.7M	\$47.9M	\$36.1M	\$45.3M	\$19.4M
\$94.7M	\$31.6M	\$48.4M	\$102.1M	\$105.2M	\$65.0M	\$73.7M	\$47.9M	\$36.1M	\$45.3M	\$19.4M

Orange County should focus investment in the building systems that keep students and teachers comfortable, safe and dry.



06

# ONGOING CAPITAL RENEWALS

Ongoing capital renewals are building system or component renovations and replacements based on expected useful life estimated during the facility condition assessment. Planning for ongoing capital renewals is essential to properly operate school facilities to support the educational missions of CHCCS and OCS. Building professionals within the industry generally use current replacement value (CRV) of their portfolios as a basis for budgeting. It is generally accepted that two percent of CRV should be spent annually to support ongoing capital renewals.<sup>1</sup>

Our experience and industry studies find that historically, spending on school facilities is well below the amount necessary to adequately maintain the portfolio.<sup>1</sup> Orange County is responsible for facilities with a CRV of approximately \$1.74 billion. Based on a two percent CRV, Orange County should be investing approximately \$34.9 million in the maintenance of CHHCS and OCS facilities.

For planning purposes, Orange County should focus investment in the building systems that keep students and teachers comfortable, safe and dry.

- For facilities planned for major renovations or replacement in the next five years, the recommendation discussed in the previous section includes only Priority 1, safety-related components.
- For facilities planned for major renovations or replacement in five-ten years, the recommendation includes Priority 1–3 components to make certain the facilities remained functional until that time. The analysis anticipates an average annual expenditure of \$27.5 million annually for ongoing capital renewals (Table 6-1).

Table 6-1: Summary of Ongoing Capital Renewal Needs

	TOTAL BUDGET	AVG ANNUAL EXPENDITURE	2025	2026	2027	2028	2029	2030
<b>CHCCS</b>	\$270.2M	\$18.0M	\$80.2M	\$0.6M	\$3.6M	\$21.1M	\$27.5M	\$14.0M
<b>OCS</b>	\$142.3M	\$9.5M	\$42.6M	\$0.0M	\$2.6M	\$25.2M	\$1.3M	\$3.0M
<b>ORANGE COUNTY</b>	\$412.4M	\$27.5M	\$122.8M	\$0.6M	\$6.3M	\$46.3M	\$28.8M	\$17.0M

1. Filardo, Mary. 2021 State of Our Schools: America's PK–12 Public School Facilities 2021. Washington, D.C.: 21st Century School Fund.

The Facility Condition Assessment data was loaded into Brightly’s Predictor software to analyze various funding scenarios. Brightly’s Predictor accurately predicts and compares how various funding scenarios could impact facilities in the future. The following scenarios were evaluated.

- Unconstrained budget
- \$34.9 million per year budget (2%CRV)
- \$27.5 million per year budget (prioritized ongoing capital renewals)

Brightly evaluates the condition of a portfolio using an Overall Service Index (OSI). The OSI rates the condition from 0 (like new) to 6 (end of life). The reports produced by Brightly’s Predictor software provide an estimate of how the condition (OSI) of the portfolio will change based the value of facility investment each year.

## UNCONSTRAINED BUDGET

Figure 6-2 simulates if all facility improvements necessary were completed every year. Yearly spending averages approximately \$122 million per year for ten years and maintains an approximately 2.7 OSI, indicating that the overall condition of the facility portfolio would improve from its current state and on average the facility components would have more than 50% of their useful life remaining.

Figure 6-2: OSI Prediction if All Facility Improvements were Completed Every Year

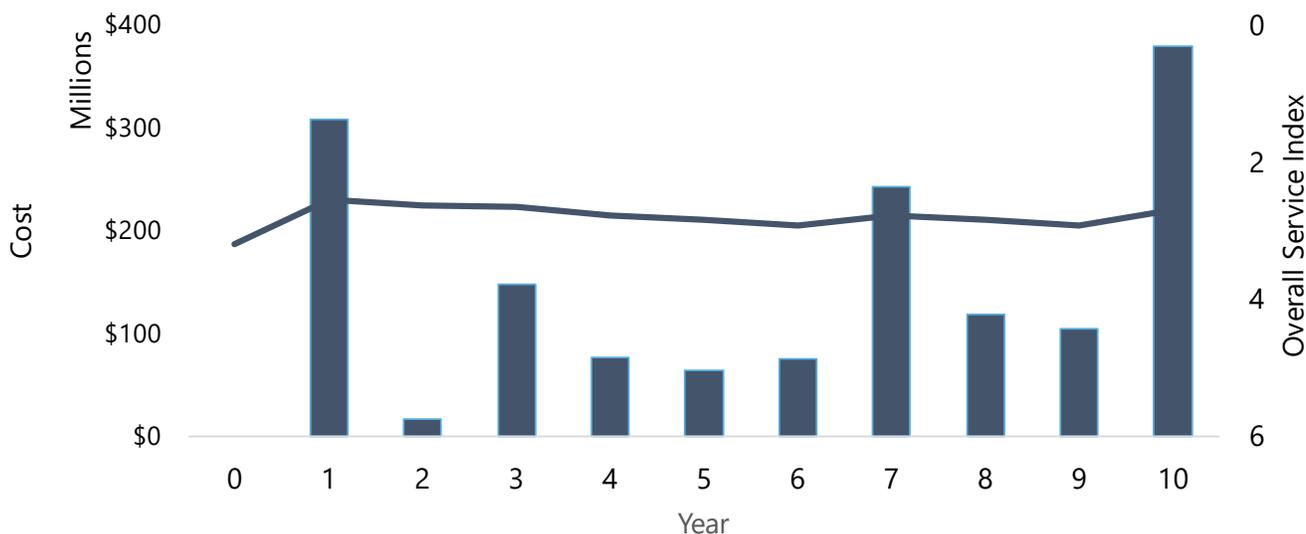


Figure 6-1: Overall Service Index Ratings

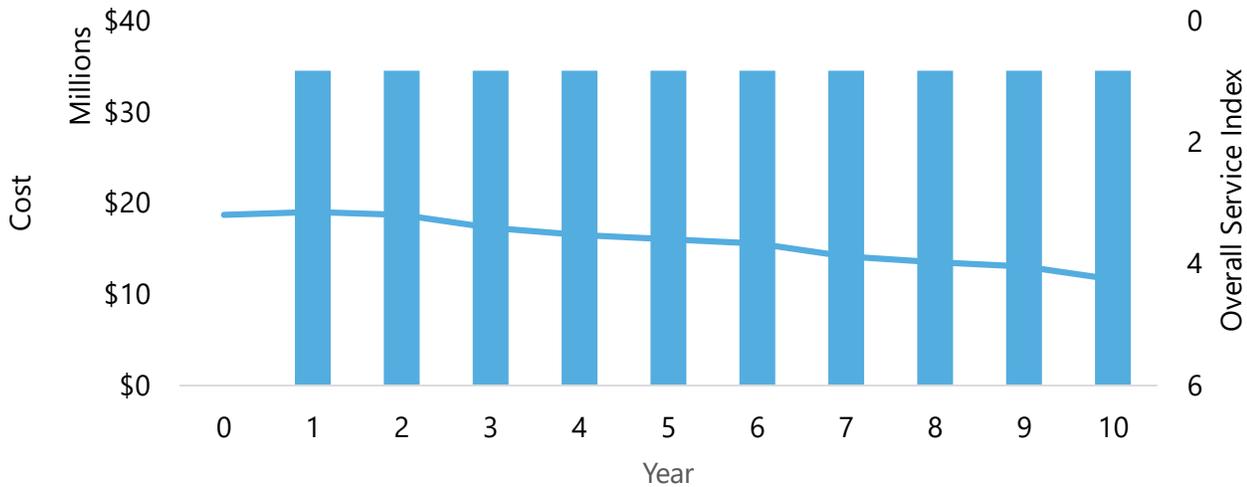
OSI	REMAINING LIFE
0	100%
1	83%
2	67%
3	50%
4	33%
5	17%
6	0%

2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
\$0.0M	\$31.5M	\$19.7M	\$3.7M	\$6.5M	\$0.0M	\$32.0M	\$0.0M	\$0.1M	\$29.7M
\$0.7M	\$13.7M	\$9.9M	\$7.7M	\$3.5M	\$0.0M	\$31.7M	\$0.0M	\$0.0M	\$0.3M
\$0.7M	\$45.2M	\$29.5M	\$11.4M	\$10.0M	\$0.0M	\$63.8M	\$0.0M	\$0.1M	\$30.1M

## \$34.9 MILLION PER YEAR BUDGET (2% CRV)

Industry best practices suggest districts should spend 2 percent of the CRV on periodic renewals annually, for Orange County this means investing \$34.9 million annually on periodic renewals. Figure 6-3 shows the OSI degrading from a 3.21 to a 4.27 over the next ten years. This indicates that a funding level of \$34.9 million over ten years decreases the condition of the building systems, resulting in an average remaining useful life of building systems and components less than 30 percent

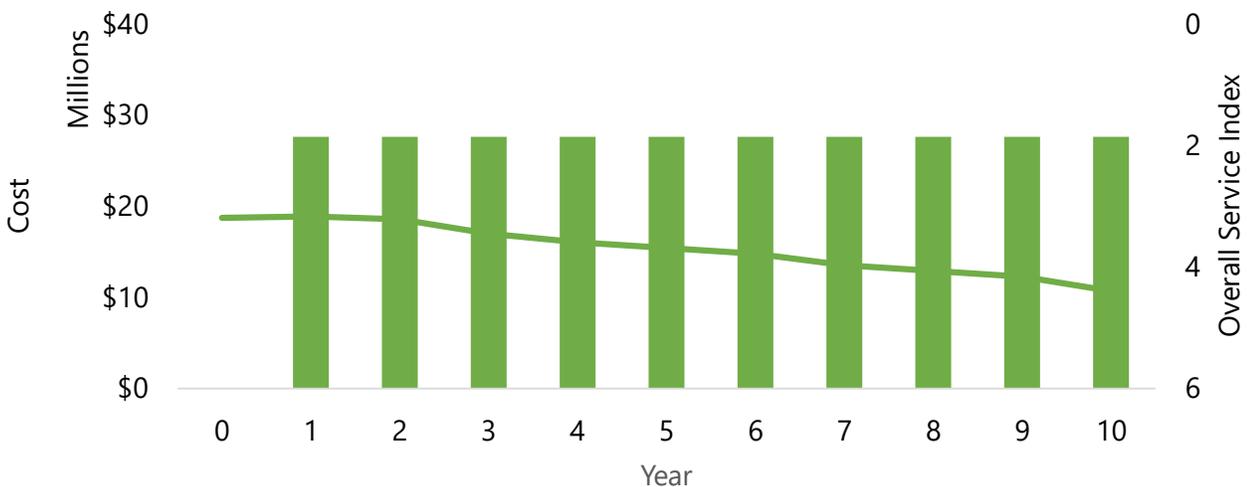
Figure 6-3: OSI Prediction Following Orange County’s Capital Improvement Plan



## \$27.5 MILLION PER YEAR BUDGET (PRIORITIZED ONGOING CAPITAL RENEWALS)

Based on the facility condition assessment and recommended long-range facilities optimization plan, Orange County should anticipate an average annual expenditure of \$27.5 million annually for ongoing capital renewals. Figure 6-4 shows the OSI degrading from a 3.21 to a 4.41 over the next ten years at this investment level. This indicates that a funding level of \$27.5 million over ten years decreases the condition of the building systems, resulting in an average remaining useful life of building systems and components less than 30 percent.

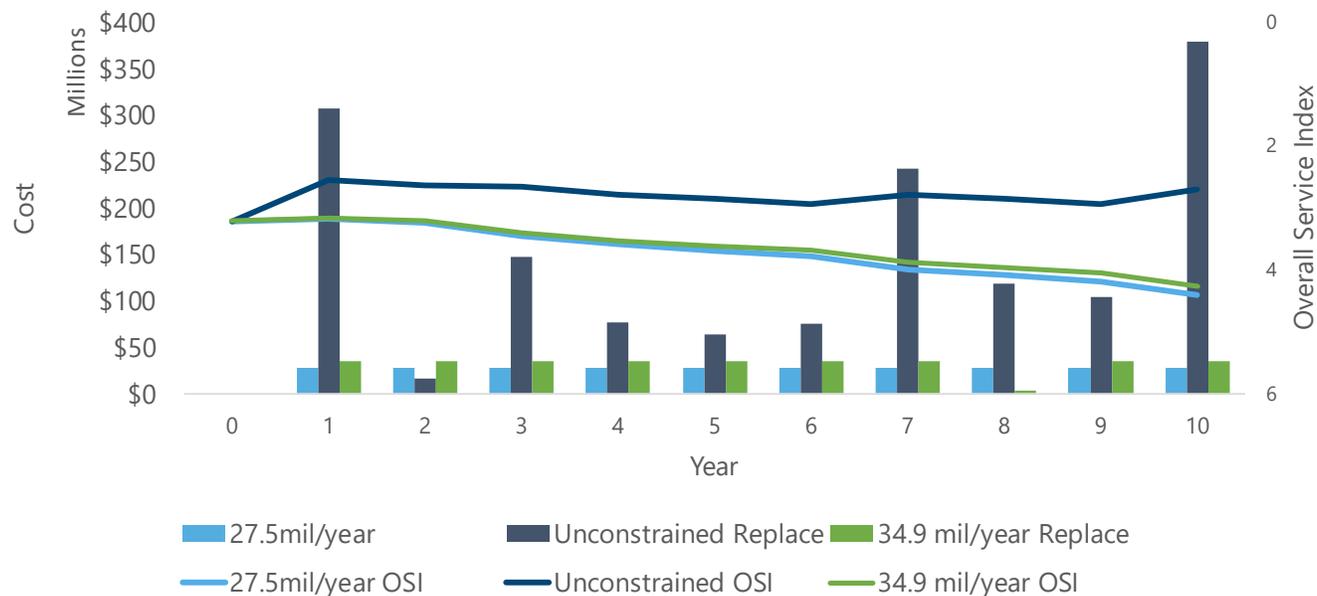
Figure 6-4: OSI Prediction if \$40M is Spent in on Facility Improvements Every Year



## FUNDING SCENARIO SUMMARY

Figure 6-5 compares the three funding scenarios and the impact to the condition of the school facilities. The unconstrained budget is unrealistic; however, it maintains a service level of approximately 2.8, indicating on average building systems have more than 50 percent of their useful life remaining. A budget of \$27.5 million and \$34.9 million per year over the next ten years will degrade the overall condition of the facilities, resulting in an OSI of 4.41 and 4.27, respectively. At either funding levels, the County can expect building systems across the portfolio will have less than 30 percent of their remaining useful life, on average. In addition, with an annual investment of \$27.5 million or \$34.5 million, the trend in condition beyond 10 years will continue downwards and the overall condition of the portfolio will continue to degrade.

Figure 6-5: Comparison of the Three Funding Scenarios



Failing to address projected ongoing capital renewals will continue to increase the deferred maintenance backlog. Planning for some amount of ongoing deferred maintenance is common, as most institutions cannot afford all the capital renewals that would ideally be accommodated every year. However, as deferred maintenance backlogs grow, facilities reach the point where major facility renovation or replacement becomes a better long-term investment strategy than ongoing capital renewals and deferred maintenance. Orange County's educational facilities will continue to require significant and strategic investments for the foreseeable future to support the education of students in CHCCS and OCS.

Table 6-2 on the following page provides details of the ongoing capital renewals needed per facility at CHCCS and OCS.

Table 6-2: Ongoing Capital Renewal Needs per Facility

	FACILITY	BUDGET	2025	2026	2027	2028	2029
<b>CHCCS</b>	Carrboro ES	\$0.0M					
	Carrboro HS	\$16.3M					
	Chapel Hill HS	\$53.7M					
	Culbreth MS (Priority 1 Needs)	\$0.0M					
	East Chapel Hill HS	\$51.6M					
	Ephesus ES	\$7.7M					
	Estes Hill ES (Priority 1 Needs)	\$0.4M					
	Frank Porter Graham ES (Priority 1 Needs)	\$0.9M					
	Glenwood ES	\$10.5M					
	Lincoln Center	\$8.7M					
	McDougle ES-MS	\$31.6M					
	Morris Grove ES	\$8.7M					
	Northside ES	\$6.5M					
	Phillips MS	\$6.2M					
	Phoenix Academy	\$2.0M					
	Rashkis ES	\$19.5M					
	Scroggs ES	\$24.6M					
	Seawell ES	\$11.3M					
	Smith MS	\$10.1M					
	<b>CHCCS TOTAL</b>	<b>\$270.2M</b>	<b>\$80.2M</b>	<b>\$0.6M</b>	<b>\$3.6M</b>	<b>\$21.1M</b>	<b>\$27.5M</b>
<b>OCS</b>	A.L. Stanback MS 304	\$31.1M					
	Administrative Annex	\$0.8M					
	Administrative Annex II (Transp Dispatch)	\$0.1M					
	Cedar Ridge HS 310	\$1.2M					
	Central ES 312	\$2.9M					
	Central Office	\$0.3M					
	Efland Cheeks ES 324	\$7.5M					
	Grady A. Brown ES 328	\$14.5M					
	Gravelly Hill MS 327	\$25.0M					
	Hillsborough ES 329 (Priority 1 Needs)	\$0.4M					
	Maintenance Department	\$0.9M					
	New Hope ES 330	\$5.2M					
	Orange HS 332	\$18.1M					
	Orange MS 316	\$0.0M					
	Partnership Academy (Priority 1 Needs)	\$0.2M					
	Pathways ES 336	\$12.2M					
	River Park ES 308	\$13.9M					
	Transportation Department	\$3.3M					
	Welcome Center	\$4.7M					
	<b>OCS TOTAL</b>	<b>\$142.3M</b>	<b>\$42.6M</b>	<b>\$0.0M</b>	<b>\$2.6M</b>	<b>\$25.2M</b>	<b>\$1.3M</b>
	<b>ORANGE COUNTY TOTAL</b>	<b>\$412.4M</b>	<b>\$122.8M</b>	<b>\$0.6M</b>	<b>\$6.3M</b>	<b>\$46.3M</b>	<b>\$28.8M</b>



Strategically investing available funds will improve the condition of school facilities in Orange County's 39 campuses



07

# CONCLUSION



This Long-Range Facilities Optimization Plan provides Orange County, CHCCS, and OCS the information necessary to make informed decisions for future investment in school facilities. Because school facilities have a direct impact on student learning, student and staff health, and community vitality, it is crucial to properly invest in the learning environment.

The Woolpert recommendation calls for \$1 billion investment over the next 15 years in school facilities. This recommendation considers the facility condition, educational adequacy, utilization, and enrollment projections, industry best practices, and goals of the districts to determine a path forward for both CHCCS and OCS. The goal of the recommendation is to strategically invest in facilities to improve the teaching and learning environment, while being fiscally responsible.

*School facilities have a direct impact on student learning, student and staff health, and community vitality.*

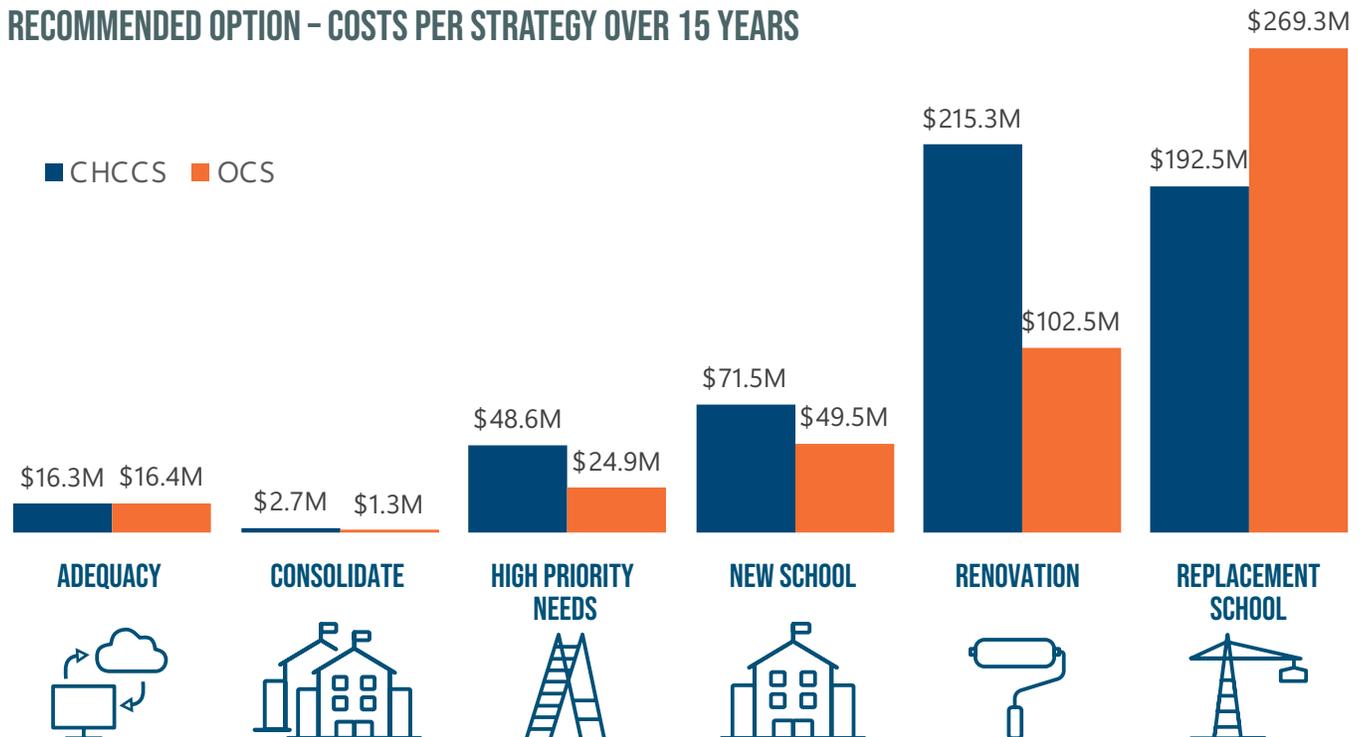
The Facility Condition Assessment identified over a dozen facilities that have reached the point where major renovations or replacement is a better long-term investment than attempting to catch up with deferred maintenance. In addition, even if deferred maintenance was not a challenge for these schools, the Educational Adequacy Assessment identified that continuing to invest in inadequate facilities would keep students constrained in undersized facilities or

in learning environments that do not have the equipment to support a comprehensive education.

Industry standard modeling and the Woolpert Facility Condition Assessment both suggest the County should plan on investing significantly more in ongoing facility needs than they have historically. While funding the recommendation may not be immediately achievable, it should be considered as the guide for the future of CHCCS and OCS facilities. The Woolpert recommendation assumes that funding facility improvements will continue. It is recommended that the plan be revisited and updated every five years to make certain the planned projects are in line with enrollment projections, condition, and district mission.

Leveraging the recommendation, Orange County, CHCCS, and OCS have the opportunity to engage the community going forward to fund the renovation and new construction projects that will enhance the teaching and learning environments for all students of Orange County. Through commitment and collaboration between County and District leadership, the state of the current school facilities can be addressed to promote safe, supportive, and modern learning environments for all students.

### RECOMMENDED OPTION – COSTS PER STRATEGY OVER 15 YEARS





# WOOLPERT

Contact:

Jessica Goodell, Director of Portfolio Optimization

[Jessica.goodell@woolpert.com](mailto:Jessica.goodell@woolpert.com)

[woolpert.com](http://woolpert.com)



**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

**SUBJECT:** Minutes

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**DEPARTMENT:** Board of County Commissioners

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

**INFORMATION CONTACT:**  
Laura Jensen, Clerk to the Board, 919-  
245-2130

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

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

Attachment 1: November 9, 2023 Work Session  
Attachment 2: November 10, 2023 Work Session - Strategic Plan  
Attachment 3: November 14, 2023 Business Meeting

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

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

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

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

1 DRAFT

2 **MINUTES**  
3 **ORANGE COUNTY**  
4 **BOARD OF COMMISSIONERS**  
5 **WORK SESSION**  
6 **November 9, 2023**  
7 **7:00 p.m.**

8 The Orange County Board of Commissioners met for a Work Session on Thursday, November  
9 9, 2023 at 7:00 p.m. at the Southern Human Services Center in Chapel Hill, NC.

10  
11 **COUNTY COMMISSIONERS PRESENT:** Chair Jamezetta Bedford, Vice-Chair Earl McKee,  
12 and Commissioners Sally Greene, Amy Fowler, Jean Hamilton, Phyllis Portie-Ascott, and Anna  
13 Richards

14 **COUNTY COMMISSIONERS ABSENT:** None

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 Laura Jensen. (All other staff members will be identified  
18 appropriately below)

19  
20 Chair Bedford called the meeting to order at 7:00 p.m. All commissioners were present.

21  
22 **1. Consultant Briefing on Orange County Land Use Plan 2050**

23 The Board received a briefing from Clarion Associates, LLC, on the Orange County Land Use  
24 Plan (LUP) 2050 for discussion and feedback.

25  
26 **BACKGROUND:** At its September 12, 2023 work session, the BOCC received its first project  
27 briefing from Clarion Associates. Outcomes of this work session were the confirmation of the  
28 Project Name, "Orange County Land Use Plan 2050" and Project Tagline, "Guiding Our Future"  
29 for the purpose of project branding. Following is a link to the agenda materials from that meeting:  
30 <http://server3.co.orange.nc.us:8088/weblink/0/doc/70754/Page1.aspx>

31  
32 **Summary of Project Scope and Deliverables Completed**

33 The project schedule spans a little over two years from kick-off to Plan adoption and includes the  
34 following phases:

35  
36 Phase 1: Launch Project (COMPLETED)

37 Phase 2: Identify New Issues and Opportunities, including 1<sup>st</sup> Outreach Window (CURRENTLY  
38 HERE)

39 Phase 3: Evaluate Planning Influences

40 Phase 4: Develop the Plan (2<sup>nd</sup> and 3<sup>rd</sup> Outreach Windows)

41 Phase 5: Adopt the Plan (Public Hearing)

42  
43 The following Phase 1 work, project launch and kickoff have been completed:

- 44 • Planning Department Kickoff (*context mapping and reconnaissance tour*)
  - 45 • Staff Working Group Kickoff
  - 46 • Office of Equity and Inclusion and Community Relations Meeting (*focus on public*  
47 *engagement*)
  - 48 • Virtual and in-person stakeholder interviews
  - 49 • Collection and inventory of relevant data, plans, and studies
  - 50 • Project branding and website <https://www.orangecountylanduseplan.com/>
- 51

1 The following Phase 2 work has commenced, with some parts completed prior to this November  
2 9, 2023 Board work session:

- 3 • Developing a Current Policy Profile
- 4 • Preparation of the Equity Database for engagement publicity
- 5 • Preparing for Community Engagement Window #1 (CEW #1)
- 6 • Holding the first public workshop launching CEW #1

7  
8 **Highlights From First Public Workshop**

9 The first public outreach window was launched through an in-person workshop on October 26,  
10 2023 from 6:00-8:00 pm at the Bonnie B. Davis Environmental and Agricultural Center.  
11 Asynchronous online engagement activities follow for a minimum period of three weeks. This will  
12 allow participants to engage in a way that works best with their lifestyle and schedule, while also  
13 allowing them the opportunity to provide feedback in a similar way as the participants of the in-  
14 person workshop. Clarion Associates will provide highlights from the October 26, 2023 workshop  
15 as part of the November 9, 2023 work session.

16  
17 Additional information is provided in Attachment A. A PowerPoint presentation will be provided at  
18 the meeting.

19  
20 Tom Altieri, Senior Planner, introduced the item and the presenter Leigh Anne King, of  
21 Clarion Associates.

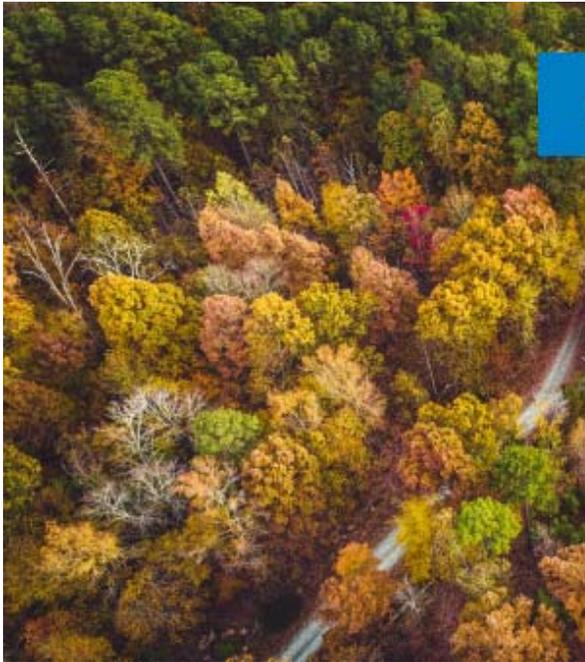
22 Leigh Anne King made the following the presentation:

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24 Slide #1



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1 Slide #2



## Agenda



- Project Process
- Community Engagement Window #1
  - Preliminary Outcomes of Public Workshop (10/26)
  - Additional Engagement Activities
- Community Policy Profile and Factbook
- Next Steps

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Slide #3



## Project Process



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1 Slide #4

**Work that has been completed:**

- Finalizing general CEW #1 approach (workshop and online activities)
- Preparation of the DEI Database for engagement publicity
- Stakeholder survey for those that couldn't attend in personal or virtual interviews
- Developing Current Policy Profile
- Conducting first public workshop for Community Engagement Window #1 (CEW #1) – Confirming Community Aspirations

**Work that is underway:**

- Preparing inventory of data/trends; identifying data gaps; developing Factbook
- Finalizing strategy for targeted meetings to DEI populations
- Summarizing new issues and opportunities in Phase 2 report

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Slide #5

**Overview of CEW#1 Activities:**

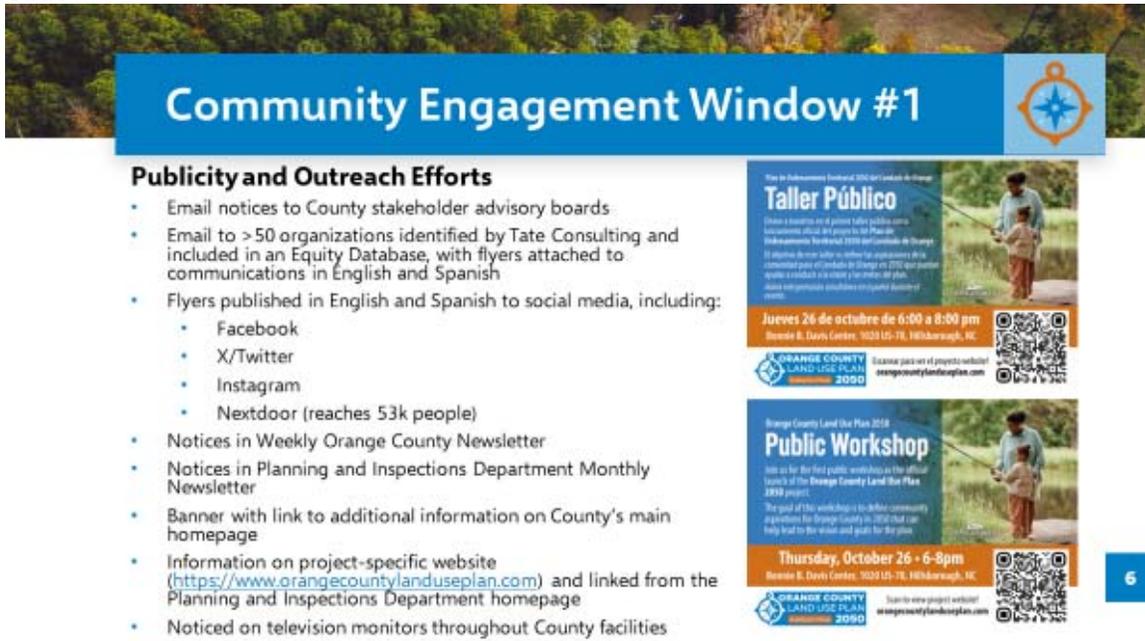
- ✓ October 2023 Public Workshop
- January 2024 Additional Community Meetings (2)
- Online activities available throughout duration of CEW#1



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1 Slide #6



**Community Engagement Window #1**

**Publicity and Outreach Efforts**

- Email notices to County stakeholder advisory boards
- Email to >50 organizations identified by Tate Consulting and included in an Equity Database, with flyers attached to communications in English and Spanish
- Flyers published in English and Spanish to social media, including:
  - Facebook
  - X/Twitter
  - Instagram
  - Nextdoor (reaches 53k people)
- Notices in Weekly Orange County Newsletter
- Notices in Planning and Inspections Department Monthly Newsletter
- Banner with link to additional information on County's main homepage
- Information on project-specific website (<https://www.orangecountylanduseplan.com>) and linked from the Planning and Inspections Department homepage
- Noticed on television monitors throughout County facilities

**Taller Público**  
 Jueves 26 de octubre de 6:00 a 8:00 pm  
 Bonnie B. Davis Center, 3023 US-78, Hillsborough, NC

**Public Workshop**  
 Thursday, October 26 • 6-8pm  
 Bonnie B. Davis Center, 3023 US-78, Hillsborough, NC

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Antwain Goode of Tate Consulting continued the presentation:

Slide #7



**Community Engagement Window #1**

**Public Workshop  
October 26, 2023**

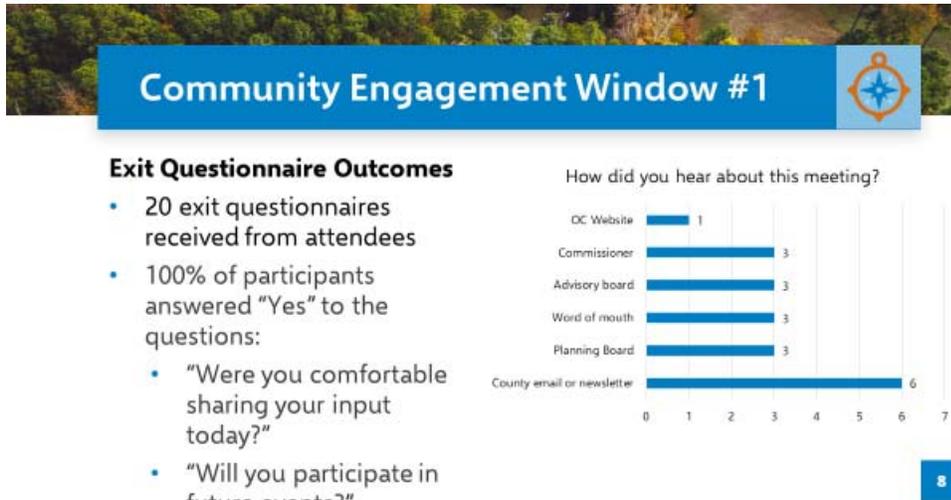
- Spanish interpreter services were available
- Held at Bonnie B. Davis Environment & Agricultural Center
- Presentation with overview of project
- Collected feedback from participants at four stations by planning topic



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Antwain Goode said that each listening station resulted in participants learning more about each other and their neighborhoods in Orange County. He said that the community was very engaged.

1 Slide #8



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3 Commissioner Portie-Ascott said that the engagement sessions were fun and easy to  
4 participate in. She said that she wished there was more time for writing down ideas. She said  
5 she hoped that future meetings would have more diversity in the participants.

6 Leigh Anne King said one of the things they have talked about as a team is how to use  
7 the diversity and inclusion database to try to target communities that were not represented at the  
8 first workshop.

9 Commissioner Portie-Ascott asked when the team anticipates a shift in their outreach  
10 engagement if they are not hearing from certain portions of the community.

11 Leigh Anne King said that with every session, they will try to improve.

12 Antwain Goode said that they will have to be more intentional with their outreach and the  
13 relationships they build in the community. He said that they do have a backup plan and will be  
14 calling and doing one-on-ones. He said they have to show kindness and they are working really  
15 hard to showcase that with their tone.

16 Commissioner Portie-Ascott asked how they will determine success with the project.

17 Leigh Anne King said they are evaluating success based on satisfaction from participants,  
18 representation and making sure that who they are hearing from is representative of the entire  
19 population within the county, and then the actual number of participants. She said they always  
20 want to have more people involved than the last community engagement opportunity. She said  
21 they want to go to people and make it easier for them. She said that they try to engage with  
22 community organizations to increase the number of participants. She said that it was encouraging  
23 that many people heard about the sessions via word of mouth.

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1 Slide #9



**Public Workshop**  
**October 26, 2023**

- 27 attendees
- 659 total inputs collected from in-person activities
- Launched online engagement



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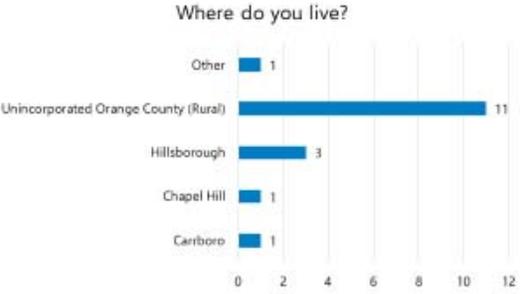
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**Exit Questionnaire Outcomes**

- Majority of attendees were white (not Hispanic/Latino), live in rural Orange County, and own their home
- Outreach lessons learned will be applied to future engagement and targeted meetings

Where do you live?

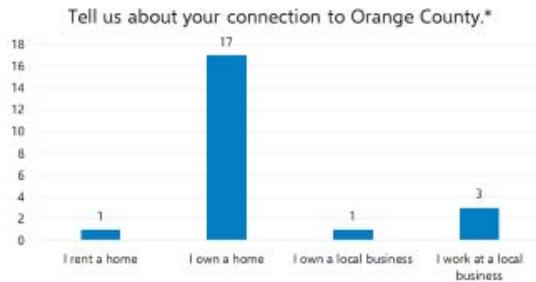


Location	Count
Other	1
Unincorporated Orange County (Rural)	11
Hillsborough	3
Chapel Hill	1
Carrboro	1

10

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6 Vice-Chair McKee asked how “rural Orange County” was defined.  
 7 Leigh Anne King said it was how people identified where they live in the county.  
 8 Vice-Chair McKee said he was curious because so many developments are outside of the  
 9 municipal boundaries.  
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 11

## 1 Slide #11



\* Participants could select all answer choices that applied.

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Vice-Chair McKee asked if 22 people was a normal number of people to participate.

Leigh Anne King said that it was not an abnormal number, but they would have preferred more. She said that sometimes that is based on the community and their previous participation. She said that in past projects, more people participated online rather than in person. She said they would have online numbers in the future.

Commissioner Richards asked if there are talking points that the Board can use to encourage people to participate in the process.

Leigh Anne King said they could put that information together for the Board.

Commissioner Richards said that having 3 or 4 talking points would help them reach potential participants.

Commissioner Richards asked about the portability of the engagement sessions.

Leigh Anne King said they recorded informational videos that could be shared. She said they also have handouts and can direct people to engage on the website.

## Slide #12



- Synthesizes the policy guidance included in relevant County plans
- Organized to provide a concise summary of policy guidance provided by planning topic
- Serves as the baseline of County policies for developing the new plan's policies
- Will be shared with the community once completed

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1 Slide #13



Community Policy Profile: Reports Reviewed	
<b>County-Wide Plans</b>	<b>Land Use and Development for Unincorporated Orange County</b>
One Orange County Racial Equity Plan	Master Telecommunications Plan Map
<b>Environment, Conservation, and Hazard Mitigation</b>	Buckhorn Area Study
Eno-Haw Regional Hazard Mitigation Plan	Eno Economic Development District Water and Sewer System Project Master Plan Report
State of the Environment	Orange County 2030 Comprehensive Plan
Strategic Growth and Resource Conservation Program Report	Eno Economic Development District Small Area Plan
<b>Interlocal Agreements and Plans</b>	NC Highway 57 Speedway Area Small Area Plan
Central Orange Coordinated Area Land Use Plan	Eland-Mebane Small Area Plan
Mebane-Orange County Utility Service Agreement	Investigation of Ground Water Availability and Quality in Orange County
Hillsborough-Orange County Strategic Growth Plan	Stoney Creek Basin Small Area Plan
Water and Sewer Management, Planning and Boundary Agreement	Master Telecommunications Plan Map
Joint Planning Agreement	<b>Parks and Recreation</b>
Joint Planning Land Use Plan	Blackwood Farm Park Master Plan
Greene Tract Interlocal Agreement	Little River Regional Park & Natural Area Master Plan
<b>Transportation/Climate/Infrastructure</b>	2030 Parks and Recreation Master Plan
Eland-Buckhorn-Mebane Access Management Plan	Orange County Mountains-to-Sea Trail (MST) Route
Orange County Climate Action Plan	
Orange County Transit Plan	

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4 Commissioner Greene asked for links on the comprehensive plan website to other county reports, studies, and plans.

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6 Slide #14

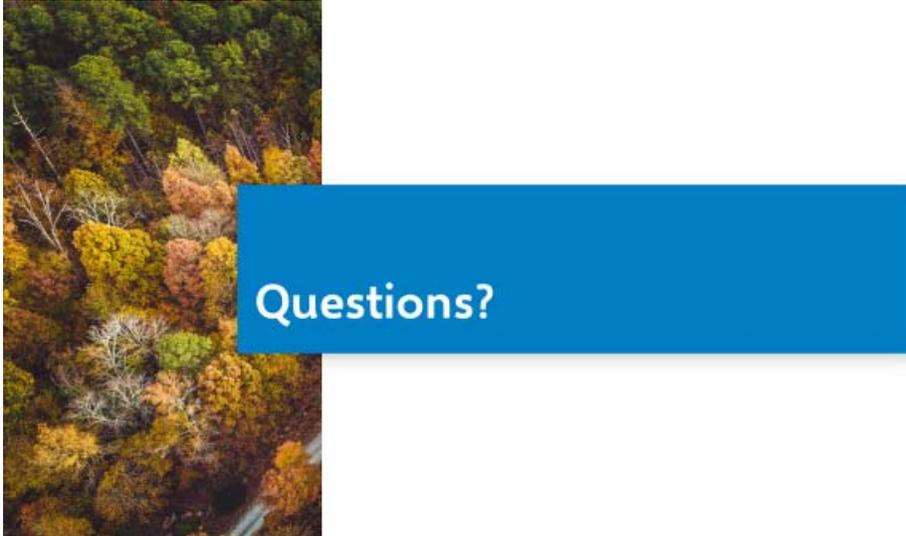


## Factbook

- Currently in development with staff
- Leveraging analysis from workshop and online materials
- Augmented with additional information
- Will be revised with Staff Working Group for cross-department priorities
- Update will be provided at next briefing

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1 Slide #15



2  
3 Chair Bedford asked how the Board will be involved in updating the plan and what phase  
4 it will be in when they see it.

5 Leigh Anne King said that they are currently in the community engagement segment, and  
6 they are working on phases 2 and 3. She said that in phase 4 they will have another community  
7 engagement session during which they will test different alternatives against the actual land use  
8 plan. She said at that point they will work with the Board to review the feedback they receive from  
9 the community.

10 Chair Bedford said that the reason it came up is because Chapel Hill wants to review the  
11 Water and Sewer Management, Planning and Boundary Agreement (WASMPBA) at their meeting  
12 on the 15<sup>th</sup> and she was curious about how they could all take a comprehensive look.

13 Commissioner Richards asked how the land use plan relates to other plans.

14 Leigh Anne King said their rule of thumb is that they want to make sure they use concrete  
15 policies with anything that will affect how the Board makes decisions or anything that has  
16 ordinance implications. She said they wanted to be disciplined in thinking about land use policies  
17 for this document. She said that they try to have a “sandbox” where they collect ideas that do not  
18 live in the Land Use Plan but could live somewhere else. She said that feedback that they get  
19 throughout the process can be used in other areas and be very valuable.

20 Cy Stober, Planning Director, said that the plan is focused on land use. He said the  
21 implementation strategy will speak to how the other agreements and plans. He said that this will  
22 bring up the questions about amending other plans or not and would this lead to having hard  
23 conversations with their partners.

24 Commissioner Richards asked if there might be adjacent policies that would lead to  
25 amendments in the Land Use Plan.

26 Cy Stober said one example is the North/South BRT lines and how that will have an impact  
27 on the Land Use Plan in Orange County. He said that is a Chapel Hill plan with federal funding  
28 but impacts the rural buffer and requires that Orange County reflect that plan in their actions and  
29 plans.

30 Commissioner Richards asked if there was something that was not that specific, would it  
31 be explored with the party that has the jurisdiction and does that add time.

32 Cy Stober said yes. He said that is a reason that outreach is so important, because it is  
33 about values. He said the future of development and growth is all determined by values and there  
34 are things like transit and climate change that they need to account for.

35 Commissioner Fowler said she was looking at the Future Land Use Map (FLUM) and there  
36 is a place for people to make comments. She said it seems that people would really have to have

1 a good understanding to be able to put information there. She said that most people would answer  
 2 questions a lot more easily.

3 Leigh Anne King said the intention is for people to see the map and get used to it. She  
 4 said they will be looking for feedback in future engagement sessions. She said the last workshop  
 5 had specific questions and that is also online.

6 Commissioner Fowler asked if there will be more specific questions later on.

7 Leigh Anne King said they will look at changes in the specific areas and ask questions  
 8 about those options.

9 Commissioner Hamilton said that the sooner the January dates are set, the better, so they  
 10 can help publicize it. She asked if there will be two meetings in different areas of the county.

11 Leigh Anne King said yes.

12 Commissioner Hamilton said that it will be election season soon, and they should take  
 13 advantage of that activity.

14 Leigh Anne King said they want to make sure the January dates work for targeted  
 15 populations before they solidify them.

16  
 17 **2. Orange County Facilities Master Plan Update**

18 The Board received an update regarding the development of a Facilities Master Plan for Orange  
 19 County, and to provide feedback regarding several key planning recommendations.

20  
 21 **BACKGROUND:** At its May 3, 2022 Business meeting, the Board of Commissioners approved a  
 22 contract with O'Brien Atkins Associates for the development of an Orange County Facilities  
 23 Master Plan with a 20-year planning horizon. The scope of the planning effort was to encompass  
 24 all major facilities and programs operated by the County, with the exception of Parks and  
 25 Recreation and Solid Waste, as these departments will be conducting separate planning efforts.

26  
 27 Over the next year, O'Brien Atkins Associates performed the following tasks in support of the  
 28 development of the Facilities Master Plan:

29  
 30

Task	Dates
Project Kick-Off	May 24th, 2022
Planning Goals and Data Gathering	June-July 2022
Space Planning	July -October 2022
Public Forum	November 17th, 2022
Planning Options Development	November 2022- March 2023
Master Plan Update to Board	March 7th, 2023

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 38

39 A March 7, 2023 update to the Board of County Commissioners provided an overview of the  
 40 process undertaken to develop the components of the plan, including the establishment of  
 41 planning goals, analysis of the Facilities Condition Assessment, the evaluation of existing County  
 42 spaces and projection of future County space needs. Two important findings of that update were  
 43 that:

- 44 1. The Facilities Condition Assessment identified that a significant portion (**76%**) of County-  
 45 owned facilities will be nearing or past the end of their useful lifespan within the next ten  
 46 years.  
 47 2. The Space Planning analysis identified a need to construct **156,732 square feet** of  
 48 additional space to accommodate growth within County Departments by 2040.  
 49

1 Attachment A is a copy of the established goals and objectives of this planning process and a  
 2 summary of the results of the space planning analysis. Attachment B is a copy of the Executive  
 3 Summary of the Facilities Condition Assessment.  
 4

5 At the March 7, 2023 Board meeting, the planning team also presented eight key planning  
 6 decisions for evaluation and consideration by the Board. At the conclusion of the presentation,  
 7 the Board discussed and commented on the presentation, but deferred making any decisions or  
 8 taking any formal action regarding the Facilities Master Plan. The Board concluded that final  
 9 decisions regarding the County Facilities Master plan should wait until the Public Schools Capital  
 10 Needs planning effort just underway at the time was closer to completion, so that the Board could  
 11 weigh and evaluate the costs associated with both plans.  
 12

13 Over the following months, the Public Schools facilities planning effort has made significant  
 14 progress and is nearing completion, including several presentations that have been made to the  
 15 Board regarding the size and scope of the public-school facility needs. Given this progress, it is  
 16 appropriate to revisit the County Facilities Master Plan and re-evaluate the eight key planning  
 17 decisions presented to the Board in March 2023.  
 18

### 19 **Key Planning Decisions**

20 The following eight (8) key components of the facilities master plan, along with options and  
 21 recommendations, are provided below, for the consideration by the Board. Feedback provided  
 22 by the Board will direct final plan development.  
 23

#### 24 **Item #1: Disposition of the John M. Link, Jr. Government Services Center, 200 South 25 Cameron Street, Hillsborough.**

26 Due to environmental issues, this 25,000 gross square foot (g.s.f.) facility has been vacant since  
 27 November 2019. Options for this facility include:  
 28

- 29 • De-construction of structure, build parking lot for Justice Center **(\$1M)**.
- 30 • Repair and renovate for Justice Center needs **(\$10.4M)**.

31  
 32 **Recommendation:** Repair and renovate the facility for growth in Justice Center related needs  
 33 **(\$10.4M)**. Potential occupants include the District Attorney's Office, Criminal Justice Resource  
 34 Department, Adult Probation, and Juvenile Justice.  
 35

#### 36 **Item #2: Disposition of the Old Jail, 125 Court Street, Hillsborough:**

37 The old jail, constructed in 1925, has been sitting mostly vacant\* with the completion of  
 38 construction of the new Detention Center in 2021. This facility sits on 1.52 acres of prime land in  
 39 the historic center of Hillsborough, adjacent to the Justice Center. Options for this facility include:  
 40

- 41 • De-construction of this facility, create open space **(\$1.M)**.
- 42 • De-construction of this facility, construct interim parking lot for Justice Center needs  
 43 **(\$1.5M)**.
- 44 • De-construction of this facility, construct **26,000** g.s.f. Justice Center Annex to meet  
 45 anticipated growth needs. **(\$15.6M)** This option would be required if the Link Center is  
 46 demolished.  
 47

48 **Recommendation:** Short range – de-construct Old Jail building, construct parking lot **(\$1.5M)**.  
 49 Long range - retain land for future development/growth needs of Justice Center.  
 50

1 \* Note: At present, criminal evidence is stored within the basement of the old jail, occupying about  
 2 3,000 g.s.f. of space. When de-construction occurs, the evidence will have to be re-located to  
 3 storage space at the Cedar Grove Community Center.  
 4

5 **Item #3: Emergency Management Building, 510 Meadowlands Drive, Hillsborough**

6 This 22,069 g.s.f. office/warehouse facility siting on three (3) acres of land was purchased and  
 7 renovated for County occupancy in 2008. In 2019, the facility was renovated to address  
 8 environmental issues, but some issues persist to this day. The existing facility does not meet  
 9 industry standards for safety and security, and the building site will not be able to accommodate  
 10 projected growth of **22,000** g.s.f. by 2040. Options for this department include:  
 11

- 12 • Build a modern, 44,000 g.s.f. Emergency Management facility on County-owned land  
 13 adjacent to the Motor Pool located at 600 Highway 86 North, Hillsborough. Cost Estimated  
 14 at **\$28M**.
- 15 • Remain at current location and build a small addition/annex nearby as the existing site will  
 16 not accommodate the projected growth (**\$10.4M**).  
 17

18 **Recommendation:** Construct a new Emergency Management building on County-owned land  
 19 adjacent to the Motor Pool facility (**\$28M**). Re-utilize 510 Meadowlands Drive for Asset  
 20 Management Services (AMS) and County storage needs.  
 21

22 **Item #4: Central Recreation Center, 301 West Tryon Street, Hillsborough**

23 Constructed in 1957, this 19,000 g.s.f. facility is outdated and in poor shape, suffering from  
 24 structural integrity issues, and lacking adequate Americans with Disabilities Act (ADA)  
 25 accommodations. In addition, the facility will not accommodate projected growth of **6,000** g.s.f. in  
 26 services through the planning horizon. Options include:  
 27

- 28 • Demolish and build a new 25,000 g.s.f. facility on County-owned land adjacent to the  
 29 Motor Pool located at 600 Highway 86 North, Hillsborough (**\$13.5M**).
- 30 • Demolish and build a new 25,000 g.s.f. facility at existing site (**\$13.5M**).  
 31

32 **Recommendation:** Demolish and build a new 25,000 g.s.f. facility on County-owned land  
 33 adjacent to the Motor Pool located at 600 Highway 86 North, Hillsborough (**\$13.5M**). This new  
 34 location is next to Fairview Park and will enhance recreation opportunities for nearby underserved  
 35 neighborhoods.  
 36

37 **Item #5: Disposition of the old EAC facility, 306 Revere Road, Hillsborough:**

38 Originally constructed in 1960 as a grocery store, this 19,087 g.s.f. building provided offices for  
 39 the Department of Environment, Agriculture, Parks and Recreation (DEAPR) from 1987 until  
 40 2021, when staff transitioned into newly constructed facilities. While a significant portion of the  
 41 facility sits vacant, Asset Management Services (AMS) re-occupied a portion of the building in  
 42 October 2022 to accommodate organizational changes within the Whitted Human Services  
 43 Building. In addition, approximately 4,000 g.s.f. of facility is used for vital document storage.  
 44 Options for this 3.84 acre site include:  
 45

- 46 • Continue to operate and maintain the facility and use as AMS office, storage/swing space.  
 47 Renovations and upgrades would be required (**\$5M**).
- 48 • Offer land to a public non-profit or private developer to build affordable housing. This  
 49 option would necessitate the construction of new facility to house AMS administrative staff

1 and maintenance shops (**\$3.6M**). In addition, vital document storage would need to be  
 2 created at Cedar Grove Community Center (**50k**).

- 3 • If the timeline to build affordable housing can wait until a new Emergency Management  
 4 facility is built, AMS could backfill into its current facility.

5  
 6 **Recommendation:** Offer land to a public non-profit or private developer to build affordable  
 7 housing. Construct new AMS offices adjacent to the Maintenance Building located at 600 Highway  
 8 86 North, Hillsborough. If the timeline for affordable housing can wait until a new Emergency  
 9 Management facility is constructed, AMS administrative staff could backfill into the current  
 10 Emergency Management facility.

#### 11 **Item #6: Sheriff's Office, 106 East Margaret Street, Hillsborough**

12 The space planning analysis determined that the layouts of the District and Superior Courts within  
 13 the Justice Center were deficient and required major re-design to meet industry standards. In  
 14 addition, the Sheriff's Office, currently located within the Justice Center, is projected to grow  
 15 significantly by **15,191** g.s.f. within the planning period. The following options were developed to  
 16 address this situation:  
 17

- 18 • Move the Sheriff's Office out of the Justice Center to accommodate growth/reconfiguration  
 19 of the courts. Construct a new 31,000 g.s.f. Sheriff's Office facility on County-owned  
 20 property adjacent to the Motor Pool located at 600 Highway 86 North, Hillsborough  
 21 (**\$17.68M**).
- 22 • Construct a building addition to the Justice Center for Sheriff and Justice Center (**\$25M**).

23  
 24 **Recommendation:** Construct new Sheriff's Office on County-owned land adjacent to the Motor  
 25 Pool Facility (**\$17.68M**).

#### 26 **Item #7: Health Services, 300 Tryon Street, Hillsborough**

27 A portion of Health Department is currently located within the Whitted Human Services Center,  
 28 300 West Tryon Street, Hillsborough. Originally a high school constructed in 1925, this facility was  
 29 subsequently renovated for County functions. The medical and dental clinics are located in the  
 30 ground floor/basement level of the facility in substandard space. The Whitted complex is old, has  
 31 limited parking and is difficult to access. In addition, the facility is not served by public  
 32 transportation. Finally, the existing facility will not accommodate anticipated growth of **7,056** g.s.f.  
 33 during the planning period. The following options were developed to address these concerns:  
 34

- 35 • Construct a new, modern, **39,800** g.s.f. Health Services Complex in a commercial district,  
 36 with ample parking, access to public transportation, and adjacent to major highways, I-85  
 37 and I-40. This construction could be phased with the initial construction of the Medical  
 38 and Dental Clinics, followed by the administrative offices (**\$25M**).
- 39 • Remain in the Whitted Center; renovate spaces to better serve County constituents  
 40 (**\$1.6M**). However, growth needs will not be met.

41  
 42 **Recommendation:** Construct a new modern Health Services Complex in a commercial district,  
 43 with work performed in phases over time (**\$25M**). Backfill vacated Whitted facility spaces with  
 44 administrative functions such as the County Attorney's Office.

#### 45 **Item #8: Social Services, Hillsborough Commons, 113 Mayo Street, Hillsborough:**

46 A portion of the Department of Social Service (DSS) is currently located at Hillsborough  
 47 Commons, 113 Mayo Street, Hillsborough. Originally constructed in 1988, this **56,000** g.s.f. facility  
 48

1 was a former Wal-Mart store that was renovated into offices and leased to the county starting in  
2 2008. Rent is currently \$71,000/month. The roof was replaced by the owner in 2020, but  
3 continues to leak from time to time. The facility is fully occupied and will not easily accommodate  
4 future projected growth of **12,000** g.s.f. This may be partially offset by phasing in remote/hybrid  
5 work options; however, many DSS positions require face to face interaction with County residents.  
6 The building is aging and will require major upgrades in future years. The following options were  
7 developed to address these concerns:  
8

- 9 • Exit the lease at Hillsborough Commons. Construct a new **64,379** g.s.f. DSS facility in a  
10 commercial district, with ample parking, access to public transportation, and adjacent to  
11 major highways, I-85 and I-40. It may be advantageous to locate this adjacent to the new  
12 Health Services Complex, if that project is also approved (**\$38.7M**).
- 13 • Remain at Hillsborough Commons. Renovate as necessary to accommodate projected  
14 growth (hybrid office arrangement). Consider rental of additional space in shopping center  
15 (**\$2.7M**).

16  
17 **Recommendation:** Exit the lease at Hillsborough Commons. Construct a new **64,379** g.s.f. DSS  
18 facility (**\$38.5M**).

19  
20 **Phasing Plan**

21 A project phasing plan that incorporates the key planning decision recommendations is provided  
22 in Attachment C. This phasing plan describes the sequence of projects to be performed by year.  
23 The first ten years of the phasing plan also include estimated budgets for each project. The  
24 remaining long-range projects in the Master Plan are described and sequenced, but do not include  
25 a budget, as the process of budgeting beyond a ten-year horizon is less than reliable. It is  
26 recommended that the Facilities Master Plan should be reviewed and updated every five years,  
27 and budgets for those long-range projects can be developed at a time closer to actual  
28 implementation.

29  
30 Travis Myren, Deputy County Manager, made the following presentation:  
31

32 Slide #1



1 Slide #2

## Proposed Timeline

Proposed 2024 Capital Planning and Bond Referendum Schedule	
1. Review schedule of approvals for a bond referendum and review the County Facilities Master Plan	<b>November 9<sup>th</sup> Work Session</b>
2. Review School Facilities Long Range Optimization Plan - Woolpert	<b>December 4<sup>th</sup> Business Meeting</b>
3. Review Financing Scenarios	<b>December 12<sup>th</sup> Business Meeting</b>
4. Approve a tentative plan for Bond Referendum	<b>January 16<sup>th</sup> Business Meeting and/or January 19<sup>th</sup> Retreat</b>
5. Staff meets with Local Government Commission on tentative Bond plan	January/February 2024
6. School Boards adopt a resolution supporting the referendum	February 2024
7. Review potential adjustments to the bond referendum plan, if needed.	<b>March 7 Business Meeting March 12 Work Session March 19 Business Meeting</b>



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Slide #3

## Proposed Timeline

Proposed 2024 Capital Planning and Bond Referendum Schedule	
8. BOCC adopts preliminary resolution establishing the bond purpose(s) and sets a not to exceed bond amount(s). <i>Neither the purpose nor the not to exceed amount may change following this action.</i>	<b>April 2<sup>nd</sup> BOCC Business Meeting</b>
9. BOCC appoints a bond education committee and appropriates funds for outreach	<b>April 16<sup>th</sup> BOCC Business Meeting</b>
10. Staff publishes a notice of intent to file an application for a general obligation bond referendum	By May 1
11. Staff files bond application with the Local Government Commission	By May 10
12. BOCC introduces bond order and schedules a public hearing	<b>May 7<sup>th</sup> BOCC Business Meeting</b>
13. BOCC holds public hearing on bond referendum	<b>May 21<sup>st</sup> BOCC Business Meeting</b>
14. BOCC adopts the bond order, formally set the ballot question and referendum date	<b>June 4<sup>th</sup> BOCC Business Meeting</b>
15. Community vote on bond referendum	November 5, 2024



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Vice-Chair McKee asked when they would learn what the financial limitations are for the bond.

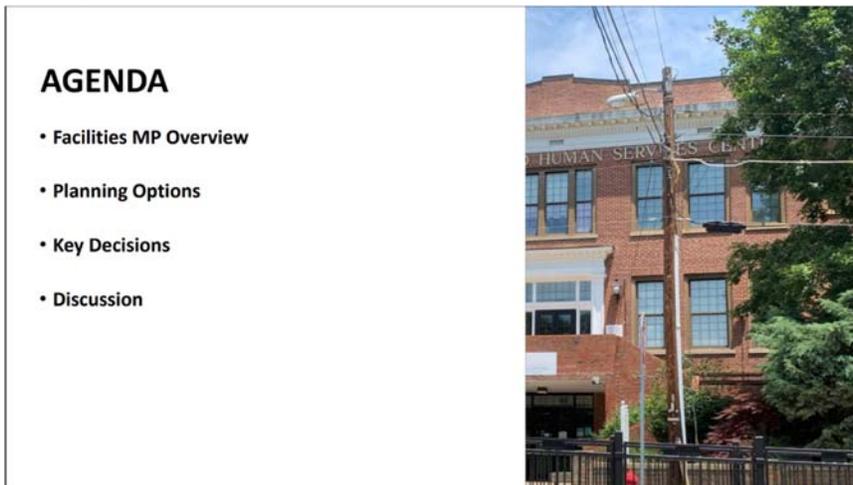
Travis Myren said they would discuss this on December 4<sup>th</sup>.

1 Travis Myren introduced Jay Smith of O'Brien Atkins, who made the following  
2 presentation:

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4 Slide #1



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10 Slide #3



1 Slide #4

# Facilities Master Plan Overview

## Phasing

- Short Range 2025 - 2030
- Mid Range 2030 - 2035
- Long Range 2035 – 2040

## Cost Estimates Prepared for Short and Mid Ranges

- Cost are Escalated to 2025 and beyond
- New Construction Cost Ranges \$540/SF to \$625/SF

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Slide #5

# Key Planning Decisions

1. Link Building
2. Disposition Old Jail & Site
3. Emergency Management Building
4. Central Recreation Center at Whitted
5. Disposition of Old EAC / 306 Revere Road
6. Sherriff's Office
7. Health Services
8. Social Services

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Slide #6

# Key Decision #1

## LINK BUILDING

**Status** – Vacant / 25,000 SF. Served by Geo-thermal field. Building shell has significant water intrusion problems

### Options

- Repair & renovate for Justice Center departmental needs
- De-construct Link Bldg, build parking for Justice Center and River Park

### Cost

- Approx. \$10,400,000 million renovation (approx. \$420 / SF)
- Approx. \$1,100,000 million to de-construct Link Bldg. and build a 100 car parking lot

### Recommendation

- Repair & renovate for Justice Center growth



8

1 Vice-Chair McKee asked if repair would be allowed but tearing it down would not because  
 2 of the stream location.

3 Jay Smith said the building is grandfathered and located along the stream so that is  
 4 correct.

5 Vice-Chair McKee asked at what point is removing Link's roof and façade a tear-down  
 6 versus a renovation.

7 Jay Smith said that if they can keep the structure of the building intact, they can rebuild  
 8 the façade and correct the water intrusion problems. He said that Link could solve a lot of the  
 9 space needs in the county, especially for the Justice Center.

10  
 11 Slide #7

## Key Decision #2

### OLD JAIL FACILITY & SITE

**Status** – Vacant, Property size is 1.52 acers & includes Court St. Annex

**Options**

1. De-construct, build parking lot for Justice Center needs. Preserve land for long range growth / needs
2. *If Link Bldg. is not renovated....*De-construct old Jail, build a 26,000 GSF Justice Center Annex to meet Justice Department growth needs

**Cost**

1. De-construct Jail, build new parking lot: Approx. \$ 1,500,000
2. 26,000 SF Justice Annex: Approx. \$ 15,600,000 (\$605/SF)

**Recommendation**

- De-construct old Jail – Build a parking lot and open space
- Preserve space for future Justice Center growth / needs
- Site can support 26,000 GSF facility

12 Jay Smith said that solving this area could help solve the parking problem.

13  
 14  
 15 Slide #8

## Key Decision #3

### EMERGENCY MANAGEMENT BLDG

**Status** – Facility does not meet industry standards for safety & security. Current Emergency Management Building (EMS) is 22,069 SF (deficient by 10,000 SF). 44,000 SF needed by 2040. Site is not suitable to expand on and meet necessary security requirements and upgrades.

**Options**

1. Build a modern EMS at the Motor Pool Site, backfill with AMS & storage or other Co. function(s) or sell the property as surplus
2. Build an annex near the existing facility

**Cost**

Option 1: New EMS, Approx. \$28,000,000 (\$636 /SF)  
 Option 2: Build Annex, Approx. \$10,400,000

**Recommendation**

- Build new EMS facility at Motor Pool site – use ex building for AMS & general storage and flex / swing space

1 Commissioner Richards asked what the market value is of the old jail facility property.  
 2 Jay Smith said they did not look at it as surplus and did not entertain the idea of selling.  
 3 He said it is an option but he does not know offhand what the cost would be. He said he can find  
 4 out.

5 Commissioner Fowler asked if they had identified a department that would go into the old  
 6 jail site.

7 Jay Smith said Asset Management Services would fit nicely and allow for storage.

8 Commissioner Fowler asked if they had talked to Asset Management about that.

9 Jay Smith said yes.

10 Slide #9

## Key Decision #4

### CENTRAL RECREATION CENTER

**Status** – Building is in poor condition and very outdated and cannot accommodate projected growth of 6,000 GSF

**Options**

1. Deconstruct, Build 25,000 GSF new modern Gym facility at Motor Pool site near Fairview Park.
2. Deconstruct and build new modern facility at Whitted

**Cost**

Option 1: Approx. 13,520,000 \$540/SF

Option 2: Approx. 13,520,000 \$540/SF

**Recommendation**

- Build new Central Recreation Center at Motor Pool site near Fairview Park due to space constraints at the Whitted site.



11 Jay Smith said there is not a good reuse for the existing gym.  
 12  
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Slide #10

## Key Decision #5

### EAC BUILDING AND SITE

**Status** – AMS currently located there. Also used as storage & swing / flex space. Total site = 3.84 Acres

**Options**

1. Offer land to a non-profit or private developer to build affordable housing
2. Continue using as storage & swing / flex space

**Cost**

- Affordable housing option = No cost to County
- Convert EMS Bldg for AMS & storage. Approx. \$5,518,000
- Continue use - storage & swing space. Renovations = \$5,000,000

**Recommendation**

- Offer the land to a non-profit or private developer to build an affordable housing project



15

1 Jay Smith said his group determined how many affordable housing units could be built on  
 2 the EAC building site, and it could hold a lot of units. He said he would send this information to  
 3 the Board.

4 Chair Bedford asked if it could also be where they build the new health department.

5 Jay Smith said he thinks it would be a bit small thinking of the parking requirements.  
 6  
 7

Slide #11

## Key Decision #6

### SHERIFF'S OFFICE

**Status** – 18,285 SF on ground floor of existing Courthouse. 31,496 SF needed by 2040. Justice Cntr. growth would displace Sheriff's office

**Options**

1. Move out of Courthouse – build new Sheriff's Office at Motor Pool Site
2. Remain in Courthouse - build 3 story addition onto East side of existing Courthouse for Sheriff and other Justice Department needs

**Cost**

1. Approx. \$17,680,000 (31,000 SF @ \$565 / SF)
2. Approx. \$25,000,000 (40,000 SF)

**Recommendation**

- Build new Sheriff's Office at Motor Pool Site



8 Chair Bedford said that the Sheriff will still need some space in the courthouse.  
 9

10 Jay Smith said yes, but it would be small. He said that the motor pool site can  
 11 accommodate a lot of the Sheriff's needs.  
 12  
 13

Slide #12

## Key Decision #7

### HEALTH SERVICES

**Status** – Located in Whitted Building (a 1923 High School). Med & Dental clinics in basement – substandard space. Site has limited parking & public transit does not serve the site. Whitted cannot accommodate Health's growth needs of 7,056 GSF

**Options**

1. Move Health out of Whitted - Construct new modern 39,800 GSF Health services complex in a commercial district with ample parking and public transit near major highways. Phased development can occur.
2. Remain in Whitted and renovate to accommodate Health's growth & expansion needs of 7,056 GSF.\*

*\*Other Departments would not have room to grow. Parking requirements could not be met without impacting current uses on site*

**Cost**

Option 1: Approx. \$25,000,000 (\$625/SF)    Option 2: Approx \$1,600,00 (\$225/SF)

**Recommendation**

- Build a Health complex on a site near major highways, with ample parking and a bus route
- Buildout campus in phases (medical & dental clinics followed by administrative spaces)



Jay Smith said relocating Health Services would be a long-range planning item.

Slide #13

## Key Decision #8

### SOCIAL SERVICES

**Status** – Social Services is located in Hillsborough Commons in an old 56,000 SF Walmart facility built in 1988. This building is leased – the rent is currently \$71,000 / month and half is subsidized by the federal government. Social Services is projected to grow by 12,000 GSF – which will be very difficult to accommodate in this building.

#### Options

1. Exit lease and construct a new 64,379 GSF facility in a commercial district near major highways with ample parking and mass transit available. Consider pairing with a new Health Complex if it is approved
2. Renovate Hillsborough Commons to accommodate 12,000 GSF growth\*  
\* Contingent on leasing other space within the building

#### Cost

Option 1: Approx. \$38,700,000 (\$605/SF)    Option 2: Approx. \$2,700,000 (\$225/SF)

#### Recommendation

Exit the lease at Hillsborough Commons and construct a new Social Services complex

Commissioner Portie-Ascott asked what the consequences are for exiting the social services lease.

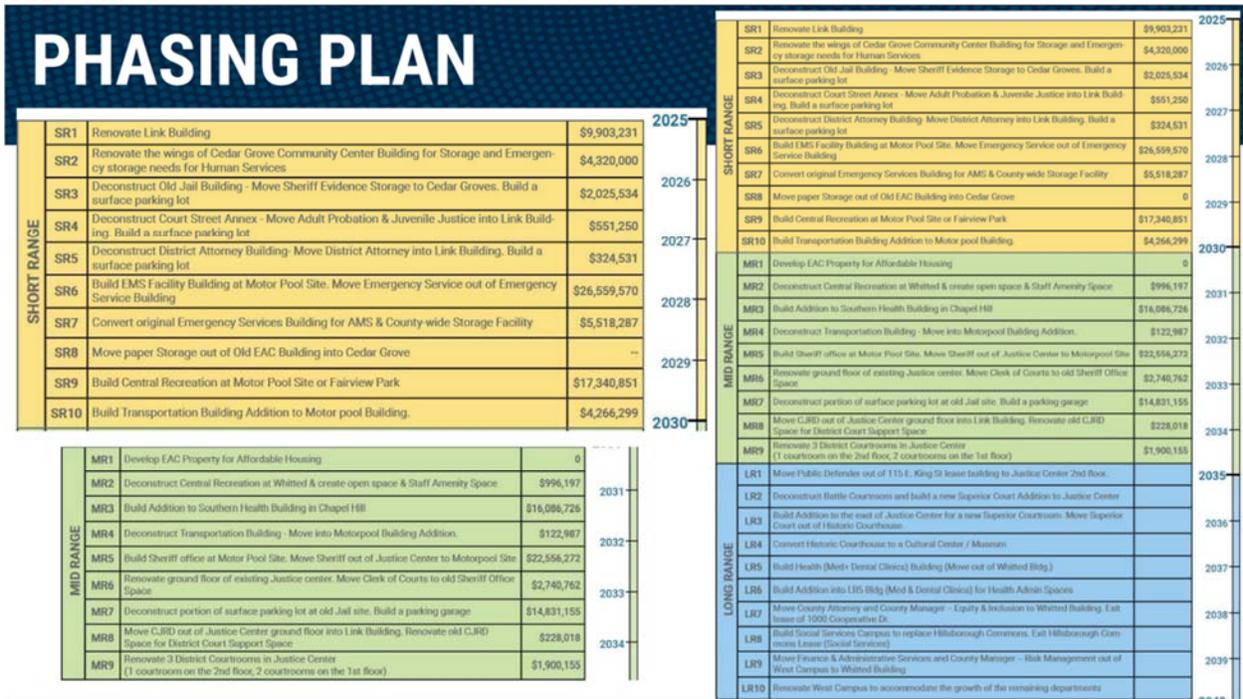
Jay Smith said the county would wait for it to expire. He said it is a 10-year lease, so they would look beyond the 10-year mark for any changes.

Slide #14

## Key Planning Decisions

1. Link Building
2. Disposition Old Jail & Site
3. Emergency Management Building
4. Central Recreation Center at Whitted
5. Disposition of Old EAC / 306 Revere Road
6. Sherriff's Office
7. Health Services
8. Social Services

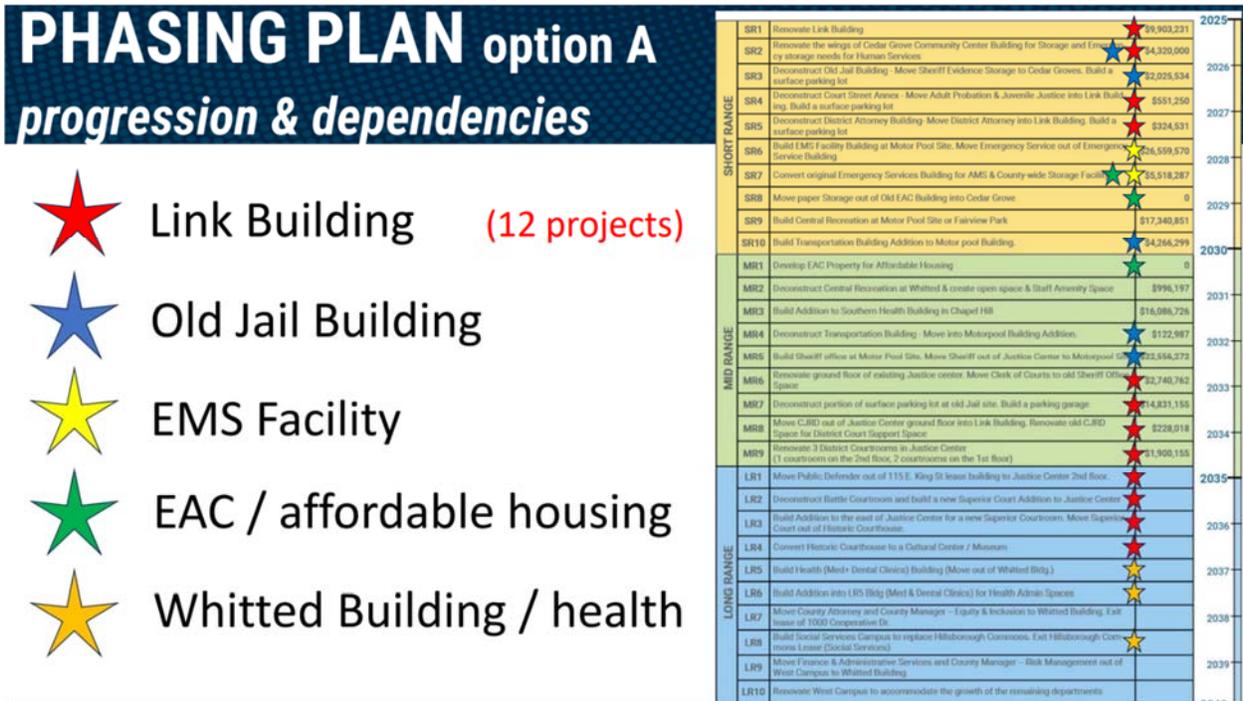
1 Slide #15



Jay Smith said that the decision on the Link building is the catalytic point that affects other project decisions.

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Slide #16



Jay Smith said there is an option without using the Link building, but it will be more expensive.

Commissioner Richards asked if the scenarios would integrate the two options.

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10

1 Travis Myren said the first 10 years of the plan is about \$130 million. He said on December  
2 4<sup>th</sup> they will know what the school plan is, and then on December 12<sup>th</sup> they will be able to see the  
3 financial impact.

4 Commissioner Richards said there is debt besides this and asked if it will have all of it  
5 shown.

6 Travis Myren said there will be three types of debt presented. He said that it will show the  
7 existing CIP, the second will show the county facility plan, and the third will show the school facility  
8 plan. He said all of the borrowing being considered will be part of the debt model.

9 Chair Bedford asked how they will review options and the impact on the debt.

10 Travis Myren said what they will be looking for on the 12<sup>th</sup> is whether the numbers are too  
11 high, and what alternatives may be taken off the table. He said they would then re-run the  
12 numbers and bring that back to the Board.

13 Chair Bedford asked Cy Stober to provide information on what the risks are for building in  
14 a flood plain. She said Link is located in a flood plain.

15 Cy Stober said building in a flood plain is not necessarily a curse. He said that if it is a  
16 non-residential building then everything needs to be two feet above the 100-year flood mark. He  
17 said that the lower level could be used for storage, but an architect could design around that. He  
18 said it would need to be insured for flood insurance, but it is possible, and the risk is removing the  
19 building, there is nothing that can go back in that space.

20 Chair Bedford said that \$4 million for a storage area seems very high. She wondered  
21 what other alternatives are.

22 Jay Smith said that the advantage is that it is a space that they own. He said part of the  
23 cost is keeping the area climate controlled.

24 Bonnie Hammersley said most of the county's storage needs are paper records and some  
25 of which must be kept forever. She said that they need better management of these records, and  
26 they should be centralized.

27 Commissioner Portie-Ascott asked how many parking spaces will be where the old jail site  
28 is.

29 Jay Smith said they suggested a two-level parking garage, and that it would be designed  
30 to blend in with the existing architecture of Hillsborough. He said this would be a phased approach.  
31 He referred to slide #6 and showed the Board where the flood plain exists on the Link Building.

32 Bonnie Hammersley said that the water issues at Link were unrelated to the flood plain.

33 Jay Smith showed pictures on the motor pool concept. He explained how different county  
34 buildings could fit into that property.

## MOTOR POOL SITE CONCEPT



# MOTOR POOL SITE CONCEPT



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Jay Smith showed pictures on the Justice Center concept:

# JUSTICE CAMPUS CONCEPT



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## JUSTICE CAMPUS CONCEPT



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2 Vice-Chair McKee said that creating a parking area would require working with the Town  
3 of Hillsborough. He asked what feedback the county has received from the town.

4 Jay Smith said the town actually brought up the parking needs and were pleased.

5 Vice-Chair McKee said they were tied up in court with them over the previous parking deck  
6 and that is his concern.

7 Commissioner Hamilton asked how removing the façade at Link would work.

8 Jay Smith said it would be a partial removing of some walls and the roof. He said the  
9 bones of the building would remain.

10 Commissioner Hamilton asked if at that point they might see other problems with the  
11 structure.

12 Jay Smith said yes, it is possible. He said the report on the building was well done and  
13 offered ways the water intrusion problem could be corrected.

14 Commissioner Fowler asked what would move into the Whitted building if Health left.

15 Travis Myren said potentially the Board of Elections or the County Attorney's office.

### 16 17 **3. Presentation on Other Post-Employment Benefits (OPEB)**

18 The Board received a presentation from the County's actuary firm, Cavanaugh Macdonald  
19 Consulting, LLC, including a review of the County's Net OPEB Liability and key actuarial  
20 assumptions.

21  
22 **BACKGROUND:** Governmental Accounting Standards Board (GASB) Statements No. 74 and  
23 75 respectively issued in 2016 and 2017 were intended to enhance the reporting of OPEB liability  
24 data in state and local governments' financial statements. Other Post-Employment Benefits for  
25 the County include retirees' healthcare benefits consisting of medical, prescription and Health  
26 Savings Account.

27  
28 GASB 74 and 75 measures the Net OPEB Liability (NOL) as the principal measure of a  
29 government's OPEB liability as indicated below:  
30  
31  
32

<b>Fiscal Year</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>
<b>Discount Rate</b>	<b>3.65%</b>	<b>3.54%</b>	<b>2.16%</b>	<b>2.21%</b>	<b>3.50%</b>	<b>3.89%</b>	<b>3.57%</b>
<b>Net OPEB Liability</b>	<b>\$120,541,187</b>	<b>\$132,374,775</b>	<b>\$161,449,960</b>	<b>\$137,190,344</b>	<b>\$106,718,695</b>	<b>\$95,924,108</b>	<b>\$96,503,866</b>

1  
2 The discount rate is benchmarked to the 20-year municipal bond index rate. As indicated above  
3 the discount rate has an inverse relationship with the Net OPEB Liability.  
4

5 Gary Donaldson, Chief Financial Officer, introduced the item and reviewed the  
6 background material in the agenda abstract. He said the horizon for OPEB liability is 89 years.  
7 He said Orange County has an irrevocable trust with the State Treasurer's office, with a balance  
8 of \$383,000. He said it was seeded in 2017 with \$250,000. He said about 10% of Cavanaugh  
9 MacDonald Consulting's clients have created an irrevocable trust with the State Treasurer's office.  
10 He said the apprehension is because it is irrevocable. He said Orange County has been very  
11 cautious in moving funds. He said in 2012, the Board committed \$7.5 million in fund balance in  
12 the General Fund, and now that figure is \$8 million.

13 Commissioner Fowler said she thought that two years ago the county moved \$250,000 to  
14 fund OPEB.

15 Gary Donaldson said that those funds were considered committed fund balance, but they  
16 were not put into the irrevocable trust.

17 Gary Donaldson described the discount rate as the county's return on its investment. He  
18 said if there is a high interest rate there is a higher yield investment income applied to the liability,  
19 which is an inverse rate relationship. He said that the county follows the 20-year municipal bond  
20 index at a AA rating for the discount rate.

21 Commissioner Richards asked if funds in a committed fund balance are susceptible to be  
22 used for other purposes.

23 Gary Donaldson said that no, the Board would have to take action to repurpose those  
24 funds.

25 Commissioner Richards asked if the operative word was "committed."

26 Gary Donaldson said for committed funds, only the governing body can change that. He  
27 said under GASB 74 and 75, the county gets no credit in the report for the \$8 million in committed  
28 fund balance.  
29

Youveak Yeng of Cavanaugh Macdonald Consulting made the following presentation.

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Slide #1

**CM**  
Cavanaugh Macdonald  
CONSULTING, LLC  
*The experience and dedication you deserve*

**Orange County  
Other Postemployment Benefits Plan**

Valuation Results as of June 30, 2022

GASB 74/75 Results as of  
June 30, 2023 Measurement Date

November 9, 2023

**Youveak Yeng, ASA, MAAA**

[www.CavMacConsulting.com](http://www.CavMacConsulting.com)

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Slide #2

**What Is an OPEB Plan?**



- OPEB stands for **O**ther **P**ost**e**mployment **B**enefits
- OPEB refers to benefits, other than pensions, that are paid in the period after employment. OPEB includes:
  - Postemployment healthcare benefits such as medical, dental, vision, hearing, etc., whether provided through a pension plan or separately; and
  - Other benefits such as death benefits, life insurance, disability, long-term care, etc., when provided separately from a pension plan.
- Orange County’s OPEB benefits include medical, prescription drug, and a Health Savings Account contribution.

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1 Slide #3

## What Is GASB 74 and 75?



- Governmental Accounting Standards Board Statement No. 74 (GASB 74) Financial reporting for OPEB **plans** (a.k.a. the Irrevocable Trust).
  - We need 6/30 Trust information and employer amounts paid outside the Trust annually.
  - Some plans may need a blended discount rate developed. We call this the Single Equivalent Interest Rate or SEIR.
  - Effective starting with fiscal years after June 15, 2016.
- GASB 75: Accounting and financial reporting for **employers** who have OPEB plans.
  - Effective starting with fiscal years after June 15, 2017.
- Orange County receives a combined report meaning the GASB 74 and GASB 75 information uses the same measurement date.



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Slide #4

## How Is the Liability Calculated?



- Liability calculations are based on the following:
  - Provisions of the plan
  - Demographics of active and retired employees
  - Benefit costs
  - Demographic and economic assumptions



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1 Slide #5

## Basic Retirement Funding Formula



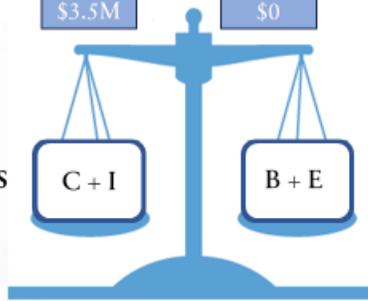
$$\begin{array}{ccccccc}
 \text{C} & + & \text{I} & = & \text{B} & + & \text{E} \\
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 \end{array}$$

C = Contributions

I = Investment Income  
Earned on Contributions

B = Benefits Paid

E = Expenses (Admin Fees)



“Money In = Money Out”



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Slide #6

## Plan Provisions



- Permanent employees hired on or before 6/30/2012 who retire from Orange County and meet one of the following conditions:
  - A minimum of 10 years of service with Orange County
  - Age 65 with a minimum of 5 years of service with Orange County
  - Disabled retirement with a minimum of 5 years of service with Orange County
- Permanent employees hired after 6/30/2012 who retire from Orange County and meet one of the following conditions:
  - A minimum of 20 years of service with Orange County
  - Age 65 with a minimum of 10 years of service with Orange County
  - Disabled retirement with a minimum of 10 years of service with Orange County



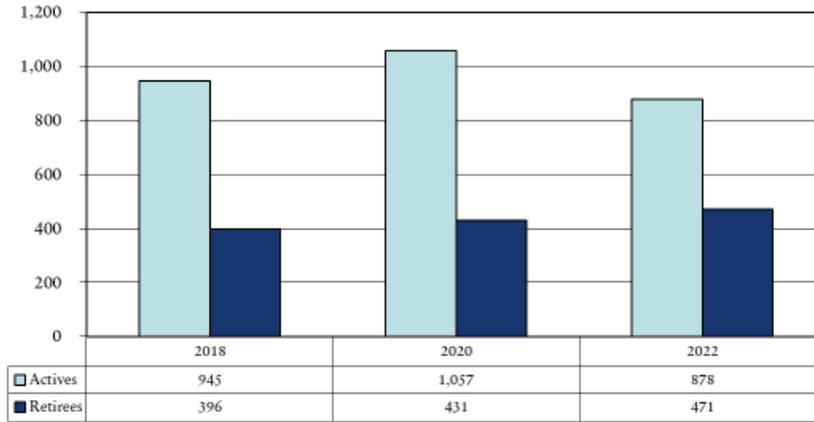
6

Vice-Chair McKee said that the changes in 2012 slowed the rate of acceleration in the liability.

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1 Slide #7

## Active and Retired Membership



9.1% annual increase for retired members since 2018; 9.3% increase for 2022.



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Slide #8

## Benefit Costs

- If hired on or before 6/30/2012:
  - The County will contribute 100% towards the cost of medical coverage for retirees with 10 or more years of service at retirement.
  - The County will contribute 50% towards the cost of medical coverage for retirees age 65 and with 5-9 years of service at retirement.
  
- If hired after 6/30/2012:
  - The County will contribute 100% towards the cost of medical coverage for retirees with 20 or more years of service at retirement.
  - The County will contribute 50% towards the cost of medical coverage for retirees age 65 and with 10-19 years of service at retirement.
  
- Contribution to a health saving account for retirees on the high deductible health plan.

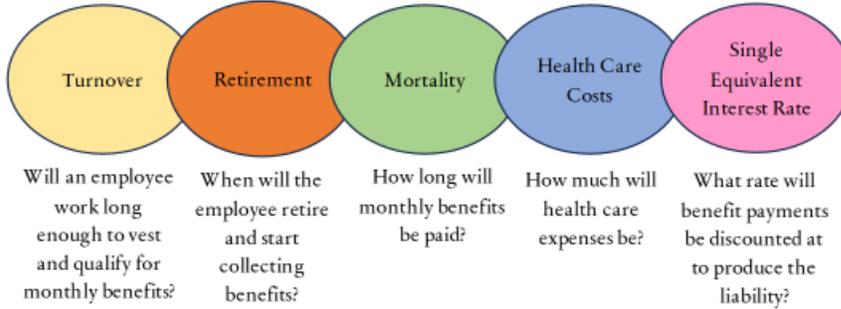


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1 Slide #9

# Actuarial Assumptions



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Youveak Yeng said that the assumptions are based on statewide data.  
Chair Bedford asked why the interest rate goes down.

Youveak Yeng said that costs do end up going up, and they estimate an average of 7% a year. He said if they expect 7% growth each year, it will eventually become all of the GDP, so they grade it down over time.

Slide #10

# GASB 74/75

## Sensitivities

Healthcare Trend			
	1% Decrease	Current	1% Increase
Net OPEB Liability	\$102,072,143	\$120,541,187	\$144,161,457

Discount Rate			
	1% Decrease (2.65%)	Current (3.65%)	1% Increase (4.65%)
Net OPEB Liability	\$141,247,673	\$120,541,187	\$104,102,651

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1 Slide #11

## GASB 74/75 - Comments on Valuation

Changes in the Total OPEB Liability	
Total OPEB Liability June 30, 2022	\$132,737,808
Service Cost	4,123,410
Interest Cost	4,636,990
Benefit Payments	(3,529,472)
<b>Actual vs. Experience Deferred Outflows/Inflows</b>	
Demographic Changes	(5,590,403)
Health Care Costs	(10,534,054)
Actual vs. Expected Benefit Payments	(\$10,512)
<b>Assumption Deferred Outflows/Inflows</b>	
Health Care Trend Change	1,635,621
Single Equivalent Interest Rate Change	(2,046,466)
<b>Total OPEB Liability June 30, 2023</b>	<b>\$120,922,922</b>



Service Cost is one year's worth of liability for actives accruing age and service towards benefit eligibility

Interest Cost is one year's worth of interest on the beginning of year liability less interest on benefit payments made on based on the single equivalent interest rate

**Assumption Changes**

- Pre-Medicare trend rates changed to 7% in 2022 decreasing to an ultimate rate of 4.5% by 2032
- Medicare trend rates changed to 5.125% in 2022 decreasing to an ultimate rate of 4.5% by 2025
- Single Equivalent Interest Rate increased from 3.54% to 3.65%

**Gains/Losses**

- Gain due to reduction in active employee counts, offset by increase in retiree counts
- Gain due to very small increase in Medicare rates relative to expected increases



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Slide #12

## GASB 74/75 – Collective Results

Valuation Date (VD):	June 30, 2022	June 30, 2020
Prior Measurement Date:	June 30, 2022	June 30, 2021
Measurement Date (MD):	June 30, 2023	June 30, 2022
Reporting Date (RD):	June 30, 2023	June 30, 2022
<b>Single Equivalent Interest Rate (SEIR):</b>		
Single Equivalent Interest Rate at Prior Measurement Date	3.54%	2.16%
Single Equivalent Interest Rate at Measurement Date	3.65%	3.54%
<b>Net OPEB Liability:</b>		
Total OPEB Liability (TOL)	\$120,922,922	\$132,737,808
Fiduciary Net Position of Irrevocable Trust (FNP)	381,735	363,033
Net OPEB Liability (NOL = TOL – FNP)	\$120,541,187	\$132,374,775
FNP as a percentage of TOL	0.32%	0.27%
Collective OPEB Expense/(Income):	\$7,281,287	\$10,851,676
Deferred Outflow of Resources:	\$24,420,296	\$33,263,669
Deferred Inflow of Resources:	\$42,254,407	\$35,512,377



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1 Slide #13

## GASB 74/75 – Collective Results

OPEB Expense	
Service Cost	\$4,123,410
Interest Cost	4,636,990
Current-period benefit changes	0
Expensed portion of current-period difference between expected and actual experience	(2,878,022)
Expensed portion of current-period difference between changes of assumptions	(71,080)
Active member contributions	0
Projected earnings on plan investments	(25,412)
Expensed portion of current-period differences between actual and projected earnings	1,342
Administrative Costs	0
Other	0
Recognition of beginning Deferred Outflows	8,870,567
Recognition of beginning Deferred Inflows	(7,376,508)
<b>OPEB Expense/(Income)</b>	<b>\$7,281,287</b>



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Slide #14

## (Gain)/Loss Analysis from 2017 to 2023

Fiscal Year Ending June 30	2023	2022	2021	2020	2019	2018	2017
Discount Rate	3.65%	3.54%	2.16%	2.21%	3.50%	3.89%	3.57%
Total OPEB Liability (TOL)	\$120,922,922	\$132,737,808	\$161,879,726	\$137,498,540	\$107,019,636	\$96,207,886	\$96,763,784
Fiduciary Net Position (FNP)	381,735	363,033	429,766	308,196	300,941	283,778	259,918
Net OPEB Liability (NOL = TOL - FNP)	\$120,541,187	\$132,374,775	\$161,449,960	\$137,190,344	\$106,718,695	\$95,924,108	\$96,503,866
Assumptions	(\$410,845)	(\$34,822,029)	(\$5,075,957)	\$26,272,770	\$6,841,423	(\$5,125,557)	(\$9,448,990)
Actual vs. Expected Experience	(\$16,634,969)	(\$709,451)	\$23,633,991	(\$804,583)	(\$793,706)	\$574,520	\$0
Plan Investments	\$6,710	\$96,817	(\$106,160)	\$7,792	(\$2,974)	(\$10,864)	\$0

- Primary drivers of the Assumption (gain)/loss are discount rate changes and demographic assumption changes. Demographic assumptions were based on the 1/1/2010 through 12/31/2014 LGERS board experience study prior to 6/30/2021 and the 1/1/2015 through 12/31/2019 LGERS experience study starting with the 6/30/2021 report.
- Primary drivers of the Actual vs. Expected Experience (gain)/loss are demographic changes, premium changes, and benefit payment differences.
- Plan Investments are relatively stable except for large gain in 2021 and large loss in 2022.



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1 Slide #15

## Single Equivalent Interest Rate



- Single Equivalent Interest Rate (SEIR) solvency test for 2023 fiscal year end equals the 20-year Municipal Bond Index Rate.
  - The irrevocable trust is expected to be depleted in its initial year.
  - Contributions to the irrevocable trust were \$250,000 in 2017 and \$0 for 2018-2023.
  - Irrevocable trust will grow nominally without contributions relative to the liability.
- Around 38 employers have assets and only around 15 employers in North Carolina have SEIR = Long-Term Rate of Return (LTRoR) based on our valuation work with around 375 employers.



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Chair Bedford asked what the expected increases in the yearly payments are.  
 Youveak Yeng said he would get that information to the Board.  
 Commissioner Richards asked how Orange County compares to other counties.  
 Youveak Yeng said that Orange County is in the minority to even have assets.  
 Commissioner Richards said in 2020 there was a big change. She asked if that was related to the U.S. Census.  
 Youveak Yeng said that there was a 2020 experience study that was based off of state data. He referred to slide #14.  
 Commissioner Richards said 2021 is where they would see an increase.  
 Youveak Yeng said the driver is not the discount rate, but the new assumptions that went into it.  
 Commissioner Richards said that is where he talked about looking at it from a broader base, as opposed to Orange County's little piece.  
 Youveak Yeng said yes.  
 Commissioner Richards asked if the state does it every 5 years and if that is considered automatically for the county's OPEB study.  
 Youveak Yeng said yes, it is automatically considered. He said they may look at it and consider other studies if they see oddities.  
 Commissioner Richards asked if the irrevocable trust was a state level trust.  
 Gary Donaldson said it is with the State Treasurer's office.  
 Commissioner Richards clarified that investments are made by the state with the irrevocable trust, and the county cannot take it out or have any say-so over investments.  
 Youveak Yeng said yes.  
 Chair Bedford asked if county irrevocable funds could be used to help other counties who have not set aside money for OPEB.  
 Gary Donaldson said that the trust funds can only be used by the county.  
 Youveak Yeng went back to the discount rate. He said that Orange County is in the minority for having a fund, but it will not cover much. He said that they end up using the municipal

1 bond rate, which fluctuates with the economy. He said that right now Orange County is in a good  
2 place, but it could drop in the future.

3 Commissioner Fowler asked what impact the rate has on the county, such as interest rates  
4 for debt financing. She also asked what the requirements are for funding OPEB. She asked if it  
5 was just a policy.

6 Travis Myren said it has no impact on any other rates.

7 Youveak Yeng said the county could adopt a formal OPEB funding policy where there is  
8 a funding strategy for a number of years and then draw down on it eventually.

9 Chair Bedford said that there is a county resolution to contribute the projected pay as you  
10 go financing requirements with an additional amount to be determined annually by the Board.

11 Commissioner Greene said the Board has an opportunity to discuss it each year as part  
12 of the budget process.

13 Commissioner Hamilton said the numbers are a projection, which are subject to change.  
14 She said it makes sense to have some committed fund balance for times when the OPEB  
15 payments are higher. She said she thinks the county policy is appropriate, but the county should  
16 continue to pay attention. She said that having the funds in committed fund balance is being  
17 fiscally responsible.

18 Vice-Chair McKee said he wanted to see cost projections. He said that he brings it up  
19 each year because he does not want the county to be in a difficult financial position. He said the  
20 county made promises to employees and he wants to keep those promises.

21 Bonnie Hammersley said the liability in 2014 was \$160 million. She said she thinks the  
22 decrease is due to the interest rate. She said they have not seen a big increase in the pay as you  
23 go amount each year due to the benefit changes in 2012. She said the pay as you go amount in  
24 the budget each year has been around \$3 million. She said because of the strength of the  
25 economy in our area, the risk of needing to use the funds in the irrevocable trust is slim.

26 Chair Bedford asked if there are any changes expected due to the pandemic.

27 Youveak Yeng said that the pandemic was a short event, and their studies are long range,  
28 so there likely was not a significant impact.

29 Commissioner Hamilton said so much of the study is based on assumptions with the state.  
30 She said that it is important for the county to pay attention to the county's data and costs.

31 Chair Bedford said that having this information makes her less likely to take funds intended  
32 for OPEB to pay for other programs or issues.

33 Vice-Chair McKee said that it is always his fear that the amount will be used to fund other  
34 priorities.

35 Commissioner Hamilton said hopefully no Board would take away those funds since  
36 those funds are related to benefit promises that attract employees.

37 Vice-Chair McKee said the 2012 benefit changes meant that employees stayed longer at  
38 the county in order to receive post-retirement benefits. He said that future circumstances might  
39 change the response of the county to this liability. He said his concern is that the county is able  
40 to meet their promise.

#### 41 **4. Chapel Hill Orange County Visitors Bureau Advisory Board – Appointments Discussion**

42 The Board considered appointments to the Chapel Hill Orange County Visitors Bureau Advisory  
43 Board.  
44

45 **BACKGROUND:** The Chapel Hill Orange County Visitors Bureau Advisory Board is charged with  
46 developing and coordinating visitor services in Orange County. It also implements marketing  
47 programs that will enhance the economic activity and quality of life in the community.  
48

49 The Board of County Commissioners appoints all 17 members, with representation from specific  
50 entities and fields.  
51

The following individuals are recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Sharon Hill	Economic Development Advisory Board Member	Second Full Term	12/31/2026
Dr. Grace Holtkamp	Orange County/Hillsborough Chamber of Commerce	First Full Term (reappointment)	12/31/2026
Meredith Sabye	At-Large	Partial Term	12/31/2024
Shailan (Sam) Vadgama	Orange County Lodging Association	Partial Term	12/31/2024
Rebecca Mormino	Chapel Hill Downtown Partnership Staff	First Full Term	06/30/2026

If the individuals listed above are appointed, the following vacancy remains:

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
Orange County Arts Commission	12/31/2023	Vacant since 02/28/2022

Tara May introduced the item.

The Board agreed by consensus on the recommended applicants.

##### 5. Hillsborough Board of Adjustment – Appointment Discussion

The Board considered an appointment to the Hillsborough Board of Adjustment.

**BACKGROUND:** The Hillsborough Board of Adjustment reviews non-residential building projects, variance requests, and appeals.

The Board of County Commissioners appoints two (2) regular members and one (1) alternate member who are all residents of the Hillsborough Extraterritorial Jurisdiction (ETJ).

North Carolina General Statute (NCGS) § 160D-307 indicates that in the event there are “an insufficient number of qualified residents of the extraterritorial area to meet membership requirements, the Board of County Commissioners may appoint as many other residents of the county as necessary to make up the requisite number”. NCGS § 160D-307 also states “If a board of county commissioners fails to make these appointments within 90 days after receiving a resolution from the city council requesting that they be made, the city council may make them”. The Hillsborough Board of Commissioners has recommended a non-ETJ county resident pursuant to the referenced statute.

The following individual is presented for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Carl (Eddie) Sain	Hillsborough ETJ-Alternate	First Full Term	06/30/2026

If the individual listed above is appointed, no vacancies remain.

Tara May introduced the item.

The Board agreed by consensus on the recommended applicant.

#### 6. Human Relations Commission – Appointments Discussion

The Board considered appointments to the Human Relations Commission.

**BACKGROUND:** The Human Relations Commission advises the Board of County Commissioners on solutions to problems in the field of human relationships. It also makes recommendations designed to promote goodwill and harmony among groups in the County irrespective of their race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status or status with regard to public assistance.

The Board of County Commissioners appoints all twelve (12) members.

The following individuals are recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Christopher Barnes	At-Large	Partial Term	06/30/2024
Rhian Carreker-Ford	At-Large	First Full Term	06/30/2026
Brooke Capps-Yaroni	Town of Carrboro	Partial Term	06/30/2025

If the individuals listed above are appointed, the following vacancies remain:

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
Town of Hillsborough	06/30/2026	<b>Vacant since 06/30/2023</b>

Tara May introduced the item.

Commissioner Portie-Ascott asked if it was possible to move Jenn Sykes from the At-Large position to the vacant Town of Hillsborough position, since Jenn Sykes lives within the town limits. She said then the Board could appoint Tonya Jones to the At-Large position.

Tara May said that was possible.

The Board agreed by consensus on the recommended applicants and to appoint Jenn Sykes to the Town of Hillsborough position and Tonya Jones to the At-Large position.

1 **7. Mebane Board of Adjustment – Appointment Discussion**

2 The Board considered an appointment to the Mebane Board of Adjustment.

3  
4 **BACKGROUND:** The Mebane Board of Adjustment hears and decides appeals of decisions by  
5 the Mebane Zoning Enforcement Officer and grants special use permits and variances.

6  
7 The Board of County Commissioners appoints one (1) member, representing the Mebane  
8 Extraterritorial Jurisdiction (ETJ).

9  
10 The following individual is presented for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
David Ferraro	Mebane ETJ	Second Full Term	12/31/2026

11  
12  
13 If the individual listed above is appointed, no vacancies remain.

14  
15 Tara May introduced the item.

16 The Board agreed by consensus on the recommended applicant.

17  
18 **8. Orange County Parks and Recreation Council – Appointment Discussion**

19 The Board considered an appointment to the Orange County Parks and Recreation Council.

20  
21 **BACKGROUND:** The Orange County Parks and Recreation Council consults with and advises  
22 the Department of Environment, Agriculture, Parks and Recreation, and the Board of County  
23 Commissioners on matters affecting parks planning, development and operation; recreation  
24 facilities, policies and programs; and public trails and open space.

25  
26 The Board of County Commissioners appoints all 12 members with representatives from each of  
27 the county's townships plus its municipalities, as well as 2 non-voting youth delegates.

28  
29 The following individual is recommended for Board consideration:

NAME	POSITION DESCRIPTION	TYPE OF APPOINTMENT TERM	EXPIRATION DATE
Hannah Darr	At-Large	Partial Term	03/31/2025

30  
31  
32 If the individual listed above is appointed, the following vacancies remain:

POSITION DESIGNATION	EXPIRATION DATE	VACANCY INFORMATION
Hillsborough Township	03/31/2025	<b>Vacant since 10/03/2023</b>
Little River Township	03/31/2026	<b>Vacant since 08/18/2023</b>

1 Tara May introduced the item.  
2 The Board agreed by consensus on the recommended applicant.  
3

4 **Adjournment**  
5

6 A motion was made by Commissioner Hamilton and seconded by Vice-Chair McKee to  
7 adjourn the meeting at 9:38 p.m.  
8

9 **VOTE: UNANIMOUS**  
10

11  
12 Jamezetta Bedford, Chair  
13

14  
15 Laura Jensen  
16 Clerk to the Board  
17

18 Submitted for approval by Laura Jensen, Clerk to the Board.

1 DRAFT

2 **MINUTES**  
3 **ORANGE COUNTY**  
4 **BOARD OF COMMISSIONERS**  
5 **WORK SESSION – STRATEGIC PLAN**  
6 **November 10, 2023**  
7 **2:00 p.m.**

8 The Orange County Board of Commissioners met for a Work Session on the Strategic Plan on  
9 Friday, November 10, 2023 at 2:00 p.m. at the Bonnie B. Davis Environment and Agricultural  
10 Center in Hillsborough, NC.

11  
12 **COUNTY COMMISSIONERS PRESENT:** Chair Jamezetta Bedford and Commissioners Amy  
13 Fowler, Sally Greene, Jean Hamilton, Phyllis Portie-Ascott, and Anna Richards

14 **COUNTY COMMISSIONERS ABSENT:** Vice-Chair Earl McKee

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 Laura Jensen. (All other staff members will be identified  
18 appropriately below)

19  
20 Chair Bedford called the meeting to order at 2:02 p.m. All commissioners were present,  
21 except Vice-Chair McKee.

22  
23 Bonnie Hammersley thanked board members and department directors for coming to the  
24 strategic planning session. She introduced Robert Reynolds, the county’s new Chief Information  
25 Officer. Robert Reynolds addressed the Board, spoke on his experience in local government, and  
26 thanked them for the opportunity to serve Orange County.

27 Charline Kirongozi from BerryDunn, the strategic plan consultant group, introduced  
28 herself.

29 Charline Kirongozi made the following presentation:

30  
31 Slide #1



Orange County  
Strategic Plan  
Board of Commissioners Work Session

November 10, 2023



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1 Slide #2

### Strategic Planning Process



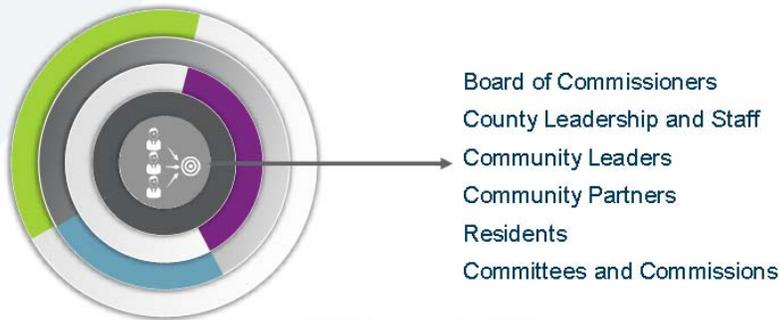
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Charline Kirongozi described the work that will take place at each of the steps in the strategic planning process.

Slide #3

### Environmental Scan Approach



- ✓ Interviews with diverse stakeholders
- ✓ Social Pinpoint Community Engagement Platform
- ✓ Meeting-in-a-box
- ✓ Three in-person community forums
- ✓ Employee survey and Employee focus groups
- ✓ Reviewed other County documents
- ✓ Statistically valid survey



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1 Slide #4

### Planning Process: Plan Development



#### Board

- Mission Statement
- Vision Statement
- Core Values/Guiding Principles
- Strategic Priorities
- Strategic Goals



#### County Leadership

- Current and Future State
- Strategic Objectives
- Performance Measures

**The North Star Vision**

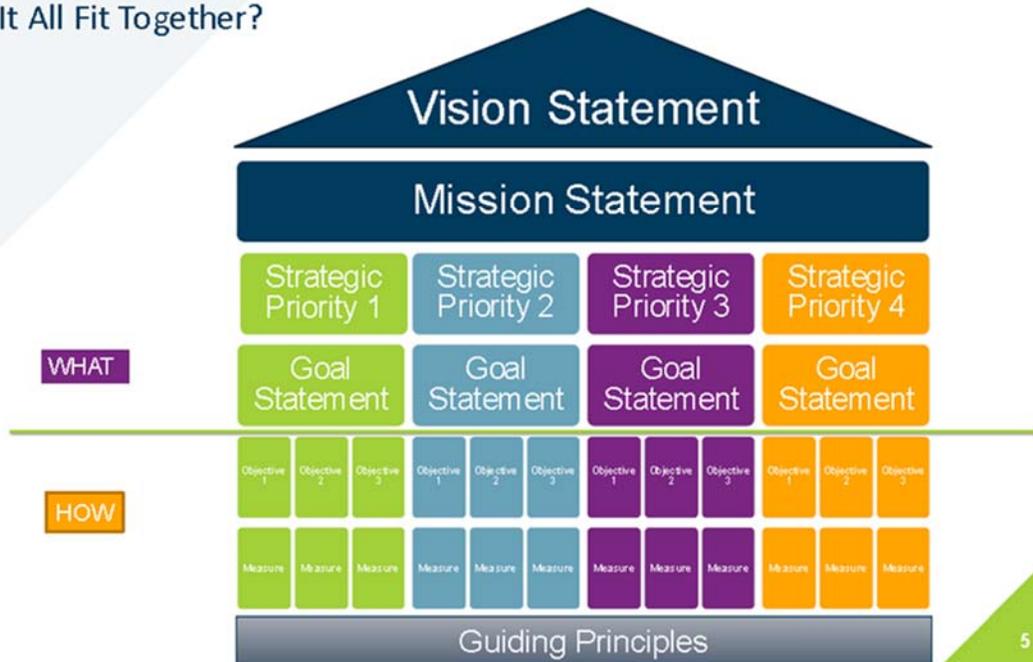
The **North Star Vision** serves as a unifying focal point for an organization's long-term achievement. It must be clear enough for stakeholders to know what they are working towards and how to get there. Stakeholders must see their role in this vision and believe in the organization's dream, as they will play a vital role in executing on it.



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Slide #5

### How Does It All Fit Together?



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1 Slide #6

### Mission Statement, Vision Statement, and Guiding Principles

The **mission statement** describes an organization’s purpose or reason for existing. It is the public statement of the contribution it promises to make to help accomplish the community vision. It answers the questions: Why do we exist? What do we do?

A **vision statement** defines your desired future state and provides direction for where Lauderhill is going as a community. It answers the question: What will Lauderhill look and feel like 5 years from now? 20 years from now?

**Guiding principles** are the precepts that guide an organization throughout its life in all circumstances, irrespective of changes in its goals, strategies, type of work or the top management. They are expectations for how the city will conduct its business, make decisions, and deliver programs and services to the community.



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Slide #7

#### Review Mission Statement

##### Board Proposed Mission Statement

Orange County strives to be a leader in providing governmental services that are required by law and valued by our residents in an equitable, sustainable, and efficient way.

##### Staff Proposed Mission Statement

Orange County is a visionary leader in providing governmental services valued by our community, including those required by law, in an equitable, sustainable, innovative, and efficient way



- 6
- 7 Commissioner Fowler said she likes the staff proposed mission statement.
- 8 Commissioner Richards said she likes the word resident over community. She said she
- 9 isn’t sure she agrees Orange County is already a visionary leader.
- 10 Commissioner Portie-Ascott said she likes the staff-proposed mission statement better,
- 11 and while the county may not be all the way there, other jurisdictions view Orange County as a

1 visionary leader. She said she does like the word resident but also thinks community can include  
2 other segments of the population like the business community.

3 Commissioner Greene said she tends to agree with Commissioner Portie-Ascott and  
4 thinks community is a more encompassing term.

5 Commissioner Hamilton said she likes the staff proposed statement better.

6 Charline Kirongozi said she likes the word community.

7

8 Slide #8

Review Vision Statement

**Proposed Vision Statement #1**

We are a diverse, inclusive, and healthy community working together to enhance the quality of life for all residents.

**Proposed Vision Statement #2**

Orange County is a welcoming and engaged community committed to nurturing community vibrancy for all residents through all stages of life.

**Proposed Vision Statement #3**

Orange County is a welcoming and engaged community committed to strengthening our community and enhancing the quality of life for our residents.



9

10

After Board discussion, Commissioner Greene and Commissioner Fowler proposed “We are a diverse, inclusive, and healthy county working together to strengthen our community and enhance the quality of life for all residents” for the vision statement.

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Slide #9

**Proposed Guiding Principles**



**Communication and Awareness –**  
We provide information and opportunities for engagement in a transparent manner so that all in our community have knowledge, understanding, and a voice.



**Inclusivity and Engagement –** We foster an environment in which all are welcomed, represented, and empowered to participate in and feel connected to their community.



**Dedication and Respect –** We commit to our roles in public service and organizational excellence by fostering the skills, talents, and innovation of our employees, volunteers, and boards needed to carry out this work.



15

1 The Board agreed with the Inclusivity and Engagement guiding principle, but changed  
2 Communication and Awareness to:

3 “We provide information and opportunities for engagement in a transparent and accessible  
4 manner so that all in our community have knowledge, understanding, and a voice.

5 The Board also changed Dedication and Respect to:

6 “We commit to our roles in public service and organizational excellence by fostering the  
7 skills, talents, and innovation of our residents, employees, volunteers, and boards needed to carry  
8 out this work.”

9  
10 Slide #10

### Proposed Guiding Principles



**Stewardship and advocacy** – We are driven to excellence and foster opportunities to innovate and make proactive, data-supported decisions that advocate for our communities’ needs.



**Partnership and collaboration** – We build meaningful relationships and connections that allow us to create holistic and integrated systems of support for all.



**Social Justice** – We respect all people and strive to be equitable in all that we do.



**Climate action and sustainability** – We recognize that our environment is fundamental to our being and are deliberate in protecting, preserving, and sustaining our natural resources for the continued good of all.



11 After discussion, the Board decided to change Stewardship and Advocacy to:  
12 “We are driven to excellence, and we foster opportunities to innovate and make proactive,  
13 data-supported decisions that respond to our community’s diverse needs.”

14 The Board agreed with the rest of the proposed guiding principles.

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17 Slide #11

### Proposed Strategic Priorities



**Environmental Stewardship (Environmental Protection and Climate Action):**

Promote sustainability and resiliency across all County operations and collaborate with our partners to inform our community, protect and preserve our natural resources, and reduce community wide greenhouse gas emissions.



**Healthy Community:** Increase equitable access to care and social safety net programming to promote the physical, social, and mental well-being of our community through tactics including but not limited to the arts, food security, and recreational opportunities.



**Housing for All:** Promote equitable and accessible housing and address housing disparities to create a thriving community through policies, partnerships, and collaboration.



1 Slide #12

### Proposed Strategic Priorities



**Multi-modal Transportation:** Collaborate with our regional partners to expand, integrate/connect, and provide accessible public transportation options so that residents can move about the County safely.



**Public Education/ Learning Community:** Enhance and maintain quality school operations and infrastructure and cultivate a learning community that values education and continuous development for all.



**Diverse and Vibrant Economy:** Foster an environment that attracts sustainable and diverse businesses and visitors, employment opportunities, and diversifies our tax base.



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Slide #13

### Strategic Priorities

**Environmental Stewardship (Environmental Protection and Climate Action):** Promote sustainability and resiliency across all County operations and collaborate with our partners to inform our community, protect and preserve our natural resources, and reduce community wide greenhouse gas emissions.



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After discussion, the Board decided to change Environmental Stewardship to:  
“Promote sustainability and resiliency across the county and collaborate with our partners to activate our community, protect and preserve our natural resources, and reduce greenhouse gas emissions.”

1 Slide #14

### Objectives



1. Identify the priorities and resources necessary to implement the Climate Action Plan.
2. Invest in our infrastructure to reduce the environmental impact of the County fleet and improve safety.
3. Improve educational opportunities for County staff and community members on climate action and available resources to advance climate action projects.
4. Incentivize and promote sustainable agriculture and local food systems development through supportive policy, funding, farmland protection and educational outreach.
5. Review land use policies to promote and connect Town, County, and private trails and open spaces.
6. Reduce nutrient loading in water supply watersheds.
7. Conserve and protect high priority open space, including Natural Heritage sites, nature preserves, watershed riparian buffers, and prime/threatened farmland.
8. Include environmental stewardship objectives in the Comprehensive Land Use Plan.



2  
3 Commissioner Richards said #6 feels very specific.  
4 Chair Bedford asked if the 10 “to-do’s” from the Climate Action Plan should be listed here.  
5 Travis Myren said Objective 1 is essentially stating to do those 10 things from the Climate  
6 Action Plan. He also said Objective 6 can be broader and a performance measure can specify  
7 reducing nutrients.  
8 The Board agreed to change Objective 6 to “Protect water supply watersheds”.  
9

10 Slide #15

### Strategic Priorities

**Healthy Community:** Increase equitable access to care and social safety net programming to promote the physical, social, and mental well-being of our community through tactics including but not limited to the arts, food security, and recreational opportunities.



1 After discussion, the Board changed Healthy Community to:  
 2 "Increase equitable access to care and social safety net programming to promote the  
 3 physical, social, and mental well-being of our community."  
 4

5 Slide #16

## Objectives



1. Improve harm reduction, prevention, and support services for behavioral health.
2. Expand access to quality, affordable healthcare services. (e.g., Medicaid expansion, crisis response, art spaces, healthy living campaign, green and recreational spaces).
3. Provide social safety net programming and the resources needed for our most vulnerable community members to become self-reliant.
4. Reduce impacts and barriers for justice-involved children and adults through deflection, diversion, therapeutic interventions, and re-entry support.
5. Invest, support, train, and retain our community safety, health, and emergency services employees.
6. Provide sustainable, equitable, high-quality community safety and emergency services to meet the community's evolving needs.
7. Invest in services and programs that improve the health and quality of life of the community (e.g., recreation and public open spaces, arts, etc.)



16

6 After discussion, the Board changed Objective 1 to:  
 7 "Improve harm reduction, prevention, and support services including housing for adults  
 8 and children experiencing behavioral health issues and intellectual or developmental disabilities."  
 9 (Charline will work on the final wording.)  
 10

11 The Board changed Objective 2 to:

12 "Expand access to quality, affordable healthcare services (e.g. Medicaid expansion, crisis  
 13 response, healthy living campaign)."

14 The Board changed Objective 3 to:

15 "Provide social safety net programming and the resources needed for our most vulnerable  
 16 community members (e.g. veterans, unhoused people, foster children, older adults, etc.)"

17 The Board changed Objective 4 to:

18 "Reduce impacts and barriers for justice-involved children and adults through deflection,  
 19 diversion, therapeutic interventions, and re-entry support including housing."

20 The Board changed Objective 5 to:

21 "Invest in, support, train, and retain our community safety, health, and emergency services  
 22 employees and direct care workforce."  
 23

24 The Board took a break starting at 3:08 p.m.

25  
 26 The Board ended the break at 3:15 p.m.  
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1 Slide #17

### Strategic Priorities

**Housing for All:** Promote equitable and accessible housing and address housing disparities to create a thriving community through policies, partnerships, and collaboration.



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After discussion, the Board changed Housing for All to:  
“Promote equitable and accessible housing and address housing disparities through policies, partnership, and collaboration to create a thriving community.”

Slide #18

### Objectives



1. Increase low-barrier housing stock across the County, including high-density housing.
2. Establish permanent funding sources to address new and existing housing needs, including eviction diversion.
3. Conduct a multi-agency comprehensive analysis of the state of housing in the County.
4. Prioritize and select County-owned land and/or facilities as part of an overall plan of facilities to create crisis, bridge, low barrier, affordable, and permanent housing.
5. Review County ordinances, policies, agreements, and the regulatory processes to increase opportunities and reduce barriers to construct housing.
6. Partner with public agencies to increase opportunities for public employees to buy and rent homes where they work.
7. Develop resources for residents to age in place – i.e., universal design
8. Preserve existing housing stock from disrepair and avoid displacement.
9. Increase access to emergency shelter beds, including supportive housing, by addressing need and any policy barriers.
10. Increase representation of people with lived experience on housing related matters.



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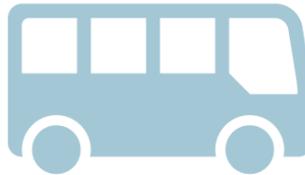
8  
9

- 1 After discussion, the Board changed the Objectives to:
- 2 1. Allocate permanent funding sources to address new and existing housing needs.
  - 3 2. Increase access to emergency shelter beds and other low-barrier housing including eviction
  - 4 diversion addressing need any policy barriers. (Charline will work on final wording.)
  - 5 3. Invest in permanent supportive housing.
  - 6 4. Prioritize and select county-owned land and/or facilities as part of an overall plan of facilities
  - 7 to create crisis, bridge, low barrier, affordable, and permanent housing.
  - 8 5. Review County ordinances, policies, agreements, and the regulatory processes to increase
  - 9 opportunities and reduce barriers to construct housing.
  - 10 6. Partner with public agencies to increase opportunities for public employees to buy and rent
  - 11 homes where they work.
  - 12 7. Expand resources and invest in housing designed for our aging and disabled residents.
  - 13 8. Preserve existing housing stock from disrepair and avoid displacement.
  - 14 9. Increase representation of people with lived experience on housing related matters.

15  
16 Slide #19

Strategic Priorities

**Multi-Modal Transportation:** Collaborate with our regional partners to expand, integrate/connect, and provide accessible public transportation options so that residents can move about the County safely.



17 After discussion, the Board changed the description of Multi-Modal Transportation to:

18 "Collaborate with our regional partners to expand, integrate/connect, and provide safe

19 and accessible transportation options."

20

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1 Slide #20

Objectives



- 1. Proactively engage the public through educational opportunities on all modes of transportation including transit, bike and pedestrian, vehicle, and all other modes.
- 2. Support road projects that address congestion and reduce commute time using the County's Complete Streets policy.
- 3. Expand transportation options to live, work, and play in Orange County using multi-modal transportation to better connect our community.
- 4. Invest in implementing the County's Safe Routes to Schools plan.
- 5. Update transportation related plans to provide more multi-modal options in rural Orange County.



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After discussion, the Board changed the Objectives to:

- 1. Identify priorities and resources necessary to implement the Orange County Transit Plan.
- 2. Increase community awareness of all modes of transportation including transit, bike and pedestrian, vehicles, and all other modes.
- 3. Support road projects that address congestion and reduce commute time using the County's Complete Streets policy.
- 4. Coordinate transit investments with municipal and county land use planning in order to reduce vehicle miles travelled and to provide more equitable access to shopping, employment, medical centers, college campuses, etc.
- 5. Invest in implementing the County's Safe Routes to Schools plan.
- 6. Update transportation related plans to provide more multi-modal options in rural Orange County.

*Commissioner Portie-Ascott left at 3:55 p.m.*

Slide #21

Strategic Priorities

**Public Education/ Learning Community:**

Enhance and maintain quality school operations and infrastructure and cultivate a learning community that values education and continuous development for all.



21

- 1 After discussion, the Board changed the description of Public Education/Learning  
 2 Community to:  
 3 "Enhance and maintain quality school operations and infrastructure and cultivate lifelong  
 4 learning."  
 5  
 6 Slide #22

## Objectives



1. Foster collaborative relationships with formal and informal educational organizations and agencies to provide opportunities for community members to meet, connect, and learn together.
2. Improve school readiness and educational outcomes by providing access, training, tools, technology, and other resources needed to thrive.
3. Improve learning environments by investing in facilities over a 10-year period that addresses repair, renovation, and educational adequacy needs.



22

- 7  
 8 After discussion, the Board changed the Objectives to:  
 9 1. Foster collaborative relationships with formal and informal educational organizations and  
 10 agencies to provide opportunities for community members to meet, connect, and learn  
 11 together.  
 12 2. Improve school readiness and educational outcomes by providing access, training, tools,  
 13 technology, and other resources needed to thrive. Provide support for workforce  
 14 development by providing access,  
 15 3. Provide support for workforce development by providing access, training, tools, technology,  
 16 and other resources. (Charline will work on wording)  
 17 4. Improve learning environments by investing in facilities over a 10-year period that addresses  
 18 repair, renovation, and educational adequacy needs.  
 19 5. Invest in and implement a plan that supports schools operational and facility funding needs.  
 20 6. Implement the recommendations of the Schools Safety Task Force.  
 21 7. Invest in and expand equitable behavioral health services for children and adolescents.  
 22 8. Invest in and expand equitable behavioral health services for teachers and staff.  
 23  
 24  
 25

## 1 Slide #23

## Strategic Priorities

**Diverse and Vibrant Economy:** Foster an environment that attracts sustainable and diverse businesses and visitors, employment opportunities, and diversifies our tax base.



23

2 After discussion, the Board tasked Charline Kirongozi with working on wording for the  
3 description of this Strategic Priority.  
4

## 5 Slide #24

## Objectives



1. Provide family-oriented and inclusive programming or other and cultural events for residents and visitors.
2. Review and revise County policies and regulations that might hinder businesses from investing in Orange County.
3. Streamline and digitize business processes to facilitate efficient interactions between employers and County departments.
4. Provide resources to small, creative, and food system businesses that add character and quality of life to our community to attract employers, employees, and visitors.
5. Increase public education and awareness of resources and assistance available to taxpayers and residents.
6. Enhance the recruitment process to broaden application pools for County positions so the workforce becomes more diverse.
7. Provide workforce and business development resources to enhance the skills of our workforce.
8. Increase the diversity of residents who live and work in Orange County.



24

7 After discussion, the Board changed the Objectives to:  
8

- 9 1. Provide family-oriented and inclusive programming or other cultural events for residents and  
10 visitors.

- 1 2. Review and revise County policies and regulations to support business investment in
- 2 Orange County.
- 3 3. Streamline and digitize business processes to facilitate efficient interactions between
- 4 employers and County departments.
- 5 4. Provide resources to small, creative, and agro-businesses that add character and quality of
- 6 life to our community to attract employers, employees, and visitors.
- 7 5. Increase access to and awareness of resources and assistance available to businesses and
- 8 residents.
- 9 6. Enhance the recruitment process to broaden applicant pools for County positions so the
- 10 workforce becomes more diverse.
- 11 7. Provide workforce and business development resources to enhance the skills of our
- 12 workforce.

13 Commissioner Hamilton said she would like time to think more about how to make the

14 equity framework come across in these objectives.

15 Charline Kirongozi reminded the Board of their Guiding Principles and the purpose of

16 them to the broader plan. She also recommended looking at all aspects of the plan through an

17 equity lens.

18

19 Slide #25

Discussion

**What is your feedback on the Strategic Plan?**

- Mission Statement
- Vision Statement
- Guiding Principles
- Strategic Priorities
- Objectives



20

21

22

1 Slide #26

**Next Steps**



Solicit public feedback on draft plan



Final adoption in January 2024.



In alignment with the County's budgeting process, BerryDunn will develop tools to assist with performance monitoring, reporting, and implementation.



2 Commissioner Greene said the MAP should be mentioned in the strategic plan.

3 Commissioner Richards asked what the plan is for getting public feedback.

4 Charline Kirongozi navigated to the following webpage and shared some data on public  
5 engagement so far: <https://berrydunn.mysocialpinpoint.com/orangecounty>

6 Travis Myren clarified that public engagement to date was done to inform what to put in  
7 the plan, but the public has not yet had a chance to comment on what the draft plan is.

8 Commissioner Fowler asked for copies of the survey to be placed at frequented locations  
9 across the county.

10 Charline Kirongozi said she will have the draft turned around to the Board quickly.

11 Travis Myren said the Board can look at a final draft at the January retreat and final  
12 adoption of the Strategic Plan can happen in February if the Board wants more time for public  
13 engagement.

14

15

16 **Adjournment**

17 The Board adjourned the meeting at 4:53 p.m.

18

19 **VOTE: UNANIMOUS**

20

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Recorded by Tara May, Deputy Clerk to the Board

Submitted for approval by Laura Jensen, Clerk to the Board.

Jamezetta Bedford, Chair

1 DRAFT

2 **MINUTES**  
3 **ORANGE COUNTY**  
4 **BOARD OF COMMISSIONERS**  
5 **BUSINESS MEETING**  
6 **November 14, 2023**  
7 **7:00 p.m.**

8 The Orange County Board of Commissioners met for a Business Meeting on Tuesday,  
9 November 14, 2023, at 7:00 p.m. at the Southern Human Services Center in Chapel Hill, NC.

10  
11 **COUNTY COMMISSIONERS PRESENT:** Chair Jamezetta Bedford, Vice-Chair McKee and  
12 Commissioners Amy Fowler, Sally Greene, Jean Hamilton, Phyllis Portie-Ascott, and Anna  
13 Richards

14 **COUNTY COMMISSIONERS ABSENT:** None.

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 Laura Jensen. (All other staff members will be identified  
18 appropriately below)

19  
20 Chair Bedford called the meeting to order at 7:00 p.m. All commissioners were present.

21  
22 **1. Additions or Changes to the Agenda**

23  
24 Chair Bedford dispensed with reading the public charge.

25  
26 **2. Public Comments (Limited to One Hour)**

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

28 Joshua Setzer thanked the commissioners who have visited the site on Orange Grove  
29 Road where there is a proposal to build a new solid waste and recycling center. He said that  
30 the remaining unanswered question for the community is where the process goes from here. He  
31 said he has heard that other sites are being considered, but there was no official communication  
32 about that. He said he has heard contracts are being signed. He asked if it is still moving  
33 forward. He said as a community they feel like they are living in limbo. He said that people  
34 need to list their homes for sale but are apprehensive due to uncertainty. He said that realtors  
35 report that buyers are apprehensive about looking for properties due to the signs on roadsides  
36 and hearing the community concerns. He said people ask when there is another meeting  
37 coming up. He said they would like more information on whether this is moving forward or not  
38 and on the process. He said this is hanging over his community.

39 Scot Shepard thanked the commissioners who have taken the time to visit the  
40 neighborhood potentially impacted by the proposed solid waste convenience center. He said he  
41 has lived for 20 years within 1,000 feet of the proposed site and would be impacted by it. He  
42 said he received a letter about the proposal and attended a meeting at the Legion regarding it.  
43 He said they asked several questions that have not all been addressed. He said they all need  
44 to be considered. He said the center would increase the traffic on Orange Grove Road, which  
45 also includes two curves, and the entrance to the facility would be on a curve. He said that the  
46 speed limit in this area is 55 miles per hour and is close to a junction with Highway 54. He said  
47 his understanding is that there are not traffic plans for the proposal, which seems like a gap to  
48 him. He said that it was his understanding that the site was the only one considered. He said  
49 he' heard that there may be other sites under consideration, which would be a good  
50 development. He said he has heard that the center would be open 3.5-7 days per week. He  
51 said there could potentially be 100,000 visits a year, in a densely populated area. He had

1 concerns about potential sources of pollution. He wondered if all of those things had been  
2 considered in one picture. He said it does not seem like a good location and hopes that there  
3 are more under consideration. He said he would like to know the current status, because there  
4 is a concern that this might reach a conclusion soon and they might not be aware of it.

5 Keith Houck said he is a retired research biologist and that he lives in the Collins Creek  
6 neighborhood which would be impacted by the proposed solid waste center. He said that he  
7 believes the current proposed site is unsuitable for a number of reasons. He said there was a  
8 claim that OWASA would benefit from development of the site and that trees would be removed  
9 from the site, allowing for increased biosolids application. He said there are already existing  
10 biosolids application sites in the vicinity. He said drainage from those fields goes into a stream  
11 that runs under Highway 54 into a retention pond. He said the retention pond is bright green all  
12 year from the biosolids and that there is already an unhealthy ecosystem. He said that closure  
13 of the Ferguson and Bradshaw Quarry sites would remove those sites from University Lake and  
14 Cane Creek watersheds. He said that the new site is in the Haw River watershed. He said it  
15 would be affected by increased nitrogen burden from additional biosolids spray and potential  
16 contaminants from the waste handling facility. He said the Haw River is a treasure in our area  
17 but is also notorious for the contaminants in it. He said the Haw River Assembly has done a lot  
18 of work over many years to try to restore the Haw. He said the Haw River Assembly describes  
19 the issue with the Haw as "death by a thousand cuts." He said there are lots of small sources of  
20 pollution in the area, and that the waste facility would be another one of those thousand cuts.  
21 He thanked the commissioners for taking the time to visit the site.

#### 22 b. Matters on the Printed Agenda

23 (These matters will be considered when the Board addresses that item on the agenda below.)  
24  
25

### 26 **3. Announcements, Petitions and Comments by Board Members**

27 Bonnie Hammersley introduced Robert Reynolds, the new Chief Information Officer for  
28 Orange County.

29 Robert Reynolds greeted the Board and said he was grateful for the opportunity to  
30 serve.

31 Commissioner Hamilton said she attended the Direct Care Worker Awards in the  
32 previous year and gave remarks. She said she will attend the Capital Needs Work Group the  
33 following day to hear proposals for public school renovations. She said she will also attend the  
34 executive board meeting for the Central Pines Regional Council. She wished everyone a happy  
35 Thanksgiving.

36 Commissioner Portie-Ascott said she attended the NC Congressional District 4 Veterans  
37 Briefing, which focused on educating veterans about their benefits. She said it was hosted by  
38 US Representative Valerie Foushee's office. She said she was surprised to learn that only  
39 about 25% of veterans apply for benefits. She said she attended the Community Home Trust  
40 neighborhood tour, along with nine people who were hoping to purchase homes through the  
41 program. She said the median home price with Community Home Trust is \$114,000, but the  
42 median sales price in the community is \$550,000.

43 Commissioner Fowler attended the Veterans Day Breakfast at the Passmore Center,  
44 representing the Board of Commissioners. She also attended the event at the Veterans  
45 Memorial. She expressed her appreciation for all veterans and wished everyone a happy  
46 Thanksgiving.

47 Chair Bedford said the Orange County Public Health Department won two awards at the  
48 2023 North Carolina Public Health Association annual conference for their work at the Gateway  
49 Village Collaborative. She congratulated the Health Department for their work and described  
50 the work and goals for the Gateway Village Collaborative. She said she attended one of the  
51 veterans programs the previous week. She said she attended the Voluntary Agricultural District

1 breakfast that morning. She said the farmers will be active participants in the comprehensive  
2 land use planning process.

3 Vice-Chair McKee said that the following evening there will be a broadband meeting at  
4 the Cedar Grove Community Center. He encouraged anyone who has questions to attend the  
5 meeting, which begins at 6:30 p.m.

6 Commissioner Richards said she spent a day at Carrboro Elementary School for Elected  
7 Officials Day. She said it was great to get an up-close view of one of the elementary schools.  
8 She commended the Public Health Department for the Gateway Village Collaborative and was  
9 happy that they were recognized for their innovative program. She said she participated in the  
10 Chamber's Black Business Alliance which is promoting development of and support for more  
11 minority businesses. She said she attended the Veterans Day Breakfast and the event at the  
12 Veterans Memorial. She wished everyone a happy Thanksgiving.

13 Commissioner Greene wished everyone a happy Thanksgiving. She congratulated the  
14 Public Health Department for receiving recognition for the Gateway Village Collaborative. She  
15 expressed appreciation for veterans. She said she and Vice-Chair McKee toured the proposed  
16 solid waste convenience center site at Orange Grove Road. She said she will attend a Go  
17 Triangle meeting the following day.

#### 18 19 **4. Proclamations/ Resolutions/ Special Presentations**

##### 20 21 **a. "The Nature of Orange" Photography Contest 2023**

22 The Board recognized the winners and thanked all participants along with judges of "The Nature  
23 of Orange" 2023 Photography Contest.

24  
25 **BACKGROUND:** The Orange County Commission for the Environment and Orange County  
26 Parks and Recreation Council annually co-sponsor "The Nature of Orange" Photography  
27 Contest, recently completed in April 2023. This year, the theme was *Farms, Parks and Trails in*  
28 *Orange County*. The goal of the contest was to inspire exploration, celebration and appreciation  
29 of Orange County's diverse landscapes and outdoor experiences. Photographers help  
30 document the beauty and diversity of the natural resources, and people connecting to their  
31 environment.

32 A total of 79 photographs were submitted throughout the contest. A panel of judges selected  
33 first, second and third place winners from the Youth and Adult divisions. In addition, judges  
34 identified one Honorable Mention award per age category. This year's judges were  
35 photographers Christian Fiore and Jerry Fraser.

36  
37 Winners received a congratulatory certificate and a small monetary prize. Typically, the  
38 photographs are displayed throughout Orange County in locations such as at the Orange  
39 County Public Library. In addition, winning photographs are shared on the Orange County  
40 DEAPR Facebook Page and will be "streaming" around County government on visual monitors  
41 in office buildings throughout the County.

42  
43 The 2023 contest winners are as follows:

44  
45 Youth: 1<sup>st</sup> Place – **Elaina Milano**; 2<sup>nd</sup> Place – **Sihwon Moon**; 3<sup>rd</sup> Place – **Kylee Harvey**;  
46 Honorable Mention: **Kylee Harvey**  
47 Adult: 1<sup>st</sup> Place – **Kelly Mieszkalski**; 2<sup>nd</sup> Place – **Nathalie Volkheimer**; 3<sup>rd</sup> Place –  
48 **Diane Cashion**; Honorable Mention: **Joseph Brennan**

49  
50 Kalani Allen, Communications Manager for DEAPR, made the following presentation.

1 Slide #1

Department of Environment,  
Agriculture, Parks & Recreation

The  
*Nature*  
of  
*Orange*  
Photography Contest

ORANGE COUNTY  
NORTH CAROLINA

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Slide #2

**Annual Photography Contest, 2022**

The purpose of the contest is to document the beauty and diversity of our natural resources or show residents and visitors enjoying our parks and environment. The theme was Farms, Parks and Trails in Orange County.

- ✓ **Number of Entries**  
79 Total entries (57 Adult submissions and 22 Youth submissions)  
Increase of about 38.5% participation from last years' contest
- ✓ **Score Criteria**
  - Relevancy
  - Composition/Arrangement
  - Focus/Sharpness
  - Lighting and Creativity

ORANGE COUNTY  
NORTH CAROLINA

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Slide #3

**Adult Winners**

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1 Slide #4

### 1st Place Adult Winner

Kelly Mieszkalski

Graceful Great Blue

I came across this Great Blue Heron while it was fishing the first pond off the Dairy Pond Trail. After 5 minutes in one spot with no luck, it decided to relocate to another section of the pond and I was lucky enough to capture the brief flight. - Kelly Mieszkalski



Brumley North/George and Julia Brumley Family Nature Preserve



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Slide #5

### 2nd Place Adult Winner

Gold Park isn't only a beautiful space to play and relax in; it provides a space for us all to get together in. Across cultures and languages. - Dr. Nathalie Volkheimer

Gold Park, Hillsborough NC

Dr. Nathalie Volkheimer

Untitled



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Slide #6



Diane Cashion

"Canopy 2"

Strolling through Mason Farm Reserve

### 3rd Place Adult Winner

Mason Farm Biological Reserve, Chapel Hill NC



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1 Slide #7

Joseph Brennan  
 Evening Walk

Honorable Mention  
 Adult Winner



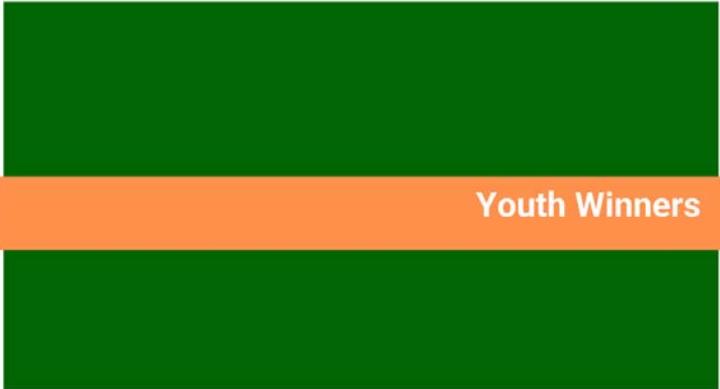
A couple enjoying an intimate summer evening stroll through a quaint, weather-worn covered bridge.

River Walk, Hillsborough NC



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Slide #8



Youth Winners



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Slide #9



1st Place Youth Winner

Elaina Milano

After the Rain

It had rained a few weeks back and my mother, and I were walking the trails and saw this little green fellow in the grass. I liked the way he blended in.

Gold Park, Hillsborough NC



8

1 Slide #10

### 2nd Place Youth Winner

I was walking on the storywalk in the Chapel Hill library. Then I saw two beautiful flowers in the same place.

Sihwon Moon

Best Friends

Chapel Hill Library Storybook Trail, Chapel Hill NC



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Slide #11



A young girl lounges on a blanket in front of the Ayr Mount house.

Kylee Harvey

Lounging

### 3rd Place Youth Winner

Ayr Mount, Hillsborough NC



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Slide #12

### Honorable Mention Youth Winner

Kylee Harvey

Ayr Mount

A high angle photo of the historical Ayr Mount building.

Ayr Mount, Hillsborough NC



8

1 Slide #13



### Where to See Photos

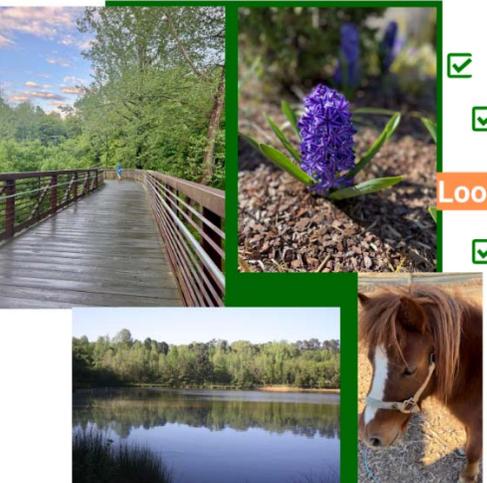
Photos are used for County documents, reports and plans.

- ✓ Climate Action Plan  
Annual Comprehensive Financial Report  
Parks and Recreation Master Plan 2030
- ✓ Orange County Public Library  
Orange County Visitors Bureau  
Local Orange County Businesses



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Slide #14



- ✓ Increase the number of youth submissions
- ✓ Collaborate with other Orange County departments to display photos in lobbies, breakrooms and other areas.

### Looking Ahead – Future Goals

- ✓ 2023-2024 Year Theme Reveal



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Abby Mattingly, Administrative Support Specialist for DEAPR, said that the theme for the next year will be “Flora and Pollinators.”

Slide #15



## THANK YOU

- ✓ **Judges:** Christian Fiore and Jerry Fraser
- ✓ **Sponsors:**  
Orange County DEAPR  
Orange County Parks and Recreation Council  
Orange County Commission for the Environment
- ✓ **Contest participants**



10

1 The winners in attendance took a picture with the Board of County Commissioners and  
 2 received congratulations from the commissioners.

3  
 4 **5. Public Hearings**

5 None.

6  
 7 **6. Regular Agenda**

8 **a. Approval of a Professional Services Contract with Gensler to Provide Community**  
 9 **Engagement Services for a Greene Tract Master Plan**

10 The Board received a historical perspective on engagement activities related to the  
 11 development of the Greene Tract and discussed and considered approving a new community  
 12 engagement proposal to inform the site design process.

13  
 14 **BACKGROUND:** The Greene Tract is located east of the Rogers Road community within the  
 15 Town of Chapel Hill's extra-territorial jurisdiction (ETJ). Of the 164-acre parcel, 104 acres is  
 16 jointly owned by Orange County/Chapel Hill/Carrboro and 60 acres is owned by Orange County  
 17 (Headwaters Preserve). Over the last 20+ years, the three jurisdictions have invested significant  
 18 resources to identify and support the goals for the Greene Tract as a resource for the Rogers  
 19 Road community and the residents of the two towns and Orange County, all of which can be  
 20 found on the County's dedicated [Greene Tract project page](#) and [dynamic StoryMap](#), but  
 21 featuring the following:

- 22  
 23 - In 2006, the Town of Chapel Hill initiated and led a Rogers Road Small Area Plan Task  
 24 Force with the Greene Tract partners, resulting in a final report in March 2009;
- 25 - In 2012, the Historic Rogers Road Neighborhood Task Force led its own small area  
 26 planning efforts, resulting in a final report in September 2013;
- 27 - In July 2015, the Jackson Center co-led the Mapping Our Community's Future Report  
 28 with the Historic Rogers Road Community, which was completed in May 2016;
- 29 - In June 2016, Orange County purchased 60 acres for preservation from the Solid Waste  
 30 Enterprise Fund ("Headwaters Preserve");
- 31 - At the 2016 Assembly of Governments (AOG) Meeting, a suggestion was raised to ask  
 32 the elected officials of the three jurisdictions to participate in discussions on the Greene  
 33 Tract;
- 34 - In 2017, staff examined a potential reconfiguration of the jointly-owned tract and the  
 35 County-owned tract for the purposes of environmental preservation, potential affordable  
 36 housing development, and a possible school site;
- 37 - Between 2018 and 2019, the three jurisdictions considered multiple iterations of a joint  
 38 resolution for the development of the Greene Tract and accompanying Conceptual Plan;
- 39 - Between 2019 and 2020, the three jurisdictions discussed and approved the Greene  
 40 Tract Resolution for a Path Forward and Interlocal Agreement, identifying land use  
 41 acreages for the Greene Tract, initiating staff to seek professional services to conduct an  
 42 environmental assessment, and initiating the drafting of an Interlocal Agreement

1 between the three jurisdictions to provide a decision-making process for the three  
 2 jurisdictions moving forward;

- 3 - In April 2020, Orange County contracted with SynTerra to complete the Greene Tract  
 4 Environmental Assessment, to be delivered in July 2020;
- 5 - In 2021, the Interlocal Agreement (ILA) between Orange County and the Towns of  
 6 Carrboro and Chapel Hill Regarding the Current and Future Use of the Jointly Owned  
 7 Greene Tract was executed by all three parties. Among other commitments, it directed  
 8 staff from all three jurisdictions to work in good faith to “develop a work plan that  
 9 includes, among other things, a decision point timeline regarding development” of the  
 10 Greene Tract; and
- 11 - In November 2021, the three local governments adopted a resolution approving a  
 12 conceptual plan, which identified land uses and acreages to be used as schematic for  
 13 future planning purposes, including the development of a Master Plan. The 45 acres with  
 14 frontage on Purefoy Drive and Lizzie Lane were identified for “Development” and the 16  
 15 acres with frontage on Merin Road were identified as “Public School and Recreational  
 16 Site”.

17  
 18 In January 2023, a staff work group operating at the direction of the ILA identified the need to  
 19 separate the master planning needs for the Greene Tract into professional design services and  
 20 community engagement services, allowing trained professionals to focus on the respective  
 21 deliverables and allowing the planning staffs to coordinate their efforts. This would allow the  
 22 community engagement efforts to focus on a shared vision and mission for the design  
 23 professionals to utilize in the delivery of a master plan that recommends development footprints,  
 24 designs, and intensities for this acreage, as directed by the 2021 Greene Tract ILA. The staff is  
 25 currently reviewing Statements of Qualifications for the design services, and anticipate an award  
 26 of contract forthcoming.

27  
 28 **Request For Proposals (RFP) Process of Evaluation**

29 In June 2023, Orange County issued a Request for Proposals (RFP) to identify a qualified  
 30 consultant to provide Community Engagement Services for the Greene Tract Master Plan on  
 31 behalf of Orange County and the two Towns.

32  
 33 Four qualified proposals were received and evaluated by the proposal review committee  
 34 composed of Orange County, Town of Chapel Hill, and Town of Carrboro Planning staff. The  
 35 committee evaluation was based on the following criteria:  
 36

Criteria	Maximum Point Value
1. Consultant experience as it relates to the scope of services of the RFP and project deliverables	15
2. Technical approach to the project, proposed tasks, and timeline to complete work	20

3. Project Organization	15
4. Consultant's capability and capacity to perform project	10
5. Community Engagement Strategy	20
6. Total cost of proposed services	20
<b>Total</b>	<b>100</b>

1  
2 Based on the proposal evaluation process, the review committee unanimously recommends  
3 Gensler for contract award. Gensler is an internationally-recognized land planning and  
4 community engagement consulting firm with a Raleigh office dedicated to the North Carolina  
5 Piedmont that supports 45 staff. Gensler features the Gensler Research Institute, which  
6 explores equitable design solutions to create diverse spaces for clients and communities.  
7 Gensler is being supported by VHB on this project, utilizing VHB's prior experiences in working  
8 with both Towns and the County on varied planning projects, most recently a Traffic Impact  
9 Analysis for St. Paul's Village located at the intersection of Rogers Road and Purefoy Drive.

#### 10 11 **Summary of Project Scope and Approach**

12 The Gensler and VHB proposal is intended to assist Orange County, the Town of Carrboro, and  
13 the Town of Chapel Hill with community engagement services to coordinate and manage the  
14 community engagement strategy for the development of the Greene Tract Master Plan.  
15 Community engagement efforts will be a central component to the master planning process and  
16 will encompass innovative and inclusive community engagement initiatives, focusing on the  
17 underserved Rogers Road and Eubanks Neighborhood community.

18  
19 All services on behalf of the Greene Tract must be consistent with the "mutual promises and  
20 obligations" for "Public Participation and Decision-Making" established by the 2021 Greene  
21 Tract ILA, including commitments to Public Engagement, Affordable and Mixed Income Housing  
22 and other uses, a School Site with Public Recreation, Connectivity, and a Development  
23 Agreement. These commitments are reflective of the direction staff received previously from  
24 governing boards, housing partners, and the community, and were established in the 2020  
25 Resolution as land use needs and goals to promote mixed-income housing opportunities;  
26 preserve environmental features; protect historical and cultural resources; promote cost-  
27 effective infrastructure; incorporate school and recreation sites; and earmark development areas  
28 for mixed income housing and mixed use potential.

29  
30 The project features a 10-month timeline, with 8 months dedicated to direct public engagement.  
31 Over this timeline, Gensler and VHB will use a four-phased approach to provide these services  
32 to the Greene Tract partners:

- 33
- 34 ○ Phase A: Planning & Strategy, featuring an Engagement Strategy and  
35 Communications Roadmap, and a Planning Report that includes Site Visit  
36 findings, a Community Asset Map, and initial interview findings;
- 37 ○ Phase B: Engagement Implementation, featuring Design Workshop One: *Vision*  
38 *Launch and Alignment*;
- 39 ○ Phase C: Synthesis & Initial Design Recommendations, featuring an Insights  
40 Summary and Design Workshop Two: *Community Co-Creation*, that will result in  
41 design recommendations for the master plan; and

- 1           o Phase D: Design Alignment & Ongoing Outreach (in coordination with the design  
2           services consultant) featuring an open house and a Final Recommendations  
3           Report and Master Plan Report  
4

5 The consultant previously provided a scope of work that featured a more robust direct  
6 community engagement program with many elements that repeated past efforts on behalf of  
7 development of the Greene Tract, especially the *Mapping Our Community's Future* report.  
8 Reflecting direction from the Board of Commissioners at its October 10, 2023 work session,  
9 staff directed Gensler to omit several of the direct engagement services in the provided scope of  
10 work, consequently lowering the cost of service. The revised scope of work will deliver:

- 11  
12           1) 10 monthly staff meetings;  
13           2) 3 community design workshops, including the final open house to present the master  
14           plan;  
15           3) 3 progress presentations to meetings of the governing boards of the property owners;  
16           and  
17           4) 10 monthly newsletters  
18

19 Gensler did request modifications to the standard allocation of risks within the contract.  
20 Planning & Inspections Director Cy Stober negotiated terms deemed acceptable but unburdens  
21 Gensler from certain delays, lowering its standard of care, and making payments compulsory  
22 even if work is not achieved to the County's satisfaction.  
23

#### 24 2021 Greene Tract ILA Community Engagement Commitments

25 The 2021 Greene Tract ILA includes a section on Public Participation that makes the following  
26 commitments:  
27

- 28           • The public engagement contemplated in this Agreement shall occur jointly. The Parties  
29           shall not engage in individual staff or individual governing board public engagement.
- 30           • The Parties' staffs shall consult with affordable housing stakeholders to seek input  
31           regarding preferred sites, special needs, connectivity, and any other information relevant  
32           to the ultimate selection of the site(s) for affordable and mixed income housing.
- 33           • The Parties' staffs shall consult with school administration to seek input regarding  
34           preferred sites, special needs, and any other information regarding the ultimate selection  
35           and/or size of the site.  
36

37 Project Steering: The Gensler proposal includes a project steering committee but does not  
38 prescribe the composition of the Steering Committee. The project steering committee will be  
39 composed as directed by the 2021 ILA, featuring planning staffs from all three jurisdictions,  
40 representatives of the Affordable Housing community, a representative from Chapel Hill-  
41 Carrboro City Schools, and representation from the Rogers Road-Eubanks Neighborhood  
42 Association. The role of the committee would be:

- 43           • to review draft work products and provide feedback;
- 44           • provide guidance to the consultant team on the community engagement strategy; and
- 45           • serve as a liaison between this consultant and the consultant selected for the Master  
46           Plan Design services.  
47

48 Both Gensler/VHB and the design services firm are obligated to work cooperatively on this  
49 project. The Committee will meet with the consultant monthly through the planning process.  
50

1 Project Presentation: The consultant will be required to make in-person progress presentations  
2 at up to three (3) meetings of the governing boards of the property owners of the Greene Tract  
3 (Orange County, the Town of Chapel Hill, and the Town of Carrboro) for direction and feedback.  
4 Other community stakeholders represented in both the 2021 Greene Tract ILA and on the  
5 Steering Committee may be invited to participate and comment at such meetings, at the  
6 discretion of the property owners.

7  
8 Based on the cost of the initial proposal, staff asked the consultant to develop a refined option  
9 that will provide for service on a shorter timeline and at a lower cost, with a cumulative cost  
10 savings of \$125,200.

11  
12 Cy Stober, Planning Director, made the following presentation:

13  
14 Slide #1



15  
16  
17 Slide #2



1 Slide #3

2023 Community Engagement Proposal

- Gensler Consultants proposal recommended by multijurisdictional staff team
  - Supported by VHB with experience working with Orange County jurisdictions on other planning efforts
    - Conducted Traffic Impact Analysis for St. Paul's Village, located in the same general area
- Negotiations underway with separate design consultant

  
 ORANGE COUNTY  
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3 Cy Stober said that staff unanimously recommends Gensler Consultants for the work.

4  
5 Slide #4

Project Proposal Elements

- Project Management and Coordination
  - Coordinate with staff steering committee (monthly updates)
    - Steering committee shall be reflective of IIA direction on Greene Tract decision-making
  - Create detailed work plan and schedule
  - Review existing plans, studies, assessments, and agenda items
  - Conduct site visit
  - Coordinate with Design consultant

  
 ORANGE COUNTY  
 NORTH CAROLINA

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7 Cy Stober said that the most important piece of this is the monthly updates with all  
8 partners to make sure they are on track with expectation.

9  
10

## 1 Slide #5

## Project Proposal Elements

- Community Engagement Strategy & Outreach
  - Review existing plans, studies, assessments, and agenda items
  - Provide monthly e-newsletters for public updates on project progress
  - Close coordination with Project Steering Committee
    - **Reflective of 2021 ILA**
    - Three Owners
    - Rogers Eubanks Neighborhood Association
    - Affordable Housing partners
    - Chapel Hill-Carrboro City Schools representative
    - Transportation/Transit representative (possible)

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Cy Stober said that there were key components of the 2021 Interlocal Agreement that will be reflected. He said that they will make sure the public is being heard. He said they are in active discussions with the Town of Chapel Hill on how to best represent their transit needs.

## 7 Slide #6

## Approved Agreements

### Interlocal Agreement on the Current and Future Use of the Jointly Owned Greene Tract on Community Engagement (2021)

- The public engagement contemplated in this Agreement **shall occur jointly**.
- The Parties' staffs shall **consult with affordable housing stakeholders** to seek input regarding preferred sites, special needs, connectivity, and any other information relevant to the ultimate selection of the site(s) for affordable and mixed income housing.
- The Parties' staffs shall **consult with school administration** to seek input regarding preferred sites, special needs, and any other information regarding the ultimate selection and/or size of the site.

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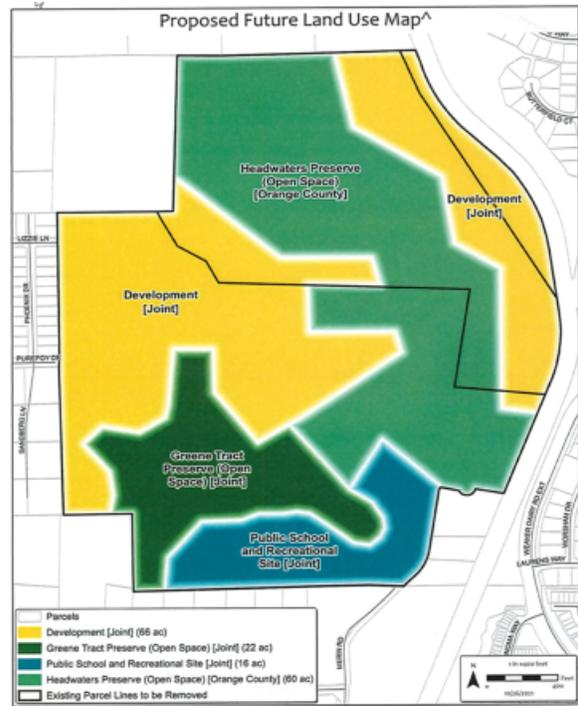


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1 Slide #7

## Background

- November 2021
  - Resolution Approving a Conceptual Plan
    - 66 acres of joint development
    - 22 acres of joint Greene Tract Preserve
    - 16 acres for School use
    - 60 acres of County owned Headwaters Preserve
- April 2023
  - Recombination Plat realigned properties and placed “Headwaters Preserve” solely in County ownership



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Cy Stober said that the county is the sole owner of the area shown in light green. He said that the area to the west, in yellow, will be the primary focus of the efforts and will also include the area in blue. He said the yellow to the east will not be part of the scope of work for this project.

8 Slide #8

## Project Proposal Elements

- Master Plan Process
  - Data gathering and review
    - Materials relevant to the community, including traffic data, environmental and cultural features, and existing trails
  - Up to 8 Interviews/Small Group Meetings
    - Specialized staff & Planning partners, including those not on the steering committee
    - Elected officials & Civic leaders
    - Community members
    - Affordable housing providers
  - Planning Report that synthesizes data from
    - Site Visit
    - Asset Map
    - Initial Interviews
    - Data Gathering



1 Slide #9

## Approved Agreements

### Greene Tract Resolution for a Path Forward (2020)

- Obligated parties to Environmental Assessment (completed in 2020)
- Obligated parties to an Interlocal Agreement for decision making (completed in 2021)
- Identified land use acreages for affordable housing, school site, and joint preserve

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Slide #10

## Project Proposal Elements

- Master Plan Process
  - Design Workshop One – Vision Launch
    - Public stakeholders – 2-3 hours for up to 75 participants
    - Inform and educate the public on project and status
    - Hold interactive exercises to explore key areas of opportunity and challenge
    - Identify shared interests
  - Produce Design Criteria & Evaluation Measures
    - Will reflect foundation established by Mapping Our Community's Future (2015)

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Cy Stober said that the design workshop will be the table setting meeting for and launch.

1 Slide #11

## Background

### Recommendations

-  Retain families who have lived here for decades/generations
-  Connect us with each other and the larger community
-  Preserve socioeconomic and cultural diversity for the future
-  Respect the physical/natural character of the neighborhood

### Development Do's and Don'ts

Development Do's	Development Don'ts
Community commercial. Limit to 3-4 shops. Ex. Barbershops, Beauty supplies, family owned business.	Development catered to one demographic
Affordable Homes: Workforce, teachers, early career, and seniors. Affordability defined as who can access housing.	Large-scale commercial. Big businesses (Supercenters) a consistent fear. Ex. Timberlyne borders on being too large for this community; Walmart/Target are way too large.
Daycares, parks, and community center expansion: spaces for neighborhood children	Development that provides destination retail or attracts large amounts of people from outside of the community (would add too much traffic).
Diversity of housing: not one housing type. Variety in design. Connects to the variety of housing that exists within the neighborhood.	Gathering space with only one point of access
Single-family style for affordable housing	



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Slide #12

#### Generally considered to "fit"



This example was the most popular, partly because residents overwhelmingly support single-story senior housing. Residents liked the scale, individual units for seniors, small yards and stoops. Some thought it looked too much like public housing, though, and thought a true fit would be better designed.

#### Mixed responses



This photograph had a mixture of responses. Those who liked it mostly commented on the design and scale. Most who did not commented on the institutional look and inward facing courtyard that did not seem to fit in with Rogers Road rural feel.

#### Absolute "NO!"



Pictures like this one that were multi-story nursing or assisted living facilities were not considered a fit, mostly because of the scale, the institutional look, and the feeling that it didn't fit as well with the rural feel and independent living most seniors here want to see promoted in the community.

#### Generally considered to "fit"

The photograph of a co-housing development to the right received the most positive "feel" of the more than dozen photographs (just over 60%), mostly because of the scale and better integration of natural surroundings.



#### Mixed responses



Half of participants thought the example developments above could fit into the existing community. It seemed this was due more to the right scale of development rather than the actual design, as many commented on the desire for more unique units with more privacy.

#### Absolute "NO!"

Pictures like the ones below and to the right received unanimous "no," again, mostly because of the scale. The examples on the top were considered too suburban and the one on the bottom was considered too urban and institutional.



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Cy Stober said the information on slide #12 was obtained in 2015, so some of the priorities identified may no longer be considered a priority.

1 Slide #13

## Project Proposal Elements

- Master Plan Process
  - Synthesis & Initial Design
    - Insights Summary & Guiding Principles
      - Synthesis of workshop feedback, interview findings, and data acquisition
    - Design Workshop Two – Vision Alignment
      - Public stakeholders – up to 75 participants
      - Consulting **team** will provide initial focus areas, guiding principles, potential design priorities
      - Help consultant develop design criteria and evaluation measures to inform design approach
    - Insights Summary and Guiding Principles
      - Summary of engagement activities
      - Recommend guiding principles, design priorities

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4 Slide #14

## Project Proposal Elements

- Master Plan Process
  - Design Alignment & Ongoing Outreach
    - Final Open House
  - Final Recommendations Report & Master Plan Report

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1 Slide #15

## 10/10/23 BOCC Work Session

- Deputy Manager presented proposed scope of services to BOCC
  - Discussion focused on necessity of
    - Not repeating previous work
    - Complying with 2021 ILA
    - Respecting interests and needs of Rogers Road/Eubanks Road community
    - Expediency and cost-effectiveness
    - Accountability to three property owners

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Slide #16

## Prior Greene Tract Planning Activities

- 2006 – Rogers Road Small Area Plan – Town of Chapel Hill and Greene Tract partners
- 2012 – Rogers Road Small Area Plan – Rogers Road Task Force
- 2015 – Mapping Our Community’s Future – Rogers Road Community facilitated by Jackson Center
  - Focused on development in the Rogers Road Neighborhood
  - “...this effort would help guide future conversations about land use planning and development approvals, especially in the Greene Tract...”
  - Did not include affordable housing or school stakeholders
  - Nearly 10 years old and does not reflect recent developments in area, school capacity needs, and/or transportation concerns (e.g. Eubanks Road Park n Ride lot)

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1 Slide #17

## Scope Differences

- Scope 1 - \$360,000
  - Data gathering and review
  - Staff and planning partner alignment
  - Community Advisory Group
  - Compensation Strategy
  - Stakeholder Interviews and Meeting Attendance
  - Listening Sessions
  - Public Survey
  - Design Workshop One – Vision Launch
  - Community Walk and Talk
  - Community Event Participation
  - Design Workshop Two – Vision Alignment
  - Insights Summary and Guiding Principles
  - Design Workshop Three – Community Co-Creation
  - Oral Histories Temporary Installation
  - Design Workshop Four – Design Alignment
  - Final Open House
- Recommended Scope - \$244,800
  - Data gathering and review
  - Staff and planning partner alignment
  - ~~Community Advisory Group~~
  - ~~Compensation Strategy~~
  - Stakeholder Interviews and Meeting Attendance
  - ~~Listening Sessions~~
  - ~~Public Survey~~
  - Design Workshop One – Vision Launch
  - ~~Community Walk and Talk~~
  - ~~Community Event Participation~~
  - Design Workshop Two – Vision Alignment
  - Insights Summary and Guiding Principles
  - Design Workshop Three – Community Co-Creation
  - Oral Histories Temporary Installation
  - ~~Design Workshop Four – Design Alignment~~
  - Final Open House
  - 3 presentations to the owners

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Slide #18

## Recommended Scope & Cost

- Cost Allocation @ \$360,000
  - Orange County (43%) - \$154,800
  - Town of Chapel Hill (43%) - \$154,800
  - Town of Carrboro (14%) - \$50,400
- Cost Allocation @ \$244,800
  - Orange County (43%) - \$105,264
  - Town of Chapel Hill (43%) - \$105,264
  - Town of Carrboro (14%) - \$34,272

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1 Slide #19

## Recommended Scope & Cost

- **Cost Allocation @ \$360,000**
  - Orange County (43%) - \$154,800
  - Town of Chapel Hill (43%) - \$154,800
  - Town of Carrboro (14%) - \$50,400
  
- **Cost Allocation @ \$244,800**
  - **Orange County (43%) - \$105,264**
  - **Town of Chapel Hill (43%) - \$105,264**
  - **Town of Carrboro (14%) - \$34,272**
  
- **Recommended Scope - \$244,800**
  - Data gathering and review
  - Staff and planning partner alignment
  - Stakeholder Interviews and Meeting Attendance
  - Design Workshop One – Vision Launch
  - Design Workshop Two – Vision Alignment
  - Insights Summary and Guiding Principles
  - Design Workshop Three – Community Co-Creation
  - Oral Histories Temporary Installation
  - Final Open House
  - **3 presentations to the owners**
  - **10 monthly newsletters providing project updates**



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3 Cy Stober said the Oral Histories Temporary Installation item was removed from the  
4 scope.

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6 Slide #20

## Recommendation

1. Authorize the expenditure of up to \$244,800 for planning services to provide Community Engagement Services for the Greene Tract Master Plan; and
2. Approve and authorize the County Manager to execute and sign the contract to provide for the scope of services as detailed in Attachment 1.



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1 Slide #21



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3 Commissioner Fowler asked why the area in yellow on slide #7 was not included in the  
4 scope of work.

5 Cy Stober said that the decision was made by staff at the direction of the managers,  
6 mayors, and chairs committee. He said they wanted to focus on the areas that abut the Rogers  
7 Road community. He said there are permitting concerns with the railroad and that it is in writing  
8 that they cannot encroach. He said the design firm will call the NC Railroad and ask again as a  
9 private entity. He said they need to pursue connectivity in the eastern area. He said  
10 development is entirely focused on the western side of the property. He said any development  
11 that happens near the railroad would be for road access.

12 Commissioner Fowler asked for clarification on what the designers will bring forward.

13 Cy Stober said Gensler's job will be to take all the feedback and determine common  
14 themes and exceptional needs. He said they will look at what the needs are in the community  
15 and the desired density.

16 Commissioner Fowler thanked Cy Stober for reducing the scope of work and thus the  
17 cost of the contract.

18 Commissioner Portie-Ascott asked about the following information in the agenda  
19 abstract:

20 "Gensler did request modifications to the standard allocation of risks within the  
21 contract. Planning & Inspections Director Cy Stober negotiated terms deemed  
22 acceptable but unburdens Gensler from certain delays, lowering its standard of  
23 care, and making payments compulsory even if work is not achieved to the  
24 County's satisfaction."

25 Cy Stober said the methods that they are moving forward with may have methods  
26 different from staff's but the goals are the same. He said the deliverable is the plan. He said  
27 there was a need to make sure that the consultant is paid for their work.

28 Commissioner Richards said she thought they needed access in the northern area of the  
29 property.

30 Cy Stober said they will still look at placing roads in the eastern side of the property. He  
31 said that it has been made clear to staff that Purefoy Drive will not be the sole access. He said  
32 they will not pursue development of buildings in that area.

33 Commissioner Richards said the fee assumes 75 people participating. She asked what  
34 is the acceptable number of people participating. She said she wants to make sure as many  
35 people as possible participate.

1 Cy Stober said that is why it is critically important that RENA is participating in the  
2 steering committee. He said they need to ensure that there is significant turnout and that they  
3 are representing the community.

4 Commissioner Richards thanked Cy Stober for reducing the scope of contract.

5 Vice-Chair McKee asked if NC Railroad has changed their policy on unguarded  
6 crossings.

7 Cy Stober said no and that they are asking for a guarded crossing. He said that they are  
8 anticipating the same response from the railroad and that has been that they will look into the  
9 additional crossings if the county provides them with two crossings that can be removed.

10 Vice-Chair McKee asked where those eliminated crossings would be.

11 Cy Stober said he did not know.

12 Vice-Chair McKee said one they had eliminated was at a mobile home park. He said  
13 there is a real concern being at this point and not knowing how they will gain the secondary  
14 access point. He asked if the county owns all the way to the other property line on the other side  
15 of the road.

16 Cy Stober said yes but not to Eubanks Road.

17 Vice-Chair McKee asked if there are impediments to activating that entrance.

18 Cy Stober said that is what the design process will examine.

19 Vice-Chair McKee said that it seems it would be an NCDOT issue.

20 Cy Stober said that it could also be a Chapel Hill Transportation issue for municipal  
21 maintenance.

22 Vice-Chair McKee asked if the design process will clarify the internal road network and  
23 design.

24 Cy Stober said yes.

25 Vice-Chair McKee asked what happens if there are more than 75 participants and if  
26 anyone will get eliminated.

27 Cy Stober said that they will strategize with Gensler and if there are individuals or groups  
28 who disrupt the process, they will coordinate the process.

29 Vice-Chair McKee said he is talking about interaction and not disruption. He said he is  
30 concerned about the impact and the benefit for the Rogers Road Community and Purefoy Drive  
31 area.

32 Chair Bedford said that the intent is to make sure the consultants get paid for their work  
33 even if the owners cannot agree rather than paying the consultant for work that the county does  
34 not find quality in.

35 Vice-Chair McKee said that the statement is open-ended in the contract.

36 Commissioner Greene agreed that the statement is open-ended.

37 Chair Bedford thanked the Planning Department and Gensler for rewriting the scope of  
38 the contract to streamline the process.

39 Commissioner Hamilton said she did not understand the section in the contract about  
40 delays that could happen and lowering the standard of care. She asked what would happen if  
41 more people participated.

42 Cy Stober said that the 75-participant figure was a way to pin their engagement efforts.  
43 He said that their engagement efforts would be deeper and more direct. He said it also factored  
44 into what type of venue they might need. He said that if they had more than 75 participants they  
45 would be thrilled. He anticipated good turnout at these community engagement opportunities.

46 Commissioner Hamilton asked what "certain delays" and "lowered standard of care"  
47 meant.

48 Cy Stober said that the burden for determining standard of care shifts to him rather than  
49 the consultant and to make sure that there is a timely delivery.

50 Commissioner Hamilton asked if changing the scope, and changing from their ideal  
51 process, the standard of care might not happen.

1 Cy Stober said it places the burden on staff's shoulders. He said it means the standard  
2 of care relies on the county and not the consultant. He said this language was developed by the  
3 staff attorney and the consultant's attorney. He said that he will be the one to make sure that the  
4 standard of care is followed, and the project moves forward in a timely manner.

5 Commissioner Portie-Ascott asked if there are any vacancies in the Planning  
6 Department.

7 Cy Stober said they have two vacancies, one of which is in the division that would be  
8 responsible for the Greene Tract consultant contract. He said they are advertising for the  
9 position now. He said that there is also a vacancy in the zoning division.

10 Commissioner Richards clarified that that Gensler said there was a level of interactions  
11 needed to get the information that they feel would support the contract and then the Board said  
12 it was too much and asked to lower the interactions. She asked if from Gensler's standpoint,  
13 their standard would no longer be achieved but that the county is still holding staff responsible.

14 Cy Stober said that the contract negotiations were separate from the requested changes  
15 to the scope of work.

16 Bonnie Hammersley said that an analogous example would be the differences between  
17 the county's master plan and the school's capital needs plan. She said the county's plan costs  
18 less because of staff doing most of the work. She said that this contract is administered jointly,  
19 and it does not just fall on county planning staff. She said that the county holds the contract, but  
20 they are not paying for the whole contract. She said she and the town managers would be  
21 overseeing the contract to make sure one entity isn't carrying the load.

22 Commissioner Richards said that she appreciates that the county's feedback being  
23 reflected. She said she also appreciated that the assumptions were recounted as part of the  
24 presentation. She asked if those assumptions such as current development and interlocal  
25 agreements will be baked into the plan.

26 Cy Stober introduced Mr. Jordan of Gensler to respond to Commissioner Richards'  
27 questions.

28 Mr. Jordan said they are going into this with their eyes wide open and ensure that they  
29 use the path forward that has been decided already and what are the outcomes for this process  
30 that can still be decided. He said that by splitting out planning and engagement, it is sensitive to  
31 equity and past harms.

32 Vice-Chair McKee said the language about payment says that Gensler will be paid  
33 regardless of the work.

34 Cy Stober said provided they get the deliverables.

35 Vice-Chair McKee said he has no doubt they will get a deliverable. He asked the County  
36 Attorney if there was a backstop.

37 John Roberts said he was not able to answer the question at this time.

38 Vice-Chair McKee said the amount of the contract could be used on other community  
39 needs. He said he is concerned that this is writing a blank check.

40 Chair Bedford said that she has experience with VHB, a participant in the contract, with  
41 other entities. She said they do incredible work for the Durham-Chapel Hill Carrboro and the  
42 Burlington-Mebane MPO. She said that she has heard numerous presentations and that she is  
43 comfortable moving forward. She said she has worked with planning staff in other towns as part  
44 of the MMC meetings, and she is confident in their abilities, as well.

45  
46 A motion was made by Chair Bedford, seconded by Commissioner Richards, to  
47 authorize the expenditure of up to \$244,800 for planning services to provide Community  
48 Engagement Services for the Greene Tract Master Plan and to approve and authorize the  
49 County Manager to execute and sign the contract to provide for the scope of services as  
50 detailed in Attachment 1 in the agenda.

1 Commissioner Portie-Ascott asked if this was the first time the county has modified a  
2 contract and if they were setting a new precedent.

3 John Roberts said it would not set a precedent. He said this was a single negotiated  
4 point.

5 Vice-Chair McKee said he was confident in everyone's abilities. He said the process  
6 has gone on for a long time, and he is concerned about getting consensus.

7  
8 **VOTE: Ayes, 5 (Commissioner Fowler, Commissioner Greene, Chair Bedford,  
9 Commissioner Richards, Commissioner Hamilton); Nays, 2 (Vice-Chair McKee,  
10 Commissioner Portie-Ascott)**

11  
12 **MOTION PASSES**

13  
14 **b. Approval of Budget Amendment #3-A to Fund the Bridge Housing Opportunity at 2032  
15 Homestead Road in Chapel Hill in Collaboration with Alliance Health and Caramore, Inc.**

16 The Board approved Budget Amendment #3-A to provide start-up and short-term operational  
17 funding for a Bridge Housing program at 2032 Homestead Road in Chapel Hill in collaboration  
18 with Alliance Health and Caramore, Inc.

19  
20 **BACKGROUND:** Bridge Housing and therapeutic support is an evidence-based, best practice  
21 for ensuring stabilization for individuals exiting homelessness, incarceration and institutions.  
22 This short-term, low barrier housing coupled with supportive services is designed to enhance  
23 opportunities for an individual's successful transition into permanent housing. The model  
24 provides safe and temporary housing for 60 to 120 days with a focus on recovery supports,  
25 developing independent living skills, connections to housing navigation, case management and  
26 peer support. Bridge Housing has been identified as a critical need in the Orange County  
27 Partnership to End Homelessness System Gaps Analysis for several years. Currently, there is  
28 no accessible, non-voucher Bridge Housing serving residents in Orange County seeking to exit  
29 homelessness or seeking short-term stabilization following reentry from incarceration or  
30 institutionalization.

31 In July 2023, Ann Oshel, the Alliance Health Vice President for Community Health and Well-  
32 Being, approached Orange County regarding a residential property at 2032 Homestead Road in  
33 Chapel Hill that was vacant and owned by Caramore, Inc. Ms. Oshel suggested that the  
34 property could be reimaged to fill an Orange County housing need. The residence had been  
35 previously operated since 2015 as a licensed, long-term group home for persons with mental  
36 illness. The property was owned by Gary Gaddy and Sandra Herring with the intended purpose  
37 of providing long-term supportive housing for individuals with mental health needs. The group  
38 home closed prior to COVID and was abandoned by the provider. The owners then gifted the  
39 property to Caramore Inc., in 2019 with the expressed purpose of serving individuals with  
40 behavioral needs facing housing crisis. The five-bedroom, brick ranch home on .75 acres of  
41 land is centrally located on Homestead Road in Chapel Hill, next to a city bus stop, and  
42 neighboring the Church of the Advocate, whose property contains several Pee Wee Homes. In  
43 addition, the property at 2032 Homestead Road is in close proximity to Inter-faith Council (IFC)  
44 properties, as well as Orange County's Southern Human Services Center and Seymour Center.  
45 Since assuming ownership, Caramore has provided enhancements to the home and ensured its  
46 upkeep.

47 Over the last several months, Alliance Health, Caramore and Orange County human services  
48 leaders have been discussing whether this property could be utilized to fill critical housing,  
49 behavioral health and reentry needs. It was determined by these stakeholders that the property

1 could best serve the community as a new collaborative Bridge Housing program for individuals  
 2 with behavioral health diagnoses. With escalating numbers of residents in Orange County  
 3 experiencing homelessness with behavioral health needs seeking stabilization and support on  
 4 their way to permanent housing, this program will provide critical housing and interventions for  
 5 their support.

6 The Bridge Housing program at 2032 Homestead Road will serve six individuals in four  
 7 bedrooms for up to five months. Four (4) of the beds will serve individuals identified by Orange  
 8 County, and two (2) beds will serve individuals identified by Alliance Health. The program will be  
 9 staffed seven (7) days a week with two (2) positions providing case management and peer  
 10 support through individual and group programming. Orange County housing, behavioral health,  
 11 reentry and social service providers will have full access to the home to provide necessary  
 12 additional supports. Referrals to fill the four (4) Orange County-funded beds will be placed via  
 13 Coordinated Entry to ensure alignment with Orange County priorities, reduce duplication of  
 14 efforts, and facilitate faster connection to permanent housing.

15 The program would be managed by Caramore under a contract with Alliance Health. As Alliance  
 16 Health already has an existing relationship with Caramore, this additional program collaboration  
 17 would be far more cost-effective than retaining a new provider. Since 1974, Caramore has been  
 18 in Chapel Hill providing vocational and residential support services to adults living with mental  
 19 illness. The Caramore model of services is client-centered and effective, with its services being  
 20 advocacy-oriented and community-based. Over the years, thousands of Caramore clients have  
 21 successfully transitioned to independent living and employment.

22 The Homestead property and the collaboration between Alliance Health, Caramore and Orange  
 23 County provides a truly unique opportunity to provide a centrally-located, short-term supportive  
 24 housing model that fills a significant gap in the Homeless System Gaps Analysis. The Town of  
 25 Chapel Hill has been notified of this proposal for the property at 2032 Homestead Road, and  
 26 Housing Director Sarah Vinas has ensured Orange County that there are no issues from a  
 27 zoning perspective and that implementation efforts can proceed without community engagement  
 28 or additional notification being required.

29 The financing of this Bridge Housing program will be a partnership between Orange County,  
 30 Caramore and Alliance Health. This chart below details the costs associated with a necessary  
 31 renovation, the costs to Caramore during the two-month renovation, the start-up costs and the  
 32 annual operating expenses for the six-bed program.

33  
 34

#### **Bridge Housing Program at 2032 Homestead Road**

<b>EXPENSES</b>	<b>AMOUNT</b>	<b>RESPONSIBLE PARTY</b>
<b>Renovation of Basement to include New Bathroom</b>	\$50,000	Alliance Health
<b>Payment for Caramore Costs during Two (2) Months of Renovation</b>	\$36,972	Alliance Health
<b>Start-Up Costs</b>	\$20,850	Orange County
<b>Annual Operations Costs for Six (6) Beds</b>	\$221,831	2/3 Orange County, 1/3 Alliance Health

<i>For Four (4) beds</i>	\$147,887	Orange County
<i>For Two (2) Beds</i>	\$73,944	Alliance Health

1

<b>Six (6) Months Operational Costs for Four (4) Orange County Beds</b>	\$73,944
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County staff proposes that the Board consider utilizing \$94,794 of funds from the Social Justice Reserve Fund to support the Orange County portion of this project (start-up costs and six (6) months of operational expenses for four (4) beds as highlighted above). The funding would be contingent upon Alliance Health’s funding for the necessary renovations to the property, the payment by Alliance Health for two (2) months of rent to Caramore during the renovations and the assumption of the operational costs for two (2) beds annually.

10

11

12

Operational funding after the first six (6) months for the four (4) Orange County beds would be requested as part of the FY 2024/2025 Partnership to End Homelessness budget process.

13

14

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16

Cait Fenhagen, Criminal Justice Resource Department Director, introduced the item.  
Ann Oshel of Alliance Health made the following presentation:

Slide #1



17

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19

Slide #2

### What is Bridge Housing?

- Provides safe and temporary housing for persons exiting out of institutions or homelessness with behavioral health needs
- 3-5 month program focusing on recovery supports, independent living skills and housing search/navigation
- On site services include case management and peer support specialists
- Goal is to secure permanent supportive housing and connection to all needed services and supports

## 1 Slide #3

## Our Focus Population

- Persons living in, or at risk of, homelessness with primary mental illness or co-occurring substance use
- Persons with episodic engagement in behavioral health services who have had difficulty engaging in treatment
- Persons who have accessed crisis services, had interactions with law enforcement or are returning from incarceration
- Persons who have expressed a desire or willingness to pursue permanent supportive housing

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Chair Bedford asked how Alliance defines permanent supportive housing.

Ann Oshel said they follow the HUD definition of chronically homeless and literally homeless, which also affects how some of their programs are financed. She said Alliance's definition would ask if the individual is literally or chronically, have a disabling condition, and have limited means to obtain housing on the private market. She said it would come with support services.

## 10 Slide #4

## Overview of Program

- Capacity to serve 6 participants
  - 4 referred through Orange County
  - 2 referred through Alliance
- Onsite staff 7 days per week
  - Case Management
  - Peer Support
- Individual and group support
  - Recovery education
  - Independent living skill building
  - Accessing community resources
  - Preparing for tenancy



11  
12

Ann Oshel said the point of bridge housing is to transition to independent living.

1 Rachel Waltz, the Orange County Partnership to End Homeless Manager, continued the  
2 presentation:

3  
4 Slide #5

## Program Operations

- Program Referrals
  - 4 referred through Orange County
    - Coordinated Entry via support from Local Re-Entry Council and Street Outreach Harm Reduction and Deflection
  - 2 referred through Alliance
    - To address Emergency Department utilization
- Permanent Housing Placement
  - Caramore providers will partner with homeless system providers to utilize Continuum of Care funded program vacancies, behavioral health housing, and mainstream housing based upon eligibility



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7 Slide #6

## Program Outcomes

- 100% of participants linked to behavioral health and physical health services
- 100% of participants engage in their Person Centered Plan including crisis and wellness planning
- 100% of residents engage in pre-tenancy education
- 100% of participants connected to eligible benefits
- 100% of participants will be entered into Coordinated Entry and linked to Orange County supportive housing services

8  
9 Rachel Waltz said that when people are living unsheltered, they develop techniques to  
10 survive that may not work in permanent supportive housing. She said that they will learn skills  
11 on site and use those in independent living. She said that it will be a site where they can help  
12 with warm handoffs to a permanent housing provider.  
13

1 Ann Oshel continued the presentation:  
 2  
 3 Slide #7

## Bridge Housing Works

- Alliance has implemented 5 bridge housing programs beginning in 2017
- Supports a Housing First approach
- Reduces other public costs such as jail stays and frequent interactions with first responders
- Reduces the suffering and trauma of homelessness
- Improves quality of life outcomes through the ultimate goal of permanent supportive housing

4  
 5 Caitlin Fenhagen of the Criminal Justice Resource Department said the house was  
 6 donated to Caramore with the intention of supporting people with behavioral health. She said a  
 7 lot of work has been done, but to make it comfortable for program participants they will need  
 8 \$50,000 from Alliance to renovate the basement area over the next two months. She reviewed  
 9 the remaining budget as presented in the agenda abstract materials.

10 Vice-Chair McKee asked if the request for 6 months funding is to get the county to the  
 11 next fiscal year.

12 Caitlen Fenhagen said yes.

13 Commissioner Portie-Ascott asked how medications will be stored in the home by  
 14 program participants. She asked if Alliance has seen roommate issues in their other bridge  
 15 homes.

16 Ann Oshel said it takes special licensure to administer medications. She said that staff  
 17 will be responsible for making sure that medications are stored in a safe location, and they have  
 18 not had any issues in the last 6 years.

19 Commissioner Hamilton said she is looking forward to seeing how it all works. She said  
 20 it is something that is needed in the community. She asked if the home will be coed.

21 Ann Oshel said it will not be coed.

22 Commissioner Hamilton said it will be interesting to know if people come into the home  
 23 with different mental health needs and how people get along.

24 Ann Oshel said they have moved people around in the past if there are roommate  
 25 issues. She said this is the second bridge housing program they have operated in a congregate  
 26 setting.

27 Commissioner Fowler asked if the county will be able to fill the four county beds.

28 Rachel Waltz said yes, that based on their caseloads, they would have 12 people ready  
 29 for bridge housing at any one time. She said they will be receiving grants soon for rapid  
 30 rehousing assistance and to help more households.

31 Commissioner Fowler asked if participants could stay past five months.

32 Ann Oshel said yes.

33 Commissioner Greene thanked Ann Oshel for her dedication to this work.

34

1 A motion was made by Commissioner Fowler, seconded by Commissioner Hamilton,  
2 and further supported by Commissioner Portie-Ascott, Vice-Chair McKee, Chair Bedford,  
3 Commissioner Richards, and Commissioner Greene, to approve Budget Amendment #3-A to  
4 transfer \$94,794 from the Social Justice Reserve Fund for the start-up costs and six (6) months  
5 of operational expenses for a new Bridge Housing program at 2032 Homestead Road in Chapel  
6 Hill in collaboration with Alliance Health and Caramore, Inc.

7  
8 **VOTE: UNANIMOUS**

9  
10 **7. Reports**

11 **a. Implementation of Medicaid Expansion in Orange County**

12 The Board received an update regarding the expanded Medicaid availability in Orange County  
13 beginning on December 1, 2023.

14  
15 **BACKGROUND:** The North Carolina General Assembly approved legislation in early 2023 that  
16 authorized Medicaid expansion in North Carolina, and Governor Roy Cooper signed it into law  
17 in March 2023.

18  
19 However, the expansion legislation did not include a specific date that eligibility rules would  
20 change, and it also made Medicaid expansion contingent on the passage of a State budget for  
21 the 2023-25 fiscal years. The budget was ultimately approved in September, and December 1,  
22 2023 was announced as the start date of Medicaid Expansion in North Carolina.

23  
24 Starting December 1, 2023, North Carolina is providing health care coverage to more people  
25 through Medicaid. Medicaid will cover people ages 19 through 64 years with incomes up to  
26 138% of the Federal Poverty Level. This is about \$20,000 for an individual and about \$34,000  
27 for a family of three.

28  
29 Medicaid provides comprehensive medical coverage including services like primary care,  
30 maternity care, hospitalizations, prescription drugs, and hearing and vision. Current Medicaid  
31 recipients with full coverage will not see any changes and will continue receiving services.

32  
33 An additional 600,000 North Carolinians are expected to receive coverage through the  
34 expanded Medicaid program. In Orange County, an additional 6,800 people are expected to  
35 receive coverage once the program is fully implemented.

36  
37 In anticipation of Medicaid Expansion, the Orange County Board of County Commissioners,  
38 based on the recommendation of the County Manager, approved the creation of nine (9) new  
39 positions to assist with enrollment. Social Services staff have been working to fill those positions  
40 and get new staff trained to be ready to take applications in December.

41  
42 Lindsey Shewmaker, Human Services Manager for DSS, made the following  
43 presentation:

44  
45

1 Slide #1



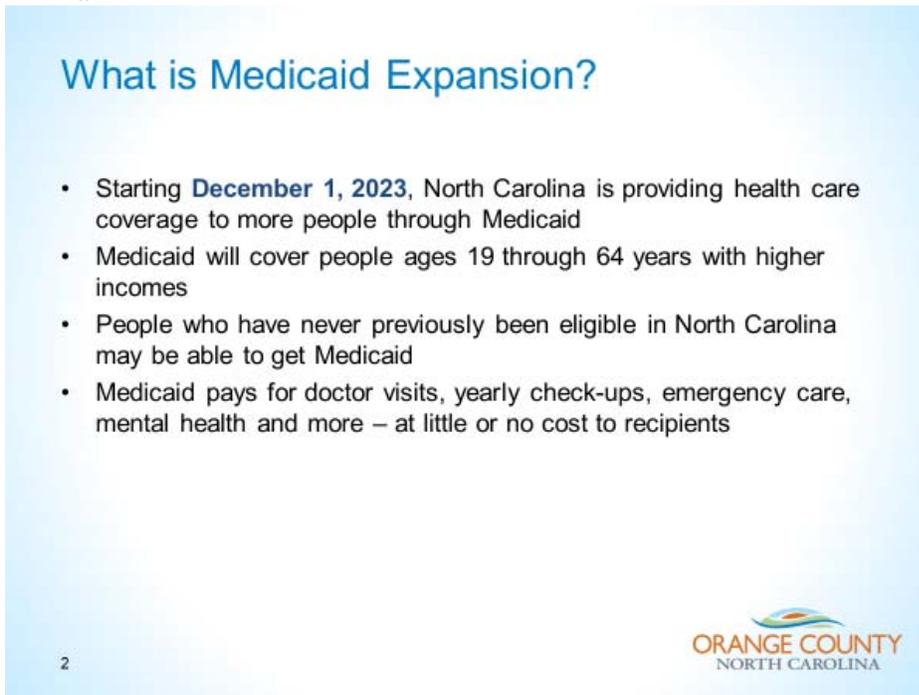
ORANGE COUNTY  
NORTH CAROLINA

Medicaid Expansion and Orange County:  
Expected Changes in 2023-2024

November 14, 2023

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Slide #2



### What is Medicaid Expansion?

- Starting **December 1, 2023**, North Carolina is providing health care coverage to more people through Medicaid
- Medicaid will cover people ages 19 through 64 years with higher incomes
- People who have never previously been eligible in North Carolina may be able to get Medicaid
- Medicaid pays for doctor visits, yearly check-ups, emergency care, mental health and more – at little or no cost to recipients

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ORANGE COUNTY  
NORTH CAROLINA

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1 Slide #3

## What types of services are covered under Medicaid?

- **primary care** for check-ups or illness
- **hospital services** to stay overnight (inpatient) or procedures when you can go home the same day (outpatient)
- **maternity and postpartum care** for women who are pregnant and after giving birth
- **vision and hearing** services
- **prescription drug** benefits to pay for medicines
- **behavioral health**
- **preventative and wellness** services
- **devices** and other **therapies**
- **dental** services

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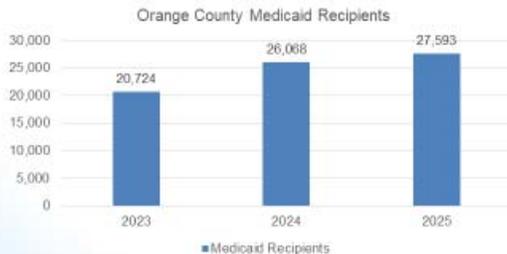


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Slide #4

## How will this impact Orange County residents?

- As of September 2023 there were 20,724 Orange County residents receiving Medicaid
- New enrollment in year one of Medicaid expansion in Orange County is estimated to be 5,344
- Total new enrollment due to Medicaid expansion after the ramp-up is expected to be 6,869



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1 Slide #5

## More North Carolinians will be eligible

- People are eligible if they are **19 through 64 years old** AND have income below **138% of the Federal Poverty Level**.
- And if someone was already eligible, nothing changes.

Household Size	Annual Income
Single Adults	≤ \$20,120
Family of 2	≤ \$27,214
Family of 3	≤ \$34,307
Family of 4	≤ \$41,400
Family of 5	≤ \$48,493
Family of 6	≤ \$55,586

Group	Annual Income in 2023 (rounded)
Children	211% of Federal Poverty Level
	1 - \$30,800
	2 - \$41,600
Pregnant Women	196% of Federal Poverty Level
	1 - \$28,700
	2 - \$38,700
•Older Adults > 65 •People with blindness •People with disabilities *Asset limits also apply	100% of Federal Poverty Level
	1 - \$14,600
	2 - \$19,700



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Lindsey Shewmaker said that if someone is already receiving aid and remained eligible, there would be no change for them.

Slide #6

## Are there any other eligibility criteria?

- In addition to the age and financial criteria, expanded Medicaid will not include people who are:
  - Pregnant (they can be covered under another Medicaid program)
  - Entitled to or enrolled in Medicare benefits under Part A or B
  - Otherwise eligible for and enrolled in another full Medicaid program
- If the applicant is a parent/caretaker of a child living in the home under age 21:
  - The child must be currently receiving Medicaid and/or have Minimum Essential Medical Coverage (MEC), which is any insurance plan that meets the Affordable Care Act requirement for having health coverage or comprehensive medical insurance, which provides basic medical care and hospitalization.



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1 Slide #7

## Are immigrants now eligible for Medicaid?

- Some non-US citizens can get health coverage through Medicaid.
- To be eligible they must be:
  - A person living in North Carolina
  - A non-citizen with qualified immigration status. Most people must wait five years.
- Non-citizens without documents who do not qualify for full health coverage under Medicaid may be able to get temporary coverage for emergency conditions that need to be treated in an emergency room.

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Slide #8

## How much will Medicaid cost for a recipient?

- There are no monthly premiums
- Medicaid pays the cost for most health care services
- The highest copay is \$4 and that is only required on some services

Service	Copay
Chiropractic visits	\$4
Doctor visits	
Non-emergency and emergency department visits	
Optometrist and optical visits	
Outpatient visits	
Podiatrist visits	
Generic and brand prescriptions	\$4 per prescription

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1 Slide #9

## What information do people need to apply?

- It takes time to complete the application. Here is some of the information applicants will be asked to provide for each person applying:
  - Full legal name
  - Date of Birth
  - Social Security number (or immigration documents)
  - North Carolina residency
  - Income information (from paystubs, W-2 forms, tax returns or business records)
  - North Carolina uses external resources to verify the information you provide. If more information is needed, you will receive a letter in the mail from your local DSS.

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Slide #10

## What documents can be used if DSS asks for more information?

<b>North Carolina Residency</b>	<ul style="list-style-type: none"> <li>• A photo ID with your NC address listed, or</li> <li>• A utility bill, or</li> <li>• A lease or mortgage agreement, or</li> <li>• Vehicle registration, or</li> <li>• Documentation of employment, or</li> </ul> <p>If they do not have any documentation, they can check a box in ePASS labeled "NC Residency Declaration."</p>
<b>Income</b>	<ul style="list-style-type: none"> <li>• If they're <b>Employed</b> - pay stubs, employer verification or their most recent tax return to show proof of their income.</li> <li>• If they're <b>Self-Employed</b> - their most recent tax return or copies of business records. If they don't have that, they can fill out a <a href="#">Verification Form for Self-Employment Income and Expenses</a> form.</li> </ul>
<b>Date of Birth</b>	<ul style="list-style-type: none"> <li>• A photo ID with their date of birth listed, or</li> <li>• Birth certificate</li> </ul>
<b>Social Security Number</b>	<ul style="list-style-type: none"> <li>• A copy of their Social Security card, or</li> <li>• Another official document containing their name and SSN, or</li> <li>• A military ID card</li> </ul>
<b>Citizenship</b>	<ul style="list-style-type: none"> <li>• Birth Certificate, or</li> <li>• Passport</li> </ul>
<b>Immigration Status</b>	A copy of their VISA/Immigration card.

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1 Slide #11

## What if someone currently has limited benefits through Family Planning Medicaid?

- If someone meets the new eligibility rules they will automatically receive full Medicaid coverage as of December 1, 2023 and they will:
  - Get a letter from the NC Department of Health and Human Services letting them know that they will start getting full Medicaid coverage.
  - Be assigned a health plan. If they want to change it, they will have 90 days to pick a new one.
  - Get a packet from their health plan with a new Medicaid ID card. Their ID card also has the name of their primary care doctor. They can change the doctor that was assigned by contacting their health plan.
  - If they have health coverage through HealthCare.gov they will need to cancel that plan. Clients need to understand that they should **not cancel a plan until they receive information from their new health plan through Medicaid.**

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Slide #12

## How to apply for Medicaid

- People can apply in 4 ways:

 <p><b>ePASS</b></p> <p><a href="http://epass.nc.gov">epass.nc.gov</a></p>	 <p><b>Paper application</b></p> <p><a href="http://nc.gov.servicenow/services.com">nc.gov.servicenow/services.com</a></p>	 <p><b>In person at your local DSS office</b></p> <p><a href="http://ncdhs.gov/localDSS">ncdhs.gov/localDSS</a></p>	 <p><b>Call DSS office</b></p> <p><a href="http://ncdhs.gov/localDSS">ncdhs.gov/localDSS</a></p>
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## 1 Slide #13

## After someone applies, how long does it take to find out if they qualify for Medicaid?

- It may take up to 45 days after they apply. Incomplete applications may take longer.
- Applicants can help the process go faster by:
  - **Applying online at ePASS and providing all information requested.** If the application is incomplete, it may take longer to process. DSS will reach out to applicants if they do not have what is needed to complete an application, so be sure to respond to mail or phone calls.
  - **Keeping their contact information up-to-date in ePASS,** so they don't miss important information about their Medicaid benefits
  - **Sign up for an enhanced ePASS account.** An enhanced ePASS account allows people to keep their information updated without having to contact the local DSS office

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## Slide #14

## What happens once someone is approved?

- Most people who get health coverage through Medicaid are part of NC Medicaid Managed Care. This means they can choose the health plan that is best for them.
- All health plans offer the same base services. Some have extra services. Each has its own network of doctors and professionals.
- Recipients can choose their health plan and their primary care doctor - family doctor, clinic or health care provider - when they apply.
- They will receive a health care plan ID card in the mail. It will come from the health plan that they selected. If they did not select a health plan, one will be assigned. Recipients have 90 days to pick a new one. They will receive a packet from the NC Medicaid Enrollment Broker that tells them how to change plans.

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1 Slide #15

## Medicaid Managed Care Health Plans

- Medicaid recipients in Orange County currently have access to the following Standard Medicaid Managed Care Plans

The diagram consists of five blue rectangular boxes arranged in two rows. The top row contains three boxes: 'AmeriHealth Caritas', 'Carolina Complete Health', and 'Healthy Blue'. The bottom row contains two boxes: 'UnitedHealthcare Community Plan' and 'WellCare'. The boxes are centered horizontally and vertically within the slide content.

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Slide #16

## What can impact ongoing eligibility?

- Recipients of expanded Medicaid (MXP) will be re-evaluated for eligibility every twelve months to ensure they remain eligible
- Changes in circumstance should be reported during the enrollment period and could result in a re-evaluation of eligibility. These could include:
  - Any change in income or household composition
  - Pregnancy
  - Medicare eligibility
  - 3<sup>rd</sup> party insurance coverage

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1 Slide #17

## What if someone is not eligible under expansion?

- If someone is still not eligible for health coverage through Medicaid, they may be able to get health coverage through the ACA Marketplace at HealthCare.gov
- Open enrollment for 2024 began November 1, 2023, and ends January 15, 2024. People can apply at other times of the year if they qualify for special enrollment such as loss of a job, change in family circumstance, or loss of Medicaid coverage.
- Households with incomes up to 400% of the federal poverty level may be eligible for help to pay for health coverage
- If someone doesn't have health insurance, they can also get basic health care services at federally qualified health centers, rural health clinics, and free and charitable clinics. Costs vary based on income. Learn more at <https://www.ncdhhs.gov/divisions/office-rural-health/safety-net-resources>



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Slide #18

## Medicaid Expansion and the Health Insurance Marketplace

	Household Income Range (as % of FPL)	% contribution of household income at start of range	% contribution of household income at top of the range
Medicaid	Less than 138%	0%	0%
Marketplace	138%-150%	0%	0%
	150% - Less than 200%	0%	2%
	200% - Less than 250%	2%	4%
	250% - Less than 300%	4%	6%
	300% - Less than 400%	6%	8.5%
	400% and higher	8.5%	8.5%



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## 1 Slide #19

## How are we sharing information on Medicaid Expansion?

- Community Presentations
  - Northern Orange NAACP
  - Board of County Commissioners
  - Board of Health
- Partnering with Municipalities
- Social Media
- Flyers and Informational Materials Sent to Community Groups

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## Slide #20

## Will Orange County be ready?

- Orange County DSS staff have been working on plans for most of the year on how to manage Medicaid Expansion
- The Board of County Commissioners approved 9 new positions related to Medicaid Expansion in the FY2023-24 budget
- Staff have been working to hire and train new staff in anticipation of expansion

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## 1 Slide #21



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3 Commissioner Richards asked if people can sign up in-person.

4 Lindsey Shewmaker said there are assistance rooms at various locations in the county  
5 and they are partnering with the towns. She said they have met with the public information  
6 officer to prepare messaging. She said that if someone applies today, it would be under existing  
7 rules. She said that they are encouraging those newly eligible not to apply until December 1  
8 when the new criteria rules begin.

9 Commissioner Richards asked if there will be a staff person available to help.

10 Lindsey Shewmaker said that staff will be available, and they will make an effort to  
11 ensure completion of the information. She said it is also an opportunity to talk to people about  
12 other DSS programs.

13 Chair Bedford asked what help is available for people who lack documentation.

14 Nancy Coston, DSS Director, said there are ways to help people obtain documentation.  
15 She said if a person comes to meet with a DSS staff member, they can get assistance in  
16 meeting all of the requirements.

17 Commissioner Hamilton asked if the presentation was on the website.

18 Lindsey Shewmaker said they can share it on the website.

19 Commissioner Hamilton asked if the number given for those Orange County residents  
20 who are already receiving Medicaid is just those aged 19-24.

21 Lindsey Shewmaker said that was the entire Medicaid population.

22 Commissioner Hamilton asked if they know how many are in the 19-64 range.

23 Lindsey Shewmaker said they would likely be on family planning and 1,984 of those will  
24 have full Medicaid on December 1.

25 Commissioner Hamilton asked what the majority of the 20,000 will be.

26 Lindsey Shewmaker said children under age 19, persons aged 65 and over, and those  
27 with disabilities.

28 Commissioner Fowler said she is happy that it will cover more than just family planning.  
29 She said she is glad that those who were not eligible for ACA and for Medicaid in the past will  
30 get coverage.

31

1 **b. US 70 Multimodal Corridor Plan**

2 The Board received the draft Existing Conditions Report and provide comments on the US 70  
3 Multimodal Corridor Study.

4  
5 **BACKGROUND:** In 2019, Board of County Commissioners (BOCC) approved US 70 as a  
6 County Priority for possible consideration in the State's Strategic Prioritization of Transportation  
7 (SPOT) process. This occurred with the understanding the corridor posed significant safety and  
8 mobility issues for all uses. The Comprehensive Transportation Plan (CTP) in Durham-Chapel  
9 Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) identified this corridor for  
10 potential multimodal improvements. The CTP in Burlington-Graham Metropolitan Planning  
11 Organization noted US 70 as a corridor needing multimodal improvements. Both CTP were  
12 amended in 2022 incorporating the State's new Complete Street Policy.

13  
14 Following County approval as a priority, Orange County staff started working with Vanessa  
15 Hangen Brustlin (VHB) to analyze the corridor in partnership with local jurisdictions and regional  
16 agencies. DCHC MPO provided the funding while Orange County managed the project. A Core  
17 Technical Team (CTT) was created composed of Hillsborough, Mebane, Orange County, the  
18 North Carolina Department of Transportation (NCDOT), DCHC MPO and BG MPO staff, with  
19 the State's Integrated Mobility Division (IMD) and Rail Road Division invited as critical  
20 stakeholders. The CTT meets monthly with VHB.

21  
22 The draft Existing Conditions Report is provided at Attachment 1. This report was used as part  
23 of the first round of public workshops. VHB completed the first round of public workshops last  
24 March, with the second round scheduled for late November and early December. Staff will  
25 continue to encourage input throughout the planning process and present the findings to all  
26 boards along the corridor at the end of the year. OCTS staff will present a summary of the draft  
27 Existing Conditions Report, along with outcomes from the public workshops and next steps, for  
28 Board feedback.

29  
30 All public comments will be included in the appendix, with responses to how they were  
31 addressed.

32  
33 Nishith Trivedi, Transportation Director, made the following presentation:

34  
35 Slide #1



1 Slide #2

**Outline**

- Background
- Existing Conditions
- Public Engagement
- Next Steps

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Slide #3

**Background**



Burlington - Graham Metropolitan Planning Organization



DURHAM · CHAPEL HILL · CARRBORO  
**DCHC**  
METROPOLITAN PLANNING ORGANIZATION



ORANGE COUNTY  
NORTH CAROLINA



Mebane  
Positively Charming



TOWN OF  
HILLSBOROUGH  
NORTH CAROLINA



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

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Slide #4

**Background**



Bike/Ped. & Intersections



Urban and Rural



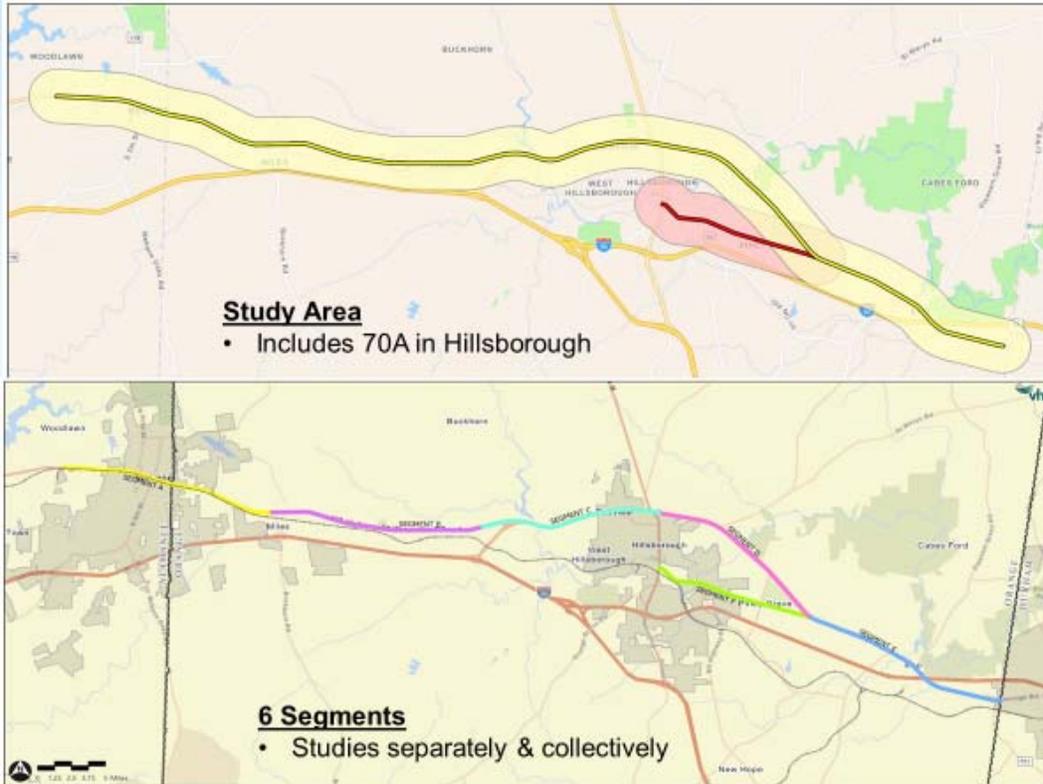
Rail, Vehicle, & Transit



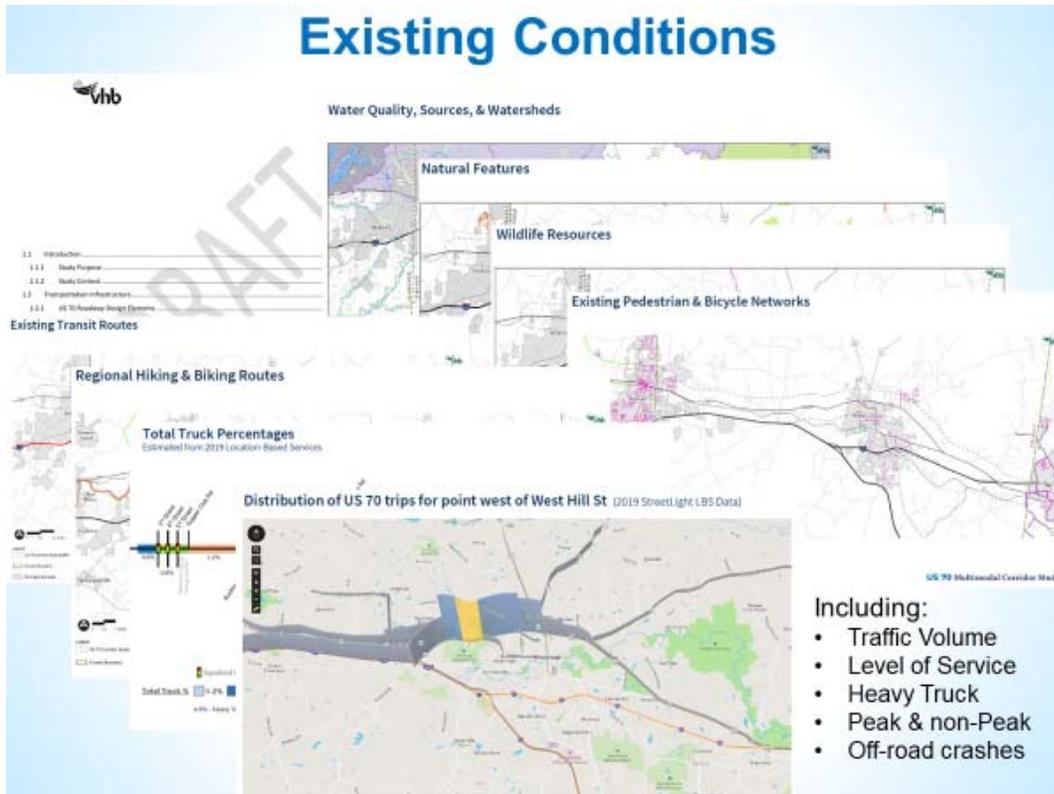
Freight

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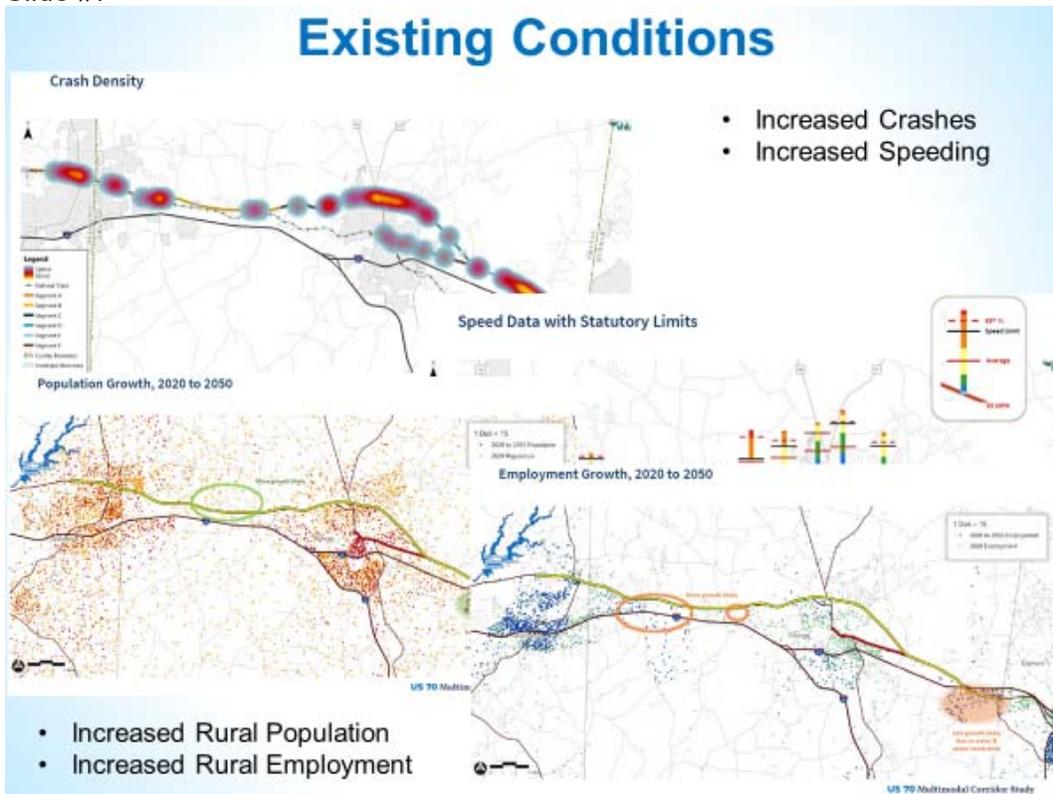
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1 Slide #7



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Slide #8

## Public Engagement

### Project Schedule

**Community Meetings Round #1**

- MARCH 3 | 6:00 - 7:00 PM**  
Palmerie Center  
271 Main Street, 2nd Floor  
Hillsborough, NC 27533
- MARCH 9 | 5:00 - 7:00 PM**  
Hobers Arts and Community Center  
433 Campbell Street  
Hillsborough, NC 27533
- MARCH 16 | 6:00 - 7:00 PM**  
Town Hall Annex  
505 E. Courthouse Street  
Hillsborough, NC 27533

**Other Ways to Get Involved**

Visit the project website to sign up to attend. Contact [www.us70nc.com](http://www.us70nc.com). Contact your representative, see below project website.

**PROJECT CONTACT**  
Shosh Stanc  
Project Manager, Orange County Public Transportation  
(919) 243-2007  
[www.us70nc.com](http://www.us70nc.com)

### US 70 Multimodal Corridor Study Community Meeting Notice

The Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC-MPO) is conducting a study of U.S. 70 West, from NC 119 in Mebane to U.S. 751 in Orange County. The study will provide recommendations for future development of the transportation corridor with specific focus on multimodal facilities.

A series of three Community Meetings to share improvement recommendations and get feedback on priorities will be held at the locations listed below. Light refreshments and a Response for Kids will be provided at each meeting. All meetings will have an associated Zoom link for virtual attendance and will be available on the project website. Please visit the project website or reach out to the project team for any questions.

**Community Meetings Round #2**

- SUNDAY, NOVEMBER 14TH**  
3:00-6:00 PM  
Mebane City Hall  
106 East Courthouse Street  
Hillsborough, NC 27533
- SATURDAY, DECEMBER 2ND**  
3:00-6:00 PM  
Town of Hillsborough Town Hall  
105 East Courthouse Street  
Hillsborough, NC 27533
- SATURDAY, DECEMBER 9TH**  
2:00-5:00 PM  
Meredith Building, Main Meeting Room  
300 W. Tryon Street  
Hillsborough, NC 27533

**Need a Ride?**

Orange County On-Demand services are available. Learn more by calling (919) 243-2008 or check out the Mobility on Demand (MOD) Service website for more information here: <https://www.orangecountync.gov/2024/MOD>

**Project Website**

The updated project website ([www.us70nc.com](http://www.us70nc.com)), accessible by scanning the QR code, is a convenient resource for tracking the progress of the study, providing feedback, and checking the schedule and location of outreach activities.

1<sup>st</sup> Round Workshop  
March

2<sup>nd</sup> Round Workshop  
November/December

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1 Slide #9

## Next Steps

**Policy Recommendations**

- If properties fronting US 76 are redeveloped, require new developments to build sidewalk or dedicate ROW for future construction along their frontage, and/or pay in lieu for future construction by others. A maintenance agreement between NCDOT and Orange County will likely be needed to support this long-term implementation.

**Segment #**

From Buxhorn Road, through Elbert, to east of Lloyd's Dairy Road

Orange County developed the Elbert-Buxhorn-Mebane Access Management Plan (2011, rev. 2016), which identified access management strategies and areas where new connector roads would be needed to maintain and improve access within areas identified in the County land use plan for economic development purposes, specific to the US 76 corridor. It includes network connectivity recommendations for the economic development area that generally runs between US 76 and Western Road, crossing I-40/85. This plan recommends new roadways to facilitate access from the future industrial/commercial area to I-40/85, rather than adding that new traffic directly to US 76. The recommendations in that plan are supported by the study; the recommendations below should be considered as enhancements to that plan, focusing on multimodal connectivity from a regional perspective.

**Multimodal Corridor Recommendations**

- **Shoof Tiers:** Widen US 76 to three lanes, including a center left turn lane from MD289 State Road Segment A1 to east end of Segment B, east of Lloyd's Dairy Road; typical section should include a minimum 5' paved shoulder with bicycle pattern rumble strips.
- **Long Term:** As future traffic demand on US 76 warrants a widened four-lane median divided facility, include a 10' MUP on the north side and 5' sidewalk on the south side; reduce posted speed limit to 35 mph.
- **Install high visibility signs** along US 76 indicating presence of cyclists between Toccoa Road and Gates Chapel Road, just west of Elbert-Cedar Grove Road.
- **Install signage** to encourage bicycle usage along Lebanon Road and Fishers Road, contiguous with the Segment A recommendation.
- **Develop protected a north-south bike route** along Richardson Road from Lebanon Road to Efford-Cheek Park and Community Center; connect route south across US 76 to the shared-use path proposed to run parallel to I-40, if plans proceed.

**Intersection Recommendations**

- **US 76 at Reassigned Buxhorn Road:** Revise Express Design Realignment concept to include recommended corridor typical section (minimum 5' paved shoulder with bicycle pattern rumble strip).
- **US 76 at Elbert-Cedar Grove Road:** construct exclusive left- and right-turn lanes on all approaches to address vehicular congestion; consider upgrading to roundabout.

**Transit Recommendations**

- Update all existing bus stops to accessibility and safety standards, complete with shelters, seating, lighting, visible and audible information, and appropriate pedestrian and ADA connectivity.
- Increase the frequency and service hours of Go Triangle and Orange-Alamance Connector in Mebane.
- Introduce on-demand transit services for rural communities around Elbert, specifically to align with fixed route buses.
- Add two accessible, safe bus shelters with appropriate pedestrian connectivity that serve (1) communities near Adcock Drive and (2) the Graham Trailer Park; expand Orange-Alamance Connector and GoTriangle OTR routes to service these locations.

**Policy Recommendations**

- Support adherence to and regular updates for the Elbert-Buxhorn-Mebane Access Management Plan (2011, rev. 2016). Proper management of increased freight, transit, and other multimodal traffic through the identified commercial/industrial zone within the economic development area south of US 76 will improve mobility and safety for all users on US 76 that may be accessing I-45 via Mt. Wilking Road or the I-85 Connector, especially as it relates to freight.
- Develop Transit Demand Management policies for incoming development associated with the Elbert-Buxhorn-Mebane economic development area
  - Update the Elbert-Buxhorn-Mebane Access Management Plan to include pedestrian, bicycle, and transit connectivity recommendations.
  - Require new developments to build sidewalk or shared-use path or dedicate ROW for future construction along their frontage of the new roadways, and/or pay in lieu for future construction by others. A maintenance agreement between NCDOT and Orange County will likely be needed to support this long-term implementation.
- If properties fronting US 76 are redeveloped, require new developments to build sidewalk or dedicate ROW for future construction along their frontage, and/or pay in lieu for future construction by others. A maintenance agreement between NCDOT and Orange County will likely be needed to support this long-term implementation.

- Multimodal considerations – bike/ped, vehicle, freight, rail, etc.
- Intersection alternatives – all users
- Transit improvements – fixed routes, Demand Response, MOD, stops, etc.
- Policies – TDM, Non-STIP, Complete Streets, Vision Zero, etc.

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Slide #10

## Next Steps

- VHB conducts 2nd round of Public Workshops
- VHB drafts Multimodal Plan on public feedback
  - Core Technical Team review Draft plan
  - VHB finalize plan and present to Hillsborough, Mebane and Board of County Commissioners
    - OCTS Staff will present to TAS and OUTBoard
- Anticipate completion Feb./Mar. 2024

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1 Slide #11

## Action

- The Manager recommends the Board receive the information and provide comments on the US 70 Multimodal Corridor Plan.

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Chair Bedford asked about bicycle usage on Highway 70.

Nishith Trivedi said there are large gaps in the rural areas for bicycle access.

Chair Bedford said she drove Highway 70 this morning and it seems very narrow and there is not much of a shoulder for safety.

Nishith Trivedi said bicycle and pedestrian safety will be addressed and things like widening shoulders will be considered.

Commissioner Greene said that the recently replaced bridge over Highway 70 in Hillsborough has no access for sidewalks or bicycles.

Nishith Trivedi said there were no existing sidewalks, so it was not factored into the bridge replacement plans.

Commissioner Greene said there cannot be a widening of the new bridge, even if there are sidewalks added to the roads around it in the future.

Nishith Trivedi said that was correct.

Chair Bedford said she agrees with Commissioner Greene about thinking forward with multi-modal. She asked if there can be further meetings if not many people can attend during the holiday period.

Nishith Trivedi said yes, and staff would conduct those.

## 8. Consent Agenda

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

A motion was made by Commissioner Greene, seconded by Vice-Chair McKee, to approve the consent agenda.

## VOTE: UNANIMOUS

### a. Minutes

The Board approved the draft minutes for the October 3, 2023 BOCC Meeting as submitted by the Clerk to the Board.

1 **b. Resolution to Amend Involuntary Commitment Transportation Plan**

2 The Board approved a resolution amending the Orange County Involuntary Commitment  
3 Transportation Plan.

4 **c. Designation of the Davis Cotton Gin and Press as an Orange County Historic**  
5 **Landmark**

6 The Board adopted an ordinance to designate the Davis Cotton Gin and Press as an Orange  
7 County Historic Landmark.

8 **d. Fiscal Year 2023-24 Budget Amendment #3**

9 The Board approved budget, grant, and capital project ordinance amendments for Fiscal Year  
10 2023-24.

11 **e. Construction Bid Award for the Richard E. Whitted Complex Stormwater Improvement**  
12 **Project**

13 The Board:

- 14 1) Approved a construction contract with Hamlett Associates for the construction of the  
15 Richard E. Whitted Complex Stormwater Improvement Project; and
- 16 2) Authorized the County Manager to execute the Agreement, subject to final review by the  
17 County Attorney, and any subsequent amendments for contingent and unforeseen  
18 requirements up to the approved budget amount on behalf of the Board.

19 **f. Orange County FY 2025 - Global Agreement for Operating**

20 The Board approved the Orange County Fiscal Year 2025 Global Agreement for Operating.  
21

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

23 Bonnie Hammersley drew attention to the information items included in the agenda  
24 packet. She said the next meeting will be at Whitted on December 4, 2023.  
25

26 **10. County Attorney's Report**

27 John Roberts had no report. He addressed an issue that was brought up earlier  
28 regarding the Gensler contract. He said all county contracts have a "time is of the essence"  
29 provision. He said that the consultant wanted relief from that in the event that county staff did  
30 not provide information that would impact their ability to deliver services in a timely manner. He  
31 said it is fairly common to adjust contracts to provide relief from that provision. He said the  
32 standard of care for contracts is typically the nationally recognized highest professional  
33 standards. He said that often architects, engineers, and designers usually request a  
34 modification of that language because they typically cannot get insurance to cover in the event  
35 they do not meet the highest professional standards. He said they often want the language  
36 modified to something like reasonable professional standards that is nationally recognized. He  
37 said it is a common change that they make fairly often in their contracts. He said the other item  
38 was a limitation of liability. He said it is often requested, but not always agreed to. He said a  
39 limitation of liability would be if the contractor breaches the contract and the county sued for  
40 damages, then the only thing that they would be liable for is the amount that they paid the  
41 county. He said in some circumstances, they would not agree to that depending on what is  
42 being provided. He said that these items all increase risk to the county, but any modifications to  
43 a contract will increase risk because the contracts are all initially set up to minimize risks.

44 Commissioner Portie-Ascott asked for clarification about regular modifications to the  
45 contract language regarding highest professional standards.

46 John Roberts said it is usually for certain types of contracts where the contractor  
47 indicates that they cannot get insurance based on that language. He said it is usually limited to  
48 designers, engineers, and architects.  
49

50 **11. \*Appointments**

51 None.

1  
2 **12. Information Items**  
3

- 4 • November 2, 2023 BOCC Meeting Follow-up Actions List  
5 • Memorandum – Efland Cheeks Community Center Addition - Update  
6 • Memorandum – Perry Hills Mini-Park – Master Plan  
7 • Memorandum – NC Mountains to Sea Trail Progress Report  
8 • Memorandum – Transit Dashboard Update  
9 • Memorandum – Recognition of County Employee Retirements from July 1, 2023,  
10 through September 30, 2023  
11 • Memorandum – Financial Report - First Quarter FY 2023-24  
12

13 **13. Closed Session**

14 A motion was made by Commissioner Fowler and seconded by Commissioner Hamilton  
15 to enter in to closed session at 9:55 p.m. for the purposes listed below:  
16

17 “To discuss and take action regarding plans to protect public safety as it relates to existing or  
18 potential terrorist activity and to receive briefings by staff members, legal counsel, or law  
19 enforcement or emergency service officials concerning actions taken or to be taken to respond  
20 to such activity,” NCGS § 143-318.11(a)(9); and  
21

22 “To consult with an attorney related to the national opioid litigation, in re National Prescription  
23 Opiate Litigation, MDL No. 2804,” NCGS § 143-318.11(a)(3); and  
24

25 For the approval of closed session minutes.  
26

27 **VOTE: UNANIMOUS**  
28

29 **RECONVENE INTO REGULAR SESSION**  
30

31 A motion was made by Vice-Chair McKee, seconded by Commissioner Fowler, to  
32 reconvene into regular session at 10:20 p.m.  
33

34 **VOTE: UNANIMOUS**  
35

36 **Adjournment**  
37

38 A motion was made by Vice-Chair McKee, seconded by Commissioner Hamilton, to  
39 adjourn the meeting at 10:20 p.m.  
40

41 **VOTE: UNANIMOUS**  
42

43 Jamezetta Bedford, Chair  
44  
45

46 Laura Jensen,  
47 Clerk to the Board  
48

49 Submitted for approval by Laura Jensen, Clerk to the Board

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

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

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**DEPARTMENT:** Tax Administration

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**ATTACHMENT(S):**

Resolution  
Release/Refund Data Spreadsheet  
Reason for Adjustment Summary

**INFORMATION CONTACT:**

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

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**PURPOSE:** To consider adoption of a resolution to release motor vehicle property tax values for three (3) taxpayers with a total of three (3) bills that will result in a reduction of revenue.

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

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

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

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

**FINANCIAL IMPACT:** Approval of these release/refund requests will result in a net reduction of \$909.15 to Orange County, the towns, and school and fire districts. Financial impact year to date for FY 2023-2024 is \$9,997.25.

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

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

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

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

NORTH CAROLINA

RES-2024-002

ORANGE COUNTY

**REFUND/RELEASE RESOLUTION (Approval)**

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

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

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

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

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

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

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

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

WITNESS my hand and the corporate seal of said County, this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

**BOCC REPORT - REGISTERED MOTOR VEHICLES  
JANUARY 16, 2024**

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL EXPLANATION
Demagistris, Jeffrey	69221458	2023	11,100	500	(170.16)	Antique plate (property classification)	
Horton, James	75443138	2023	45,387	45,387	(360.65)	*Situs error (illegal tax)	
Pace, Laura	75175770	2023	21,270	0	(378.34)	County changed to Chatham (illegal tax)	
					<b>(909.15)</b>	<b>TOTAL</b>	

**Adjustment Descriptions**

*Clerical error G.S. 105-381(a)(1)(a): e.g. when there is an actual error in mathematical calculation.*

*Illegal tax G.S. 105-381(a)(1)(b): e.g. when the vehicle should have been billed in another county, an incorrect name was used, or an incorrect rate code was used.*

*Tax levied for an illegal purpose G.S. 105-381(a)(1)(c): e.g. charging a tax that was later deemed to be impermissible under State law.*

*Appraisal appeal G.S. 105-330.2(b): e.g. reduction in value due to excessive mileage or vehicle damage.*

*\*Situs error: An incorrect rate code was used to calculate bill. Value remains constant but bill amount changes due to the change in specific tax rates applied to that physical Classification GS 105-330-9(b): e.g. Antique automobiles are designated a special class of property under the NC Constitution.*

The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.

Approval of the release or refund of the principal tax amount also constitutes approval of the release or refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

**SUBJECT:** Property Tax Releases/Refunds

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**DEPARTMENT:** Tax Administration

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**ATTACHMENT(S):**

Resolution  
Release/Refund Data Spreadsheet

**INFORMATION CONTACT:**

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

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**PURPOSE:** To consider adoption of a resolution to release property tax values for five (5) taxpayers with a total of six (6) bills that will result in a reduction of revenue.

**BACKGROUND:** The Tax Administration Office has received five (5) taxpayer requests for release or refund of property taxes. North Carolina General Statute 105-381(b), "Action of Governing Body" provides that "upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the Taxing Unit shall within 90 days after receipt of such a request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct liability or notify the taxpayer in writing that no release or refund will be made". North Carolina law allows the Board to approve property tax refunds for the current and four previous fiscal years.

**FINANCIAL IMPACT:** Approval of this change will result in a net reduction in revenue of \$70,701.43 to the County, municipalities, and special districts. The Tax Assessor recognized that refunds could impact the budget and accounted for these in the annual budget projections.

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

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

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

NORTH CAROLINA

RES-2024-003

ORANGE COUNTY

**REFUND/RELEASE RESOLUTION (Approval)**

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

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

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

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

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

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

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

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

WITNESS my hand and the corporate seal of said County, this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

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

**BOCC REPORT - REAL/PERSONAL  
 JANUARY 16, 2024**

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL INFORMATION
Carrillo, Carmen Patricia	3197129	2021	11,360	0	(358.72)	Assessed in error (illegal tax)	Gap Bill: Tax Payer provided proof from 01/25/2019 to 02/08/2021. Bill adjust for the following months.
Cates Landing Homeowners Association Inc.	3198139	2023	125,000	1	(1,175.26)	Incorrect value (clerical error)	Homeowners association property incorrectly valued as a buildable single family residential lo
Mason, Emilee Marie	3203701	2022	8,310	0	(452.48)	Assessed in error (illegal tax)	Gap Bill: Vehicle was registerd in Washington during time of gap
Town of Chapel Hill	139735	2022	2,089,900	0	(34,886.70)	Assessed in error (illegal tax)	Exempt-Government assessed in error
Town of Chapel Hill	139735	2023	2,089,900	0	(33,442.59)	Assessed in error (illegal tax)	Exempt-Government assessed in error
Wiley, Arthur	302340	2023	130,640	89,527	(385.68)	Incorrect value (clerical error)	Homestead (main house & land) removed in error due to mobile home not being listed
				<b>Total</b>	<b>(70,701.43)</b>		
Gap Bill: A property tax bill that covers the months between the expiration of a vehicle's registration and the renewal of that registration or the issuance of a new registration.							
The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.							
Approval of the release or refund of the principal tax amount also constitutes approval of the release or							
refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.							

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

**SUBJECT:** Late Applications for Property Tax Exemption/Exclusion

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**DEPARTMENT:** Tax Administration

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**ATTACHMENT(S):**

Exempt Status Resolution  
Spreadsheet  
Requests for Exemption/Exclusion

**INFORMATION CONTACT:**

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

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**PURPOSE:** To consider twelve (12) untimely applications for exemption/exclusion from ad valorem taxation for twelve (12) bills for the 2023 tax year.

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

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

One applicant is applying for a charitable and educational exemption based on NCGS 105-278.7 which allows for an exemption from property taxes for property used for educational, scientific, literary, or charitable purposes.

Including these twelve (12) applications, the Board will have considered a total of fifty-four untimely applications for exemption of 2023 taxes since the 2023 Board of Equalization and Review adjourned on June 22, 2023. Taxpayers may submit an untimely application for exemption of 2023 taxes to the Board of Commissioners through December 31, 2023.

**FINANCIAL IMPACT:** The reduction in the County's tax base associated with approval of the exemption application will result in a reduction of FY 2023/2024 taxes due to the County, municipalities, and special districts in the amount of \$64,540.84.

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

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

**RECOMMENDATION(S):** The Manager recommends that the Board approve the attached resolution for the above-listed applications for FY 2023/2024 exemption.

NORTH CAROLINA

RES-2024-004

ORANGE COUNTY

**EXEMPTION/EXCLUSION RESOLUTION**

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

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

**Whereas**, the Tax Administrator has determined that the applicants could have been approved for 2023 had applications been timely.

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

**COMMISSIONERS OF ORANGE COUNTY THAT** the properties applying for exemption for 2023 are so approved as exempt.

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

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

\_\_\_\_\_

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

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

WITNESS my hand and the corporate seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**BOCC REPORT - REAL/PERSONAL  
LATE EXEMPTION/ EXCLUSION  
JANUARY 16, 2024**

NAME	ACCOUNT NUMBER	BILL YEAR	ORIGINAL VALUE	TAXABLE VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT
Arts Center The	211447	2023	3,240,800	0	(53,074.58)	Late application for exemption General Statute 105-278.7 (charitable, educational, etc.)
Baldwin, Deborah	278340	2023	140,200	70,100	(1,125.32)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Briggs, Carolyn	152587	2023	181,010	89,950	(1,473.11)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Denend, Jane	227755	2023	543,100	291,355	(2,354.06)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Giffillen, Statler	315525	2023	345,300	196,300	(1,400.89)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Hogan, Miriam	272936	2023	198,000	99,000	(1,408.08)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Klein, Albert	305997	2023	78,600	39,300	(630.88)	Late application for exemption General Statute 105-277.1 (homestead exemption)
La Luz Gomez De Salas, Maria	166051	2023	115,800	57,900	(531.52)	Late application for exemption General Statute 105-277.1 (homestead exemption)
McGhee, Betty	151816	2023	21,950	21,950	(206.37)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Merritt, Regina	223430	2023	107,700	57,139	(568.40)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Northern, Shirley Jean	253328	2023	97,500	52,625	(421.91)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Vanhooke, Marjorie	301105	2023	223,300	111,650	(1,345.72)	Late application for exemption General Statute 105-277.1 (homestead exemption)
<b>Total</b>					<b>(64,540.84)</b>	

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

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

**Late Application For Exemption Good Cause Information**  
**January 16, 2024**

<b>NAME</b>	<b>ACCOUNT NUMBER</b>	<b>BILL YEAR</b>	<b>Exemption Information</b>	<b>Good Cause Reason</b>
Arts Center The	211447	2023	Charitable	Business experienced major staffing issues
Baldwin, Deborah	278340	2023	Homestead Exemption	Didn't know about the program
Briggs, Carolyn	152587	2023	Homestead Exemption	Family emergencies
Denend, Jane	227755	2023	Homestead Exemption	Didn't know about the program
Gilfillen, Statler	315525	2023	Homestead Exemption	Filed tax returns late
Hogan, Miriam	272936	2023	Homestead Exemption	Health issues
Klein, Albert	305997	2023	Homestead Exemption	Memory loss
La Luz Gomez De Salas, Maria	166051	2023	Homestead Exemption	Fixed income
McGhee, Betty	151816	2023	Homestead Exemption	Health issues
Merritt, Regina	223430	2023	Homestead Exemption	Didn't know about the program
Northern, Shirley Jean	253328	2023	Homestead Exemption	Didn't know about the program
Vanhooke, Marjorie	301105	2023	Homestead Exemption	Just found out about the program

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

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

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**DEPARTMENT:** Tax Administration

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**ATTACHMENT(S):**

- 1) Order of the Board of County Commissioners in Accordance with NCGS 105-369
- 2) Advertisement Headers
- 3) North Carolina General Statute 105-369
- 4) *List of Unpaid 2023 Taxes: On file in the Clerk to the Board of Commissioners' Office*

**INFORMATION CONTACT:**

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

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**PURPOSE:** To report the amount of unpaid taxes for the current year that are liens on real property as required by North Carolina General Statute 105-369 and to request, on or about, March 28, 2024, as the date set by the Board for the tax lien advertisement.

**BACKGROUND:** North Carolina General Statute 105-369 requires the Tax Administrator to report to the governing board the total amount of unpaid taxes for the current year that are liens on real property. This report is available from the Clerk to the Board of County Commissioners' office. Upon receipt of this report, the governing board must order and set a date for the lien advertisement. Tax liens may be advertised any time between March 1 and June 30. All properties that were sold during the year of 2023 will be advertised in the new owners' names.

The process includes that a notice alerting property owners to the pending advertisement must be mailed at least 30 days in advance of the date of advertisement. This mailed notice will state that the last day to pay 2023 taxes, in order to avoid being advertised, is February 29, 2024. Between the mailed notice and the advertised notice, property owners are advised that collection efforts are underway. North Carolina General Statute 105-369 mandates both these notices.

The Tax Administrator will post the list of advertised delinquent property owners, using the same information and a similar format, on the Tax Office website. There will be a link on the Tax Office home page to view the list of advertised delinquent property owners: [orangecountync.gov/tax](http://orangecountync.gov/tax). The list will be posted on the same date as the list will be advertised in the newspapers and remain posted for 30 days.

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

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

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

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

**RECOMMENDATION(S):** The Manager recommends that the Board accept the report and approve and authorize the Chair to sign the Order setting the lien sale advertisement on or about March 28, 2024.

## Attachment 1

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

State of North Carolina  
County of Orange

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

You are hereby authorized, empowered, and commanded to advertise tax liens on real property for failure to pay 2023 taxes. You shall advertise said liens by posting a notice of the liens at the county courthouse and by publishing each lien at least one time in one or more newspapers having general circulation in the taxing unit. **Advertisement of the tax liens shall be made on or about Thursday, March 28, 2024.**

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

Witness my hand and official seal, this 16th day of January, 2024.

---

Jamezetta Bedford  
Chair, Board of County Commissioners

Attest:

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Laura Jensen  
Clerk to the Board of County Commissioners

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

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

Under and by virtue of the authority vested in me by Section 105-369 of the North Carolina General Statutes and pursuant to an order of the Board of Commissioners of Orange County dated **January 16, 2024**, I am hereby advertising tax liens for the year 2023 upon the real estate described below. The amount advertised will be increased by interest and cost. The omission of interest and cost from the amount advertised will not constitute a waiver of the taxing unit's claim for these items. The real estate subject to the lien, the name of the taxpayer (owner as of January 6, 2024), and the amount of taxes due are set out below. If the taxes remain unpaid the lien will be foreclosed by the taxing unit and the property sold to satisfy the claim for the taxes. These collection procedures do not apply to taxpayers under a current US Bankruptcy plan. When a parcel was subdivided after January 1, 2023, and the ownership of one or more of the resulting parcels was transferred, the amount of the tax lien on each parcel is the amount of the lien on the original parcel, as it existed on January 1, 2023, as shown in this advertisement. **This list includes all properties in Orange County.**

This, the 28<sup>th</sup> day of March 2024.

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

(Advertisement to appear in *News & Observer*)

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

Under and by virtue of the authority vested in me by Section 105-369 of the North Carolina General Statutes and pursuant to an order of the Board of Commissioners of Orange County dated **January 16, 2024**, I am hereby advertising tax liens for the year 2023 upon the real estate described below. The amount advertised will be increased by interest and cost. The omission of interest and cost from the amount advertised will not constitute a waiver of the taxing unit's claim for these items. The real estate subject to the lien, the name of the taxpayer (owner as of January 6, 2024), and the amount of taxes due are set out below. If the taxes remain unpaid the lien will be foreclosed by the taxing unit and the property sold to satisfy the claim for the taxes. These collection procedures do not apply to taxpayers under a current US Bankruptcy plan. When a parcel was subdivided after January 1, 2023, and the ownership of one or more of the resulting parcels was transferred, the amount of the tax lien on each parcel is the amount of the lien on the original parcel, as it existed on January 1, 2023, as shown in this advertisement. **This list includes all properties in Orange County.**

This, the 28<sup>th</sup> day of March 2024.

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

## Attachment 3

§ 105-369. Advertisement of tax liens on real property for failure to pay taxes.

(a) Report of Unpaid Taxes That Are Liens on Real Property. - In February of each year, the tax collector must report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property. A county tax collector's report is due the first Monday in February, and a municipal tax collector's report is due the second Monday in February. Upon receipt of the report, the governing body must order the tax collector to advertise the tax liens. For purposes of this section, district taxes collected by county tax collectors shall be regarded as county taxes and district taxes collected by municipal tax collectors shall be regarded as municipal taxes.

(b) Repealed by Session Laws 1983 (Regular Session, 1984), c. 1013.

(b1) Notice to Owner. - After the governing body orders the tax collector to advertise the tax liens, the tax collector must send a notice to the record owner of each affected parcel of property, as determined as of the date the taxes became delinquent. The notice must be sent to the owner's last known address by first-class mail at least 30 days before the date the advertisement is to be published. The notice must state the principal amount of unpaid taxes that are a lien on the parcel to be advertised and inform the owner that the name of the record owner as of the date the taxes became delinquent will appear in a newspaper advertisement of delinquent taxes if the taxes are not paid before the publication date. Failure to mail the notice required by this section to the correct record owner does not affect the validity of the tax lien or of any foreclosure action.

(c) Time and Contents of Advertisement. - A tax collector's failure to comply with this subsection does not affect the validity of the taxes or tax liens. The county tax collector shall advertise county tax liens by posting a notice of the liens at the county courthouse and by publishing each lien at least one time in one or more newspapers having general circulation in the taxing unit. The municipal tax collector shall advertise municipal tax liens by posting a notice of the liens at the city or town hall and by publishing each lien at least one time in one or more newspapers having general circulation in the taxing unit. Advertisements of tax liens shall be made during the period March 1 through June 30. The costs of newspaper advertising shall be paid by the taxing unit. If the taxes of two or more taxing units are collected by the same tax collector, the tax liens of each unit shall be advertised separately unless, under the provisions of a special act or contractual agreement between the taxing units, joint advertisement is permitted.

The posted notice and newspaper advertisement shall set forth the following information:

(1) Repealed by Session Laws 2006-106, s. 2, effective for taxes imposed for taxable years beginning on or after July 1, 2006.

(1a) The name of the record owner as of the date the taxes became delinquent for each parcel on which the taxing unit has a lien for unpaid taxes, in alphabetical order.

(1b) After the information required by subdivision (1a) of this subsection for each parcel, a brief description of each parcel of land to which a lien has attached and a statement of the principal amount of the taxes constituting a lien against the parcel.

## Attachment 3

- (2) A statement that the amounts advertised will be increased by interest and costs and that the omission of interest and costs from the amounts advertised will not constitute waiver of the taxing unit's claim for those items.
- (3) In the event the list of tax liens has been divided for purposes of advertisement in more than one newspaper, a statement of the names of all newspapers in which advertisements will appear and the dates on which they will be published.
- (4) A statement that the taxing unit may foreclose the tax liens and sell the real property subject to the liens in satisfaction of its claim for taxes.
- (d) Costs. - Each parcel of real property advertised pursuant to this section shall be assessed an advertising fee to cover the actual cost of the advertisement. Actual advertising costs per parcel shall be determined by the tax collector on any reasonable basis. Advertising costs assessed pursuant to this subsection are taxes.
- (e) Payments during Advertising Period. - At any time during the advertisement period, any parcel may be withdrawn from the list by payment of the taxes plus interest that has accrued to the time of payment and a proportionate part of the advertising fee to be determined by the tax collector. Thereafter, the tax collector shall delete that parcel from any subsequent advertisement, but the tax collector is not liable for failure to make the deletion.
- (f) Listing and Advertising in Wrong Name. - No tax lien is void because the real property to which the lien attached was listed or advertised in the name of a person other than the person in whose name the property should have been listed for taxation if the property was in other respects correctly described on the abstract or in the advertisement.
- (g) Wrongful Advertisement. - Any tax collector or deputy tax collector who willfully advertises any tax lien knowing that the property is not subject to taxation or that the taxes advertised have been paid is guilty of a Class 3 misdemeanor, and shall be required to pay the injured party all damages sustained in consequence. (1939, c. 310, s. 1715; 1955, c. 993; 1971, c. 806, s. 1; 1983, c. 808, s. 1; 1983 (Reg. Sess., 1984), c. 1013; 1993, c. 539, s. 725; 1994, Ex. Sess., c. 24, s. 14(c); 1999-439, s. 1; 2000-140, s. 73; 2006-106, s. 2.)

**ORANGE COUNTY  
BOARD OF COMMISSIONERS  
ACTION AGENDA ITEM ABSTRACT  
Meeting Date: January 16, 2024**

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

**SUBJECT:** Manager Signed Intergovernmental Agreements

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**DEPARTMENT:** County Attorney

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**ATTACHMENT(S):**

**INFORMATION CONTACT:**

John Roberts, County Attorney, 245-2318

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**PURPOSE:** To acknowledge and ratify various intergovernmental agreements signed by the Manager as previously authorized by the Board of Commissioners (BOCC).

**BACKGROUND:** The Board of Commissioners, through Section XV of the budget ordinance, authorizes the County Manager to execute intergovernmental agreements. Those agreements are then reported to the BOCC by the County Attorney. The following agreements were executed by the Manager in 2023:

- 1) Between the Town of Chapel Hill for the operation of the Visitors Center in Chapel Hill. Expires June 30, 2024. Revenue to County at least \$200,000.
- 2) Between Orange County and Triangle Regional Waste Consortium. Expires June 30, 2024. Cost to the County up to \$2,500.
- 3) Between Orange County and Triangle J Council of Governments (now Central Pines Regional Council) to provide solar power access to low income households. Expires June 30, 2024. Cost to the County up to \$50,000.
- 4) Between Orange County and the City of Mebane for funding for joint economic development programs Article 46 collaborative outreach program. Expires June 30, 2024. Cost to the County up to \$2,040.
- 5) Between Orange County and the North Carolina Department of Revenue for work related to Internal Revenue Service 401(k) issues. Expired June 30, 2023. Cost to the County up to \$30,000.
- 6) Between Orange County and the North Carolina Department of Revenue for work related to Internal Revenue Service 401(k) issues. Expired June 30, 2023. Cost to the County up to \$37,687.

- 7) Between Orange County and the Town of Hillsborough for funding for joint economic development programs Article 46 collaborative outreach program. Expires June 30, 2024. Cost to the County up to \$6,222.
- 8) Between Orange County and the Town of Hillsborough for the County to provide North Carolina Department of Health & Human Services (NCDHHS) grant funds to the Town for the hiring of a social worker to provide services to the public through the Hillsborough Police Department. Expires June 30, 2025. Cost to the County up to \$154,000 in NCDHHS grant funds.
- 9) Between Orange County and the Town of Carrboro for the County to provide NCDHHS grant funds to the Town for the hiring of a social worker to provide services to the public through the Carrboro Police Department. Expires June 30, 2025. Cost to the County up to \$152,519 in NCDHHS grant funds.
- 10) Between Orange County and the Orange County Sheriff for the County to provide NCDHHS grant funds to the Sheriff for the hiring of a social worker to provide services to the public through the Sheriff's Office. Expires June 30, 2025. Cost to the County up to \$152,744 in NCDHHS grant funds.
- 11) Between Orange County and the Town of Chapel Hill for the County to provide NCDHHS grant funds to the Town for the hiring of a social worker to provide services to the public through the Chapel Hill Police Department. Expires June 30, 2025. Cost to the County up to \$177,000 in NCDHHS grant funds.

**FINANCIAL IMPACT:** The financial impact to the County is detailed in each itemized description above.

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

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

**RECOMMENDATION(S):** The Manager recommends the Board acknowledge and ratify the above-described intergovernmental agreements executed by the Manager as authorized by the BOCC.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

**SUBJECT:** Approval of Orange County Transit Service Area Update

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**DEPARTMENT:** Orange County Transportation Services (OCTS)

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**ATTACHMENT(S):**

1. Transit Service Area Map

**INFORMATION CONTACT:**

Nishith Trivedi, Transportation Director,  
919-245-2007

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**PURPOSE:** To approve the Orange County public transit service area for federal compliance.

**BACKGROUND:** On September 21, 1982, the BOCC approved the creation of the Coordinated Agency Transportation (CAT) as the County's public transit service, within the Department on Aging, focusing primarily on medical trips ([link](#)). This was established through the revision of the County's 1981-1985 Transportation Development Plan, and funded through the Urban Mass Transportation Act of 1964 (UMTA 16(b)(2)). The initial service area was as far north as Prospect Hill, a township located north of Hillsborough at NC 86 and NC 49. It also included Hillsborough, Chapel Hill and the Cedar Grove area.

On January 22, 1991, the BOCC approved a new CAT Express Shuttle, and County transit services were extended to Carrboro through the 1991-1994 Transportation Development Plan ([link](#)). On February 6, 1995, the BOCC approved the name change from CAT to Orange Public Transportation ([link](#)). Subsequent updates to the County's Transportation Development Plan – now called Short Range Transit Plan (SRTP) – have expanded Orange County public transit services to encompass the all of Orange County for all residents and businesses.

The 2017 Transit Plan and its most recent update in 2022 ([link](#)) introduced increased services to and from rural parts of Orange County through Demand Response and Mobility-on-Demand. As these services are the County's predominate public transit use, staff requests the service area be defined as ten (10) miles outside Orange County (Attachment 1).

On December 15, 2023, Orange County Public Transit became a Direct Recipient of the Federal Transit Administration 5307 grant. Orange County's transit service area delineation is necessary for compliance as it is specific to demand response services like ModiveCare and Department of Social Services clients as well as improve coordination with adjacent County transit agencies.

This service will provide Orange County residents access to Duke medical facilities in Durham, including the Veterans Administration Hospital. It will also provide job access to Chatham Park, Tanger Outlet Mall, health care providers like Cone Health, and other important resources to and from neighboring counties. Orange County must approve changes to the public transit service area so that it can be incorporated into the Short Range Transit Plan update.

**Transportation Advisory Services (TAS) Action** – January 11, 2024

TAS unanimously recommended approval.

**Orange Unified Transportation Board (OUTBoard) Action** – January 8, 2024

The OUTBoard unanimously recommended approval.

**FINANCIAL IMPACT:** There is no financial impact to the County.

**SOCIAL JUSTICE IMPACT:** The following Orange County Social Justice Goals are applicable to this 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: ENSURE ECONOMIC SELF-SUFFICIENCY**

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

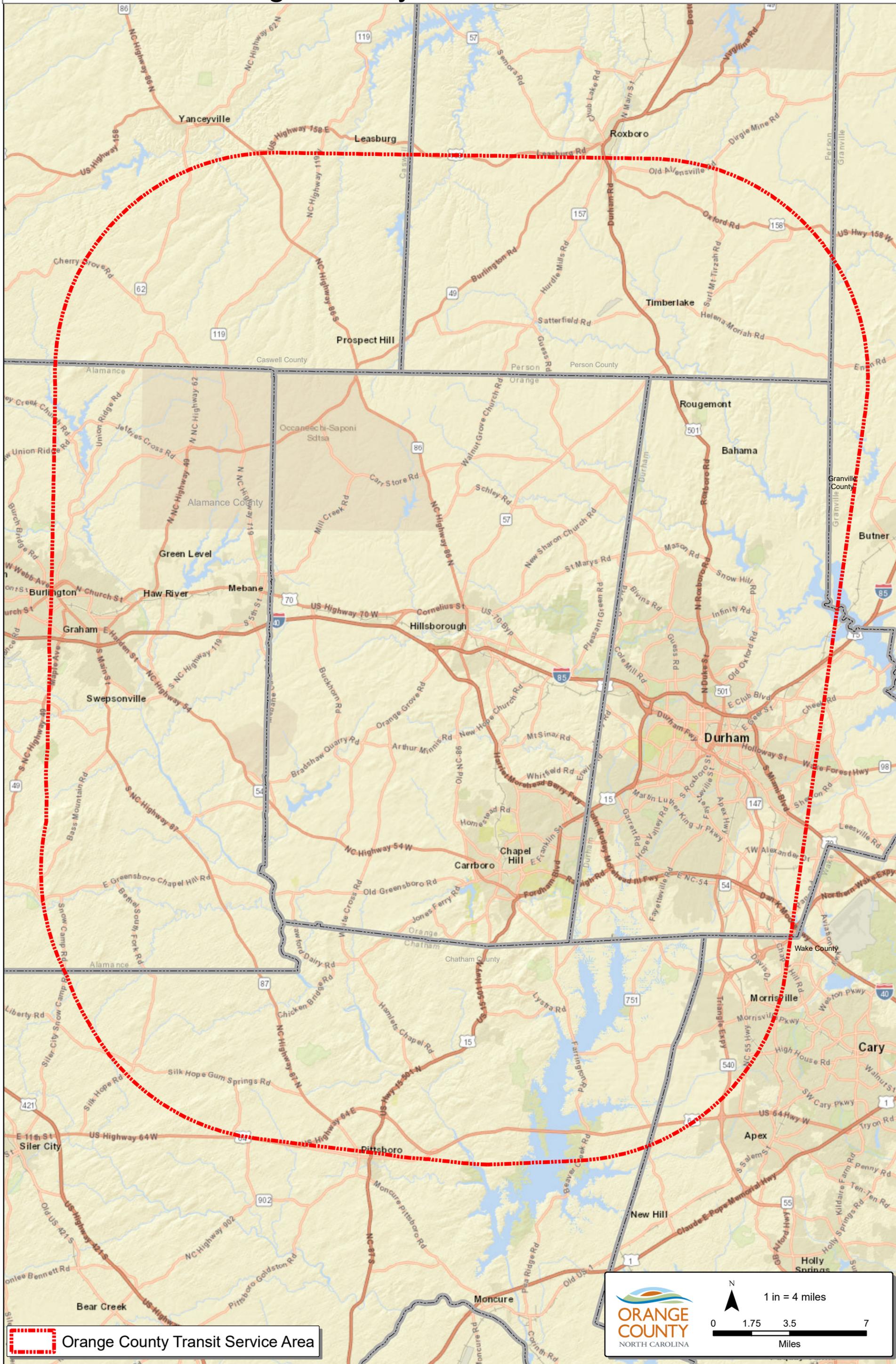
**ENVIRONMENTAL IMPACT:** The following Orange County Environmental Goal impact is applicable to this item:

- **CLEAN OR AVOIDED TRANSPORTATION**

Implement programs that monitor and improve local and regional air quality by: 1) promoting public transportation options; 2) decreasing dependence on single-occupancy vehicles, and 3) otherwise minimizing the need for travel.

**RECOMMENDATION(S):** The Manager recommends Board approve the Orange County public transit service area for federal compliance to include Orange County and ten (10) miles outside Orange County as depicted on Attachment 1.

# Orange County Transit Service Area



 Orange County Transit Service Area



1 in = 4 miles

0 1.75 3.5 7 Miles

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

**SUBJECT:** Approval of Orange County 2022 Transit Plan Public Hearing Records

**DEPARTMENT:** Orange County Transportation Services (OCTS)

**ATTACHMENT(S):**

1. Public Hearing Records
2. Excerpt from November 1, 2022 Board Meeting Minutes

**INFORMATION CONTACT:**

Nishith Trivedi, Transportation Director,  
919-245-2007

**PURPOSE:** To approve the 2022 Orange County Transit Plan Public Hearing Records based on federal guidelines for transit service improvements.

**BACKGROUND:** On November 1, 2022, Orange County conducted a public hearing on the 2022 Orange County Transit Plan. The plan was subsequently approved, consisting of transit projects in Orange County. This included operational and capital improvements to fixed routes, demand response and mobility-on-demand services in the County. Federal Regulations 23 CFR 450 and Title VI require public hearing records (Attachments 1 and 2) be approved to support transit service improvements identified in the 2022 Orange County Transit Plan.

The Public Hearing was conducted November 1, 2022, and the 2022 Transit Plan was adopted unanimously. Attachment 2 provides an excerpt from the approved November 1, 2022 Board of County Commissioners minutes documenting the hearing and approval.

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

**SOCIAL JUSTICE IMPACT:** The following Orange County Social Justice Goals are applicable to this 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: ENSURE ECONOMIC SELF-SUFFICIENCY**  
The creation and preservation of infrastructure, policies, programs, and funding necessary for residents to provide shelter, food, clothing and medical care for themselves and their dependents.

**ENVIRONMENTAL IMPACT:** The following Orange County Environmental Goal impact is applicable to this item:

- **CLEAN OR AVOIDED TRANSPORTATION**

Implement programs that monitor and improve local and regional air quality by: 1) promoting public transportation options; 2) decreasing dependence on single-occupancy vehicles, and 3) otherwise minimizing the need for travel.

**RECOMMENDATION(S):** The Manager recommends the Board approve the 2022 Orange County Transit Plan Public Hearing Records.

**UNIFIED GRANT APPLICATION**

**PUBLIC HEARING RECORD**

**Important** – A public hearing **MUST** be conducted whether or not requested by the Public.

**Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

**APPLICANT:** ORANGE COUNTY

**DATE:** November 1, 2022

**PLACE:** Whitted Building, 300 W. Tryon St. Hillsborough, NC

**TIME:** 7:00 P.M.

How many **BOARD MEMBERS** attended the public hearing? 7

How many members of the **PUBLIC** attended the public hearing? 0

**Public Attendance Surveys**

(Attached)

(Offered at Public Hearing but none completed)

I, the undersigned, representing (Legal Name of Applicant) ORANGE COUNTY do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

**During the Public Hearing**

(NO public comments)

(Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: December 13, 2022

\_\_\_\_\_  
Signature or Clerk to the Board

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



**PUBLIC HEARING NOTICE**

**Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

This is to inform the public that a public hearing will be held on the proposed 2022 Orange County Transit Plan on **November 1, 2022** at **7:00 PM** before the **Orange County Board of County Commissioners** (Whitted Building – 300 W. Tryon St – Rm-230, Hillsborough, NC 27278).

Those interested in attending the public hearing and needing either auxiliary aids or services under the Americans with Disabilities Act (ADA) or a language translator should contact **Nishith Trivedi** on or before **November 1, 2022**, at telephone number **919.245.2007** or via email at **ntrivedi@orangecountync.gov**.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in **Orange County** as well as provides transportation options and services for the communities within this service area. These services are currently provided using **fixed routes, ADA paratransit, demand response, and deviated fixed routes**. Services are rendered by **Orange County Public Transportation**.

This application may be inspected at **600 NC Hwy 86 N Hillsborough, NC 27278** from **8am-5pm Mon-Friday**. Written comments should be directed to **ocbooc@orangecountync.gov** *before* 3:00 p.m. on the afternoon of the meeting **November 1, 2022**.

*End of Notice*

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**Note:** **AN ORIGINAL COPY** of the published Public Hearing Notice must be attached to a signed Affidavit of Publication. **Both the Public Hearing Notice and the Affidavit of Publication** must be submitted with the grant application.

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**AVISO DE AUDIENCIA PÚBLICA**

**Sección 5311 (ADTAP), 5310, 5339, 5307 y fondos estatales aplicables, o una combinación de los mismos.**

Esto es para informar al público que se llevará a cabo una audiencia pública sobre la solicitud propuesta Plan de tránsito del condado de Orange 2022 **1 de noviembre de 2022**. La audiencia pública se llevará a cabo ante la **Junta de Comisionados del Condado de Orange** (Whitted Building – 300 W. Tryon St – Rm-230, Hillsborough, NC 27278).

Aquellos interesados en asistir a la audiencia pública y que necesiten ayudas o servicios auxiliares bajo la Ley de Estadounidenses con Discapacidades (ADA) o un traductor de idiomas deben comunicarse con **Nishith Trivedi** en o antes **del 1 de noviembre de 2022**, al número de teléfono **919.245.2007** o por correo electrónico a **ntrivedi@orangecountync.gov**.

El Programa de Transporte Comunitario brinda asistencia para coordinar los programas de transporte existentes que operan en el **Condado de Orange**, así como también proporciona opciones y servicios de transporte para las comunidades dentro de esta área de servicio. Estos servicios se proporcionan actualmente utilizando **rutras fijas, paratransito ADA, respuesta a la demanda y rutras fijas desviadas**. Los servicios son prestados por **el Transporte Público del Condado de Orange**.

Esta solicitud puede ser inspeccionada en **600 NC Hwy 86 N Hillsborough, NC 27278** de **8 a.m. a 5 p.m. de lunes a viernes**. Los comentarios por escrito deben dirigirse a **ocbooc@orangecountync.gov** antes de **las 3:00 p.m.** de la tarde de la reunión **del 1 de noviembre de 2022**.

*Fin del aviso*

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**Nota:** Se debe adjuntar una **COPIA ORIGINAL** del Aviso de Audiencia Pública publicado a una **Declaración Jurada de Publicación** firmada. **Tanto el Aviso de Audiencia Pública como la Declaración Jurada de Publicación** deben presentarse con la solicitud de subvención.

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APPROVED 12/13/22

**MINUTES  
ORANGE COUNTY  
BOARD OF COMMISSIONERS  
BUSINESS MEETING  
November 1, 2022  
7:00 p.m.**

The Orange County Board of Commissioners met for a Business Meeting on Tuesday, November 1, 2022 at 7:00 p.m. at the Whitted Human Services Center in Hillsborough, NC.

**COUNTY COMMISSIONERS PRESENT:** Chair Renee Price, Vice Chair Jamezetta Bedford, and Commissioners Amy Fowler, Sally Greene, Jean Hamilton, Earl McKee, and Anna Richards

**COUNTY COMMISSIONERS ABSENT:** None.

**COUNTY ATTORNEYS PRESENT:** John Roberts

**COUNTY STAFF PRESENT:** County Manager Bonnie Hammersley, Deputy County Manager Travis Myren, and Clerk to the Board Laura Jensen. (All other staff members will be identified appropriately below)

Chair Price called the meeting to order at 7:00 p.m. All commissioners were present.

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

Chair Price proposed removing item 6-a from the agenda for consideration at the November 10<sup>th</sup> work session, and adding a Native American Heritage Month proclamation to the agenda as item 4-b.

A motion was made by Commissioner Greene, seconded by Commissioner Hamilton, to remove item 6-a from the agenda and add item 4-b.

**VOTE: UNANIMOUS**

Chair Price dispensed with reading the public charge.

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

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

There was no one signed up to speak on matters not on the printed agenda.

**b. Matters on the Printed Agenda**

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

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

Commissioner Fowler said she attended the Behavioral Health Task Force meeting last Thursday, where the Orange County Partnership to End Homelessness presented about the connection between homelessness and mental health. She said the Task Force also heard from Alliance on their Network Adequacy Assessment. She said she also wholeheartedly supports Commissioner Richards' request from the last meeting to examine the possibility of providing universal pre-K.

Commissioner Greene said, on behalf of the Broadband Task Force, there is an updated Frequently Asked Questions (FAQ) page on the website that people can refer to. She said it

Commissioner McKee relayed the contents of a phone call he received from a resident about the help they received from Corey Root and other housing staff. He said the resident was in a dire situation and was very complimentary of staff, and was extremely grateful for the help they received and the outcome in preventing their house from becoming uninhabitable.

Chair Price thanked Corey Root for the work she has done, especially throughout the pandemic and keeping people in their homes.

### c. 2022 Orange County Transit Plan Update – Public Hearing

The Board held a public hearing, received the Policy Steering Committee, Staff Working Group, and Orange Unified Transportation Board recommendations, closed the public hearing, and considered taking action on the 2022 Orange County Transit Plan (OCTP) Update.

**BACKGROUND:** In 2012, the Orange County Board of Commissioners along with the Durham-Chapel Hill Carrboro Metropolitan Planning Organization (DCHC MPO) and GoTriangle adopted the first Orange County Transit Plan. This Plan was funded using a newly-adopted Article 43 Half-Cent Sales Tax, and it included investments in new and expanded bus service and new capital infrastructure projects such as the Chapel Hill North-South Bus Rapid Transit Project, the Hillsborough Train Station, and the Durham-Orange Light Rail Transit (DO LRT) Project. The Plan was updated in 2017 to meet federal requirements associated with the DO LRT Project.

In March 2019, the DO LRT Project was discontinued. This project was central to the Transit Plan as the Plan's primary investment, representing a critical partnership between Durham and Orange counties, and serving as the transit infrastructure around which other transit services and growth strategies were planned. In response to the discontinuation of the DO LRT project, Orange County staff began the process of creating a draft framework to create a new Orange County Transit Plan that prioritizes investments, funds service improvements, and improves the resiliency of the public transit network.

At its November 17, 2019 meeting, the Orange County Board of Commissioners approved the planning framework for updating the Orange County Transit Plan. The framework included a Policy Steering Committee (PSC) composed of two (2) Commissioners serving as Co-Chairs, and one representative each from Chapel Hill, Carrboro, Hillsborough, and Mebane to lead the process. The County and/or municipal appointees are intended to represent the interests of GoTriangle and DCHC MPO.

The PSC is supported by a staff team led by County staff and including staff representatives from the aforementioned municipal jurisdictions, as well as DCHC MPO, Triangle J Council of Governments (TJCOG), the Triangle Area Rural Planning Organization (TARPO), and the University of North Carolina at Chapel Hill (UNC).

In January 2020, Orange County Planning staff began work with Renaissance Planning, Inc., the consulting firm chosen to update the Orange County Transit Plan. Over the past two years, Planning staff and the consulting team have established key project deliverables and the timetable for their delivery, defined the scope of the consulting work, established a project website ([www.octransit2020.com](http://www.octransit2020.com)), created the public participation and outreach plans, and conducted regular meetings with the PSC, transit service providers, and key stakeholders with updates on the plan's progress. Both the PSC and the staff team provided direction and guidance to the consulting firm whose tasks included analyzing data, facilitating public input processes, soliciting feedback from specific stakeholders, and drafting the Transit Plan. The new Plan is intended to outline transit investment priorities through 2040.

Following is a list of key process milestones carried out by the Renaissance, PSC, transit service providers and staff teams:

- Bi-monthly staff meetings with progress updates for the PSC during the 2020 calendar year (May 2020)
- Completed the Transit Choices Brochure (TCB), a visual document that illustrates the concepts and continuums of transit planning, and the Regional Connections Opportunity (RCO) Report, a technical assessment of key issues and opportunities for effective transit service (July 2020)
- Held the first Transit Summit over the Zoom platform and documented key themes from the summit discussions and first public survey (October 2020)
- Developed draft versions of conceptual scenarios and graphics with an accompanying memo (January 2021)
- Held recurring monthly PSC meetings over Zoom with updates for first half of 2021 (January 2021 – June 2021)
- Received final versions of conceptual scenarios and graphics with an accompanying memo (May 2021)
- Held an in-person Transit Summit for PSC members to discuss core values and visions for the fiscally-constrained plan and learned of aspirational future projects (July 2021)
- Received draft recommended network and plan as well as draft conceptual vision map for transit service provider feedback and scheduling of future PSC meetings (October 2021)
- Held PSC Work Session #1 to look at the final recommended network and conceptual vision map with goal of beginning round 2 of public outreach (January 2022)
- Created public outreach opportunities with a second round of surveying (over 1,000 surveys were collected) and two focus groups (held on February 8<sup>th</sup> and February 16<sup>th</sup>) that included local stakeholders (February 2022)
- Held PSC Work Session #2 to look at the feedback received from public outreach and assess the draft network, which resulted in a request to provide check-in presentations to the local elected boards (March 2022)
- OUTBoard received a presentation on the draft Transit Plan Update (April 2022)
- **Orange County BOCC received a presentation from its consultant on the draft Transit Plan Update (April 2022).** *The projects and service improvements included in the draft received by the BOCC last April are the same as those included in the final Draft plan for current consideration by the BOCC along with a recommendation to add funding to the Chapel Hill North-South Bus Rapid Transit Project to facilitate the project's application for eighty percent (80%) federal funding.*
- Held PSC Work Session #3 to present a final draft of the plan updated with feedback from the transit service providers, the local elected boards and the PSC (May 2022)
- Consultant delivered final report (including appendices) to Orange County Planning Staff in preparation for fall 2022 adoption timeline (August 2022)

The complete 2022 Orange County Transit Plan Update, including Appendix, as well as the 2017 Orange County Transit Plan, can be downloaded via the following link:

<https://www.orangecountync.gov/DocumentCenter/View/21099/2022-Orange-County-Transit-Plan-Update?bidId=>

Policy Steering Committee (PSC) Recommendation: At its May 20, 2022 meeting, the PSC recommended the draft 2020 Orange County Transit Plan Update for consideration by the adopting parties, beginning with Orange County, and as outlined below. The PSC also met on October 14, 2022 to consider and provide a recommendation specific to Chapel Hill Transit's

request to add additional funding for the North-South Bus Rapid Transit (N-S BRT) project. The PSC recommended using a portion of accumulated End of Year Fund Balance to add \$15M, over 20-years, beginning in FY 2027 and to reflect the additional funding in the Transit Plan Update. Attachment 2 is a revised financial summary that incorporates the additional funding through FY 2040.

Orange County Transit Plan Staff Working Group (SWG) Recommendation: At its October 19, 2022 meeting, the SWG unanimously recommended adoption of the draft 2022 Transit Plan Update by all parties and to include the additional funding for N-S BRT, consistent with the recommendation provided by the PSC.

OUTBoard Recommendation: At its October 19, 2022 meeting, the OUTBoard unanimously recommended BOCC adoption of the draft 2022 Transit Plan Update to include the additional funding for N-S BRT, consistent with the recommendation provided by the PSC.

Adoption Process and Next Steps:

Orange County:

- PSC recommendations (5/20/22 & 10/14/22, *Complete*)
- SWG recommendation (10/19/22, *Complete*)
- OUTBoard Recommendation (10/19/22, *Complete*)
- **BOCC Public Hearing and possible action (11/1/22)**
- BOCC agenda item, if needed for action (11/15/22)

DCHC MPO:

- Technical Committee recommendation to release draft for public comment (9/28/22) (*Complete*)
- Board consideration to release draft for public comment (10/12/22) (*Complete*)
- Technical Committee recommendation (11/16/22)
- Board adoption consideration (12/14/22)

GoTriangle:

- Planning and Land Use Committee recommendation (TBD)
- Board adoption consideration (TBD)

Tom Altieri, Comprehensive Planning Supervisor, introduced members of staff in the audience and Scudder Wag with Jarrett Walker + Associates. He said that Scudder Wag was a member of the renaissance team that helped develop the plan.

Scudder Wag said that it has been a pleasure to work with Orange County staff to help the Board chart a new path forward for their new transit plan. He said that this is an excellent plan for the Board to invest in.

Tom Altieri gave the following PowerPoint presentation:

Slide #1

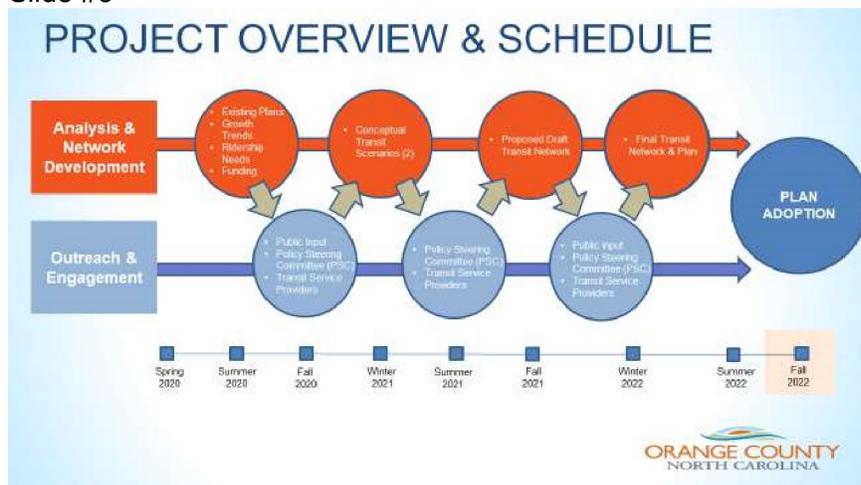


Tom Altieri said this project started after the light rail project was terminated. He noted the members of the policy steering committee.

Slide #2



Slide #3



Tom Altieri said outreach was conducted in two phases. He said that they interfaced with the public and the policy steering committee throughout the analysis and network development plan.

#### Slide #4

### TRANSIT PLAN UPDATE: WHAT'S INCLUDED?

- **Programmed projects are carried over:** capital investments and service improvements in previously adopted transit plans (2012, 2017) excluding LRT
- **New projects:** capital investments and service improvements) funded with unallocated transit tax revenues



#### Slide #5

### ENGAGEMENT

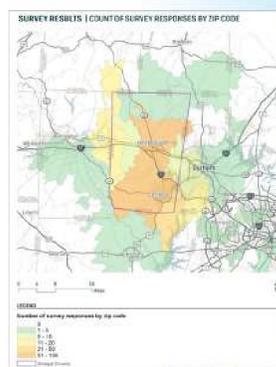
#### TWO PHASES

##### Phase 1 (Fall 2020)

- Goal - Identify Needs & Priorities
- Methods: Virtual Transit Summit, online survey

##### Phase 2 (Winter/Spring 2022)

- Goal - Vet Proposed Projects
- Methods: Virtual focus groups, online survey, pop ups at transit stops



Tom Altieri said that the survey results supported the plan. He said more information on the outreach that was conducted is available on the website. He said the majority of the responses came from the southern and central areas of the county.

#### Slide #6

### PROJECTS: SELECTION

How were projects selected? Those that could be:

- Funded using projected transit tax revenues
- GoTriangle financial model forecasts were used to determine available future revenues
- Already-programmed capital and service improvements are included in expenses



Tom Altieri said this is really an update of existing plans rather than an entirely new plan.

Slide #7

### PROJECTS: SELECTION (Cont.)

For each potential project, we considered:

1. Is the project identified as an **unfunded or emerging priority** by transit service providers?
2. Does the improvement **meet needs expressed by public**?
3. Does the improvement **reflect values identified by PSC?** *Equity, environmental sustainability, economic prosperity, affordable and attainable quality of life, transportation and access for all*
4. Does the project **support the conceptual transit vision or fill a regional connectivity gap**?



Slide #8

### PROPOSED PROJECTS (Operations)

IDENTIFIER	PROJECT	BRIEF DESCRIPTION
O-1	 CW Route	Run 30-minute service all day
O-2	 HS Route	Add weekend service that runs every 70 minutes
O-3	 NS Route	Improve peak frequency to every 6 minutes; provide Saturday service to 11 PM and Sunday service to 9 PM
O-4	 OCPT MOD	Run service 2 days per week, per zone
O-5	 US 15-501 Projects	<ul style="list-style-type: none"> <li>• GoTriangle route 400/405 consolidation and midday frequency improvements</li> <li>• CHT D route extension to Patterson Place</li> <li>• CHT J route peak and midday frequency improvements</li> </ul>



Tom Altieri said that these are five new or expanded bus routes that are included in the plan.

Slide #9

### PROPOSED PROJECTS (Capital)

IDENTIFIER	PROJECT	BRIEF DESCRIPTION
C-1	Stop and transfer improvements, US 15-501/ Fordham Blvd. and Ephesus Church Rd.	Improved stops and pedestrian crossing improvements supporting transfers between the D, F, and 400 routes
C-2	Speed and reliability improvements, US 15-501/ Fordham Blvd. and Manning Dr.	Queue jump lane and shoulder running bus lane improvements on US 15-501/ Fordham Blvd. and Manning Dr. supporting improvements to the D and 400 routes



Slide #10

**North-South Bus Rapid Transit (NSBRT) -**  
*A Capital Project in Existing (2017) Transit Plan*

- Increase transit system capacity (currently operating close to maximum)
- Provide a sustainable, scalable public transit option
- Connect to regional transit systems and destinations
- Support transit-oriented land uses and development
- Enhance the community's multimodal network (multiuse path included with project)

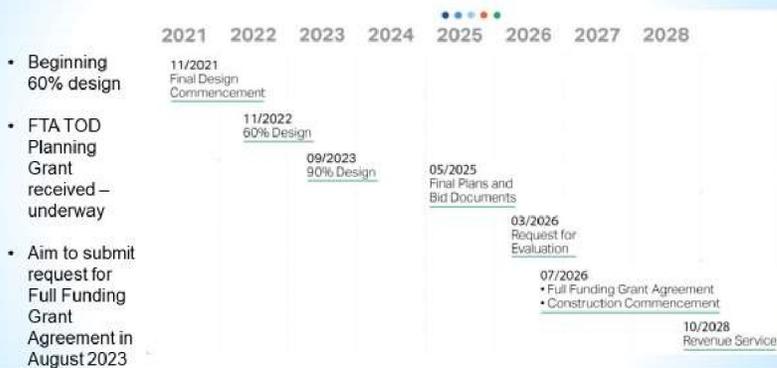


To Learn More: [nsbirt.org/](http://nsbirt.org/)

Tom Altieri said that NSBRT will provide access from Eubanks Road to Southern Village.

Slide #11

**N-S BRT CURRENT STATUS & NEXT STEPS**



Tom Altieri said that they expect 90% of the design to be completed by September of next year.

Slide #12

**ADDITIONAL FUNDING FOR NORTH-SOUTH BUS RAPID TRANSIT (N-S BRT) PROJECT**

- Proposal brought forward by Chapel Hill Transit (CHT) staff after the final draft Transit Plan Update was prepared
- Request for additional \$15M, over 20-years, beginning in FY '27
- Needed for CHT to submit a Full Funding Grant Agreement (FFGA) request to Federal Transit Administration (August 2023)
- CHT will continue to pursue State funding and other grant sources to reduce need from OC Transit Plan. OC Transit Plan is to be funding of last resort.
- Approved (Oct 14) by Policy Steering Committee and to be considered by BOCC as part of Transit Plan Update



Slide #13

## Next Generation Transit Vision

A long-term, conceptual vision for transit service and investments in Orange County.



Tom Altieri said that this map is on page 69 of the plan and provides a long-term conceptual vision of the county's transit service and investments. He said the blue dotted line that connects multiple counties depicts expanded commuter rail. He said that the dash line heading south into Chatham is for express bus service connecting those areas.

Slide #14

## TRANSIT PLAN UPDATE CONSIDERATION & ADOPTION PROCESS

Orange County:

- Policy Steering Committee (PSC) Recommendations (5/20/22 & 10/14/22, *Complete*)
- Staff Working Group (SWG) Recommendation (10/19/22, *Complete*)
- OUTBoard Recommendation (10/19/22)
- **BOCC public hearing and possible action** (11/1/22)
- BOCC agenda item, if needed for action (11/15/22)

DCHC MPO:

- Technical Committee recommendation to release draft for public comment (9/28/22, *Complete*)
- Board consideration to release draft for public comment (10/12/22, *Complete*)
- Technical Committee recommendation (11/16/22)
- Board adoption consideration (12/14/22)

GoTriangle:

- Planning and Land Use Committee recommendation (TBD)
- Board adoption consideration (TBD)



## Slide #15

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

1. Receive the proposed 2022 Orange County Transit Plan Update;
2. Conduct the public hearing and accept recommendations and public comment(s);
3. Close the public hearing;
4. Deliberate as desired; and
5. Consider taking action on the 2022 Orange County Transit Plan Update ([Attachment 1](#)) to include the financial changes ([Attachment 2](#)) needed to fund N-S BRT and, if adopting, authorize Chair's signature on page "ii" of the Plan.



Chair Price thanked Tom for his presentation.

Commissioner McKee said that the timing on the BRT from Chapel Hill to Durham appears to be around 2050.

Tom said that initial funding would start in 2027 and extend until 2046.

Commissioner McKee asked if he's correct that once the NSBRT is approved, there would be more focus on moving forward the 15-501 corridor faster. He said something does need to be in place with the light rail failure. He asked if there is any thought on how to move that forward in a more timely manner.

Tom Altieri said part of the funding landscape for that project requires some revenue buildup in the plan. He said that it would not be expected to go online given the current schedule until FY29. He said Chapel Hill Transit staff are in the audience and can take back the message that there is interest in moving this forward quicker.

Commissioner Bedford said there was also a study from Ephesus Church Rd. to 15-501 to the Durham County line that was rejected. She asked for the status on that project.

Aaron Cain from the DCHC MPO said they are looking at options to consider for that corridor again and will be going out in the next few months for some consultant services.

Commissioner Bedford said so something will be done before 2050.

Aaron Cain said there will be incremental improvements to the corridor prior to going to a full BRT program.

Commissioner McKee said this is a critical corridor to develop out and he appreciates that even though he was against the light rail project.

Aaron Cain said that 2050 comes from the Metropolitan Transportation Plan and that is done in ten-year increments, but it will be completed before 2050.

Commissioner McKee said he wanted to clarify that because someone reading this document may wonder why it will take that long.

Commissioner Greene said Commissioner McKee's question is right along with what the Policy Steering Committee had in mind. She said that they want to do both expansion of services and bringing on BRT as quickly as it can be done affordably. She thanked Tom for his work and recognized Carolyn Dwyer. She said the Policy Steering Committee had to push to make sure the next generation transit plan was a part of the Plan.

Commissioner Bedford said one of the things the committee did was look at governance. She said one of the issues is the staff working group. She said they heard there was concern about making changes to add voting members from the towns.

Tom Altieri said this is a subsequent item on the agenda tonight.

Chair Price asked about Mobility on Demand. She said it was originally Friday and Saturday only.

Tom Altieri said the county is divided into three zones and services will be expanded for two days in each of the three zones. He said it is now operating on two days a week in a smaller service area.

Chair Price asked if it will continue to run on weekends or if it will extend to weekdays as well.

Tom Altieri said he was unsure that the level of detail regarding actual days had been determined yet.

Nish Trivedi said drivers are needed to expand the service.

Chair Price said they still need transit in the rural areas during the week. She said they have also been using it to go to the movies. She said they are looking for bus drivers.

A motion was made by Commissioner Richards, seconded by Commissioner Hamilton, to open the public hearing.

**VOTE: UNANIMOUS**

There was no one signed up to speak for the public hearing.

A motion was made by Commissioner McKee, seconded by Commissioner Hamilton, to close the public hearing.

**VOTE: UNANIMOUS**

A motion was made by Commissioner Greene, seconded by Commissioner Fowler, to approve the 2022 Orange County Transit Plan Update and authorize the Chair to sign the Plan.

**VOTE: UNANIMOUS**

**6. Regular Agenda**

**a. Food Council Memorandum of Understanding Agreement Renewal**

At the beginning of the meeting, the Board voted to delay this item for consideration at the November 10, 2022 work session.

**b. Durham & Orange Transit Plan Governance Study – Interlocal Agreement Between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, and Research Triangle Regional Public Transportation Authority**

The Board considered adoption of the Orange County Transit Plan Interlocal Agreement (ILA).

**BACKGROUND:** In the early 2010's, Orange County approved a county-wide transit plan, which included a joint recommendation for the development of the Durham-Orange Light Rail Transit (DO LRT) project. In 2013, an interlocal agreement (ILA) was developed and approved by the Orange County Board of County Commissioners (BOCC), the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) Board and the GoTriangle Board of Trustees. Upon the discontinuation of the DO LRT project, it was realized that a new governance framework (aka ILA) was necessary to guide the implementation of future County transit plans.

Project goals include:

- Creation of a clear, operationally efficient governance structure that ensures that Orange County priorities are funded and implemented with the County transit taxes and fees.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

**SUBJECT:** Orange Unified Transportation Board – Approval of Youth Delegate Position

**DEPARTMENT:** Orange County Transportation Services (OCTS)

**ATTACHMENT(S):**

1. OUTBoard Youth Delegate Request
2. Amended OUTBoard Policies and Procedure

**INFORMATION CONTACT:**

Nishith Trivedi, Transportation Director,  
919-245-2007

**PURPOSE:** To approve an amendment to the Orange Unified Transportation Board (OUTBoard) Policies and Procedures to establish a non-voting Youth Delegate position on the OUTBoard.

**BACKGROUND:** Orange County Transportation Services (OCTS) is in the process of updating the Orange County Safe Routes to School Plan, in coordination and collaboration with the Orange County Schools. The Plan was originally approved by the BOCC in 2014. As part of the update process, the OUTBoard requested a non-voting Youth Delegate on the County's transportation advisory board. A similar youth position serves on the Orange County Parks and Recreation Council (PRC), through the Department of Environment, Agriculture, Parks and Recreation (DEAPR).

OCTS staff reviewed the process DEAPR utilized to establish the PRC Youth Delegate position. The OUTBoard requests (Attachment 1) a Youth Delegate position be permanently established by an amendment to the member section of the OUTBoard's Policies and Procedures (Attachment 2) to include a non-voting Youth Delegate. This addition will add a voice for the youth to the County's transportation advisory board that will be carried onto the BOCC.

**Transportation Advisory Services (TAS) Action – January 11, 2024**

TAS unanimously recommended approval.

**Orange Unified Transportation Board (OUTBoard) Action – January 8, 2024**

The OUTBoard unanimously recommended approval.

**FINANCIAL IMPACT:** There is no financial impact to the County.

**SOCIAL JUSTICE IMPACT:** The following Orange County Social Justice Goals are applicable to this 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: ENSURE ECONOMIC SELF-SUFFICIENCY**

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

**ENVIRONMENTAL IMPACT:** The following Orange County Environmental Goal impact is applicable to this item:

- **CLEAN OR AVOIDED TRANSPORTATION**

Implement programs that monitor and improve local and regional air quality by: 1) promoting public transportation options; 2) decreasing dependence on single-occupancy vehicles, and 3) otherwise minimizing the need for travel.

**RECOMMENDATION(S):** The Manager recommends that the Board approve the amendment to the member section of the OUTBoard's Policies and Procedures (Attachment 2) to include a non-voting Youth Delegate position on the OUTBoard.



**ORANGE COUNTY GOVERNMENT**  
**TRANSPORTATION SERVICES DEPARTMENT**



**MEMORANDUM**

**TO:** Orange County Board of County Commissioners  
**FROM:** Orange Unified Transportation Board  
**DATE:** January 16, 2024  
**SUBJECT:** Orange Unified Transportation Board Youth Delegate

At its January meetings, the Orange Unified Transportation Board (OUTBoard) discussed the value in having a non-voting “youth delegate” member on the County’s public transportation advisory board.

Orange County Transportation Services followed the same process as Parks and Recreation Council Youth Delegate position. The position would require an amendment to the Code of Ordinances (Article 26) to be approved by the Board of Commissioners

OCTS staff, Transportation Advisory Board and the OUTBoard recommends a non-voting position be made available and held by an Orange County resident youth (13 to 17 years of age) who has an interest in a multimodal transportation network in Orange County.

OUTBoard requests this youth delegate be a permanent position through the update of the OUTBoard Policies and Procedures, membership section with the following addition:

- One non-voting youth delegate between the ages 13 and 17 will be appointed to serve annually.

The addition of a youth delegate member position to the OUTBoard would bring valuable insight to decisions relating to the future of the County’s transportation network, from one of the most vulnerable users of the multimodal system.

Please forward any questions, comments or concerns to OCTS Transportation Director Nishith Trivedi at [ntrivedi@orangecountync.gov](mailto:ntrivedi@orangecountync.gov).

## **Orange Unified Transportation (OUT) BOARD POLICIES AND PROCEDURES**

### **SECTION I: SCOPE**

#### **A. Purpose**

1. To establish a policy and procedures whereby the Orange County Board of Commissioners will establish the specific policies and procedures governing the Orange Unified Transportation (OUT) Board.
2. The Orange County Board of Commissioners may appoint an advisory board whose duty is to serve in an advisory capacity in regards to planning and programming transportation infrastructure improvements and other County transportation planning initiatives, as determined by the Board of Commissioners.

#### **B. Authority**

1. North Carolina General Statute 153A-76 grants boards of county commissioners the authority to establish advisory boards.
2. The Orange County Advisory Board Policy serves as the underlying policy document to which the OUT Board, in addition to this policy and procedure document, is subject. The Orange County Advisory Board Policy is attached hereto as "Exhibit A".
3. In the event that there is a conflict between the Orange County Advisory Board Policy and this Policies and Procedures document this Policies and Procedures document shall control.

#### **C. Charge**

1. The OUT Board is charged with advising the Board of County Commissioners on the planning and programming of transportation infrastructure improvements and other County transportation planning initiatives, as directed by the Board.
2. Upon request, OUT Board may advise other boards regarding transportation.

### **SECTION II: GOALS AND OBJECTIVES**

#### **A. Goals**

The Transportation Element of the 2030 Comprehensive Plan includes the County's goals for transportation planning and provides guidance for the OUT Board, Planning Board, Board of County Commissioners, and staff.

#### **B. Objectives**

The OUT Board shall:

1. Identify and provide prioritization recommendations on the County's roadway, transit, bicycle, and pedestrian needs.
2. Assist in development and review of updates to the Transportation Element of the Comprehensive Plan.

3. Provide recommendations to the Board regarding Federal and State legislation affecting transportation in Orange County.
4. Provide recommendations on innovative techniques and methods to improve the efficiency and capacity of existing and future transportation systems.
5. Carry out special projects as assigned by the Board of Commissioners.
6. Serve as an advisory body to the Administrative Staff of the Orange Public Transit (OPT) System. The roles of assistance may include but are not limited to being:
  - a. A forum to discuss relevant issues related to public transportation;
  - b. An advocate in promoting new or expanded transit services;
  - c. Sounding board on program operations, goal setting and monitoring;
  - d. As a guardian of passenger rights for the general public and special targeted populations; and
  - e. When directed by the BOCC, recommends NCDOT grants, contracts, and studies that affect the current or future service levels of public transportation in Orange County.

### SECTION III: MEMBERSHIP

#### A. Authority

1. North Carolina General Statute 153A-76 grants boards of county commissioners the authority to establish advisory boards and to appoint members to and remove members from those advisory boards. In acting on this authority the Orange County Board of Commissioners hereby establishes certain general conditions to which applicants and members of advisory boards should conform.

#### B. Composition

1. The OUT Board is composed of twelve (12) voting members, including one from each township, if possible.
2. **One non-voting youth delegate between the ages 13 and 17 will be appointed to serve annually.**
3. Members shall represent diverse demographic, geographic, cultural and professional characteristics

#### C. Attendance

1. Meeting attendance will be in accordance with Section III, H of the County Commissioners Advisory Board Policy.
2. Members are encouraged to attend in-person. Remote options will be available to voting members upon request.

### SECTION IV. MEETINGS

#### A. Staffing

1. Orange County staff may serve a support function to the OUT Board upon the approval of the Orange County Manager.

B. Agendas

1. Items for agendas shall be approved by the OUT Board Chair and Orange County staff.

C. Date, Time, and Location of Regular Meetings

1. Regular meetings of the OUT Board shall be held as needed to address items that require Board action consistent with its Charge and Duties identified herein.
2. Meetings are held on the third Monday of the month at 6:30 pm. The meeting will be held the second Monday of the month, in the event of Holiday. The start time and location of the meeting shall be included on the agenda and shall typically be at:

West Campus Office Building  
131 West Margaret lane  
Hillsborough, NC 27278

3. The OUTBoard Chair, in consultation with staff, shall have the authority to change the start time and location of a regular meeting to meet any special circumstances, provided the information is included on the distributed agenda.

## SECTION V. ORIENTATION

- A. Each member shall attend an orientation presented by the Orange County Transportation Services Department to familiarize the advisory board members with the operation of County government,
- B. Each voting member will be encouraged to complete the orientation within six weeks of his or her appointment.

## SECTION VI. BY-LAWS

A. By-Laws

1. Any Bylaws adopted by the OUT Board are void and no further bylaws shall be adopted. Procedure shall be governed solely by this policy document and the General Advisory Board Policy Document.
2. Should the OUT Board determine modifications to policies and procedures are necessary, the OUT Board may petition the Board of County Commissioners for such modifications.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

**SUBJECT:** Resolution of Approval – Terry Road Farm, LLC Conservation Easement

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

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**ATTACHMENT(S):**

1. Resolution of Approval
2. Location Map
3. Site Map
4. Draft Conservation Easement

**INFORMATION CONTACT:**

David Stancil, 245-2510  
Christian Hirni, 245-2514

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**PURPOSE:** To adopt a resolution to approve the joint acceptance and purchase of a conservation easement for Terry Road Farm, LLC property by Orange County and Triangle Land Conservancy.

**BACKGROUND:** The acquisition of conservation easements to protect important natural and cultural resource lands in Orange County is a longstanding goal of the Board of Commissioners, and a priority of the Lands Legacy program. Since 2001, the County has partnered with landowners and other entities to protect 2,850 acres of significant natural areas and prime farmland with permanent conservation easements, leveraging well over \$3 million in outside funding and grants toward these easements.

Triangle Land Conservancy (TLC) staff contacted DEAPR staff in 2023 with interest in the joint holding of a farmland conservation easement by TLC and the County for a 50-acre tract in the Little River watershed and Little River Township. This project was being pursued in the spirit of TLC's new Good Grounds Initiative, a program to address historic racial inequities in farmland ownership. After the sale and closing on the easement, the landowner will sell the property to the farmer (a person of color who is currently leasing the farm) at a discounted price, based on the sale of the easement value.

The property has just over 1,500 feet of stream frontage on the South Fork of the Little River, part of the water supply for the City of Durham and ultimately, via Falls Lake, the City of Raleigh. The property also directly abuts the 170-acre Reimer Nature Preserve owned and managed by TLC. Access to the property would be through the adjoining TLC preserve.

The tract is almost evenly split between active agriculture and a forested buffer along the creek (50% forest, 50% agricultural fields). The open areas (23 acres) are currently utilized for a typical Piedmont farm rotation of corn and soybeans. The remaining forested areas provide a valuable

buffer to the adjacent Reimer Nature Preserve and a hardwood buffer to the South Fork of the Little River. Portions of the open areas within 100 feet of the river will be converted into perennial ground cover and eventually forested to further protect the water quality and reduce erosion and sedimentation. Within the easement language, there will be an allowance of two additional subdivisions, specifically for the purpose of allowing TLC to acquire the forested areas and stream buffers adjacent to its existing property, and expand the Reimer Nature Preserve by an additional 15 acres.

This property ranks in the medium-high to high protection categories via the County's farmland conservation ranking criteria. These factors, in addition to the forested buffer to a major water supply watershed river and adjacency to existing protected lands, provide significant conservation values for the site. An added social value would be achieved by the ownership change which would enable a new farmer/landowner from historically underserved communities. The requested 25% County contribution (\$60,000) of the estimated \$247,300 budget will help expand the conserved working lands in the Little River watershed.

The Board approved the County's participation in this project with action at the December 12, 2023 Business meeting. A resolution to accept the easement is provided herein.

**FINANCIAL IMPACT:** The total costs of the conservation easement is \$247,300, including closing and transactional costs. The requested County contribution is for \$60,000, or 25% of the total.

The purchase price for the conservation easement is \$225,000, which was determined by an appraisal. Additional costs, including closing and transactional costs, bring the estimated total at closing to \$247,300.

Triangle Land Conservancy has secured grants totaling \$181,200 of the amount. The breakdown of the funding sources is:

City of Durham	\$ 171,200 (69%)
Orange County (Lands Legacy)	\$ 60,000 (24%)
City of Raleigh	\$ 10,000 (4%)
TLC	\$ 6,100 (3%)
	<u>\$247,300 (acquisition + transaction)</u>

Funds for the easement purchase would come from City of Durham (\$168,000 purchase price plus \$3,000 for legal and closing costs), Orange County (\$57,000 purchase price plus \$3,000 for legal and closing costs), City of Raleigh (\$10,000 for stewardship endowment), and Triangle Land Conservancy (\$6,100 for closing costs).

The County's share of funds (\$60,000) would come from existing funds budgeted and approved for the Lands Legacy Program (Land Legacy Fund). Funds would not be transferred until the easement transaction has occurred. The conservation easement will be completed in spring of 2024, with a closing and recordation of the document expected to occur shortly thereafter.

The Terry Road Farm property is enrolled in the Present Use Value taxation program, so the conservation easement would not lessen the amount of property taxes paid to the County.

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

- **GOAL: ESTABLISH SUSTAINABLE AND EQUITABLE LAND-USE AND ENVIRONMENTAL POLICIES**

The fair treatment and meaningful involvement of people of all races, cultures, incomes and educational levels with respect to the development and enforcement of environmental laws, regulations, policies, and decisions. Fair treatment means that no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.

**ENVIRONMENTAL IMPACT:** The following Orange County Environmental Responsibility Goal impact is applicable to this item:

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

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

The easement will provide a permanent protected natural and agricultural buffer from related developed land to the east and south. The easement will also protect a vital watershed which leads to a primary drinking water source for the City of Durham and City of Raleigh.

**RECOMMENDATION(S):** The Manager recommends that the Board approve and authorize the Chair to sign the resolution approving the acceptance by Orange County of the conservation easement, and authorize the Chair and the Clerk to sign the conservation easement agreement, subject to final review by staff and County Attorney, with a closing and recordation of the document expected to occur on or about March 30, 2024.

**ORANGE COUNTY BOARD OF COMMISSIONERS  
RESOLUTION**

**Approval of Conservation Easement  
between  
Orange County and the Triangle Land Conservancy  
and  
Terry Road Farm, LLC**

**WHEREAS**, Orange County has adopted goals that promote the preservation of natural areas, wildlife habitat, prime farmland, and open space in the county; and

**WHEREAS**, Orange County established the Lands Legacy Program for the purpose of protecting the most significant natural and cultural resources through partnerships with landowners and other conservation entities; and

**WHEREAS**, one component of the Lands Legacy Program is the acquisition of conservation easements on prime farmland within water supply watersheds; and

**WHEREAS**, the Terry Road Farm, LLC property includes approximately 50 acres in the Little River Protected watershed, consisting of a majority of prime agricultural soils, and includes just over 1,500 feet of stream frontage on the South Fork of the Little River, part of the water supply for the City of Durham and ultimately, via Falls Lake, the City of Raleigh. The property also directly abuts the 170-acre Reimer Nature Preserve owned and managed by Triangle Land Conservancy (TLC). Access to the property would be through the adjoining TLC owned lands, and allowance of two subdivisions specifically for the acquisition and expansion of the TLC Reserve; and

**WHEREAS**, the owners of the Terry Road Farm, LLC, wish to grant a permanent conservation easement to Orange County and the Triangle Land Conservancy, which will protect the farmland, prime open space, and riparian corridors that exist on the property; and

**WHEREAS**, a conservation easement on this approximately 50 acres would ensure the preservation of this open space and stream buffers for future generations and help compensate the owner for this long-term commitment;

**NOW, THEREFORE, BE IT RESOLVED** that the Orange County Board of Commissioners does hereby 1) accept on behalf of Orange County the conservation easement for land owned by Terry Road Farm, LLC; 2) approve the execution of this conservation easement agreement with Terry Road Farm, LLC, in accordance with the terms of the proposed easement agreement, subject to final review by staff and the County Attorney; 3) authorize the Chair and the Clerk to sign the easement agreement on behalf of the Board, with a closing to occur on or about March 30, 2024; and 4) authorize County staff to sign any and all closing documents upon consultation with the County Attorney.

**BE IT FURTHER RESOLVED** that the Board thanks Terry Road Farm, LLC, for their civic-minded granting of this conservation easement through the Lands Legacy Program.

This the 16<sup>th</sup> day of January, 2024.

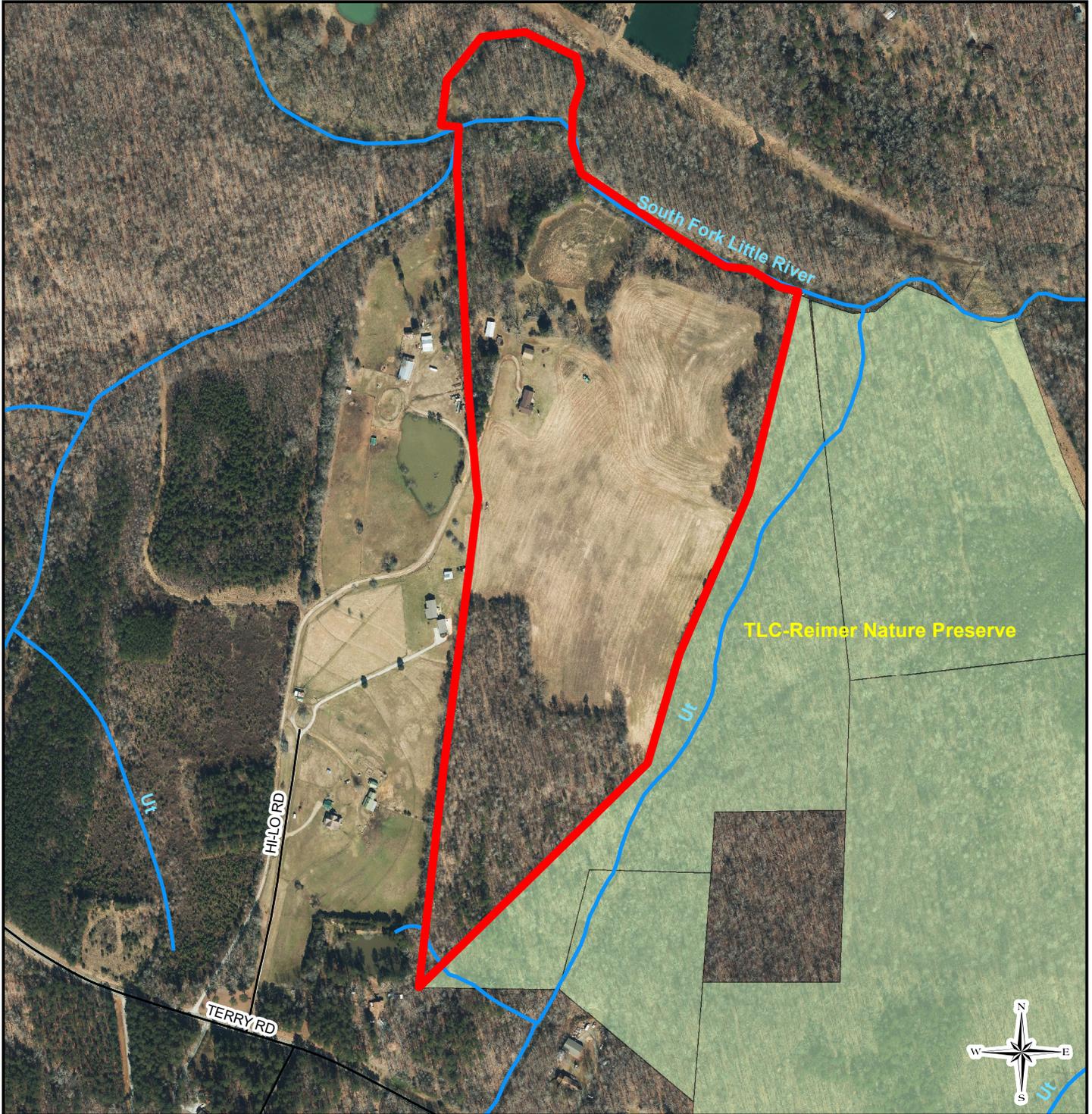
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Jamezetta Bedford, Chair  
Orange County Board of Commissioners

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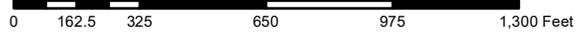
Laura Jensen, Clerk to the Board

# Terry Road Farm LLC- Aerial Map



**Tract Information:**

Landowner: Terry Road Farm  
 Lat: 36° 08.42"  
 Long: 78° 58.92"  
 Date: 11/21/2023  
 Image: 2021 Aerial Photo  
 Created By: Christian Hirni  
 Acres: 50

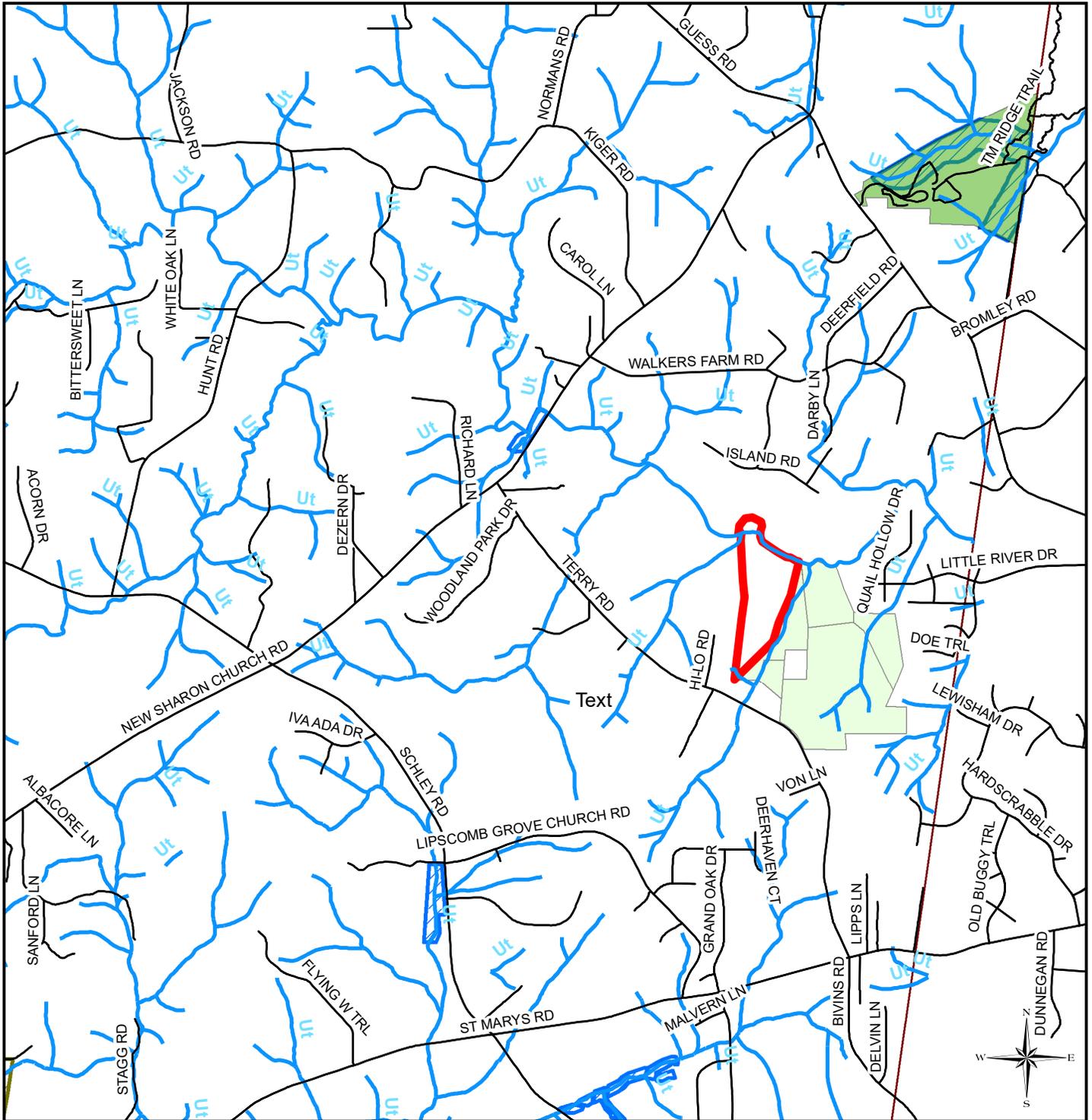


Department of Environment,  
 Agriculture, Parks & Recreation

**Legend**

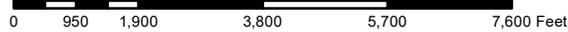
- Roads
- Tract Boundary
- Streams
- Open Space- Other

# Terry Road Farm LLC- Context Map



**Tract Information:**

**Landowner: Terry Road Farm**  
**Lat: 36' 08.42"**  
**Long: 78' 58.92"**  
**Date: 11/21/2023**  
**Image: 2021 Aerial Photo**  
**Created By: Christian Hirni**  
**Acres: 50**



Department of Environment,  
 Agriculture, Parks & Recreation

**Legend**

	Roads
	Streams
	Tract Boundary
	County Open Space
	Open Space- Other
	County Held Easement
	Conservation Easements- Other



Prepared by Kennon Craver, PLLC (WAA)  
Return to Grantee, 514 S Duke St, Durham, NC 27701

Excise Tax: \$ \_\_\_\_\_

**NORTH CAROLINA  
ORANGE COUNTY**

**PIN: 0806-59-4973**

### **DEED OF CONSERVATION EASEMENT**

This Deed of Conservation Easement (hereinafter “Conservation Easement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Terry Road Farm, LLC, a North Carolina limited liability company whose address is 301 Fayetteville St., Unit 3114, Raleigh, NC 27610 (“Grantor”) and Triangle Land Conservancy, a North Carolina nonprofit corporation (“TLC”), whose address is 520 S Duke Street, Durham, NC 27701, and County of Orange, North Carolina, a North Carolina body politic (the “County”, and collectively with TLC, the “Grantee”), whose address is having an address of Post Office Box 8181, Hillsborough, NC 27278.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neutral pronouns as required by context.

### **RECITALS**

A. Grantor is the sole owner in fee simple of that property (the “Property”) legally described in **Exhibit A**, attached hereto and incorporated by this reference, which consists of one tax parcel located in Orange County, North Carolina, containing \_\_\_\_\_ acres, and that is designated as “\_\_\_\_\_” on the plat recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Orange County Registry (the “Plat”). The Plat is incorporated herein by reference.

B. TLC is a nonprofit organization, operated primarily for conservation purposes, including protection of environmentally valuable and sensitive land for charitable, scientific, educational, and aesthetic purposes. TLC is a tax exempt public charity under Section 501(c)(3) and 509(a)(2) of the Internal Revenue Code. The County is a body politic existing under Chapter 153A of the North Carolina General Statutes. Both TLC and the County are authorized by the laws of the State of North Carolina to accept, hold and administer interests in land including

conservation easements, is willing to accept this Conservation Easement under the terms and conditions hereinafter described, and are each a “qualified organization” and “eligible donee” within the meaning of Section 170(h)(3) of the Internal Revenue Code and regulations promulgated thereunder.

C. Grantor and Grantee recognize that the Property has outstanding open space, agricultural, forestry, water quality, and wildlife values. The Property in its present state has conservation value because it has not been subject to significant development and because portions of it provide a “relatively natural habitat” for “fish, wildlife, or plants or similar ecosystem” as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code, and other portions of it consist of open space, including farmland and forest land, where the preservation of this scenic land will yield a significant public benefit under clearly delineated governmental policies more particularly set forth below, as contemplated under Section 170(h)(4)(A)(iii). These conservation values of the Property are herein collectively referred herein to as the “Conservation Values.”

D. The protection of the Property will yield significant public benefits, as evidenced by:

(1) N.C.G.S. § 139-2 et seq., which provides that “It is hereby declared . . . [that t]he farm, forest and grazing lands of the State of North Carolina are among the basic assets of the State and the preservation of these lands is necessary to protect and promote the health, safety and general welfare of its people . . . . It is hereby declared to be the policy of the legislature to provide for the conservation of the soil and soil resources of this State . . .”;

(2) N.C.G.S. § 106-583 et seq., which states, “It is declared to be the policy of the State of North Carolina to promote the efficient production and utilization of the products of the soil as essential to the health and welfare of our people and to promote a sound and prosperous agriculture and rural life as indispensable to the maintenance of maximum prosperity”;

(3) The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. Section 4201, et seq., whose purpose is “to minimize the extent to which Federal programs contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government, and private programs and policies to protect farmland”;

(4) The American Farm and Ranch Protection Act, P.L. 105-34, Sec. 508, whose purpose is “to encourage conservation easements on family farms and ranch lands”;

(5) Article 14 Section 5 of the Constitution of the State of North Carolina which states “It shall be the policy of this State to conserve and protect its lands and waters for the benefit of all its citizenry, and to this end it shall be a proper function of the State of North Carolina and its political subdivisions to acquire and preserve park, recreational, and scenic areas, to control and limit the pollution of our air and water, to control excessive noise, and in every other appropriate way to preserve as a part of the common heritage of this State

its forests, wetlands, estuaries, beaches, historical sites, open lands, and places of beauty”;

(6) The special use assessment of farm and forest lands set forth in N.C.G.S. § 105-277.2 et seq. and of historic properties set forth in N.C.G.S. § 105-278;

(7) The Property has significant forested acreage in the Neuse River Basin and contributes to the requirement by the State of North Carolina of a basin-wide management plan for the Neuse River, for the purpose of protecting water quality, public water supply, significant wetlands and natural areas within the watershed; and

(8) The enabling legislation for the Clean Water Management Trust also known as the North Carolina Land and Water Fund at N.C.G.S. § 143B-135.230 et seq. which recognizes the importance of protecting riparian buffers in conserving clean surface water.

E. The characteristics and specific Conservation Values of the Property, and its current use and state of improvement, are described in a report entitled Terry Road Farm Baseline Documentation Report (the “Baseline Documentation Report”) prepared by TLC with the cooperation of Grantor and approved by the County. The parties acknowledge that the Baseline Documentation Report is accurate as of the date of this Conservation Easement. A copy of the Baseline Documentation Report will remain on file in the office of Grantee and will be used to assure that the terms and conditions of this Conservation Easement are fulfilled and that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement. However, the Baseline Documentation Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use or state of improvement.

F. Grantor and Grantee have the common purpose of conserving the above-described Conservation Values of the Property in perpetuity, and the State of North Carolina has authorized the creation of Conservation Easements pursuant to the terms of the North Carolina Conservation and Historic Preservation Agreements Act, N.C.G.S. § 121-34 et seq., and N.C.G.S. §§ 160A-266 to 279, which provides for the enforceability of restrictions, easements, covenants or conditions “appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming, or forest uses,” and which provides for tax assessment of lands subject to such agreements “on the basis of the true value of the land and improvements less any reduction in value caused by the agreement”; and Grantor and Grantee wish to avail themselves of the provisions of that law.

**NOW, THEREFORE**, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Grantor hereby unconditionally and irrevocably gives, grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity for the benefit of the people of North Carolina, a Conservation Easement over the Property of the nature and character as follows, together with the right to preserve and protect the Conservation Values thereof and the right of access to the Property for the purposes granted herein:

## 1. PURPOSE

The purposes of this Conservation Easement are: (1) to assure, subject to the reservations herein set out, that the Property will be retained forever predominantly in its natural, scenic, rural, forested, agricultural, and open space condition; (2) to protect and maintain agricultural soils, native plants, animals, and plant communities on the Property, while allowing traditional uses on the Property that are compatible with and not destructive of the Conservation Values of the Property, such as timber harvesting, grazing, agriculture, hunting, and other similar recreational use; and (3) to prevent any use of the Property that will significantly impair or interfere with the Conservation Values or interests of the Property. The goal is to allow long-term responsible management of forest and agricultural resources in a manner that does not compromise water quality, wildlife habitat, unique plant communities or other cultural, historic or natural resource values on the Property.

Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Conservation Easement. All rights reserved by Grantor are considered to be consistent with the conservation purposes of this Conservation Easement and require no notification to or approval by Grantee unless expressly provided for hereunder. Grantor understands that nothing in this Conservation Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

## 2. PROPERTY USES

Grantor reserves to itself, its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with this Conservation Easement. Any activity on, or use of, the Property inconsistent with the purposes of this Conservation Easement is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development that would significantly impair or interfere with the Conservation Values of the Property. Without limiting the generality of the foregoing, the following is a list of activities and uses which are expressly prohibited or which are expressly allowed.

### (A) *Forest Management*

Except as prohibited within the Water Quality Buffer pursuant to the terms of Section 2(E) below, forest management to maintain the general health of the forest ecosystem and generate occasional income from the harvest and sale of forest products, including the harvesting of timber and cutting or destruction of trees or other plants, may be allowed with the prior written approval of the Grantee and in accordance with this Section 2(A).

All forest management activities must be (1) in accordance with a written forest management plan prepared by a North Carolina registered forester (“Forest Management Plan”), and (2) approved in advance by the Grantee. The Forest Management Plan must be updated and re-approved by Grantee at least every ten (10) years so long as Grantor wishes to continue to actively manage the forest or harvest forest products. If no forest

management is intended, a Forest Management Plan is not required, but there shall be no active forest management without an approved Forest Management Plan.

A Harvest Plan prepared by a North Carolina registered forester (“Harvest Plan”) must be submitted to the Grantee for its approval at least thirty (30) days prior to any commercial harvest of timber. There shall be no active timber harvest without a Harvest Plan approved by Grantee. All timber harvesting shall be conducted: (1) outside the Water Quality Buffer as defined in Section 2(E); (2) on a sustainable yield basis; and (3) in accordance with a written Forest Management Plan and Best Management Practices described below. No commercial silvicultural activity may occur until the Forest Management Plan and a more specific Harvest Plan have been approved in writing by the Grantee.

All forest management activities shall be conducted in accordance with North Carolina Division of Forest Resources’ Best Management Practices guidelines for timber harvest and management as the same may be promulgated by law or regulation in the State of North Carolina and as adopted by the North Carolina organization of professional foresters, as may be amended from time-to-time.

Notwithstanding the foregoing, tree or vegetation cutting may be permitted outside the Water Quality Buffer (as defined in Section 2(E) below) without approval of the Grantee to maintain existing trail and road access, cutting for firewood and for the maintenance of fences and permitted ponds.

(B) *Agricultural and Horticultural Use*

Except as prohibited within the Water Quality Buffer pursuant to the terms of Section 2(E), and subject to the terms set forth in 2(I) below, agricultural use, horticultural use, and grazing of the Property are permitted provided that all such uses are conducted in a manner not inconsistent with the purposes of this Conservation Easement and provided further that:

- (i) Livestock are permitted, but under no circumstances shall there be such use of a size or scope as to constitute an industrial or factory-type agricultural or livestock operation, intensive livestock operations, or animal husbandry, any of which may be characterized by the continuous confinement of livestock in tightly confined environments for the purposes of raising, feeding, and fattening for market. Waste retention ponds and anaerobic lagoons are not allowed on the Property. Slaughtering facilities are not permitted on the Property; provided, however, that slaughtering facilities are permitted for the sole purposes of slaughtering animals predominantly raised on the Property. In no event shall animals be brought onto the Property solely for purposes of slaughter. As used herein, the term “livestock” means equine animals, cloven-hoofed animals, chickens, turkeys, ducks, geese, or other domestic fowl. As used herein, “intensive livestock operations” means “concentrations of 300 or more animal units” or “any enclosure, pen, feedlot, building, or group of buildings intended for the confined feeding, breeding, raising or hold of animals where animal waste may accumulate or where vegetative cover cannot be maintained due to the concentration of

animals.”

(ii) All farming operations shall be in accordance with Best Management Practices of the State of North Carolina and applicable federal, state, and local laws under a “Conservation Plan” a copy of which shall be provided to Grantee. The Conservation Plan shall be developed using the standards and specifications of the Natural Resource Conservation Service (NRCS) Field Office Technical Guide and 7 CFR Part 12 or equivalent standards developed by the appropriate federal, state or local conservation entity if these standards are no longer the standards used by the industry; any change in agricultural use or activity shall require updating of the Conservation Plan as may be required pursuant to such standards and specifications. The Grantor may develop and implement a Conservation Plan that proposes a higher level of conservation and that is consistent with the NRCS Field Office Technical Guide standards and specifications or other such standards and specifications as developed by the appropriate governmental authority. The Conservation Plan shall be designed to ensure the maintenance of a good quality mix of introduced and native grasses and forbs, while managing pests and nutrients on portions of the Property that are used as pasture land, and protecting soil stability, water quality and other Conservation Values of the Property on portions of the Property that are used for agriculture. This Conservation Plan shall be reviewed and updated every five (5) years unless otherwise permitted by Grantee; provided, if no active agricultural use is intended, no Conservation Plan is required. Grantor shall deliver to Grantee copies of all Conservation Plan updates and modifications promptly upon completion of the same.

(iii) No agricultural activities, whether now existing or commenced in the future, shall be conducted in any manner that will in the opinion of the Grantee: (a) adversely impact the water quality of any creek, river, stream, wetland or other water resource; (b) harm any threatened or endangered species; (c) destroy any “significant conservation interest” as that phrase is used in Treas. Reg. § 1.170A-14(e)(2); or (d) otherwise conflict with the conservation purposes of this Conservation Easement.

For purposes of this Conservation Easement, “agricultural use” is defined as the science or practice of farming, including: cultivation of soil for the growing of crops; dairying; the production, cultivation, growing, and harvesting of any agricultural or horticultural commodities (as defined in Section 15(g) of the Agricultural Marketing Act, 12 U.S.C. 1141); the raising of livestock, fur-bearing animals, or poultry; private or commercial stabling of animals; the rearing of animals to provide food, wool and other products; and any practices performed by a farmer or on a farm as an incident to or in conjunction with such farming operations (including preparation for market, delivery to storage or to market, or to carriers for transportation to market); provided that the foregoing excepts activities expressly allowed pursuant to Section 2(A) above, and provided further that the foregoing excepts raising bees (including but not limited to practices incidental to beekeeping, including harvesting honey), which shall be subject to the terms of the second paragraph of Section 2(C) below. For purposes of this Conservation Easement,

“horticultural use” is defined as the art or practice of garden cultivation and management, including but not limited to growing plants that are used by people for food, for medicinal purposes, and for aesthetic gratification.

(C) *Recreational Use and Other Use*

Subject to the terms set forth in Section 2(E), Grantor shall have the right to engage in and permit others, whether or not for consideration, to engage in “Non-intensive Outdoor Recreation” on the Property. “Non-intensive Outdoor Recreation” is defined as dispersed, non-motorized recreational activities that do not generally rely on buildings and have minimal impact on renewable natural resources. Such activities include but are not limited to hiking, bird watching, camping, picnicking, horseback riding, and lawful hunting and fishing that require no surface alterations or other development of the Property. Grantor may lease or license any portion of the Property for such Non-intensive Outdoor Recreation purposes. Grantor reserves the right to promulgate and enforce reasonable rules and regulations for all activities incidental to recreational use of the Property, including but not limited to the right to prohibit any recreational use that would permit severe damage to or destruction of other significant Conservation Values of the Property. All hunting and fishing activities shall be conducted in such a manner so as to not harm any threatened or endangered species. No hunting, fishing, wildlife enhancement or other recreational activity shall be conducted in any manner that would permit the “destruction of [any] significant conservation interest” as that phrase is used in Treas. Reg. § 1.170A-14(e)(2) or otherwise conflict with the conservation purposes of this Conservation Easement.

Additionally, Grantor also reserves the right to engage in activities carried out on a farm because of its farm or rural setting and that allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy rural activities, including farming, ranching, historic, cultural, harvest-your-own activities, or natural activities and attractions, whether or not the participants pay to participate in the activity (collectively referred to hereinafter as “Agritourism”). In all events, the manner of undertaking the activity shall not permit the destruction of any “significant conservation interest” as that phrase is used in Treas. Reg. § 1.170A-14(e)(2), or otherwise undermine the conservation purposes of this Conservation Easement.

Grantor and Grantee acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future uses, future technologies, future evolution of the Property and other natural resources, and other future occurrences affecting the purposes of this Conservation Easement. Grantee therefore may approve, or disapprove, a proposed activity not expressly contemplated by or addressed in this Conservation Easement, provided that such proposed activity is consistent, or in the case of disapproval inconsistent, with the purposes of this Conservation Easement.

(D) *Envelope(s); Uses; Construction of Buildings and Other Structures and Improvements*

Grantor and Grantee have identified the area on the Property herein referred to as “Farmstead Envelope” as more fully described on **Exhibit B** attached hereto and incorporated herein, and more particularly described in the Baseline Documentation Report.

Subject to the terms of this Conservation Easement, in addition to the uses expressly permitted in Sections 2(A), (B), and (C), Grantor reserves the right to use the Farmstead Envelope for:

- (i) lawful and customary rural enterprises that are carried out in farm or rural settings, including, by way of illustration, but not limitation: equestrian facilities; farm machinery repair enterprises; bed and breakfast; events for weddings, meetings, birthday parties, anniversaries, reunions and similar events; religious activities such as ceremonies and rituals; heritage tourism or educational programs; and
- (ii) residential purposes, short term residential tenancies, ancillary uses to a residential structure, and home occupations so long as they are incidental and subordinate to the use for residential purposes and the home occupation is otherwise in compliance with applicable federal, state, and local laws, regulations, and requirements.

Grantor is prohibited from using the Farmstead Envelope for any other purpose without prior written approval from the Grantee. In requesting any such prior written approval, Grantor must notify Grantee in writing in accordance with the provisions of Section 9, including at a minimum, sufficient information to enable Grantee to determine whether the proposed use is consistent with the terms of this Conservation Easement. Grantor shall provide Grantee with any additional information requested by Grantee that is necessary or proper in Grantee’s evaluation of Grantor’s proposed use. In determining whether to approve Grantor’s proposed use, Grantee shall take into whether the proposed use requires the expansion of structures within the Farmstead Envelope or the increase of impervious surface area within the Farmstead Envelope, and shall also take into account the impact of such use on: (a) the value of the Property as an open space (including the impact of access roads or related traffic associated with any new improvements located on the Property); (b) the Property and surrounding area’s environment, including but not limited to air and water quality issues; (c) any threatened or endangered species located in or near the Property; and (d) such other considerations as the Grantee shall deem proper in order to preserve the Conservation Values of the Property. Under no circumstances shall Grantee approve any use that permits the destruction of any “significant conservation interest” as that phrase is used in Reg. Section 1.170A-14(e)(2), Income tax regs. or otherwise conflict with the conservation purposes of this Conservation Easement.

The intent of the use allowance set forth within this Section 2(D) within the Farmstead Envelope is for the purpose of making ownership of the Property economically viable and possibly creating a revenue stream to maintain the buildings and structures on the Property in good condition and repair.

In all events, the manner of undertaking any use or activity within the Farmstead Envelope shall not permit the destruction of any “significant conservation interest” as that phrase is used in Reg. Section 1.170A-14(e)(2), Income tax regs. or otherwise conflict with the conservation purposes of this Conservation Easement.

The construction, replacement and reconstruction of any building or other structure on the Property is prohibited except in accordance with this Section 2(D). It is the intent of this Section and Section 2(M) below that no buildings or other structures (except minor structures as provided in subsection (ii) of this Section below and fences as provided in subsection (iv) of this Section below) are permitted to be constructed, replaced, or reconstructed outside of the Farmstead Envelope.

All new construction and improvements shall be sited so as to cause the least disturbance to the Property’s Conservation Values and shall conform to the restrictions described in Section 2(E). Notwithstanding anything herein to the contrary, the total impervious surfaces within the Property shall not exceed two percent (2%) of the total acreage of the Property. If the Property is subdivided in accordance with Section 2(N) below, then each resulting portion of the Property shall continue to be subject to this two percent (2%) limitation on impervious surface. For example and not by way of limitation, if a resulting parcel is 30 acres, then such 30 acre parcel will be limited to a maximum of two percent (2%) impervious surface, meaning a total of six tenths (6/10) of an acre.

For purposes of this Conservation Easement, the term “impervious surface” shall include: roof tops; asphalt surfaces; concrete surfaces; brick surfaces; stone surfaces; patios or decks (not including wood slatted decks, docks, or pervious pavers or patio system); retaining walls; concrete bases of solar panel installations; and all other surfaces that fully restrict the percolation of water into the soil. The term “impervious surface” shall not include compacted dirt or gravel surfaces or other surfaces that do not fully restrict the percolation of water into the soil.

Subject to the foregoing:

- (i) *Agricultural Structures & Improvements* - New buildings and other structures and improvements used or usable for agricultural or forestry purposes, including processing or sale of farm products predominantly grown or raised on the Property, may be built within the Farmstead Envelope.

No building or structure permitted pursuant to this subsection may exceed fifty (50) feet in height, measured from the original average grade of the structure’s locus to the ridgeline, chimneys included. Notwithstanding the foregoing, buildings and structures existing as of the date of this Conservation Easement shall not be in violation of this provision so long as their height is not increased, and in the event such buildings and structures are damaged or destroyed as a result of an event outside of Grantor’s control, such buildings and structures may be rebuilt to the same height as they exist as of the date of this Conservation Easement.

(ii) *Minor Structures* – Subject to the impervious surface area limitations set forth above, Grantor reserves the right to install minor, small-scale structures that are not served by utilities, with a height of no more than sixteen (16) feet measured from the original average grade of the structure’s locus to the ridgeline, chimneys included, to enhance the opportunity for uses expressly permitted in Sections 2(A), 2(B), and 2(C). No minor structure outside the Farmstead Envelope shall have a footprint exceeding 100 square feet.

Notwithstanding the foregoing, Grantor reserves the right to locate Removable Minor Improvements on the Property outside the Farmstead Envelope, provided that their location and use do not permit the destruction of any “significant conservation interest” as that phrase is used in Reg. Section 1.170A-14(e)(2), Income tax regs. or otherwise conflict with the conservation purposes of this Conservation Easement, and provided that the following applies to Removable Minor Improvements:

- (a) Removable Minor Improvement are not subject to the impervious square footage limitations set forth in this subsection 2(D)(ii). Notwithstanding the foregoing, in the event that a Removable Minor Improvement is, or is intended to be, located on the property outside of the Farmstead Envelope for more than fourteen (14) consecutive days, then: (i) Grantor shall give notice to Grantee of the location and identification of the Removable Minor Improvement, and (ii) the square footage of the footprint of such Removable Minor Improvement shall be included in and subject to the impervious surface area limitation set forth in this subsection 2(D)(ii) for minor structures. Removable Minor Improvements are prohibited in the Water Quality Buffer.
- (b) For purposes of this Conservation Easement, “Removable Minor Improvement” means structures without permanent foundations and/or utilities, that are easily assembled, disassembled, and moved without heavy equipment, that are in fact removed from the Property periodically or seasonally, whose disturbance to vegetation and wildlife is minimal, and that are intended: for agricultural use; for horticultural use; and to support Agritourism and other uses permitted pursuant to Section 2(C). By way of example, without limitation, Removable Minor Improvements includes: “high tunnel” or “hoop houses” or other similar floorless, framed structures that cover crops or vegetation that are periodically removed to expose the soil surface; hunting and observation blinds; movable livestock sheds; and special event tents.
- (c) For purposes of this Conservation Easement, the term “Removable Minor Improvement” shall include recreational vehicles, campers, and other similar self-propelled or towed vehicles (each, a “Recreational Vehicle”), provided that the Recreational Vehicle:

- i. is built on a single chassis, is 300 square feet or less when measured at the largest horizontal projection, and is intended to provide short-term recreational living accommodations, designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use;
- ii. is fully licensed and ready for highway use; and
- iii. is not attached to the Property other than by quick disconnect type utilities.

(d) The parties acknowledge that repeated and regular use of a portion of the Property by Recreational Vehicles (even periodically) has the potential to permit the destruction of a “significant conservation interest” as that phrase is used in Reg. Section 1.170A-14(e)(2), Income tax regs, and therefore, Grantee has the right to prohibit Recreational Vehicles from being located on or using portions of, or all of, the Property outside of the Farmstead Envelope(s) if in the opinion of the Grantee, the location and use (including the periodic use) of such Recreational Vehicles in such locations: (a) adversely impact the water quality of any creek, river, stream, wetland or other water resource; (b) harm any threatened or endangered species; (c) destroy any “significant conservation interest” as that phrase is used in Treas. Reg. § 1.170A-14(e)(2); or (d) otherwise conflict with the conservation purposes of this Conservation Easement.

(iii) *Residential Dwellings on the Property* – one habitable Residential Dwelling (the “Principal Dwelling”) and one smaller dwelling in uninhabitable condition (the “Ancillary Dwelling”) exist on the Property in the Farmstead Envelope at the time of this grant of this Conservation Easement as documented in the Baseline Documentation Report. For purposes of this Conservation Easement, the term “Residential Dwelling” shall mean a residential dwelling designed for residential use and shall refer to the Principal Dwelling and the Ancillary Dwelling. Grantor reserves the right to maintain, repair, enlarge, renovate, rebuild or replace the Principal Dwelling and the Ancillary Dwelling in the Farmstead Envelope. All Residential Dwellings permitted in the Farmstead Envelope are and shall always be located within the same tax parcel, and the Farmstead Envelope shall not be subdivided in any way. No Residential Dwelling on the Property shall exceed 5,000 square feet of heated space.

No Residential Dwelling permitted pursuant to this subsection may exceed forty (40) feet in height, measured from the original average grade of the structure’s locus to the ridgeline, chimneys included; provided that the Residential Dwelling existing as of the date of this Conservation Easement shall not be in violation of this provision so long as its height is not increased, and in the event such Residential Dwelling is damaged or destroyed as a result of an event outside of Grantor’s

control, such Residential Dwelling[s] may be rebuilt to the same height as it exists as of the date of this Conservation Easement.

If used, the Ancillary Dwelling shall be used only as support housing ancillary to the uses permitted under this Section 2.

(iv) *Fences* – Existing fences may be repaired and replaced, and new perimeter fences may be built, for purposes of reasonable and customary management of livestock and wildlife and to mark property boundaries, without the permission of Grantee. Fences for the purpose of protecting Waterways (as defined in Section 2(E)) on the Property are also permitted without prior consent of Grantee. Fences permitted pursuant to this provision shall blend with the natural surroundings to the extent practicable.

(v) *Utilities Services and Septic Systems* – Installation, maintenance, repair, replacement, removal and relocation of Utilities (as defined below) over or under the Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve structures located within the Farmstead Envelope as permitted herein, and the right to grant easements over and under the Property for such purposes, is permitted, provided that: such Utilities are sized and designed to serve the structures located within the Farmstead Envelope; such Utilities shall not be installed for purposes of facilitating development, use, or activities on an adjacent or other property; and any easements, contracts, and agreements with respect to such Utilities shall be made expressly subordinate to this Conservation Easement. All reasonable efforts shall be made to locate such Utilities (i) outside of the Water Quality Buffer, (ii) if possible, within fifty (50) feet of the roads permitted herein below and the driveways used to access the Farmstead Envelope in existence as of the date of this Conservation Easement as described in the Baseline Documentation Report and as depicted on the Plat and as may be installed as permitted in this Conservation Easement, and (iii) in all events in such a manner and location that minimizes the impact, as much as is reasonably possible, on the Conservation Values as set forth in this Conservation Easement. Except as expressly permitted herein, the construction of any other Utilities on the Property is prohibited without prior approval of Grantee, which approval shall take into account the impact of the new Utility on the aesthetic quality of the Property, water quality and other environmental issues, the value of the Property as an open space, any endangered or threatened species on the Property and such other considerations as Grantee shall deem just and proper in order to ensure that any new Utilities do not permit the destruction of any “significant conservation interest” as that phrase is used in Treas. Reg. § 1.170A-14(e)(2), or otherwise undermine the conservation purposes of this Conservation Easement. For purposes of this Conservation Easement, the term “Utilities” means electric, gas, and water lines and facilities, sanitary lines and storm sewers, septic systems, cisterns, wells, water storage and delivery systems, telephone and other communication services, satellite dishes, and renewable energy systems (including but not limited to solar energy devices on a permitted structure; geothermal heating and cooling systems, also known as ground source

heat pump; wind energy devices; and other renewable energy systems that are not prohibited by governmental regulations); but does not include cellular or wireless communication towers. Cellular and wireless communication towers, and similar commercial towers and antenna, are prohibited on the Property.

(vi) *Notice to Grantee* – Grantor is prohibited from proceeding with any site preparation, construction, substantial exterior alteration, replacement, relocation, or removal of any structure, building, improvement, or Utility described in Section 2(C) of this Conservation Easement without prior written approval from the Grantee. In requesting any such prior written approval, Grantor must notify Grantee in writing in accordance with the provisions of Section 9, including at a minimum, sufficient information to enable Grantee to determine whether the proposed plans are consistent with the terms of this Conservation Easement. Grantor shall provide Grantee with any additional information requested by Grantee that is necessary or proper in Grantee’s evaluation of Grantor’s proposed site preparation, construction, substantial exterior alteration, replacement, relocation, or removal of any structure described herein. In determining whether to approve Grantor’s proposed site preparation, construction, substantial exterior alteration, replacement, relocation, or removal of any structure described herein, Grantee shall take into account the impact of such site preparation, construction, substantial exterior alteration, replacement, relocation, or removal of any structure described herein on: (a) the value of the Property as an open space (including the impact of access roads or related traffic associated with any new improvements located on the Property); (b) the Property and surrounding area’s environment, including but not limited to air and water quality issues; (c) any threatened or endangered species located in or near the Property; and (d) such other considerations as the Grantee shall deem proper in order to preserve the Conservation Values of the Property. Under no circumstances shall Grantee approve any site preparation, construction, substantial exterior alteration, replacement, relocation, or removal of any structure described herein that permits the destruction of any “significant conservation interest” as that phrase is used in Reg. Section 1.170A-14(e)(2), Income tax regs. or otherwise conflict with the conservation purposes of this Conservation Easement.

In all instances where Grantor is required to provide notice of a proposed activity on the Property, including but not limited to those where Grantor is requesting an approval or consent from Grantee, then TLC (not the County) shall be the notice party and TLC shall have the authority to grant or deny such request. Notwithstanding the foregoing, if the County notifies TLC and Grantor that County is exercising its rights to enforce the terms of this Conservation Easement, then after that notice, Grantor shall be required to notify the County and TLC in all instances where Grantor is required to give notice of a proposed activity on the Property, including without limitation those where Grantor is requesting an approval or a consent, and Grantor shall be required to obtain the approval or consent of both the County and TLC.

(E) *Surface Water Protection and Water Quality Buffer; Ponds*

There shall be no activities, pollution, or surface alteration that would be detrimental to water purity or that would alter natural water levels, drainage, sedimentation, and/or flow in or over the Property or into any surface waters, or cause soil degradation or erosion, including but not limited to any sort of diking, dredging, alteration, draining, or filling or removal of wetlands, except as a necessary part of restoring natural hydrology, enhancing wetlands, or improving water quality, as permitted by state and any other appropriate authorities, and then only after written approval is granted by the Grantee for such activities. For purposes herein, “surface waters” shall be defined as including but not limited to intermittent streams, perennial streams, lakes, ponds and estuaries. Provided, however, that the foregoing is not intended to prohibit the forest management and harvest activities allowed pursuant to Section 2(A), the agricultural and horticultural activities allowed pursuant to Section 2(B), the construction of structures and improvements otherwise allowed pursuant to Section 2(D), the roads permitted pursuant to Section 2(F), and pond maintenance and any activities reasonably required to prevent flooding or erosion as permitted pursuant to this Section 2(E).

Notwithstanding the foregoing, Grantor may undertake reasonable steps to prevent flooding or erosion as permitted by state and other applicable governmental authorities, and only after written approval of the Grantee.

Certain lakes, ponds, marshes, wetlands, or other water bodies (“Waterways”) are located on the Property as more fully described in the Baseline Documentation Report. The Waterways (including their bed and banks) together with the adjoining land measuring 100 feet landward from the Top of the Banks of the Waterways (to the extent that the land is located within the Property) are hereby designed as the “Water Quality Buffer.” If the position of the Waterways and the Top of the Banks of the Waterways shift with time, the Water Quality Buffer moves with them. The term “Top of the Bank” is the elevation at which rising waters begin to inundate the floodplain. In the case of ambiguous, indefinite, or nonexistent floodplain or question regarding location, the Top of the Bank shall be the bankfull water elevation as delineated by a person trained in fluvial geomorphology.

Grantor may mark the boundaries of the Water Quality Buffer, and any question arising as to the boundaries of the Water Quality Buffer shall be resolved reasonably by Grantee based on the conservation purposes of this Conservation Easement. Commercial forestry, agricultural, horticultural and animal husbandry operations, grazing, timber removal, cutting, logging, and mowing or other disturbance or interference of native plants are prohibited within the Water Quality Buffer. The cutting or removal of trees or other vegetation, dead or alive, or the disturbance of other natural resources is prohibited except for removal of hazards to visitors, control of disease that would damage or reduce the significance of the Water Quality Buffer, removal of non-native plant species, reduction of fire fuel load after severe storm damage, trail clearance or maintenance, or for purposes of maintenance or restoration of natural communities or rare species populations in the Water Quality Buffer consistent with the conservation purposes of this Easement. Salvage timber cuts after a natural catastrophe will be allowed in Water Quality Buffer, but only with the

prior consent of Grantee, and only in a manner that will contribute to the recovery of the prevailing natural conditions of the forest. Construction of roads, trails, and paths on the Property within the Water Quality Buffer is prohibited, except for (1) the maintenance of those unpaved paths that exist as of the date of this Conservation Easement as described in the Baseline Documentation Report, if any, and (2) construction and maintenance of primitive foot paths limited to single file pedestrian traffic. The unpaved paths may not be widened or covered with asphalt or other impervious materials. Construction of buildings, structures, and improvements (including but not limited to minor structures and fences) within the Water Quality Buffer is prohibited.

Prior to engaging in any activity outside of the Water Quality Buffer that may result in the degradation of Water Quality Buffer, the Grantor agrees to consult with the Grantee and/or appropriate governmental agencies to ensure that any potential degradation is avoided or minimized.

As of the date of this Conservation Easement, no pond exists on the Property.

(F) *Construction and Maintenance of Roads*

Subject to Section 2(D) above, construction and maintenance of unpaved farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Conservation Easement are permitted with the prior written approval of Grantee as to location and width. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material without the advance written permission of the Grantee. For the purposes of this Conservation Easement, gravel shall not be considered an impervious material. In determining whether to grant permission as provided in this Section, Grantee shall take into account the impact of the new road on the aesthetic quality of the Property, water quality and other environmental issues, the value of the Property as an open space, any endangered or threatened species on the Property and such other considerations as Grantee shall deem just and proper in order to ensure that any new road and/or utilities do not permit the destruction of any “significant conservation interest” as that phrase is used in Treas. Reg. § 1.170A-14(e)(2), or otherwise undermine the conservation purposes of this Conservation Easement.

(G) *Excavation, Dredging, or Mineral Use*

There shall be no filling, excavation, dredging, mining, or drilling which materially affects the topography of the land or is detrimental in any material way to the flora and fauna on the Property, no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner except as necessary to allow permitted uses set forth in Section 2(B) above, to allow the construction of the improvements allowed in Section 2(D) above, for the purpose of combating erosion or flooding as allowed in Section 2(E) above, to allow the construction of roads allowed in Section (F) above, and for the maintenance of existing roads, hiking and horseback trails as documented in the Baseline Documentation Report.

(H) *Signage*

No signs or billboards or other advertising displays are allowed on the Property, except signs whose placement, number and design do not diminish the scenic character of the Property may be displayed to identify trails and the Conservation Values of the Property, to identify the name and address of the Property and the names of persons living on the Property, to give directions, to advertise or regulate permitted uses of the Property and prescribe rules and regulations for recreational use of the Property, to advertise the Property for sale or rent, and to post the Property against trespassers. The face of signs permitted pursuant to this provision may not exceed nine (9) square feet without the prior written approval of Grantee, which approval shall not be unreasonably withheld. Signs permitted pursuant to this provision shall not exceed fourteen (14) feet in height above ground level.

(I) *No Biocides*

Except in accordance with this section, there shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, except as to control invasive species detrimental to the Conservation Values of the Property. Agricultural and silvicultural use of biocides is allowed, if prescribed in the Conservation Plan, the Forest Management Plan, or with prior written approval by Grantee.

(J) *No Dumping or Storage*

There shall be no storage or dumping of trash, garbage, abandoned vehicles or vehicle parts, rubbish, debris, junk, waste, contaminated soil, or other unsightly or offensive material, hazardous substance, or toxic waste on the Property; provided, however, the storage of agricultural products, byproducts (including the composting of biodegradable material for use on the Property) and agricultural equipment on the Property is allowable so long as such storage is done in accordance with all applicable government laws and regulations and in such a manner so as to not impair the Conservation Values of the Property. Grantor shall, insofar as may be reasonable, make a good faith effort to keep the Property in a clean state, free of unsightly debris, trash and abandoned goods.

(K) *Predator Control*

Grantor shall have the right to control, destroy, or trap predatory and problem animals that pose a material threat to forestry, agriculture, drainage, livestock and/or humans by means and methods approved by applicable federal, state, and local laws, regulations, and requirements. The method employed shall be selective and specific to individuals, rather than broadcast, nonselective techniques.

(L) *Commercial Development*

Except as expressly permitted herein, any commercial or industrial use of or activity on the Property is prohibited.

Grantee shall have the right in its sole discretion to approve the establishment and conduct of non-agricultural commercial and industrial uses or activities that Grantee determines in its sole discretion (a) are compatible with the purposes of this Conservation Easement, (b) will not substantially diminish or impair the agricultural productivity of the Property, and (c) can be reasonably accommodated with only a de minimis adverse impact on the Conservation Values of the Property.

(M) *Development Rights*

With the exception of buildings permitted in Section 2(D), all housing, commercial and industrial development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, are terminated and extinguished, and may not be used on or transmitted to any portion of the Property, as it now or hereafter may be bound or described, or to any other property.

(N) *Subdivision*

The subdivision of the Property, whether by physical or legal processes, is prohibited. Notwithstanding the foregoing, Grantor shall be allowed to subdivide the Property one time into not more than three parcels, provided that this subdivision may take place in whole or in part as a recombination of a portion or portions of the Property into adjacent lands owned by TLC. In no event shall the Farmstead Envelope be subdivided. Prior to recording any subdivision or recombination map to exercise this one time right, Grantor shall provide Grantee a draft of the proposed map for Grantee's approval and consent, not to be unreasonably withheld so long the proposed subdivision or recombination does not permit the destruction of any "significant conservation interest" as that phrase is used in Treas. Reg. § 1.170A-14(e)(2), or would otherwise undermine the conservation purposes of this Conservation Easement. After the exercise of this one time right to subdivide or recombine in accordance with this Section 2(N), further subdivision of the Property shall be prohibited.

In all cases, the entirety of the Property, whether or not subdivided, will remain subject to this Conservation Easement.

3. ADDITIONAL RIGHTS RETAINED BY GRANTORS

Grantor retains the following rights:

(A) *Existing Uses*

The right to undertake or continue any activity or use of the Property not prohibited by this Conservation Easement so long as it does not detract or impair the Conservation Values of the Property.

(B) *Transfer*

The right to sell, give, mortgage, lease, or otherwise convey the Property subject to the terms of this Conservation Easement. Grantor shall be required to disclose this Conservation Easement in full in connection with any rental or lease of all or any portion of the Property.

4. GRANTEE'S RIGHTS

To accomplish the purpose of this Conservation Easement, the following rights are granted to Grantee by this Conservation Easement:

(A) *Right to Protect*

The right to preserve and protect the Conservation Values of the Property and enforce the terms of this Conservation Easement.

(B) *Right of Entry*

Grantee, its employees, representatives, and agents and its successors and assigns, have the right, after prior written notice to Grantor, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether Grantor, its representatives, assigns, heirs and successors are complying with the covenants and purposes of this Conservation Easement and to inspect for violations.

5. RESPONSIBILITIES OF GRANTOR AND GRANTEE NOT AFFECTED

Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibilities on Grantor, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

(A) *Taxes and Assessments*

Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

(B) *Upkeep and Maintenance*

Grantor shall be solely responsible for the upkeep, operation, and maintenance of the Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep, operation, or maintenance of the Property.

6. ACCESS

No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement. However, the public has the right to view the Property from adjacent

publicly accessible areas such as public roads and waterways.

## 7. ENFORCEMENT

Grantee shall have the right to prevent and correct violations of the terms of this Conservation Easement in accordance with the following terms:

(A) If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Conservation Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or if the violation cannot reasonably be cured within said period, fails to commence to cure such violation within the thirty (30) day period, and thereafter to diligently prosecute the cure to completion, Grantee may bring an action at law or in equity to enforce the terms of this Conservation Easement, to enjoin the violation by temporary and/or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, and to require the restoration of the Property to the condition that existed prior to any such injury. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. Grantee shall also be entitled to recover all reasonable attorneys' fees, court costs, and other expenses incident to enforcement of this Conservation Easement.

It is the intent of the parties that TLC have the primary responsibility for enforcement of the terms and conditions of this Conservation Easement, and TLC accepts that responsibility. However, if TLC fails to fulfill its obligations to enforce the terms and conditions of this Conservation Easement after notice from the County and a ninety (90) day period in which to cure its failure to enforce, then the County shall have the right as Grantee to enforce all the terms and provisions of this Conservation Easement. Notwithstanding the foregoing, TLC shall obtain the consent of the County as to any settlement agreement, not to be unreasonably withheld, and TLC shall provide the County regular updates in the event of a dispute with Grantor.

(B) If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Conservation Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party shall cause the dispute to be mediated by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single mediator to mediate the matter. If the parties are unable to agree on the selection of a single mediator, either or both may request the Senior Resident Judge of the Superior Court of Orange County, without the necessity of filing an action, to appoint a mediator. The matter shall then be mediated in accordance with the then current Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions that were first adopted by the Supreme Court in 1991, pursuant to N.C. Gen. Stat. § 7A-38.1. To the extent the said

Rules do not apply, the Mediator may set the rules, including the time and place for the mediation, and other such matters, in accordance with the practice that is customary in Orange County, North Carolina. In the event the mediation is unsuccessful, either party may proceed with litigation in a court of competent jurisdiction. All costs of said mediation shall be divided equally between Grantor and Grantee. It is the intent of this paragraph that such litigation may not be commenced until pre-litigation mediation is attempted by the parties so long as Grantor agrees not to proceed with the use or activity pending resolution of the dispute.

(C) Notwithstanding any other provision in this Section, in the event that Grantee reasonably determines that a violation of the terms of this Conservation Easement occurs or threatens to occur and that such violation would cause immediate and irreparable injury for which Grantee would have no adequate remedy at law, Grantee may immediately and without notice bring an action at law or in equity to enforce the terms of this Conservation Easement, to enjoin the violation by temporary and/or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, and to require the restoration of the Property to the condition that existed prior to any such injury.

(D) Grantor waives any bond requirement otherwise applicable to any petition for injunctive relief sought by Grantee to enforce its rights with respect to the Property.

(E) Grantee has the right in its sole discretion to allow minor deviations of express height, width, footprint, and area limitations in connection with the construction or installation of buildings and other improvements, and to allow de minimis encroachments of improvements within the Water Quality Buffer, provided that Grantee determines in its sole discretion that (i) the allowed deviation or encroachment is compatible with the purposes of this Conservation Easement, and (ii) the allowed deviation or encroachment will not harm the Conservation Values of the Property.

#### 8. ACTS OF THIRD PARTIES.

Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (a) acts of third parties legally authorized to act by recorded instrument or other legally established rights to which this Conservation Easement is subject; (b) the wrongful acts of third parties other than Grantor's agents, employees, invitees or contractors (provided the Grantor has taken reasonable actions to prevent such third parties from trespassing and from causing harm to the Property and has not authorized, consented to or participated in the acts of such third parties); or causes beyond Grantor's control, including without limitation, fire, flood, storm, and earth movement, or from prudent actions taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, property damage, or harm to the Property resulting from such causes. Grantor shall notify Grantee of any act or occurrence that would adversely affect or interfere with the purpose of this Conservation Easement, whether caused by the Grantor's acts or omissions or by a third party or parties or causes beyond Grantor's control. In the event of a

violation of this Conservation Easement caused by the wrongful acts of a third party, Grantor shall cooperate fully with Grantee in enforcement of this Conservation Easement, including but not limited to: gathering facts and information relevant to the violation; assigning its right of action to the Grantee; joining in any claim or legal action; and/or appointing the Grantee as its attorney-in-fact for purposes of enforcement, all at the election of the Grantee. In the event that such third party acts interfere with the purposes of this Conservation Easement and/or Conservation Values of this Conservation Easement, Grantor and Grantee will work together to identify restoration or rehabilitation activities and develop a restoration plan. This Section shall not be construed to relieve Grantor of the obligation to clean up garbage or materials dumped on the Property by third parties, to take all reasonable actions to prevent violations of this Conservation Easement by third parties, or to otherwise maintain the Property in a condition consistent with the purpose of this Conservation Easement. Nothing in this Section shall prohibit Grantee from bringing an action against Grantor resulting from Grantor's failure to take reasonable actions to prevent violations of this Conservation Easement by third parties or from Grantor's authorization, consent, or participation in the wrongful acts of third parties resulting in violations of this Conservation Easement.

9. NOTICE OF INTENTION TO UNDERTAKE CERTAIN PERMITTED ACTIONS.

Grantor shall notify Grantee before undertaking any use or change in use of the Property pursuant to Sections 2(A), 2(B)(ii), 2(B)(iii), 2(D), 2(E), 2(F), and 2(H) above which may have adverse impact on the Conservation Values of the Property. Uses described in the Baseline Documentation Report, and in any Conservation Plan, Harvest Plan, and/or Forest Management Plan delivered to Grantee pursuant to the terms of this Conservation Easement, shall constitute proper notice for purposes of the foregoing sentence. The purpose of this notice requirement is to comply with the provisions of Treas. Reg. § 1.170A-14(g) (5) (ii), in order to allow Grantee a reasonable period to consider the prospective impact to the extent Grantee deems appropriate.

(A) *Notices to Grantee*

(i) *Means of Notice* – Any notices to Grantee required in this Conservation Easement shall be sent by registered or certified mail, or other courier providing reliable proof of delivery, to TLC's Easement Steward at the address for TLC in the caption of this Conservation Easement, or if the County is entitled to notice, to the County at the address for the County in the caption of this Conservation Easement, or such other person or address as may be hereafter specified by notice in writing by any party. All other communication shall be made by reasonable means under the circumstances, provided that electronic communication will not be deemed received unless accompanied by delivery by one of the foregoing methods.

(ii) *Consent of Notice* – The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Sections 2(A), 2(B)(ii), 2(B)(iii), 2(D), 2(E), 2(F), and 2(H) above, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designated and carried out in a manner consistent with the terms and Purposes of this

Conservation Easement. Such notices to Grantee or requests for Grantee consent, required or contemplated hereunder, must include, at a minimum, sufficient information, including the nature, scope, design, location, timetable, and any other material aspect of the proposed activity, in sufficient detail to enable Grantee to determine whether proposed plans are consistent with the requirements of this Conservation Easement and the purposes hereof.

(iii) *Process of Notice and Approval* – Whenever notice to Grantee is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the requirements and purpose of this Conservation Easement. Where Grantee’s approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor’s written request therefore.

(iv) *Failure to Respond* – If Grantee approval is required under the terms of this Conservation Easement prior to the exercise of a reserved right that is the subject of the notification and request for approval, failure of Grantee to respond within sixty (60) days shall be deemed to be a denial of the request for approval.

(v) *Transfer of Ownership* – Grantor further agrees to give written notice to Grantee of the transfer of any interest in the Property, including but not limited to any sale, gift, or long-term lease, at least thirty (30) days prior to the date of such transfer.

(B) *Notices to Grantor*

(i) *Means of Notice* – Any notices to Grantor required by this Conservation Easement shall be sent by registered or certified mail or other courier providing reliable proof of delivery, to Grantor at the address set forth in the caption hereof, or to such other person or address as may be hereafter specified by notice in writing to Grantee. All other communication shall be made by reasonable means under the circumstances.

10. TRANSFER OF EASEMENT

The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable; provided, however, that Grantee’s interest in this Conservation Easement (a) may only be transferred or assigned to an organization (i) that is a qualified organization as that term is defined under Section 170(h)(3) of the Internal Revenue Code, as amended, or any successor section, and the regulations promulgated thereunder which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code and (ii) that is authorized to acquire and hold conservation easements under the Conservation and Historic Preservation Agreements Act, or any successor provision thereto, and (b) may not be assigned to a governmental entity other than the County without the prior written consent of Grantor. The parties further covenant and agree that the terms of the transfer or the assignment

will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance as set forth in the recitals above, which recitals are incorporated herein by this reference. Grantee, its successors or assigns, hereby covenants and agrees to monitor and observe the Property in perpetuity for the purposes set forth in this Conservation Easement.

#### 11. TRANSFER OF PROPERTY

Any time the Property itself, or any interest in it, is transferred by the Grantor to any third party, the Grantor shall notify the Grantee in writing at least thirty (30) days prior to the transfer of the Property (except where otherwise expressly stated). **IN THE EVENT OF ANY CONVEYANCE OF ANY INTEREST IN THE PROPERTY, GRANTOR, ITS SUCCESSORS AND ASSIGNS SHALL IDENTIFY THIS CONSERVATION EASEMENT AS AN EXCEPTION IN ANY DEED OR OTHER INSTRUMENT OF CONVEYANCE.**

#### 12. AMENDMENT OF EASEMENT

This Conservation Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Section 170(h) of the Internal Revenue Code, and any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with the Uniform Conservation and Historic Preservation Agreement Act, N.C.G.S. § 121-34 et seq. and any regulations promulgated pursuant to that law. Grantor and Grantee have no right or power to agree to any amendment that would affect the enforceability of this Conservation Easement, significantly impair Conservation Values, or be inconsistent with the purposes of this Conservation Easement. Any such amendment or modification must be executed by both Grantor and Grantee and shall be recorded in the public registry of Orange County.

#### 13. TERMINATION OF EASEMENT

If it is determined that conditions on or surrounding the Property have changed so much that it is impossible to fulfill the conservation purposes set forth above, a court with jurisdiction may, at the joint request of both Grantor and Grantee, terminate this Conservation Easement. Notwithstanding the foregoing, in entering into this Conservation Easement, Grantor has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. In addition, the unprofitability of conducting or implementing any or all of the uses permitted under this Conservation Easement shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. It is the intent of both Grantor and Grantee that any such economic changes shall not be deemed to be changed conditions or a change of circumstances justifying the judicial termination, extinguishment or amendment of this Conservation Easement.

In the event that all or part of the Property is taken, or threatened to be taken, by exercise of eminent domain by public, corporate, or other authority, or by negotiated sale in lieu of condemnation, the Grantor shall immediately give notice to Grantee and shall take all appropriate actions related to

such taking or negotiated sale in coordination with and with the consent of the Grantee, to recover the full value of the taking and all incidental or direct damages resulting from the taking. If condemnation of a part of the Property or of the entire Property by public authority renders it impossible to fulfill any of the conservation purposes of this Conservation Easement, then this Conservation Easement may be terminated through condemnation proceedings.

At the time of conveyance of this Conservation Easement to Grantee, this Conservation Easement gives rise to a real property right, immediately vested in Grantee. If the Conservation Easement or part thereof is terminated and the Property is sold or taken for public use, then, as required by Treas. Reg. § 1.170A-14(g)(6), Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Conservation Easement.

Grantee shall use all proceeds distributed to it under this Section in a manner consistent with the conservation purposes of this Conservation Easement.

#### 14. INTERPRETATION

This Conservation Easement shall be interpreted under the laws of North Carolina, resolving any ambiguities and questions of the validity of specific provisions as to give maximum effect to its conservation purposes.

#### 15. INDEMNIFICATION

Grantor agrees to protect, defend, indemnify and hold harmless Grantee from and against any and all actions, liabilities, damages, fines, penalties, costs, claims and expenses, including but not limited to reasonable attorneys' fees, arising from or related to any personal injury, accident, negligence or damage relating to the Property, or any claim thereof, except to the extent due to the negligence of Grantee or its agents, contractors or employees. Grantor's indemnification of Grantee shall be construed broadly to extend to the indemnification of Grantee for loss, claims or damage suffered by Grantee as a result of the environmental condition of the Property, and as a result of violations of any federal, state, or local laws, ordinances and regulations, including violations of Environmental Laws. In the event that Grantor elects to open any portion of the Property to the public, Grantor's liability extends to indemnification of Grantee for loss, claims, or damages suffered by Grantee as a result of any failure of the Property to comply with all applicable laws, ordinances, and regulations.

#### 16. TITLE

Grantor covenants and represents: that Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement; that the Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Conservation Easement; and that Grantee shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement.

#### 17. ENVIRONMENTAL CONDITION

Grantor warrants that Grantor is in compliance with, and will remain in compliance with, all applicable Environmental Laws (as defined herein). Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Laws relating to the operations or conditions of the Property. Grantor covenants, represents and warrants, without investigation, that it has no actual knowledge of a release or threatened release of Hazardous Materials on the Property in violation of applicable Environmental Laws.

“Environmental Laws” means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governing authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication noise, radioactive material, resource protections, inland wetlands and watercourses, health protection, and similar environmental health, safety, building and land use as may not or at any time hereafter be in effect. “Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment.

#### 18. SEVERABILITY

Invalidation of any of the covenants, terms or conditions of this Conservation Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

#### 19. PARTIES

Every provision of this Conservation Easement that applies to Grantor or Grantee shall also apply to their respective heirs, executors, administrators, assigns, and all other successors as their interest may appear.

#### 20. RE-RECORDING

In order to ensure the perpetual enforceability of this Conservation Easement, Grantee is authorized to re-record this instrument or any other appropriate notice or instrument; for such purpose, Grantor appoints Grantee as Grantor’s attorney-in-fact to execute, acknowledge, and deliver any necessary instrument on Grantor’s behalf. Without limiting the foregoing, Grantor agrees to execute any such instruments upon request.

#### 21. MERGER

The parties agree that, because of the public interest in the enforcement of this Conservation

Easement, the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

22. SUBSEQUENT LIENS ON PROPERTY

No provisions of this Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, providing that any mortgage or lien arising from such a borrowing is subordinate to this Conservation Easement.

23. ESTOPPEL CERTIFICATES

Upon request by Grantor, Grantee shall within thirty (30) days of written request by Grantor execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement, as may be reasonably requested by Grantor; provided, however, that such estoppel shall be restricted to the actual knowledge of Grantee and shall in no event be deemed a waiver of any violations by Grantor of the terms of this Conservation Easement.

24. ENTIRE AGREEMENT; COUNTERPARTS

This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement, all of which are merged herein. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against the party who has signed it.

25. NO FORFEITURE

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

26. TERMINATION OF RIGHTS AND OBLIGATIONS

A party's rights and obligations under this Conservation Easement shall terminate upon the transfer of the party's interest in this Conservation Easement or Property to a party assuming its obligations hereunder, except that liability for acts or omissions occurring prior to transfer shall survive transfer, but this Conservation Easement shall not be affected by such transfer, the transferee having the rights and obligations of the transferring party.

27. DISCLAIMER

Grantee does not represent the interests of Grantor. Grantee has advised Grantor to have this Conservation Easement reviewed by Grantor's attorney, and Grantor has had ample opportunity to do so. Grantee makes no representation as to whether this Conservation Easement qualifies for a charitable deduction or if it is in proper form for that purpose, in the event that the Grantor claims a charitable gift deduction on its federal or state income tax returns.

28. SUCCESSOR LIMITATION

If Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code, or to be authorized to acquire and hold conservation easements under N.C.G.S. § 121-34 et seq., and a prior assignment is not made pursuant to Section 9 above, then Grantee's rights and obligations under this Conservation Easement shall become immediately vested in such organization as a court of competent jurisdiction shall direct pursuant to North Carolina law and with due regard to the requirements for an assignment pursuant to said Section 9.

29. ACCEPTANCE AND EFFECTIVE DATE

As attested by the signature of its authorized representatives affixed hereto, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement. This Conservation Easement is to be effective the date recorded in the Orange County Registry of Deeds.

TO HAVE AND TO HOLD, this grant of Conservation Easement and development rights, together with all appurtenances and privileges belonging or in any way pertaining thereto, unto the TLC and the County, and their successors and assigns forever.

*[Remainder of Page Intentionally Blank; Signature Pages to Follow]*

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands and seals on the date first written above.

GRANTOR:

Terry Road Farm, LLC,  
a North Carolina limited liability company

By: \_\_\_\_\_ (Seal)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NORTH CAROLINA  
\_\_\_\_\_ COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that the he or she signed the foregoing document:

\_\_\_\_\_  
[name of person in blank]

Date \_\_\_\_\_

\_\_\_\_\_  
Official Signature of Notary

(Official Seal)

\_\_\_\_\_  
Notary's printed or typed name  
My commission expires: \_\_\_\_\_

GRANTEE:

Triangle Land Conservancy,  
a North Carolina nonprofit corporation

By: \_\_\_\_\_  
Sandra J. Sweitzer, Executive Director

NORTH CAROLINA  
\_\_\_\_\_ COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that the he or she signed the foregoing document: Sandra J. Sweitzer.

Date \_\_\_\_\_

\_\_\_\_\_  
Official Signature of Notary

(Official Seal)

\_\_\_\_\_  
Notary's printed or typed name  
My commission expires: \_\_\_\_\_

GRANTEE:

ORANGE COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Orange County Board of Commissioners

ATTEST:

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

NORTH CAROLINA  
COUNTY OF ORANGE

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that (s)he is Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chair of said Board of Commissioners and attested by her/him as Clerk to said Board of Commissioners.

Witness my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

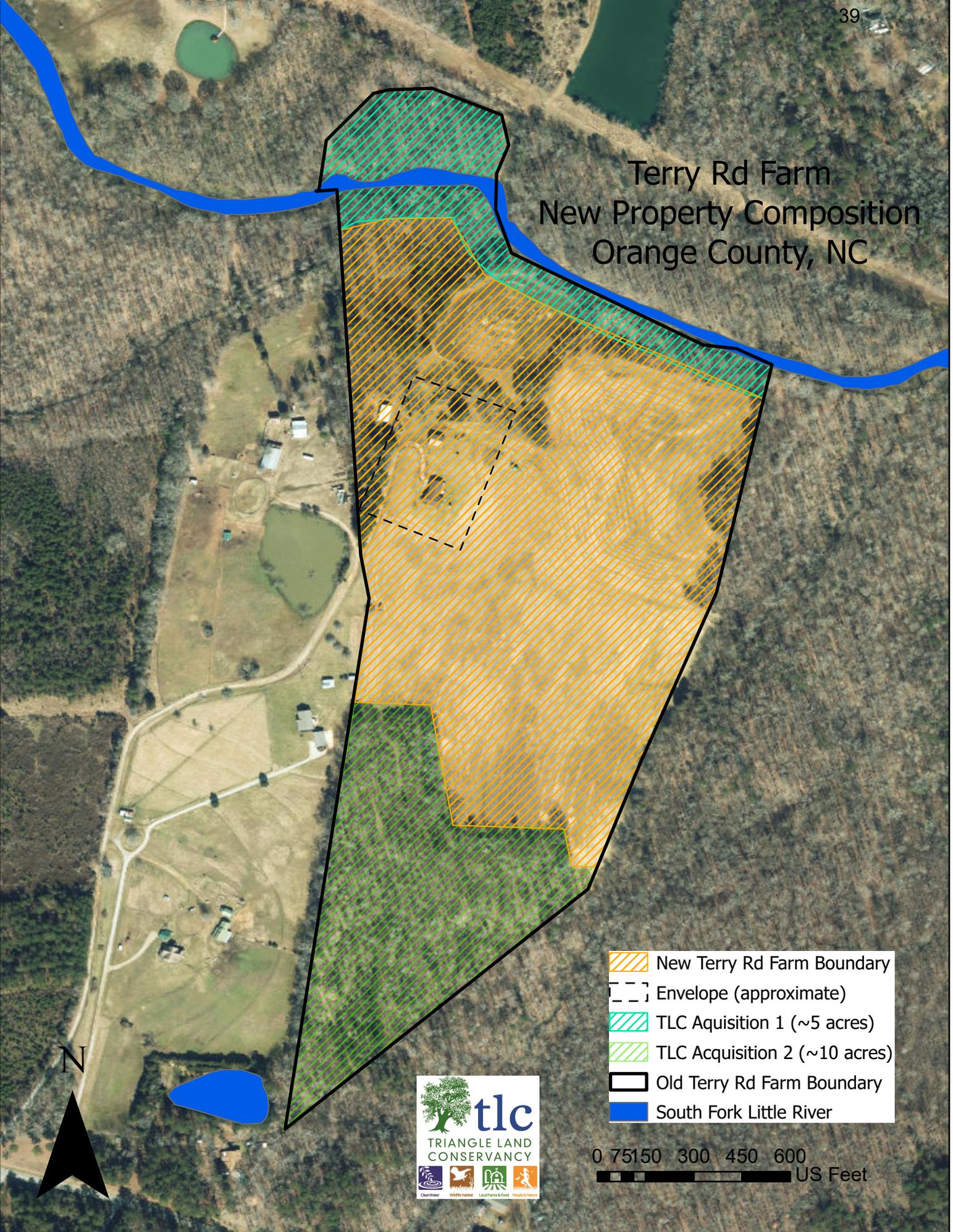
**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

BEING all of that parcel containing \_\_\_\_\_ acres, more or less, as shown on that plat entitled “Conservation Easement Survey for Triangle Land Conservancy – \_\_\_\_\_” prepared by \_\_\_\_\_ recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Orange County Registry, to which reference is hereby made for a more particular description.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF FARMSTEAD ENVELOPE**

BEING all of that certain portion of the Property designated as “Farmstead Envelope” on the plat entitled “Conservation Easement Survey for Triangle Land Conservancy – \_\_\_\_\_” prepared by \_\_\_\_\_ recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Orange County Registry, to which reference is hereby made for a more particular description.

# Terry Rd Farm New Property Composition Orange County, NC



-  New Terry Rd Farm Boundary
-  Envelope (approximate)
-  TLC Aquisition 1 (~5 acres)
-  TLC Acquisition 2 (~10 acres)
-  Old Terry Rd Farm Boundary
-  South Fork Little River



0 75 150 300 450 600  
US Feet

N

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

**SUBJECT:** Contract Award to CRTS, Inc. for Design and Build of Two (2) Custom 48-Foot Tipper Trailers

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**DEPARTMENT:** Solid Waste

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**ATTACHMENT(S):**  
Contract with Attachment 1

**INFORMATION CONTACT:**  
Robert Williams, 919-918-4904

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**PURPOSE:** To approve a contract for the purchase of two (2) 48-foot tipper trailers with a specialized swing door for tipping to allow for the efficient transport and disposal of tires at the County's contracted tire recycling facility.

**BACKGROUND:** Solid Waste contracts with a private business for the recycling of tires. The County hauls the tires to the facility and currently uses a walking floor trailer that is not suitable for the weight of the tires. A Request for Proposals (RFP) was issued seeking bids to design and build appropriate trailers for the hauling and tipping of tires. Three bids were received, and CRTS, Inc. was the lowest, responsive, responsible bidder.

**FINANCIAL IMPACT:** The total cost of the two trailers is \$129,756 with funds coming from the Solid Waste Enterprise Fund.

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

**ENVIRONMENTAL IMPACT:** The following Orange County Environmental Responsibility Goal impact is associated with this item:

- **ENERGY EFFICIENCY AND WASTE REDUCTION**

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

**RECOMMENDATION(S):** The Manager recommends that the Board approve the contract to purchase two (2) 48-foot tipper trailers from CRTS, Inc. and authorize the County Manager to execute the contract.

[Departmental Use Only]  
 TITLE  
 FY

**NORTH CAROLINA**

**SERVICES AGREEMENT RFP/RFQ**

**ORANGE COUNTY**

This Services Agreement (hereinafter “Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (“Effective Date”) by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and CRTS, Inc., (hereinafter, the "Provider").

**WITNESSETH:**

That the County and Provider, for the consideration herein named, do hereby agree as follows:

**1. Services**

a. Scope of Work.

- i) This Services Agreement (“Agreement”) is for services to be rendered by Provider to County with respect to (*insert type of project*): Design and Build of two (2) custom 48-foot tipper trailers as set forth on Attachment 1.
- 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 submission of all work related to the Basic Services.

- ii) Provider shall be responsible for all errors or omissions of its agents, contractors, employees, or assigns 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) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it 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.
- vi) Should this Agreement involve project designs, the construction or creation of which is to be bid out or fulfilled by other contractors, and bidding or negotiation with contractors produce prices which, when added to the other elements of the approved total project cost, produce a cost that is in excess of the approved total project cost, the Provider shall participate with the County in negotiation and design adjustments to the extent such are necessary to obtain prices within the approved total project cost. All activity of the Provider with respect to these matters shall constitute Basic Services and shall be performed by the Provider without additional compensation. If negotiation and design adjustments fail to bring costs within the total project cost the County may reject all bids and Provider will redesign or reduce portions of the project in an effort to reduce the bid prices to within the total project cost and rebid the project. One such redesign is included within Basic Services. If this second letting for bids does not produce bids that are within the approved total project cost initially or after negotiations with the contractor the cost is not reduced to an amount within the total project cost, the Provider is not obligated to engage in further redesign.

### **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 or Request for Qualifications (the “RFP”) “RFP Number 367-OC5398 for “Design and Build Two Custom 48-Foot Tipper Trailers” issued August 4, 2023, and the Provider’s proposal, which are fully incorporated and integrated herein by reference together with Attachments 1 and 2 (designate all attachments). In the event a term or condition in any referenced 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 milestones task list, dates and fees. If milestones are not established mark N/A under Milestone Task 1.)

<u>Milestone Task</u>	<u>Milestone Date</u>	<u>Milestone Fee</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.

**4. Duration of Services**

- a. Term. The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ .
- b. Scheduling of Services
  - i) The Provider shall schedule and perform its 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 its efforts, including providing additional resources and working overtime, as necessary, to perform its 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 .

## 5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services satisfactorily (as determined by the County) performed pursuant to this Agreement. The maximum amount payable for Basic Services is One Hundred Twenty-Nine Thousand Seven Hundred Fifty-Six Dollars (\$129,756.00). In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as Project milestones as set out in Section 3(a)(ii) are achieved up to the corresponding milestone fee. *(For example, Provider may invoice for the amount listed as the milestone fee corresponding to the first milestone task upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Provider may invoice for that corresponding milestone fee.)* Milestone fees shall be the maximum amount payable for its corresponding milestone task which shall not be altered except by written amendment.
- 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 (*James Rogers*) to act as the County's representative with respect to the Project who shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and who 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. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php).) If County's Risk Manager determines additional insurance coverage is required such

additional insurance shall consist of \_\_\_\_\_ (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

## 8. Indemnity

- a. Indemnity. To the extent authorized by North Carolina law the Provider agrees, without limitation, 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 property damage or bodily injury including death 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. Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impractical due to declarations of emergency by Orange County or by North Carolina due to events directly impacting Orange County. Both parties shall remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.
- 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. Upon request of the County, the Provider shall submit to County all relevant documentation, including but not limited to, job cost records, to support its claims for final compensation.

- 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.
- e. Suspension. County may suspend the Basic Services and this Agreement at any time for County's convenience and without penalty to County upon three (3) days' notice to Provider. Upon any suspension by County, Provider shall discontinue the Basic Services and shall not resume the Basic Services until notified to proceed by County.

## 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. Compliance with Laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php).) Any violation of this requirement is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination. By executing this Agreement Provider affirms that Provider and any subcontractors of Provider are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.
- d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be

initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of a suit or action.

- e. 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.
- f. 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.
- g. 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.
- h. Non-Appropriation and Government Action. 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 or 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 or 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.

In the event of a change in the County's statutory authority, mandate or mandated functions, by state 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.

- i. Signatures. This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.
- j. 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: Robert Williams  
P.O. Box 8181

Provider's Name & Address  
CRTS, Inc.  
3301 Integrity Dr.

Hillsborough, NC 27278

Garner, NC 27529

**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: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
*Printed Name and Title*



September 6, 2023

Orange County North Carolina  
300 West Tryon Street  
Hillsborough, NC 27278

Re: RFP No. 367-OC5398

Dear Recipient,

On behalf of CRTS, Inc, we appreciate the opportunity to submit a bid proposal to Orange County for the construction and delivery of (2) new 2024 MAC custom 48-foot Tipper trailers. We feel we are uniquely qualified to participate in this important RFP and believe our experience and product will support our claim.

Per the RFP directions, below please find the contact information for our authorized contract negotiator and the person with signature authority for our company:

**Andy Marchiano**  
**Regional Manager – New Trailer Sales**  
**C.R.T.S., Inc.**  
**3301 Integrity Drive**  
**Garner, NC 27529**

Again, thank you for this opportunity to be of service to Orange County.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mitch Smith', with a large, stylized flourish at the end.

Mitch Smith



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## Vendor Experience/Qualifications, Size & Capacity

Locally owned and operated since 1971, CRTS, Inc. is one of the South's largest and most respected dealerships. Specializing in semi-trailer sales, parts, service, and financing solutions, we have the experience and ability to provide you with the highest level of service possible in every facet of our organization. We have five locations covering North Carolina, South Carolina, and Virginia (under the name of Utility Trailer Sales of Virginia) with more than 115 team members who are dedicated to proudly serving the transportation industry.

As this region's leading independent semi-trailer dealership, we are proud to represent some of the top manufacturers in the industry, including:

- Utility – Refrigerated Trailers, Dry Vans, Flatbeds, Tautliners
- Peerless – Open Top Chip Trailers, Live Floor Trailers, Inwoods Chip Trailers
- MAC – Dump Trailers, Refuse Transfer Trailers, Tippers, Pneumatic Tanks, Aluminum Flatbeds
- Wilson – Hopper Bottom Trailers, Conveyor Belt Trailers
- Kentucky – Specialized Moving and Electronics Vans

CRTS offers service facilities with factory-trained technicians and the latest in tool and repair technologies. We have the capability to perform any service task you may have, from routine maintenance to major wreck repairs. Access to OEM and aftermarket parts is critical in keeping your equipment running smoothly and safely. We stock an extensive inventory of parts for nearly every make and model of trailer on the roads today.

We have one of the largest inventories of New and Used semi-trailers in the region. If your future needs warrant an equipment change, we can work with you on trading in your trailers. Specialized trailers are no problem at CRTS. We have access to the finest engineers in the industry to design and build a custom trailer to meet your exact specifications.

#### 4.5 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. Orange County may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER
Richmond County Solid Waste	Jerry Austin	910-334-0794
Iredell County Solid Waste	Terry Boller	704-878-5430
Ryder Transportation	Beth Simpson	404-579-8993

#### 4.6 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. Orange County will approve or disapprove the requested substitution in a timely manner. Orange County may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, Orange County may request acceptable substitute personnel or terminate the contract services provided by such personnel.

#### 4.7 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of Orange County under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the County. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

## Attachment A

### SPECIFICATIONS FOR TWO, NEW 48 FOOT, 80K GVWR, TIPPER TRAILERS

This solicitation is for two (2) new **Tipper** Trailers each with a capacity of 80K. The desired trailers each being or substantially equivalent to a MAC custom waste trailer.

The following features and specifications shall be acceptable for each trailer:

- Type – Tipper Trailer
- Load Profile 80,000 GVWR
- Body
  - Length - 48
  - Width - 102
  - Floor – ¼ IN. Full
  - Crossmember Spacing – 5 1/4IN. x 8 IN. U Crossmembers, 10 IN. Space
  - Rubber Seal - Yes
  - Wall Height - 100
  - Wall Thickness – 0.19
  - Top Rail Option – 6 IN. W x 9 IN. T x 5/8 IN.
  - NO. OF Uprights – 20
  - Tarp Bar – Yes, Single
  - Bulkhead – 3/16 IN.
  - Bulkhead Steps – Catwalk & Ladder W/ Steps Inside
  - Bottom Rail – Clean-Out
  - Upper Cross Tubes / Caps – (1) Spring-Mid
- Lights
  - **Light Type – Grote L.E.D. W/ Grommet**
  - **Light Panel – 3 Large -3 Small – 3 Large**
  - **Apron – 3/8 IN. x 1-1/2 IN. Full Light Shield**
  - **STD. Marker Lights – (3) Each Side**
  - **MID-Turns – (1) Pair L.E.D. Bracket**
  - **Rear Pocket Lights – 1 Pair**
- Gate
  - Gate Sheet Thickness – Smooth Side Panels
  - Hinge Type – C.S. Side Swing
  - Gate Bracing – No Bracing (Smooth Side Panels)
  - Winders / Safety Latch – Winders (1) Each Side
  - Gate Steps – Up Center Of Gate Outside Only
  - Tarp Hooks – Bulkhead And Gate
- Primary Axles
  - Model – Closed Tandem
  - No. Of Primary Axles – 2
  - Suspension – MAC Fabbed Galvanized Single Leaf Tan. (49)

- Axles Spacing – 49
  - Sub-Frame – Tandem 10 In. I-Beam (Alum)
  - Axles – TP 77.5 5/8W WABCO 7” 25K
  - Brakes – 7 In. XL, W/30-30 Chambers
  - Hub and Drum – Cast W/Steel Hub HP 10 Stud TP, LS, 7 In.
  - Tires – Goodyear Marathon RSS 11R 22.5 16 PLY
  - Wheels – Steel HP 22.5 X 8.25 – White Powder Coated
- Chassis
    - Pin Setting – 36
    - 5<sup>Th</sup> Wheel Plate – 3/8 Low Profile
    - 5<sup>Th</sup> Wheel Plate Height – 49 In. High
    - Galvanized Suspension Hangers – Included W/ Suspension
    - ABS For Trailer – (1) 2S 1M Meritor / WABCO
    - Slacks – Automatic
    - Axle Lubrication – Synthetic Grease
    - Dollies- Landing Gear- Landing Legs – JOST H451- (62,500 LB.)- 10 Year NO Lube – Galvanized Steel- D.S.
    - Registration Holder – Betts PS- 1 W/ Sight Glass (Round Holder)
    - Flaps Rear Of Tires – Flap Behind Rear Axle
    - Bumper – Standard Galv. Steel Push Blocks
    - Tipper Platform Backstop Height – 40 In. (Unless Noted)
    - Tipper Platform Length – 38 FT
- Paint
    - Suspension Color – Black Soft Coat
    - Pin Striping – Black (931716)
    - Machine Finish Logos – Black (931716)

TOTAL PRICE FOR 2 NEW 48 FOOT, 80K GVWR, TIPPER TRAILERS: \$ 129,756.00

Please note the following:

Trailer is priced FOB the CRTS Inc. facility in Garner, NC.

Trailer is priced FET exempt.

Trailer price does not include NC state tax and tag fees.

Projected production is November-December 2023.



**CRTS, INC**

3301 INTEGRITY DRIVE

GARNER, NC 27529

Phone: (919) 773-4000

Website: WWW.CRTSINC.COM

<b>TRIPPERSP</b>		<b>Quote ID # 86675</b>	<b>JOB #</b>	<b>Rev 4</b>
<b>Customer</b>	Orange County North Carolina		<b>Balance Due</b>	<b>\$64,878.00</b>
<b>Dealer Name</b>	CRTS, INC		<b>Cubic Yards</b>	<b>116</b>
<b>Quote Date</b>	8/14/23	<b>Otv</b>	<b>2</b>	<b>Weight</b> <b>13528 lbs. ***</b>
<b>Dealer Salesman</b> SHAWN C FREDRITZ		<b>Model Code</b> BI	<b>Plant of Mfg</b> W	
<b>CustP.O. #</b>	<b>Cust Unit #</b>	ORANGE COUNTY, NC 2 TRAILER BID.		

<b>BODY</b>	
LOAD PROFILE	MATERIAL, 80K GVWR
LENGTH	48
WIDTH	102
FLOOR	1/4 IN. FULL
CROSSMEMBER SPACING	5 1/4 IN. x 8 IN. U CROSSMEMBERS, 10 IN. SPACE
RUBBER SEAL	YES
WALL HEIGHT	100
WALL THICKNESS	0.19
TOP RAIL OPTION	6 IN. W X 9 IN. T X 5/8 IN.
	5 IN. W X 9 IN. T X 5/8 IN.
NO. OF UPRIGHTS	20
NO. OF UPRIGHTS TO ADD OR SUBTRACT	0
TARP BAR	YES, SINGLE
BULKHEAD	3/16 IN.
BULKHEAD STEPS	CATWALK & LADDER W/ STEPS INSIDE
BOTTOM RAIL	CLEAN-OUT
UPPER CROSS TUBES / CAPS	(1) SPRING-MID & (1) TUBE-REAR

<b>LIGHTS</b>	
LIGHT TYPE	GROTE L.E.D. W/ GROMMET
LIGHT PANEL	3 LARGE - 3 SMALL - 3 LARGE
APRON	3/8 IN. X 1-1/2 IN. FULL LIGHT SHIELD
STD. MARKER LIGHTS	(3) EACH SIDE
MID-TURNS	(1) PAIR L.E.D. BRACKET
REAR POCKET LIGHTS	1 PAIR

<b>GATE</b>	
GATE SHEET THICKNESS	SMOOTH SIDE PANELS
GATE OPERATION	MECHANICAL SIDE LATCH
HINGE TYPE	C.S. SIDE SWING
GATE BRACING	NO BRACING (SMOOTH SIDE PANELS)
WINDERS / SAFETY LATCH	WINDERS (1) EACH SIDE
	1 WINDER, DRIVER SIDE ONLY DUE TO SIDE SWING GATE.
GATE STEPS	UP CENTER OF GATE OUTSIDE ONLY
TARP HOOKS	BULKHEAD AND GATE

<b>PRIMARY AXLES</b>	
MODEL	CLOSED TANDEM
NO. OF PRIMARY AXLES	2
SUSPENSION	MAC FABBED GALVANIZED SINGLE LEAF TAN. (49)
AXLE SPACING	49

SUB-FRAME	TANDEM 10 IN. I-BEAM (ALUM)
AXLES	TP 77.5 5/8W WABCO 7" 25K
BRAKES	7 IN. XL, W/ 30-30 CHAMBERS
HUB AND DRUM	CAST W/ STEEL HUB HP 10 STUD TP, LS, 7 IN.
TIRES	GOODYEAR MARATHON RSS 11R 22.5 16 PLY
WHEELS	STEEL HP 22.5X8.25 - WHITE POWDER COATED
PRIMARY AXLE TIRE INFLATION SYSTEM	MOVED TO CHASSIS

**LIFT AXLES**

NO. OF LIFT AXLES	0
LIFT AXLE TIRE INFLATION SYSTEM	MOVED TO CHASSIS

**STEERABLE LIFT AXLES**

NO. OF STEERABLE AXLES	0
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**CHASSIS**

PIN SETTING	36
5TH WHEEL PLATE	3/8 LOW PROFILE
5TH WHEEL PLATE HEIGHT	49 IN. HIGH
GALVANIZED SUSPENSION HANGERS	INCLUDED W/ SUSPENSION
ABS FOR TRAILER	(1) 2S1M MERITOR / WABCO
SLACKS	AUTOMATIC
AXLE LUBRICATION	SYNTHETIC GREASE
DOLLIES - LANDING GEAR - LANDING LEGS	JOST H451 - (62,500 LB.) - 10 YEAR NO LUBE - GALVANIZED STEEL - D.S.
REGISTRATION HOLDER	BETTS PS-1 W/ SIGHT GLASS (ROUND HOLDER)
AIR TANKS	ALUMINUM TANK
FLAPS REAR OF TIRES	FLAP BEHIND REAR AXLE
BUMPER	STANDARD GALV. STEEL PUSH BLOCKS
TIPPER PLATFORM BACKSTOP HEIGHT	40 IN (UNLESS NOTED)
TIPPER PLATFORM LENGTH	38 FT

**TARP****PAINT**

SUSPENSION COLOR	BLACK SOFT COAT
PIN STRIPING	BLACK (931716)
MAC MACHINE FINISH LOGOS	BLACK (931716)

**Due to potential material cost increases, delivered unit pricing will be finalized 90 days prior to start of production.**

**Quote #** 86675

**Job #**

*Pricing is in U.S. Currency*

<b>UNIT PRICE</b>	<b>\$63,078.00</b>
FET	\$0.00
Sales Tax	\$0.00
<b>SUB TOTAL</b>	<b>\$63,078.00</b>
Freight	\$1,800.00
	<b>\$64,878.00</b>
Trade In Allowance	\$0.00
Down Payment	\$0.00
<b>BALANCE DUE</b>	<b>\$64,878.00</b>

x (2) units

Total Price: \$129,756.00

**Thank you for your business**

**ORDER CANCELLATION POLICY**

Orders configured with common published and non-published options will not be subject to a cancellation penalty when the Manufacturer receives the request for cancellation 12 or more weeks prior to the scheduled production date. All cancellation requests received within 12 weeks but no less than 8 weeks of the scheduled production start date must be approved by the Product Manager for the specified product line and will be subject to a \$2500.00 cancellation fee. Cancellation requests within 8 weeks of the scheduled production start date will not be accepted.

**\*\*\* denotes a weight for reference only. Trailer weight will be provided with the engineering design approval packet.**

### **Addendum Acknowledgement Form**

Consultants must acknowledge receipt of addendums posted by Orange County before the RFP/RFQ deadline. Please initial for Addendums received.

Addendum No 1 \_\_\_\_\_

Addendum No 2 \_\_\_\_\_

Addendum No 3 \_\_\_\_\_

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Section I:	General Government and Administration
Policy 10.0:	Living Wage Contractor Policy
Reviewed by:	County Attorney/County Manager
Approved by:	County Manager
Original Effective Date:	April 21, 2016
Revisions:	August 1, 2016

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**Policy Statement**

It is the policy of Orange County to ensure its employees, and all individuals who provide services for Orange County, are paid a living wage.

**Purpose**

To encourage all vendors and contractors to pay a living wage to all employees who perform work pursuant to a contract with Orange County.

**Applicability**

Applies to all Orange County contracts and purchases.

**Policy**

## 10.1 Living Wage

10.1.1 Orange County is committed to providing its employees with a living wage and encourages all contractors and vendors doing business with Orange County to pursue the same goal. Orange County's living wage is as reflected in the adopted Orange County Budget and as that budget document is amended from time to time. To the extent possible, Orange County recommends that contractors and vendors seeking to do business with Orange County provide a living wage to their employees.

10.1.2 Prior to final execution of a contract with Orange County all contractors and vendors seeking to do business with Orange County shall submit to the County's representative a statement indicating whether those employees who will perform work on the Orange County contract are paid at least the living wage amount set out above. If such employees do not make at least the living wage amount set out above the contractor or vendor shall indicate in the statement the actual amount paid to such employees. For bid projects this statement should be submitted as part of the bid packet.

**This policy may be reviewed annually and updated as needed by the Manager's Office**

Acknowledged Receipt by:   
 Company Name: C.R.T.S., Inc.  
 Date: 9/6/23

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

\*\*\*\*\*

I, Tamera G. Crowder (Tammy) (the individual attesting below), being duly authorized by and on behalf of C.R.T.S., Inc. (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES , or
  - b. NO
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 18<sup>th</sup> day of August, 2023.

Tamera G. Crowder  
Signature of Affiant  
Print or Type Name: Tamera G. Crowder

State of North Carolina, Wake County

Signed and sworn to (or affirmed) before me, this the 18<sup>th</sup> day of August, 2023

My Commission Expires: 7-28-2024

Jodie Hairfield  
Notary Public

(Affix Official/Notarial Seal)



## ORANGE COUNTY NONDISCRIMINATION CERTIFICATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

1. In preparing its enclosed bid or proposal, the undersigned bidder or proposer has considered all bids and proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 12-52 of the Orange County Non-discrimination Ordinance.
2. Without limiting any other remedies that Orange County may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for Orange County to reject the bid or proposal submitted with this certification, and terminate any contract awarded based on such bid or proposal. It shall also subject the bidder or proposer to disqualification from participating in county contracts or bid processes for up to two years.
3. As a condition of contracting with Orange County, the undersigned bidder or proposer agrees to promptly provide to Orange County all information and documentation that may be requested by Orange County from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information constitutes grounds for Orange County to reject the bid or proposal and to terminate, without penalty to Orange County, any contract awarded on such bid or proposal. All such information and documentation shall be maintained for a period of three years after the expiration of the contract.
4. As part of its bid or proposal, the undersigned bidder or proposer shall provide to Orange County a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees to comply with the Orange County Non-discrimination Ordinance. Falsification of this certification shall constitute a violation of the Orange

County Non-Discrimination Ordinance and shall be grounds for rejection of the bid or proposal or termination of an existing contract, without fault or further obligation to Orange County.

6. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees that Orange County may consider the information submitted as part of this certification in its determination of the responsibility of the undersigned bidder or proposer. The undersigned bidder or proposer, as the case may be, waives the right to challenge the rejection of a bid or proposal when such rejection is based, in its entirety, on information submitted as part of this certification.

The bidder or proposer certifies the undersigned has full authority to sign on its behalf.

By: *Andy Marchiano*  
*Andy Marchiano, Reg. Mgr. - New Trailer Sales*  
Printed Name and Title

On behalf of *C.R.T.S., Inc.*

\_\_\_\_\_  
Company or Corporate name

**Supplemental Vendor Information: HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP/RFQ. Any questions concerning NC HUB certification, contact the **North Carolina Office of Historically Underutilized Businesses** at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- 1) Is Vendor a Historically Underutilized Business?  Yes  No
- 2) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  Yes  No

If so, state HUB classification:

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ORD-2024-001

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

**SUBJECT:** Fiscal Year 2023-24 Budget Amendment #5

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**DEPARTMENT:** County Manager's Office

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**ATTACHMENT(S):**

Attachment 1. Year-to-Date Budget  
Summary

**INFORMATION CONTACT:**

Kirk Vaughn, (919) 245-2153

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**PURPOSE:** To approve budget, grant, and capital project ordinance amendments for Fiscal Year 2023-24.

**County Manager's Office**

1. The Orange County Arts Commission (OCAC) has received \$45,147 in additional State Arts Grant Funds. Funds are to be used to support OCAC programming and granted to Grassroots applicants, operating as 501(c)(3) arts organizations, based on criteria approved by the State. These funds are authorized in the Visitors Bureau Fund, outside of the General Fund.

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

**Criminal Justice Resources**

2. The Criminal Justice Resources Department has received \$550 in donations from the Orange County Bail Bond Justice Project and a public donation to assist with client transportation and other client needs for use in FY 2023-24. This budget amendment provides for the receipt of these additional funds in the General Fund.

3. Orange County, through the Criminal Justice Resources Department (CJRD), has received confirmation of \$11,200 in additional funding toward the signed Memorandum of Agreement (MOA) with the Orange County Bail Bond Justice Project (OCBBJP), a local non-profit organization, to fund a temporary position to work in the CJRD to provide clinical services to individuals incarcerated at the Orange County Detention Center. This budget amendment appropriates the additional \$11,200 for the temporary position in the General Fund.

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

### **Animal Services**

4. Animal Services is utilizing \$8,458 of donated funds to cover the cost of spaying/neutering of Orange County community cats. The donated funds are from the Free Roaming Cat Initiative. This budget amendment provides for the receipt and use of these funds consistent with the intent of the donations.
5. Animal Services is utilizing \$500 of donated funds to cover the cost of lab services. The donated funds are from IDEXX Laboratories, Inc. This budget amendment provides for the receipt and use of these funds consistent with the intent of the donations.

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

### **Health Department**

6. **AA117 Public Health** – The Orange County Health Department has received \$384,477 in Federal pass-through grant funds to support foundational capabilities for local health departments through workforce investment including hiring, retaining, and training. The grant services period is from June 1, 2023 to May 31, 2024. This amendment provides for the appropriation of \$110,800 in FY 2023-24. A portion of the funding will be used to contract with NC Alliance of Public Health Agencies (NCAPHA) to supply OC Health Department with an Administrative/Coordinator position. The remaining portion will be used to cover training, mileage, and existing personnel costs.
7. **UNC IMPACT Incentives Program** – The Orange County Health Department has received an \$11,000 grant from researchers at the University of North Carolina (UNC) to participate in a clinical research program to improve Human Papillomavirus (HPV) vaccination initiation rates among participants ages 9-12. These funds will be used to offer patients free HPV vaccine.

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

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

### Planning and Inspections

8. **Communications Towers Trust Fund** – The Communications Tower Trust Fund accounts for application fees paid to the County by telecommunication companies, with these fees being used to pay costs associated with determining tower location and construction. This budget amendment appropriates \$5,000 in revenue received to pay consultant costs for reviewing telecommunication applications. The consultant fee is paid only after the project is closed out, in compliance with the County’s Unified Development Ordinance. This budget amendment provides for the receipt of these funds in the Communications Towers Trust Fund, outside of the General Fund.

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

### County Manager’s Office – Sustainability

9. The Board of Commissioners approved the Climate Action Plan at the November 2, 2023 Business meeting. In order to achieve the climate goals and initiatives of the plan, the Plan recommends adding an additional staff resource in the sustainability division to assist the Sustainability Manager in implementation. This amendment creates one permanent FTE (full time equivalent) position for a Sustainability Projects Analyst. This Analyst will provide leadership and technical expertise for a variety of sustainability programs, grants and policy development that supports climate action. These can include energy efficiencies, renewable energy, social and racial equity, resilience, electrical vehicle charging infrastructure deployment, natural resource conservation, and pilot projects. The position will play a pivotal role building upon current programs while developing and implementing new opportunities to advance progress towards climate and sustainability goals. This amendment will utilize \$38,000 from fund balance in the General Fund to fund the position through the end of the year. Ongoing funding for the position will be addressed in the FY 2024-25 Budget.

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

- **GOAL: ESTABLISH SUSTAINABLE AND EQUITABLE LAND-USE AND ENVIRONMENTAL POLICIES**

The fair treatment and meaningful involvement of people of all races, cultures, incomes and educational levels with respect to the development and enforcement of environmental laws, regulations, policies, and decisions. Fair treatment means that no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental, and commercial operations or policies.

## Housing Department

10. **Emergency Solutions Grant** – The Orange County Rapid Re-Housing program was awarded \$43,660 from the FY23 Emergency Solutions Grant (ESG). The performance period for this grant award is January 1, 2024 – December 31, 2024. The program is administered in the Orange County Housing Department with assistance and oversight from the Orange County Partnership to End Homelessness. This program provides supportive services and rental assistance to people who are currently experiencing homelessness in Orange County and receives referrals via Coordinated Entry in accordance with the HUD Continuum of Care prioritization. The funding will be utilized to support existing staff through December 2024. These funds will be allocated in the Community Development Fund, outside of the General Fund, and amends the following project ordinance:

### ***Emergency Solutions Grant - 71084 (\$43,660)***

Revenues for this project:

	Current FY 2023-24	FY 2023-24 Amendment	FY 2023-24 Revised
ESG Grant Revenues	\$140,639	\$43,660	\$184,299
<b>Total Project Funding</b>	<b>\$140,639</b>	<b>\$43,660</b>	<b>\$184,299</b>

Appropriated for this project:

	Current FY 2023-24	FY 2023-24 Amendment	FY 2023-24 Revised
Grant Expenditures	\$140,639	\$43,660	\$184,299
<b>Total Costs</b>	<b>\$140,639</b>	<b>\$43,660</b>	<b>\$184,299</b>

11. **Rapid Rehousing** - The Orange County Rapid Re-Housing program was awarded \$79,077 in the FY23 State Fiscal Recovery Funds (SFRF) competition. This funding, originating from the US Department of Treasury, is being administered by the NC ESG office. The performance period for this grant award is January 1, 2024 – June 30, 2025. The program is administered in the Orange County Housing Department with assistance and oversight from the Orange County Partnership to End Homelessness and in active collaboration with the Orange County Department of Social Services. This program provides supportive services and rental assistance to people who are currently experiencing homelessness in Orange County who have Child Protective Service involvement and receives referrals via Coordinated Entry in accordance with the HUD Continuum of Care prioritization. These funds will be allocated in the Community

Development Fund, outside of the General Fund, and creates the following project ordinance:

***Rapid Rehousing - State Fiscal Recovery Funds - 47478 (\$79,077)***

Revenues for this project:

	Current FY 2023-24	FY 2023-24 Amendment	FY 2023-24 Revised
Grant Revenues	\$0	\$79,077	\$79,077
<b>Total Project Funding</b>	<b>\$0</b>	<b>\$79,077</b>	<b>\$79,077</b>

Appropriated for this project:

	Current FY 2023-24	FY 2023-24 Amendment	FY 2023-24 Revised
Grant Expenditures	\$0	\$79,077	\$79,077
<b>Total Costs</b>	<b>\$0</b>	<b>\$79,077</b>	<b>\$79,077</b>

12. **Rapid Rehousing – Compass Center** - The Orange County Rapid Re-Housing program was approved to receive for a grant transfer that was awarded to The Women’s Center, Inc. (dba Compass Center) in the FY22 Continuum of Care (CoC) competition. This grant award is \$157,208 and the performance period is January 1, 2024 – December 31, 2024. The program is administered in the Orange County Housing Department with assistance and oversight from the Orange County Partnership to End Homelessness. This program provides supportive services and rental assistance to people who are currently experiencing homelessness in Orange County AND are actively fleeing domestic violence. This amendment will authorize a time-limited Rapid Rehousing Specialist III through December 31, 2024. This budget amendment provides for the receipt of these funds in the Community Development Fund, and establishes the following project ordinance:

***Rapid Rehousing - Compass Center (\$157,208) - Project 47479***

Revenues for this project:

	Current FY 2023-24	FY 2023-24 Amendment	FY 2023-24 Revised
Grant Revenues	\$0	\$157,208	\$157,208
<b>Total Project Funding</b>	<b>\$0</b>	<b>\$157,208</b>	<b>\$157,208</b>

Appropriated for this project:

	Current FY 2023-24	FY 2023-24 Amendment	FY 2023-24 Revised
Grant Expenditures	\$0	\$157,208	\$157,208
<b>Total Costs</b>	<b>\$0</b>	<b>\$157,208</b>	<b>\$157,208</b>

13. **NC Urgent Repair** – The Housing Department has received notification of \$132,000 in grant funds from the North Carolina Housing Finance Agency (NCHFA) to be used toward the Urgent Repair Program. The required County match of \$40,000 is being transferred from available funds within the Community Development Fund. The Urgent Repair Program will assist fourteen (14) homeowners with home repairs and rehabilitation. Eligibility for the program depends on household income, with income limits set at 50% of

the County's Area Median Income, as well as qualifying as a household with special needs including people age 62 and older, single parents, large families with 5 or more household members, children with lead hazards present in the home, as well as emergency cases. This budget amendment provides for the receipt of these funds in the Community Development Fund, and establishes the following project ordinance:

***NCHFA Urgent Repair 2023 (\$172,000) - Project # 47455***

Revenues for this project:

	Current FY 2023-24	FY 2023-24 Amendment	FY 2023-24 Revised
Grant Revenue	\$0	\$132,000	\$132,000
Transfer from General Fund	\$0	\$40,000	\$40,000
<b>Total Project Funding</b>	<b>\$0</b>	<b>\$172,000</b>	<b>\$172,000</b>

Appropriated for this project:

	Current FY 2023-24	FY 2023-24 Amendment	FY 2023-24 Revised
Grant Expenditures	\$0	\$172,000	\$172,000
<b>Total Costs</b>	<b>\$0</b>	<b>\$172,000</b>	<b>\$172,000</b>

14. **NC Single Family Rehab** - The Housing Department has received notification of \$162,000 in grant funds from the North Carolina Housing Finance Agency (NCHFA) to be used toward the Urgent Repair Program. The Urgent Repair Program will assist five (5) homeowners with home repairs and rehabilitation. Eligibility for the program depends on household income, with income limits set at 80% of the County's Area Median Income, as well as qualifying as a household with special needs including people age 62 and older, single parents, large families with 3 or more household members, children with lead hazards present in the home, as well as emergency cases. This budget amendment provides for the receipt of these funds in the Community Development Fund, and establishes the following project ordinance:

***NCHFA Single Family Rehab 2023 (\$162,000) - Project 47462***

Revenues for this project:

	Current FY 2023-24	FY 2023-24 Amendment	FY 2023-24 Revised
Grant Revenues	\$0	\$162,000	\$162,000
<b>Total Project Funding</b>	<b>\$0</b>	<b>\$162,000</b>	<b>\$162,000</b>

Appropriated for this project:

	Current FY 2023-24	FY 2023-24 Amendment	FY 2023-24 Revised
Grant Expenditures	\$0	\$162,000	\$162,000
<b>Total Costs</b>	<b>\$0</b>	<b>\$162,000</b>	<b>\$162,000</b>

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

- **GOAL: CREATE A SAFE COMMUNITY**

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

- **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: ENSURE ECONOMIC SELF-SUFFICIENCY**

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

**ENVIRONMENTAL IMPACT:** There are no Orange County Environmental Responsibility Goal impacts associated with these items other than as noted otherwise above.

**FINANCIAL IMPACT:** Financial impacts are included in the background information above. This budget amendment provides for the receipt of these additional funds in FY 2023-24 and increases the General Fund by \$180,508, the Community Development Fund by \$573,945, the Visitors Bureau Fund by \$45,147 and the Communications Towers Trust Fund by \$5,000.

**RECOMMENDATION(S):** The Manager recommends the Board approve the budget, grant, and capital project ordinance amendments for Fiscal Year 2023-24.

**Year-To-Date Budget Summary***Fiscal Year 2023-24*

<b>Fund Budget Summary</b>	<b>General Fund</b>	<b>Community Development Fund</b>	<b>Visitors Bureau Fund</b>	<b>Communications Towers Trust Fund</b>
Original Budget Revenue	\$271,114,238	\$1,036,594	\$2,406,501	
Interfund Transfer Revenue	\$1,391,290	\$417,103		
Fund Balance Appropriation	\$7,000,000		\$310,165	
<b>Total Original Budget</b>	<b>\$279,505,528</b>	<b>\$1,453,697</b>	<b>\$2,716,666</b>	<b>\$0</b>
<b>Additional Revenue Received Through Budget Amendment #5 (January 16, 2024)</b>				
Grant Funds	\$937,025	\$573,945	\$45,550	
Non Grant Funds	\$100,749		\$7,346	\$5,000
Additional Interfund Transfer Revenue	\$44,338			
Additional Fund Balance Appropriation	\$71,256			
<b>Total Amended Budget</b>	<b>\$280,658,896</b>	<b>\$2,027,642</b>	<b>\$2,769,562</b>	<b>\$5,000</b>
Dollar Change in 2023-24 Approved Budget	\$1,153,368	\$573,945	\$52,896	\$5,000
% Change in 2023-24 Approved Budget	0.43%	55.37%	2.20%	100.00%

**Authorized Full Time Equivalent Positions**

Original Approved Full Time Equivalent Positions (includes Permanent and Time Limited)	1,001.800	14.130	9.000	
Changes to Full Time Equivalent Positions	1.000	1.000		
<b>Total Approved Full-Time-Equivalent Positions for Fiscal Year 2023-24</b>	<b>1,002.800</b>	<b>15.130</b>	<b>9.000</b>	<b>0.000</b>

**ORANGE COUNTY  
BOARD OF COMMISSIONERS  
ACTION AGENDA ITEM ABSTRACT  
Meeting Date: January 16, 2024**

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

**SUBJECT:** Amendment to the Clean, Inc. Contract for the Visitors Bureau

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**DEPARTMENT:** Economic Development/  
Visitors Bureau

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**ATTACHMENT(S):**

Contract Amendment to the 2023-2024  
Agreement between Chapel  
Hill/Orange County Visitors Bureau  
and Clean, Inc.

**INFORMATION CONTACT:**

Laurie Paolicelli, 919-245-4322

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**PURPOSE:** To approve a contract amendment to the July 1, 2023 through June 30, 2024 agreement between Orange County and Clean, Inc. to increase the marketing contract for the Visitors Bureau.

**BACKGROUND:** At the request of the hotel industry, the Visitors Bureau is placing more emphasis on cultivating groups and meetings to Orange County during the mid-week. The Bureau will partner with CVENT, Inc, a leading cloud-based platform for meetings and group business, to prioritize group leads. CVENT provides users with the tools to efficiently manage, prioritize and track high volumes of group business leads through a central interface. Post-COVID, the group meetings industry has not returned to pre-2020 levels. Through increased advertising, Orange County hotels will attract more prospects.

**FINANCIAL IMPACT:** The contract would increase the current contract from \$575,312 to \$588,097.50 to include increased advertising through CVENT.

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

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

Tourism is a clean and green industry that fuels the economy leading economic self-sufficiency of Orange County residents.

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

**RECOMMENDATION(S):** The Manager recommends that the Board approve the proposed contract amendment and authorize the Manager to sign the amendment and any future amendments within the approved budgeted amount.

NORTH CAROLINA

## CONTRACT AMENDMENT

ORANGE COUNTY

**THIS CONTRACT AMENDMENT** (“Amendment”) is made and entered into this fourth day of December 2023 by and between **ORANGE COUNTY** (hereinafter referred to as “**County**”) and **Clean, INC** (hereinafter referred to as “**Provider**”).

**WITNESSETH:**

THAT WHEREAS, the County and Provider entered into a contract dated July 1, 2023, (hereinafter the “Original Agreement”), for the provision of services for marketing and communications management; and

WHEREAS, the County and Provider desire to amend 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 of the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. In order to ensure the completion of the Services identified in the term of the Original Agreement is amended to reflect an end date by which all Services shall be completed of 06/30/2024.
2. Exhibit 1 to the Original Agreement is amended by adding the following tasks and services to the Services to be provided by the Consultant: CVENT contract to be paid by Clean will be upgraded to include additional advertising clicks at a prorated amount to cover 12/1/2023-06/30/2024. See attached Exhibit 2.
3. Article 5, Section a is amended to reflect a maximum payable not-to-exceed amount of five hundred eighty eight thousand ninety seven and 50/100 dollars (\$588,097.50).
4. 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 the event there is a conflict between the terms of the Original Agreement and the terms of this Amendment, this Amendment shall control.

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

**ORANGE COUNTY****PROVIDER**


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 Bonnie Hammersley  
 County Manager

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 Lee Davis, CEO  
 Clean, Inc.



**Additional Purchase within Existing Agreement**

<b>Customer: Chapel Hill/Orange County Visitors Bureau</b>	<b>Cvent, Inc.</b>
Billing Address: 806 McCulloch St. Suite 102 Raleigh, NC 27603	1765 Greensboro Station Place, 7th Floor Tysons Corner, VA 22102 Billing Dept. Phone: 703.226.3522 Billing Dept. Email: Receivables@cvent.com

**Software, Enhanced RFP Services, Paid Advertising, Analytics, Fees and Usage Totals**

**YEAR 1: 12/1/2023 - 6/30/2024**

<b>Total Price Before Discount</b>	<b>USD 11,837.51</b>
<b>Discount</b>	<b>USD -947.99</b>
<b>TOTAL FEES PAYABLE in USD*</b>	<b>USD 12,785.50</b>

**YEAR 1: 12/1/2023 - 6/30/2024**

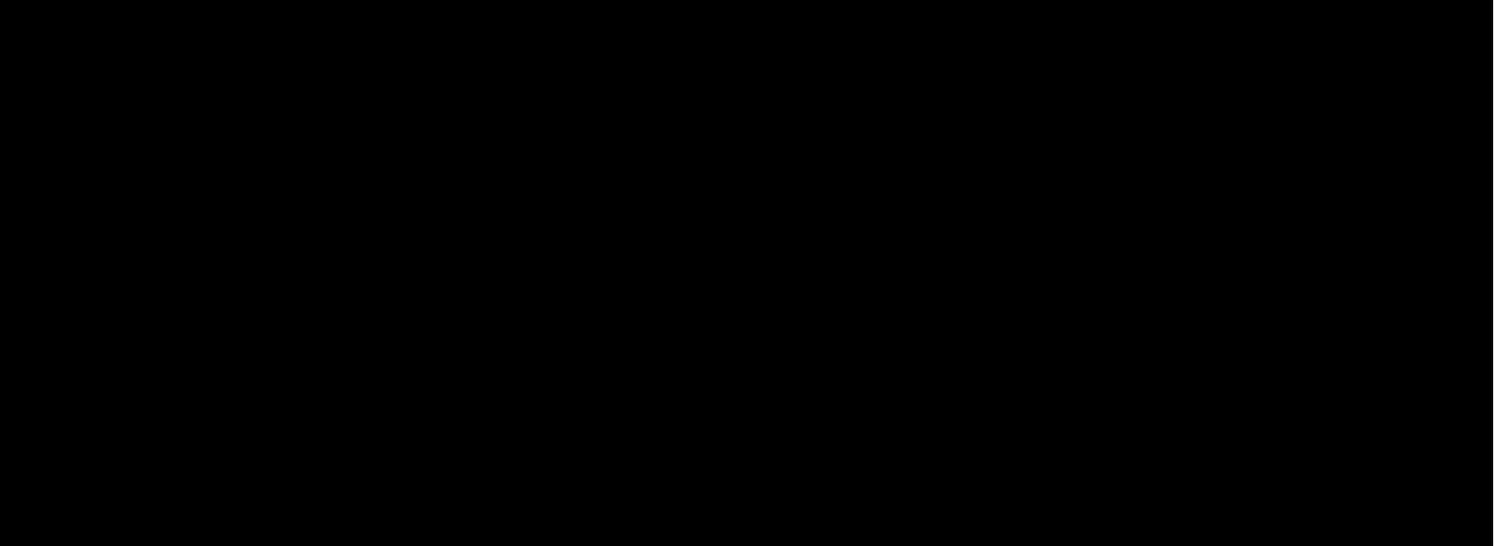
<b>Listing Advertisement(s), Software, Services and CONNECT</b>	<b>Quantity</b>	<b>Service Term</b>	<b>Fee</b>
CSN Advertising - 2 Diamond	- 1	12/1/2023 - 6/30/2024	USD -9,084.07
CSN Advertising - 3 Diamond	1	12/1/2023 - 6/30/2024	USD 18,629.57

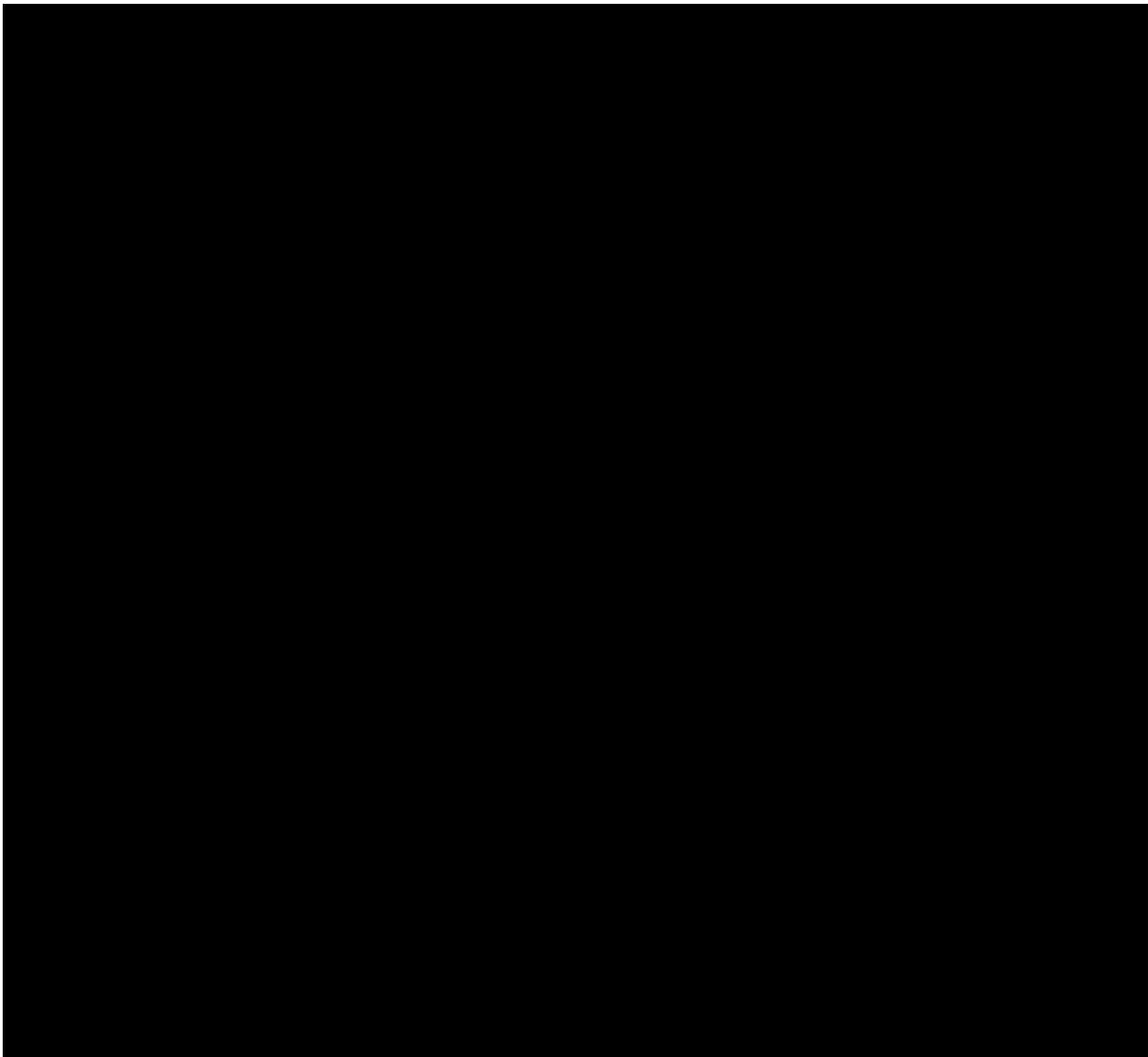
<b>Retargeting Ads</b>	<b>Quantity</b>	<b>Service Term</b>	<b>Net Total Price</b>
CSN Advertising - Google Display Ads - Geo-Targeting - Landing Page On Cvent	300	12/1/2023 - 6/30/2024	USD 3,240.00

*Adding an additional 300 clicks to the existing 500 clicks = 800 clicks total.*

**Contract Term**

The term is 12/1/2023 to 6/30/2025. Except as herein provided, the terms of the original Agreement remain the same and there is no impact on fees or services agreed upon to date.





Billing Contact Details:	Billing Address:	Service Address:
Name: Jessica Herrschaft	Street: 806 McCulloch St. Suite 102	Street: 501 West Franklin Street
Title: Senior Media Analyst	City: Raleigh	City: Chapel Hill
Email: jherrschaft@cleaninc.com	State: NC	State: NC
Phone: +19199682060	Zip Code: 27603	Zip Code: 27516
	Country: US	Country: US

**Update Billing Contact Details ( Only if the Billing Contact details are incorrect )**



**Cvent Signatory****Customer Signatory****6***Signatory represents that s/he is the authorized to bind the Supplier entity listed above.*

Name:

Name:

Title: Regional Account Director, Hospitality Cloud

Title:

Email: cwhitman@cvent.com

Email: jherrschaft@cleaninc.com

Phone: +1 (571) 378-6188

Phone: +19199682060

Signature:

Signature:

Date Signed:

Date Signed:

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** January 16, 2024

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

**SUBJECT:** Approval of Motorola Solutions, Inc. Contract for Bi-directional Antenna Systems in K-12 Schools

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**DEPARTMENT:** Emergency Services

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**ATTACHMENT(S):**  
Motorola Solutions, Inc. Quote 2275549  
Contract including Addendum

**INFORMATION CONTACT:**  
Kirby Saunders, (919) 245-6123

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**PURPOSE:** To approve a contract with Motorola Solutions, Inc. for the first phase of installations of bi-directional antenna systems within K-12 public schools.

**BACKGROUND:** In 2022-2023, the Board approved funding to conduct benchmark testing of the public safety radio reception within all K-12 public schools. In the FY 2023-33 CIP budget, the Board approved funding purchase and install equipment to improve the reception of the public safety radio system within all K-12 public schools within the County.

The installation of a bi-directional antenna (BDA) system within each school facility will ensure public safety radio coverage in 99% of all critical areas and 95% overall. Additionally, the deployment of building specific BDA systems lowers the amount of new public safety telecommunication towers needed throughout the County, resulting in significant savings.

Following the benchmark testing, staff worked to prioritize the project into phases. This contract is for Phase 1 (of 2) for the purchase and installation of the BDA systems, which includes 15 schools across both of the school districts including:

- AL Stanback Middle School
- Carrboro High School
- East Chapel Hill High School
- Frank Porter Graham Elementary School
- Gravely Hills Middle School
- McDougle Elementary School and Middle School
- Morris Grove Early Learning
- New Hope Early Learning
- Efland Cheeks Elementary School
- Mary Scroggs Elementary School

- Orange Middle School
- Partnership Academy
- Pathways Elementary School
- Seawell Elementary School
- Smith Middle School

Procurement is through the North Carolina State Contract #22437-725G.

**FINANCIAL IMPACT:** The County will be responsible for the initial purchase and installation for each school, estimated to be around \$3 million total. Funding was approved in the FY 2023-33 Capital Investment Plan.

Once installed, each district will become responsible for the annual maintenance/replacement of the systems, estimated to be approximately \$48,000 annually per district. The County's Emergency Services Department will manage the procurement and installation phases.

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

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

Improving reception of public safety communications within K-12 public schools can improve communication, response, and coordination during emergencies, thus creating a safer environment for all.

- **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.

By installing the BDA systems, the overall count of new towers is lowered significantly. The installation of new vertical telecommunications towers would likely result in land disruption, negative environmental consequences, and disproportionate impacts on the community.

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

**RECOMMENDATION(S):** The Manager recommends that the Board approve and authorize the County Manager to sign the attached Motorola Solutions, Inc. contract, with addendum, and any necessary amendments.

Proposal

**Orange County, NC**

# Emergency Radio Response Coverage

December 6th, 2023

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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## Section 1

# System Description

Orange County Schools has requested a proposal from Motorola Solutions for the 700/800 MHz ERRC/ERCES BDA/ DAS solution. This proposal is compliant with the current local and North Carolina Fire Code requirements. Motorola is proposing a suite of Amplifier Solutions.

Depending on final design, Motorola will install a Class A Critical Point ½ Watt, 2 Watt, or 5W Bidirectional Amplifier. For a very large school where the design required it, we would specify a Critical Point Fiber Active Class A solution that would allow us to extend service to fiber-fed remotes. All “active” electronics will include a code-compliant Battery Backup solution as the secondary source of power. These BBUs allow full code compliant alarming with ties to the Fire Alarm Panel.

We have installed it in several hundred facilities, including within several large school districts. The class A product has several distinct advantages over a Class B amplifier. It allows each channel to have independent Automatic Gain Control (AGC). This prevents a strong radio near an antenna from causing the gain of distant radios on a different channel from being attenuated and possibly losing coverage. It also prevents a nearby tower with private radio channels from taking up capacity on the BDA that should be reserved for First Responder use.

- 3-Year Parts Warranty with Free Advanced Equipment Exchange Program
- BDA contained in Nema 4 type enclosure
- Battery System in Nema 3R Type Enclosure
- Equipment is FCC Certified
- Further, they provide the following state of the art features:
  - Comprehensive alarming capabilities, which supports all NFPA and IFC required monitoring and alarming.
  - Local and SNMP based remote monitoring
  - Built-in signal generator and isolation testing function
  - Digital/programmable filters utilizing FPGA technology
  - Supports public safety 700/800MHz in single band or dual band version
  - Supports P25 P1/P2 digital and conventional analog communications simultaneously
  - Supports FirstNet LTE band 14
  - Single band versions include license to switch from original band to alternate band
  - Single band can be upgraded to dual band via license key
  - Each band supports up to 32 narrow band filters (Class A)
  - Channelized Auto Level Control (ALC) / Channelized uplink squelch (Class A)
  - NetProtect Uplink PA shutdown during no traffic periods to minimize noise being introduced to the network (Class A)
  - Built-in mandatory isolation test to prevent BDA oscillation
  - Auto shutdown with alarm upon oscillation detection
  - Web based GUI for intelligent configuration, SNMP supported

- NFPA compliant dry contact alarms, UL50E Type 4 / NEMA 4 enclosure
- UL 2524 Standard Certified – SGS Certificate No.: SGSNA/19/GZ/00173

### Secondary Power

The Comba Critical Point Solutions offered by Motorola have a tightly integrated battery backup system that provides a minimum of 24-hour backup performance with automatic transfer and full alarming.

The design of the 700/800 MHz ERRC/ ERCES BDA/ DAS Solution consists of the following:

- Motorola Solutions will use industry standard design software (iBwave) to engineer a solution compliant with the requirements of North Carolina Fire Code.
- Motorola Solutions will provide a pre-submittal package to the Authority Having Jurisdiction (AHJ) to coordinate design approval.
- The design assumes -95 dBm RSSI over 95% of the coverage area.
- The design assumes -95 dBm RSSI over 99% of critical areas as defined by local NFPA requirements.
- The design assumes a grid test consisting of 20 measurements per floor will be acceptable for final inspection results per NFPA requirements.
- The design will consist of a serialized BDA and Battery Backup equipment, plenum rated ½” cable and customer provided fiber plant. The DAS will distribute 700/800 MHz Public Safety frequencies throughout the facility via active and passive infrastructure consisting of plenum rated ½” cable and coverage antennas.
- Design and Commissioning includes GROL certified Engineers as required by the local jurisdiction.

The chart below includes the schools that are included as part of this proposal. The chart also highlights the areas where coverage was reduced after reviewing the benchmarking data.

Name	Additional Coverage Required	Building sqft
MC Orange County AL Stanback MS NC PS 36603829	100%	138,344.00
MC Orange County Carrboro HS NC PS 36603949	100%	146,521.40
MC Orange County East Chapel Hill HS 36800355	100%	242,241.30
MC Orange County Efland Cheeks ES NC PS 36800357	50%	66,173.00
MC Orange County Frank Porter Graham ES NE NC PS 36800364	100%	72,259.20

MC Orange County Gravely Hills MS NC PS 36800368	100%	119,187.90
MC Orange County Mary Scroggs ES NC PS 36800372	100%	92,233.90
MC Orange County McDougale ESMS NC PS 36800376	100%	212,539.10
MC Orange County Morris Grove EL NC PS 36800378	100%	89,618.20
MC Orange County New Hope EL NC PS 36800379	100%	100,828.10
MC Orange County Orange MS NC PS 36800382	100%	120,618.90
MC Orange County Partnership Academy NC PS 36604075	100%	6,352.40
MC Orange County Pathways ES NC PS 36800384	100%	87,639.00
MC Orange County Seawell ES NC PS 36800396	100%	63,048.40
MC Orange County Smith MS NC PS 36800399	100%	134,031.80

## Section 2

# Statement of Work

## 2.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Assign a project manager, as a single point of contact, who has the authority to make decisions with Orange County.
- The assigned project manager will provide a project schedule for Orange County to review and approve, provide timely project status updates, provide meeting minutes/agendas, and conduct status meetings throughout the duration of the project.
- During the kick off meeting, Motorola will review the proposed design with Orange County for approval. If any changes need to be made, Motorola will determine any costs associated with the change and provide Orange County with a change order for associated changes.
- Schedule the implementation in agreement with Orange County, NC.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Perform the installation of the following:
  - Install the Public Safety donor antenna on a to-be-determined roof or exterior wall location as coordinated with the customer.
  - Install the Public Safety BDA using available wall space in the designated head end room as coordinated with the customer.
  - Install all equipment and passives as per the mutually agreed upon design.
  - Install all coaxial cable and couplers above the ceiling and will mount all coverage antennas below the ceiling as per the design including the hardware.
  - Perform sweep testing on all installed coaxial cables to assure that the cable meets known performance standards.
  - Commissioning and Acceptance Testing
  - Motorola will properly commission the installed DAS per manufacturer specification and integrate Public Safety services into the DAS.
  - Motorola will perform AHJ required acceptance testing (to include 'grid testing'/DAQ testing as required by AHJ) to validate adherence to requisite Public Safety code.
- Provide closeout package that will include the following:
  - Documentation of the system coverage as commissioned
  - Updated, post construction design drawings.
  - MSI will tag all serialized items during the installation process with county provided asset tags. Full inventory that highlights serialized list and county's asset tag information will be delivered to the county in each close out document.

## 2.2 Orange County, NC Responsibilities

Orange County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for Orange County include the following:

- Assigning a project manager, as one point of contact, to work with Motorola and has the authority to to make decisions on behalf of Orange County.
- Reviewing the preliminary Project Schedule with Motorola's Project Manager and assisting Motorola Solutions in developing a Project Schedule to define the detailed tasks and timeline for the completion of Motorola Solutions and Orange County responsibilities.
- For Public Safety DAS Solutions, Motorola will demarc all alarm outputs within 3 feet of the installed BDA and BBU. If needed, Orange County will need to use their preferred electrical and alarm vendor to connect the alarm to the building fire safety panel.
- Orange County is responsible for any costs associated with any required third-party inspection of wall penetrations.
- Orange County is responsible for any costs, materials, and labor if roof penetrations and the associated conduit are needed/required to complete the installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Provide floor plans in soft copy (Visio or AutoCAD).
- Provide any necessary FCC license modification for the new BDA system. The costs of this is the responsibility of Orange County.
- Provide six pairs of conductors brought to into the BBU. Pairs shall be labeled: Alarm 1, Alarm 2, Alarm 3, Alarm 4, Alarm 5, Alarm6, etc.
- County shall leave (6) resisters with the conductors in order for appropriate alarm system operation.
- Approve locations for all equipment in sites.
- Approve cable pathways for all DAS cabling.
- Provide applicable permits.
- Orange County will provide 120 VAC/15A electrical outlet (dedicated breaker recommended) for the proposed equipment installation.
- Orange County is providing safe, secure onsite storage for the equipment and materials at each school location.
- Coordinate the activities of all Orange County vendors or other contractors.
- Orange County shall provide assets tags to MSI at the start of each installation for tagging.

## 2.3 Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- This proposal is based upon the scope of work above and the floor plans provided by Orange County. If any changes in scope are needed, the costs will be provided to Orange County via a change order.
- All existing sites or equipment locations will have sufficient space available for the system described as required.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of Orange County.
- Approved FCC licensing provided by Orange County.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Orange County.
- Any required system interconnections not specifically outlined here will be provided by Orange County. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- All work is assumed to be conducted 8AM to 5PM.
- Sites do not have any hazardous materials present. Removal of hazardous materials is the responsibility of Orange County
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should Orange County's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Provide building access to Motorola Solutions personnel to all facilities where the system is to be installed during the project. Temporary identification cards should be issued to Motorola Solutions personnel if required for access to the Orange County facilities. Orange County will ensure that Motorola Solutions has unrestricted site access for timely access and to prevent delays. Each site will require access multiple times during the course of the project. Access must be provided in accordance with the project schedule. Access must be available after business hours where required by Motorola, or as necessary to meet the project schedule.
- Relocation of power or utilities is not included in this proposal and would be the responsibility of Orange County if needed.
- Orange County will provide any required parking permits to Motorola personnel for restricted access entry or parking. If no permits are required, Orange County will ensure onsite parking is available during the installation.
- There is no prevailing wage requirements, MBE, or performance bond, or similar requirements for this project.
- No safety training is required beyond the standard OSHA- complaint training.
- Orange County must provide any roof penetration for donor antennas. Any sidewall penetrations will be completed by Motorola
- The facility has built-in ladders/stairs for accessing the roof and pulley/mechanical lift will be provided to place materials on the roof.
- Rooftop Donor antenna will not require stealthing.

- Horizontal fire wall penetrations are in place and Freight elevator service will be available to all levels.
- Adequate Electrical Service and Grounding are available within 6' of the active equipment locations.
- J-hooks will be used to support the coaxial cable above the ceiling.
- Riser Space between floors is available. Coring between floors and/or vertical roof penetrations are not required and is excluded from the quotation.
- All proposed cable paths are accessible and can be reached with an 8-foot ladder.
- Asbestos monitoring/abatement is not required nor included in the quotation. No HEPA or Tenting is needed for any work.
- Access panels to allow access to areas inside hard, finished ceilings will be provided / installed by others if necessary.
- Patching and painting not included in quotation- assumes access panels will be available for access to the ceiling.
- Scaffolding, bucket trucks and/or lifts are not required for delivery of this project.
- Adequate off-air, RF signal exists for Public Safety frequencies.
- Any damage after installation caused by others will result in a change order.
- All indoor coax & fiber installed in plenum space is plenum rated. No coaxial or fiber cable in this quotation is rated for burn survivability nor installed in conduit. For burn survivability and conduit, please request a re-quote.
- The Proposed Solution only includes 700/800 MHz channels, additional frequency bands or changes through add/deletion or P25 Upgrades may require the equipment to be reprogrammed.
- Phasing is not included in the quotation. This quote assumes work will be completed in 1 deployment. Any additional phasing requirements/trips will result in a change order. Any canceled PO's are subject to an equipment restocking fee and any unreturnable equipment due to canceled PO will be invoiced at full cost.
- Facility Owner is responsible for all cabling & conduit between DAS and Fire Alarm Panel and is excluded from this quotation.
- Fire Alarm interface and programming provided by others and are not included in the quotation. Dry contacts for Public Safety DAS equipment are provided only.
- Orange County is responsible to have Fire Alarm Control Panel Relay delivered to within 3' of the PS Repeater and BBU.

## 2.4 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

## 2.5 Timeline Estimation

Week	Scope	Duration	Notes
1	PO Received from Orange County	N/A	
2	MSI Begins Preliminary Design Walks for All 15 Schools	3 Weeks	
3	MSI Finalizes Designs	2 Weeks	
5	Materials on Order for all locations	6 Weeks	<b>Subject to change based on outsourced vendors</b>
12	Installation of Materials at 15 Schools	20 Weeks	MSI will work with County to identify appropriate order of installs
32	Finish Commissioning of the System at each location	2 Weeks	Coordination with AHJ/FM will be required
34	Inspections	N/A	These will be completed as the schools complete and the Fire Alarm monitoring is in place from the customer
<p>*This timeline is only an estimate. *Subject to Shipment Delays out of MSI control.</p>			

**Section 3**

# Service/Warranty

Extended service agreement not provided within this proposal/pricing.

School Name	List Price	Equipment List Price	Equipment Discounted Price	Labor Price	NC725G Total
MC Orange County AL Stanback MS NC PS 36603829	\$118,800.05	\$64,010.38	\$48,514.72	\$54,789.68	\$103,304.39
MC Orange County Carrboro HS NC PS 36603949	\$112,337.12	\$63,943.97	\$49,291.30	\$48,393.15	\$97,684.45
MC Orange County East Chapel Hill HS 36800355	\$150,210.65	\$74,983.60	\$55,390.91	\$75,227.04	\$130,617.96
MC Orange County Efland Cheeks ES NC PS 36800357	\$75,822.71	\$41,749.63	\$31,859.71	\$34,073.07	\$65,932.79
MC Orange County Frank Porter Graham ES NE NC PS 36800364	\$89,403.93	\$47,479.95	\$35,818.57	\$41,923.98	\$77,742.55
MC Orange County Gravely Hills MS NC PS 36800368	\$106,524.29	\$55,225.05	\$41,330.58	\$51,299.25	\$92,629.82
MC Orange County Mary Scroggs ES NC PS 36800372	\$94,920.52	\$49,783.05	\$37,402.11	\$45,137.46	\$82,539.58
MC Orange County McDougle ES and MS NC PS 36800376	\$140,902.00	\$70,447.00	\$52,068.48	\$70,455.00	\$122,523.48
MC Orange County Morris Grove EL NC PS 36800378	\$94,920.52	\$49,783.05	\$37,402.11	\$45,137.46	\$82,539.58
MC Orange County New Hope EL NC PS 36800379	\$97,468.62	\$50,907.19	\$38,193.89	\$46,561.43	\$84,755.32
MC Orange County Orange MS NC PS 36800382	\$106,524.29	\$55,225.05	\$41,330.58	\$51,299.25	\$92,629.82
MC Orange County Partnership Academy NC PS 36604075	\$64,676.94	\$39,996.21	\$31,560.09	\$24,680.73	\$56,240.82
MC Orange County Pathways ES NC PS 36800384	\$94,920.52	\$49,783.05	\$37,402.11	\$45,137.46	\$82,539.58
MC Orange County Seawell ES NC PS 36800396	\$86,855.83	\$46,355.82	\$35,026.80	\$40,500.01	\$75,526.81
MC Orange County Smith MS NC PS 36800399	\$112,086.81	\$57,534.14	\$42,914.12	\$54,552.67	\$97,466.79
<b>Totals</b>	<b>\$1,546,374.80</b>	<b>\$817,207.14</b>	<b>\$615,506.08</b>	<b>\$729,167.66</b>	<b>\$1,344,673.74</b>



QUOTE-2275549  
Schools BDA Phase 1

Billing Address:  
ORANGE COUNTY  
EMERGENCY SERVICE  
PO BOX 8181  
HILLSBOROUGH, NC 27278  
US

Quote Date:12/06/2023  
Expiration Date:12/28/2023  
Quote Created By:  
Joseph Knox  
Account Manager  
Joseph.Knox@  
motorolasolutions.com

End Customer:  
ORANGE COUNTY EMERGENCY  
SERVICE  
Kirby Saunders

Contract: 22437 - 725G NORTH  
CAROLINA, STATE OF (ARIBA BASED  
POS)  
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Ext. Sale Price
	Product Services			
1	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County AL Stanback MS NC PS 36603829	1	\$103,304.39
	Product Services			
2	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County Carrboro HS NC PS 36603949	1	\$97,684.45
	Product Services			
3	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County East Chapel Hill HS 36800355	1	\$130,617.96
	Product Services			
4	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County Frank Porter Graham ES NE NC PS 36800364	1	\$77,742.55
	Product Services			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	Ext. Sale Price
5	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County Gravely Hills MS NC PS 36800368	1	\$92,629.82
	Product Services			
6	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County McDougle ES and MS NC PS 36800376	1	\$122,523.48
	Product Services			
7	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County Morris Grove EL NC PS 36800378	1	\$82,539.58
	Product Services			
8	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County New Hope EL NC PS 36800379	1	\$84,755.32
	Product Services			
9	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County Efland Cheeks ES NC PS 36800357	1	\$65,932.79
	Product Services			
10	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County Mary Scroggs ES NC PS 36800372	1	\$82,539.58
	Product Services			
11	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County Orange MS NC PS 36800382	1	\$92,629.82
	Product Services			
12	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County Partnership Academy NC PS 36604075	1	\$56,240.82
	Product Services			
13	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED Pathways ES NC PS 36800384	1	\$82,539.58



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2275549  
Schools BDA Phase 1

Line #	Item Number	Description	Qty	Ext. Sale Price
14	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County Seawell ES NC PS 36800396	1	\$75,526.81
Product Services				
15	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED MC Orange County Smith MS NC PS 36800399	1	\$97,466.79

Grand Total **\$1,344,673.74(USD)**

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- SOW:

- Solution including Design, Material, Installation, Project Management, Commissioning, and Testing of a 700/800 MHz DAS to boost local Viper network.

Technical Notes/Assumptions/Customer Responsibilities:

- The quotation is based on the scope of work and drawings provided.
- Prevailing Wage and/or Union Labor is not required for any work.
- Asbestos monitoring/abatement is not required nor included in the quotation. No HEPA or Tenting is needed for any work.
- Mechanical lift, and/or ladders in excess of 10' are not required.
- The facility has built-in ladders/stairs for accessing the roof and pulley/mechanical lift will be provided to place materials on the roof.
- The quote assumes the Rooftop Donor antenna will not require stealthing.
- Roof penetrations for donor lines and horizontal fire wall penetrations are in place and Freight elevator service will be available to all levels.
- All proposed cable paths are accessible via drop ceiling tiles, crawl space, and access panels.
- J-hooks will be used to support the coaxial cable above the ceiling.
- Riser Space between floors is available. Coring between floors and/or vertical roof penetrations are not required and is excluded from the quotation.
- The customer must provide any roof penetration for donor antennas. Any sidewall penetrations will be completed by MCA/MSI.
- The design assumes coax and/or fiber will not be installed in conduit and does not include installation of cable tray nor raceway.
- Adequate Electrical Service and Grounding are available within 6' of the active equipment locations.
- Installation services will be conducted during normal business hours (8 am to 5 pm, Monday through Friday).
- Patching and painting not included in quotation- assumes access panels will be available for access to the ceiling.
- Any damage after installation caused by other trades will result in a change order.
- As-builts and submittal packages including benchmark results will be provided to the owner at the completion of the project.
- All indoor coax & fiber installed in plenum space is plenum rated. No coaxial or fiber cable in this quotation is rated for burn survivability nor installed in conduit. For burn survivability and conduit, please request a re-quote.
- The Proposed Solution only includes 700/800 MHz channels, additional frequency bands or changes through add/deletion or P25 Upgrades may require the equipment to be reprogrammed.
- Facility Owner is responsible for all cabling & conduit between DAS and Fire Alarm Panel and is excluded from this budgetary quotation.
- Fire Alarm interface and programming provided by others and are not included in the quotation. Dry contacts for Public Safety DAS equipment are provided only.



- The venue is responsible to have Fire Alarm Control Panel Relay delivered to within 3' of the PS Repeater and BBU.
- The design assumes -95 dBm RSSI over 95% of the coverage area.
- The design assumes -95 dBm RSSI over 99% of critical areas as defined by local NFPA requirements.
- Design Assumes a grid test consisting of 20 measurements per floor will be acceptable for final inspection results per NFPA requirements.
- Dry contacts will be available for the Fire Alarm interface per IFC section 510- Any additional contacts will result in a change order
- Quotation includes GROL-certified Engineers and installation staff as required by the local jurisdiction.
- Phasing is not included in the quotation. This quote assumes work will be completed in 1 deployment. Any additional phasing requirements/trips will result in a change order. Any canceled PO's are subject to an equipment restocking fee and any unreturnable equipment due to canceled PO will be invoiced at full cost.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



### **ADDENDUM TO QUOTE-2275549**

This Addendum between Motorola Solutions (“Motorola” or “Provider”) and Orange County, a local political subdivision of the State of North Carolina (“County” or “Customer”) supplements the terms set out in the North Carolina State Contract 725G (22437) and the Technical Notes Assumptions and Customer Responsibilities set out in Motorola’s Quote 2275549 dated 12/06/2023. The Addendum takes precedence over all other conflicting terms and conditions of the Agreement.

1. Confidentiality: As per the terms set out in the North Carolina State Contract 725G (22437). All terms of this agreement and the North Carolina State Contract are subject to North Carolina public records law, as set out in Chapter 132 of the North Carolina General Statutes.
  
2. Revision to Section 15.1 Governing Law: This Agreement is governed by the laws of North Carolina without regard to the conflict of laws rules, provisions or statutes of any jurisdiction. Motorola and Customer each represent that each party shall comply with all applicable federal, state, and local laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php)). Any violation of this requirement is a breach of the Agreement and County may terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit, and does not limit, the definition of breach to discrimination. By executing this Agreement, Provider affirms that Provider is and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement, Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.
  
3. Agreement Amount. The maximum amount payable under this Agreement for products and support and maintenance services is One Million Three Hundred Forty Four Thousand Six Hundred Seventy Three and Seventy Four Cents (\$1,344,673.74). This amount shall not be exceeded without duly executed written amendment to this Agreement. The contract value of \$1,344,673.74 will be billed in milestones upon completion of installation at each school described in the quote above.
  
4. 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 the County immediately upon written notice to Provider of the unavailability and non-appropriation of public funds. Notwithstanding the above, the County will pay the Provider for all conforming services rendered, and equipment or parts provided, up to the date of termination.

- 5. Signatures: This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the intent of the Parties to comply with Article 11A and Article 40 of the North Carolina General Statutes Chapter 66.

ORANGE COUNTY, NC

MOTOROLA SOLUTIONS, INC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**DRAFT**

**INFORMATION ITEM**

Date Prepared: 12/14/23

Date Revised: 00/00/23

**BOCC Meeting Follow-up Actions**

<b>Meeting Date</b>	<b>Commissioner/ Sponsor</b>	<b>Description</b>	<b>Target Date</b>	<b>Department</b>	<b>Department Director Assigned</b>	<b>Status</b>	<b>Date Completed</b>
12/12/2023	Fowler	Review opportunities to add Universal Design as part of the rubric used by the Collaborative to assess proposed projects for funding	3/2024	Housing	Bonnie Hammersley	Universal Design to be reviewed for potential addition to the rubric	Affordable Housing RFP scoring matrix includes Universal Design

**INFORMATION ITEM**

**Tax Collector's Report - Numerical Analysis**

<b>Property Tax Collection - Tax Effective Date of Report December 31, 2023</b>						
<b>Tax Year 2023</b>	<b>Amount Charged in FY 23-24</b>	<b>Amount Collected</b>	<b>Accounts Receivable</b>	<b>Amount Budgeted in FY 23-24</b>	<b>Remaining Budget</b>	<b>% of Budget Collected</b>
Real and Personal Current Year Taxes	\$ 175,878,940.00	\$ 144,369,154.36	34,367,598.88	175,878,940.00	\$ 31,509,785.64	82.08%
Real and Personal Prior Year Taxes	\$ 3,754,961.95	\$ 546,869.96	2,109,626.92	\$ 1,161,702.00	\$ 614,832.04	47.07%
<b>Total</b>	<b>\$ 179,633,901.95</b>	<b>\$ 144,916,024.32</b>	<b>\$ 36,477,225.80</b>	<b>\$ 177,040,642.00</b>	<b>\$ 32,124,617.68</b>	<b>81.85%</b>
Registered Motor Vehicle Taxes		\$5,939,817.54	\$4,622.93	\$ 12,730,990.00	\$ 6,791,172.46	46.66%
<b>Tax Year 2022</b>	<b>Amount Charged in FY 22-23</b>	<b>Amount Collected</b>	<b>Accounts Receivable</b>	<b>Amount Budgeted in FY 22-23</b>	<b>Remaining Budget</b>	<b>% of Budget Collected</b>
Real and Personal Current Year Taxes	\$ 172,417,590.00	\$ 139,358,389.57	34,528,582.44	172,417,590.00	\$ 33,059,200.43	80.83%
Real and Personal Prior Year Taxes	\$ 3,454,470.67	\$ 823,900.50	2,252,372.71	\$ 1,161,702.00	\$ 337,801.50	70.92%
<b>Total</b>		<b>\$ 140,182,290.07</b>	<b>\$ 36,780,955.15</b>	<b>\$ 173,579,292.00</b>	<b>\$ 33,397,001.93</b>	<b>80.76%</b>
Registered Motor Vehicle Taxes		\$5,313,384.97	\$5,664.55	\$ 11,451,880.00	\$ 6,138,495.03	<b>46.40%</b>
<b>2023 Current Year Overall Collection Percentage - Real &amp; Personal</b>			<b>80.77%</b>			
<b>2023 Current Year Overall Collection Percentage - with Registered Motor Vehicles</b>			<b>81.39%</b>			
<b>2022 Current Year Overall Collection Percentage - Real &amp; Personal</b>			<b>80.14%</b>			
<b>2022 Current Year Overall Collection Percentage - with Registered Motor Vehicles</b>			<b>80.73%</b>			

## INFORMATION ITEM

### Tax Collector's Report - Measures of Enforced Collections

-  
Fiscal Year 2023-2024

**Effective Date of Report: NOVEMBER 30, 2023**

	July	August	September	October	November	December	January	February	March	April	May	June	YTD
Wage garnishments	50	17	28	98	45	5							
Bank attachments	21	5	7	10	10	-							
Certifications	-	-	-	-	-	-							
Rent attachments	-	-	-	-	-	-							
Housing/Escheats/Monies	25	3	11	38	23	3							
Levies	-	-	-	-	-	-							
Foreclosures initiated	6	1	4	1	1	-							
NC Debt Setoff collections	\$641.77	\$ 1,245.20	\$ 578.71	\$ 409.13	\$ 5,913.23	\$ 1,847.48							

This report shows the Tax Collector's efforts to encourage and enforce payment of taxes for the fiscal year 2023-24. It gives a breakdown of enforced collection actions by category, and it provides a year-to-date total.

The Tax Collector will update these figures once each month, after each month's reconciliation process.

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	TAX	FEE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	TAX CLASSIFICATION	ACTION	Approved by CFO	Additional Explanation
Andrews, Pamela Dodson	1050644	2018	3,650	0	(36.88)		(36.88)	Assessed in error (illegal tax)	Personal	Approve	12/20/2023	Mobile home removed from parcel in 2017
Andrews, Pamela Dodson	1050644	2019	3,430	0	(35.32)		(35.32)	Assessed in error (illegal tax)	Personal	Approve	12/20/2023	Mobile home removed from parcel in 2017
Andrews, Pamela Dodson	1050644	2020	3,200	0	(32.95)		(32.95)	Assessed in error (illegal tax)	Personal	Approve	12/20/2023	Mobile home removed from parcel in 2017
Andrews, Pamela Dodson	1050644	2021	3,090	0	(29.96)		(29.96)	Assessed in error (illegal tax)	Personal	Approve	12/20/2023	Mobile home removed from parcel in 2017
Andrews, Pamela Dodson	1050644	2022	2,990	0	(29.73)		(29.73)	Assessed in error (illegal tax)	Personal	Approve	12/20/2023	Mobile home removed from parcel in 2017
Andrews, Pamela Dodson	1050644	2023	2,880	0	(29.09)		(29.09)	Assessed in error (illegal tax)	Personal	Approve	12/20/2023	Mobile home removed from parcel in 2017
Bridges, Keven	68546788	2022	500	0	(3.62)	(\$30.00)	(33.62)	*Situs error (illegal tax)	RMV-VTS	Approve	12/21/2023	
Chase, Rodney L III	1062107	2021	3,110	0	(30.20)		(30.20)	Assessed in error (illegal tax)	Personal	Approve	12/21/2023	Watercraft located in Alamance County
Chase, Rodney L III	1062107	2022	3,110	0	(30.63)		(30.63)	Assessed in error (illegal tax)	Personal	Approve	12/21/2023	Watercraft located in Alamance County
Chase, Rodney L III	1062107	2023	3,110	0	(31.11)		(31.11)	Assessed in error (illegal tax)	Personal	Approve	12/21/2023	Watercraft located in Alamance County
Cohen, Hyla Sue	309942	2019	610	0	(6.44)		(6.44)	Assessed in error (illegal tax)	Personal	Approve	12/21/2023	Vehicle sold January 2010, verified through NC Department of Motor Vehicles
Cohen, Hyla Sue	309942	2020	610	0	(6.46)		(6.46)	Assessed in error (illegal tax)	Personal	Approve	12/21/2023	Vehicle sold January 2010, verified through NC Department of Motor Vehicles
Cohen, Hyla Sue	309942	2021	610	0	(6.13)		(6.13)	Assessed in error (illegal tax)	Personal	Approve	12/21/2023	Vehicle sold January 2010, verified through NC Department of Motor Vehicles
Cohen, Hyla Sue	309942	2022	610	0	(6.22)		(6.22)	Assessed in error (illegal tax)	Personal	Approve	12/21/2023	Vehicle sold January 2010, verified through NC Department of Motor Vehicles
Cohen, Hyla Sue	309942	2023	610	0	(6.31)		(6.31)	Assessed in error (illegal tax)	Personal	Approve	12/21/2023	Vehicle sold January 2010, verified through NC Department of Motor Vehicles
Contreras, Marisela	1073854	2022	2,120	0	(21.59)		(21.59)	Assessed in error (illegal tax)	Personal	Approve	12/21/2023	Vehicle sold October 2021, verified through NC Department of Motor Vehicles
Contreras, Marisela	1073854	2023	2,120	0	(21.92)		(21.92)	Assessed in error (illegal tax)	Personal	Approve	12/21/2023	Vehicle sold October 2021, verified through NC Department of Motor Vehicles
Costello, Elizabeth Jane	3197450	2022	4,975	0	(50.96)		(50.96)	Assessed in error (illegal tax)	Personal	Approve	12/21/2023	Property sold in 2021
Crane, Thomas H	3197421	2022	2,748	0	(27.63)		(27.63)	Assessed in error (illegal tax)	Personal	Approve	12/21/2023	Deceased 7/1/2021; property no longer in Orange County
Geinosky, Daniel	75530348	2023	16,540	11,578	(55.79)		(55.79)	High mileage (appraisal appeal)	RMV-VTS	Approve	12/21/2023	
Harvey, Joel Andrew	1073865	2021	4,718	0	(47.15)		(47.15)	Assessed in error (illegal tax)	Personal	Approve	12/20/2023	Transfer of ownership 04/24/2020
Harvey, Joel Andrew	1073865	2022	4,718	0	(48.32)		(48.32)	Assessed in error (illegal tax)	Personal	Approve	12/20/2023	Transfer of ownership 04/24/2020
Harvey, Joel Andrew	1073865	2023	4,718	0	(48.53)		(48.53)	Assessed in error (illegal tax)	Personal	Approve	12/20/2023	Transfer of ownership 04/24/2020
Horton, James Michael	75164728	2023	3,550	3,550	(25.87)	(\$30.00)	(55.87)	*Situs error (illegal tax)	VTS	Approve	11/22/2023	
Jamison, Robin	75388467	2023	2,980	2,980	(21.45)	(\$30.00)	(51.45)	*Situs error (illegal tax)	VTS-RMV	Approve	12/20/2023	
Lea, James	55707210	2023	21,320	14,924	(60.01)		(60.01)	High mileage (appraisal appeal)	VTS-RMV	Approve	12/20/2023	
Merritt, Jonathan David	1054395	2019	950	0	(9.69)		(9.69)	Double billed (illegal tax)	Personal	Approve	12/20/2023	Also assessed on account 177498
Merritt, Jonathan David	1054395	2020	950	0	(9.69)		(9.69)	Double billed (illegal tax)	Personal	Approve	12/20/2023	Also assessed on account 177498
Merritt, Jonathan David	1054395	2021	950	0	(9.23)		(9.23)	Double billed (illegal tax)	Personal	Approve	12/20/2023	Also assessed on account 177498
Merritt, Jonathan David	1054395	2022	950	0	(9.36)		(9.36)	Double billed (illegal tax)	Personal	Approve	12/20/2023	Also assessed on account 177498
Merritt, Jonathan David	1054395	2023	950	0	(9.50)		(9.50)	Double billed (illegal tax)	Personal	Approve	12/20/2023	Also assessed on account 177498
Selim, Michael	45009879	2019	60,300	54,940	(86.50)		(86.50)	Value adjustment (appraisal appeal)	VTS-RMV	Approve	12/20/2023	
Transitioning Senior Consultants LLC	74369245	2023	51,025	48,530	(40.05)		(40.05)	Purchase price (appraisal appeal)	VTS	Approve	11/22/2023	
Tyler Goodridge DDS PLLC	3198798	2023	2,367	0	(43.63)		(43.63)	Double billed (illegal tax)	Personal	Approve	11/22/2023	Asset costs submitted twice by CPA firm
							<b>\$ (1,057.92)</b>	<b>Total</b>				
*Situs error: An incorrect rate code was used to calculate bill. Value remains constant but bill amount changes due to the change in specific tax rates applied to that physical location.												
Gap Bill: A property tax bill that covers the months between the expiration of a vehicle's registration and the renewal of that registration or the issuance of a new registration.												
The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.												
Approval of the release or refund of the principal tax amount also constitutes approval of the release or refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.												

PLANNING *and* INSPECTIONS

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Cy Stober, AICP, Director | [cstober@orangecountync.gov](mailto:cstober@orangecountync.gov) | 131 W. Margaret Lane, Hillsborough, NC 27278 | 919.245.2575

**MEMORANDUM**

**DATE:** December 4, 2023

**TO:** Orange County Board of County Commissioners  
Bonnie Hammersley, Orange County Manager  
Travis Myren, Orange County Deputy Manager

**CC:** Cy Stober, Planning & Inspections Director

**FROM:** Tom Altieri, Senior Planner

**RE:** Orange County Land Use Plan 2050 – Update from Clarion Associates

**ATT:** Memo from Clarion Associates

The purpose of this Information Item is to provide an update to the Board on the Orange County Land Use Plan 2050 project.

Representatives from Clarion Associates attended the BOCC Work Session on November 9, 2023, and presented an overview of work completed, preliminary outcomes of the first community workshop, and next steps.

Please see the attached memo from Leigh Anne King, Director, Clarion Associates with a more recent update on the planning process, including information about upcoming community meetings scheduled:

- Friday, January 19th, 2:30 - 4:00 pm, Cedar Grove Community Center
- Saturday, January 20th, 10:30 am – 12 pm, Southern Human Services Center Homestead Rd

The consultant and county staff will also be the plenary speakers at the Orange County Ag Summit on February 19, 2024.

The next consultant briefing to the Board will take place at the February 15, 2024, Work Session.

Please feel free to contact Tom Altieri, Orange County Senior Planner, with any questions at [taltieri@orangegecountync.gov](mailto:taltieri@orangegecountync.gov) or 919-245-2579.



**Clarion Associates**  
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 101 Market Street, Suite D  
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 www.clarionassociates.com

**MEMORANDUM**

**TO: Tom Altieri, Senior Planner, Long-Range Planning and Administration, Planning & Inspections Department**  
**FROM: Leigh Anne King, Director & Emily Gvino, Project Planner, Clarion Associates**  
**DATE: December 4, 2023**  
**RE: Orange County Land Use Plan 2050 – Update from Clarion Associates**

This memorandum represents an information item regarding project updates on the Orange County Land Use Plan 2050, shared with the Board of County Commissioners for inclusion in their agenda packet for the January 16, 2023 meeting.

- The Project Team is almost done with Phase 2 and making progress on Phase 3 tasks.** The remaining tasks in Phase 2 involve the advertisement, facilitation, and reporting on the community meetings scheduled for January 19 and 20<sup>th</sup> and development of the New Issues and Opportunities Report.



2. Two project deliverables are now available on the project website:
  - a. [The Stakeholder Summary Report](#): summarizes inputs collected from stakeholders interviewed during Phase 1 of the project. These insights were used in the development of the Community Engagement Window #1 activities and polling questions.
  - b. [The Community Policy Profile](#): an existing policy summary document that synthesizes the policy guidance included in relevant plans.
3. The Project Team has scheduled two community meetings in January 2024 (dates/times below) and is coordinating public notification, including a combined notice in English and Spanish, as well as a short handout to help peak interest in the project and direct the public to the project website to learn more, participate in on-line engagement, and sign up to receive e-mail updates throughout the planning process.

Scheduled Community Meetings:

- a. Friday, January 19<sup>th</sup>, Cedar Grove Community Center, 2:30 -4:00 pm
- b. Saturday, January 20<sup>th</sup>, Southern Human Services Center Homestead Rd, 10:30 am – 12 pm

Following the first engagement opportunity in October 2023, these community meetings are part of Community Engagement Window #1 (CEW #1). In addition, the Project Team will be attending the Agricultural Summit on February 12<sup>th</sup>. A full report summarizing the responses from all participants will be shared when the CEW #1 activities have been completed.

4. Concurrently with Phase 2 work, the Project team is evaluating the planning influences facing Orange County as part of Phase 3 work. The final product will be the Fact Book, which will address the full range of planning topics and can be used throughout the process. The Project Team will be collaborating on the Fact Book with the Staff Work Group in order to finalize the document and share it with the public.
5. The Project Team will brief the BOCC on Thursday, February 15<sup>th</sup> on the outcomes of Community Engagement Window #1, engagement at the Ag Summit, the New Issues and Opportunities Report, and the technical analyses provided in the Factbook.





DATE: January 16, 2024

TO: Orange County Board of County Commissioners  
Bonnie Hammersley, Orange County Manager  
Travis Myren, Orange County Deputy County Manager

FROM: Steven A. Arndt, Asset Management Services Director

RE: Historic Central High School Alumni Meeting

On Wednesday, December 6<sup>th</sup>, 2023, a group of Central High School Alumni held a meeting within at the Whitted Human Services Center, BOCC meeting room. In attendance were the following alumni:

- |                      |                   |
|----------------------|-------------------|
| Thomas Watson        | Wayne Bynum       |
| Walter Fairbault     | Dr. Iris Chapman  |
| Dr. Freddie Parker   | Danita Tompson    |
| Nell Nichols         | Carrie Cates      |
| Dr. Harold Russell   | Joyce Ellington   |
| Bruce Harshaw        | Marjorie Vanhooke |
| Harvey Bumphus       | Gloria Townsend   |
| Dr. Millicent Rainey | Danita Thompson   |

Also in attendance were State Representative Renee Price, Steven Arndt, Orange County Asset Management Services Director, and Dwayne Foster, Chief Operations Officer, Orange County Schools.

The purpose of the meeting was to discuss the future of Hillsborough Elementary School, located at 402 Nash Street, Hillsborough, NC. This facility was formerly known as Central High School and was the African American High School in Hillsborough during the times of segregation.

After introductions, Steven Arndt explained to the group that Orange County recently completed a public-school facilities planning effort that recommended closing this facility and consolidating students at nearby Central Elementary School. The planning effort called for the renovation and expansion of Central Elementary School to accommodate the additional students. This consolidation was recommended to achieve greater efficiency and cost savings. Central Elementary was chosen for the consolidation as the site contains more land for expansion and because Hillsborough Elementary was in such poor physical condition.

Steven Arndt also mentioned that the future use of the Hillsborough Elementary site had not been determined, but that it would likely be re-purposed for some other public use. Several possibilities

include the creation of a new park or the development of affordable housing. The timing of the consolidation was contingent upon voter approval of a public-school bond referendum in November of 2024, and then would be implemented at least four or five years after that approval. Decisions regarding the repurposing of the site were also several years into the future.

The floor was then opened up for comments and discussion. The following comments were expressed by the group:

- Members of this group stated that they were fine with the overall plan of consolidation.
- However, the former Central High School property was probably historic and is likely a candidate for historic preservation. Had anyone contacted Peter Sandbeck, the Orange County Cultural Resources Coordinator regarding this property?
- Regardless of how the site is re-purposed, every effort should be made to salvage and re-use as much of the existing facilities as possible due to the historical significance to the community.
- Affordable Housing, a Business Incubator and a Teen Center were suggested by the group as possible uses for the site.
- Save the exterior shell, retrofit the insides of the buildings. Save the stand-alone cafeteria.
- The school property should actually be considered a campus composed of several buildings. It could become a cultural center, sponsoring social activities, and especially for use as a teen center. Other uses could include a meeting space and art galleries.
- It was suggested that a study group should be created to look at what other communities have undertaken to re-purpose old school facilities. The idea was to look at best practices to help inform a decision on how the property is re-purposed.
- As this facility represents a bitter history of segregation, efforts should be made to recognize and preserve this heritage.
- One member recalled that this facility was once the hub of social activities for the community.
- The facility could also be utilized for tutoring space.
- Perhaps there is historic preservation money that could be utilized to renovate the facility, there is a precedent to saving old historic schools.
- The Chair of the group, Thomas Watson, said he was receptive to speaking with or meeting with the Board of County Commissioners to express the concerns of the group.
- Steven Arndt mentioned that he would be creating a memorandum that captures the thoughts of the group and provide it as an information item to an upcoming Board of County Commissioner meeting.
- Steven Arndt also mentioned that citizens are able to sign up to speak for three minutes about any subject at any scheduled Board of County Commissioner business meeting.

In summary, the group strongly felt that the facility should be saved and re-purposed in a way that supports the community. Recognition of the historical context and significance of the site should be factored into any re-use efforts.



**ORANGE COUNTY  
TRANSPORTATION SERVICES**



**MEMORANDUM**

**TO:** Orange Board of County Commissioners  
**FROM:** Nishith Trivedi, Transportation Director  
**DATE:** January 16, 2024  
**SUBJECT:** Plan Kick Offs  
**ATTACHMENT:** SRTP PIP

Orange County Transportation Services has kicked off two local planning processes simultaneously: Short Range Transit Plan and Transportation Multimodal Plan. This memo identifies how the OUTBoard participates in the planning process.

**Short Range Transit Plan:**

Nelson/Nygaard is the firm selected for this project. They present the attached Public Involvement Plans (PIP) demonstrating their public planning process. County staff will also implement the department’s PIP in collaboration with the consultant’s PIP. Formal comments from the OUTBoard will be gathered during the two phases of the public engagement period: February/March and August/September. Staff will also request formal action on the plan at the conclusion of the process.

**Transportation Multimodal Plan**

County selected WSP for the project. As this project is a consolidation of all approved transportation related plans, policies and programs, public engagement is limited to one event during end of the planning process. Staff will use the department’s PIP to coordinate and collaborate with the consultant to ensure maximum public outreach. Formal action from the Board of County Commissioners will be requested after the final plan is completed.

Orange County Transportation welcomes comments from the public throughout the respective planning processes. Staff will compile them during the public engagement portion and submit them to the consultant for inclusion in the plans.

Please forward any questions, comments or concerns to me at [ntrivedi@orangecountync.gov](mailto:ntrivedi@orangecountync.gov).

**ORANGE COUNTY**  
SHORT RANGE TRANSIT PLAN

# Public Engagement Plan

Draft – November 2023



**DRAFT – Placeholder Image, awaiting  
photos of Orange County public transit**



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# 1 INTRODUCTION

This Public Engagement Plan (PEP) outlines the goals, tools, and timeline for public engagement activities for the Orange County Short Range Transit Plan (SRTP) update. This PEP summarizes the goals, needs, and requirements for public participation; identifies project stakeholders; and outlines public participation methods, tools, communication strategies, and performance measures.

## PROJECT OVERVIEW

The Orange County SRTP will identify gaps and opportunities for transit service in Orange County, develop and refine strategies to address these gaps, and create an implementation plan that maximizes public benefits out of limited funding.

### Project Purpose

The Orange County SRTP will build upon the 2018 Short Range Transit Plan and the 2022 Orange County Transit Plan Update. The SRTP will be conducted in collaboration with stakeholders, transit riders, and the public, with recognition that partnerships with the regions' other transit providers are crucial to the success of transit in Orange County. Ultimately, this project seeks to ensure members of the public and other stakeholders have a clear understanding of how their input factors into plan update recommendations.

### Project Parameters

The project team will work with the public to identify opportunities and challenges with existing transit services in Orange County. This process aims to build trust by incorporating public and stakeholder feedback into the final plan. During the engagement process the public will be able to comment on the specific route change proposals and timing of those changes.

### Engagement Timeline

- Phase 1 – Needs Assessment Feedback: February through March 2024
- Phase 2 – Plan Recommendations Review: August through September of 2024

During Phase 1, the project team will get feedback on existing service needs and concerns. The project team will also create and distribute messaging about how route and service changes support Orange Transit Plans goals and objectives.

During Phase 2, the project team will present how Phase 1 feedback was used to develop strategies and inform potential route and service changes. The project team will also get feedback on the draft SRTP, including specific routes and service level changes, phasing of projects, and network impacts. Messaging will include how the SRTPs support the Transit Plan goals and objectives.

## COLLABORATION AND RESPONSIBILITIES

Public Participation Partners (P3) will be the lead consultant for the community engagement activities associated with the Orange County Short Range Transit Plans. P3 will work closely with Nelson\Nygaard, the prime consultant for the overall study, to ensure engagement efforts are closely coordinated with technical activities.

Within this structure, Nelson\Nygaard will primarily be responsible for setting the overall goals and desired outcomes from each of the individual engagement phases as well as preparing technical content. P3 will be responsible for designing and planning engagement activities, arranging meetings and logistics support (identifying venues, printing materials, setting up and taking down events) and staffing and facilitation of individual events. At least one staff member from P3 will be present per individual event, as dictated by the public engagement budget. P3 will schedule and arrange the details for each event and be responsible for bringing all materials.

Orange County will help to facilitate contact with local partners and stakeholders to request their help in sharing information about the project. Orange County will also support by staffing events throughout the engagement process. One Orange County representative will be expected to staff each of the individual events.

An Orange County SRTP Core Technical Team (CTT) will be developed to help guide the project. The CTT will meet monthly to provide input on the strategy and materials for each public engagement phase. In addition to Orange County, and consulting team staff, the CTT will include the following partners:

- Durham-Chapel Hill-Carrboro (DCHC) Metropolitan Planning Organization (MPO)
- Burlington-Graham MPO (BGMPO)
- Triangle Area Rural Planning Organization (TARPO)
- North Carolina Department of Transportation (NCDOT) Division 7
- Town of Chapel Hill
- Town of Hillsborough
- Town of Carrboro
- Town of Mebane

## 2 TARGET POPULATIONS AND PROJECT AREA DEMOGRAPHICS

### TARGET POPULATIONS

Target populations include Orange County residents and transit riders, as well as populations and communities represented through the project CTT. Additional target populations the project aims to reach include:

- Colleges
- High school students
- Residents with disabilities
- Healthcare community
- Affordable housing and retirement communities
- Environmental Justice Communities of Concern

The primary audience for the Orange County SRTP will be current and potential transit riders. Transit riders tend to disproportionately include historically disadvantaged populations, including individuals with low incomes, racial minorities, individuals with disabilities and non-native English-speaking individuals.

### OUTREACH AREA DEMOGRAPHIC PROFILE

The project outreach area is Orange County. According to the US Census American Community Survey 5-Year Estimates (2016-2020), Orange County is home to 146,354 residents. The average annualized growth from 2006 to 2020 in Orange County was 1.2 percent. This is higher than the State of North Carolina (NC), which had a 1.1 percent annual growth rate.

A total of 75.2 percent of Orange County's population is White, compared to 67.6 percent in NC. African Americans make up 11.2 percent of Orange County population, compared to 21.4 percent in NC. Asian populations make up 0.5 percent of Orange County, compared to 3 percent in NC. Hispanic or Latino populations make up 8.5 percent of Orange County, compared to 9.5 percent in NC (See **Table 1 - Race/ Ethnicity Comparisons**). In total, minority populations within the project area make up 30.6 percent of the total Orange County population, compared to 37.4 percent in NC.

**Table 1 – Race/ Ethnicity Comparisons**

	Total Population	White	Black/ African American	American Indian/ Alaska Native	Asian	Native Hawaiian/ Pacific Island	Two or More Races	Hispanic/ Latino
Orange County	146,354	75.2%	11.2%	0.5%	7.9%	0.0%	3.6%	8.5%
North Carolina	10,386,227	67.6%	21.4%	1.2%	3.0%	1.0%	3.6%	9.5 %

The median age of residents in Orange County is 35.1 years, with 14.1 percent aged 65 years or older, compared to 16.3 percent in NC. Approximately 52 percent of Orange County residents identify as female, and 48 percent identify as male. Over 8 percent (8.4) of Orange County residents are disabled, compared to 13.4 in NC.

Households in Orange County have a median income of \$74,803, compared to \$56,642 median income in NC. Of Orange County population for whom poverty status is determined, approximately 12.4 percent of residents live below the poverty line, compared to 14 percent in North Carolina.

Approximately 4.8 percent of households in Orange County report having no vehicle compared to 5.6 percent in NC. Public transportation commuters account for 7.1 percent of Orange County's residents compared to 1.0 percent in NC. A total of 7.8 percent of Orange County residents commute by walking or bicycle compared to 2.1 in North Carolina.

In terms of language, 5.1 percent of residents in Orange County speak English less than very well. Spanish (2.4 percent) is the primary language of persons who speak English less than very well in Orange County.

## ENVIRONMENTAL JUSTICE POPULATIONS AND COMMUNITIES OF CONCERN

Title VI and Environmental Justice considerations were determined by comparing Orange County DSA demographics to those of NC. Title VI and Environmental Justice populations within Orange County DSA were identified using the U.S. Census Bureau's 2016-2020 American Community Survey 5-year estimates. Communities of Concern are defined as a particular geographic area (US Census Block) where the percentage of the population (minority, low-income, Hispanic, zero-car, limited English proficiency, or elderly) is greater than the county threshold for that same population.

### Minority Populations

The following thresholds have been established federally for minority populations:

- Any Block Group where 50 percent or more of the population is a minority, or "majority minority," is considered to have a notable Environmental Justice (EJ) presence.

- Any Block Group with a minority population at least ten percentage points higher than the County average would also have a notable EJ presence. Minority populations include all races that are non-White and Hispanic populations that are also White.

Orange County meets the federal threshold for having an EJ presence. Of the 121 Census Tract Block Groups that make up Orange County, 27 Block Groups meet the EJ threshold. The presence of minority populations in Orange County are shown in *Figure 1 – Percent of Minority Populations in Orange County*.

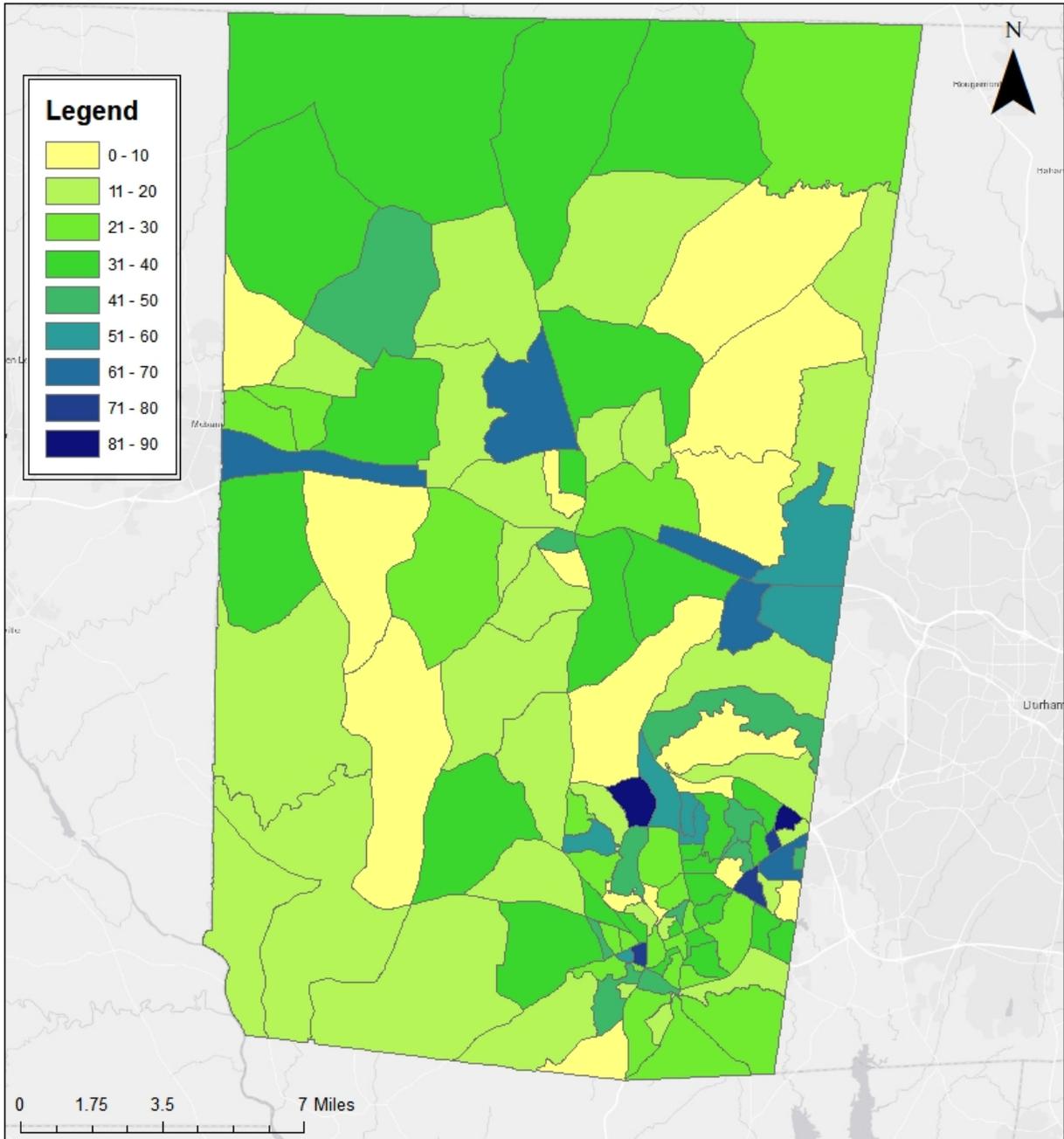
## Populations Living Below Poverty Level

The following thresholds have been established for Poverty:

- Any Block Group where the percentage of the population in any of the poverty categories – Below Poverty Level, Very Poor, or Near Poor – equals or exceeds 25 percent of the total population of that Block Group.
- Any Block Group where the percentage of the population in any of the poverty categories – Below Poverty Level, Very Poor, or Near Poor – exceeds the County average by five percentage points or more.

Orange County meets the federal threshold for having an EJ presence for populations living below poverty level. Of the 121 block groups that make up Orange County, 49 Block Groups were identified as exceeding the County average by five percentage points or more, indicating a notable EJ presence in those Block Groups.

Figure 1 – Percent of Minority Populations in Orange County



**Orange County Short Range Transit Plans**  
**PERCENT OF MINORITY POPULATIONS**  
**IN ORANGE COUNTY**

## Outreach Efforts for EJ Populations and Communities of Concern

Orange County meets federal thresholds for EJ populations. Considerations will be made to ensure EJ populations are notified and aware of project public engagement opportunities. Outreach efforts will focus on outreach to and discussions with community partners, stakeholder groups, local organizations, and other community groups that serve senior, lower income and minority residents. Hardcopies of all information will be provided upon request to participants and distributed to community partners for those who do not have access to reliable internet. Additionally, the timing and format of outreach efforts will be held in consideration of public transit schedules and locations and childcare needs.

## LIMITED ENGLISH PROFICIENCY POPULATIONS

Federal guidelines state that special accommodations are required if:

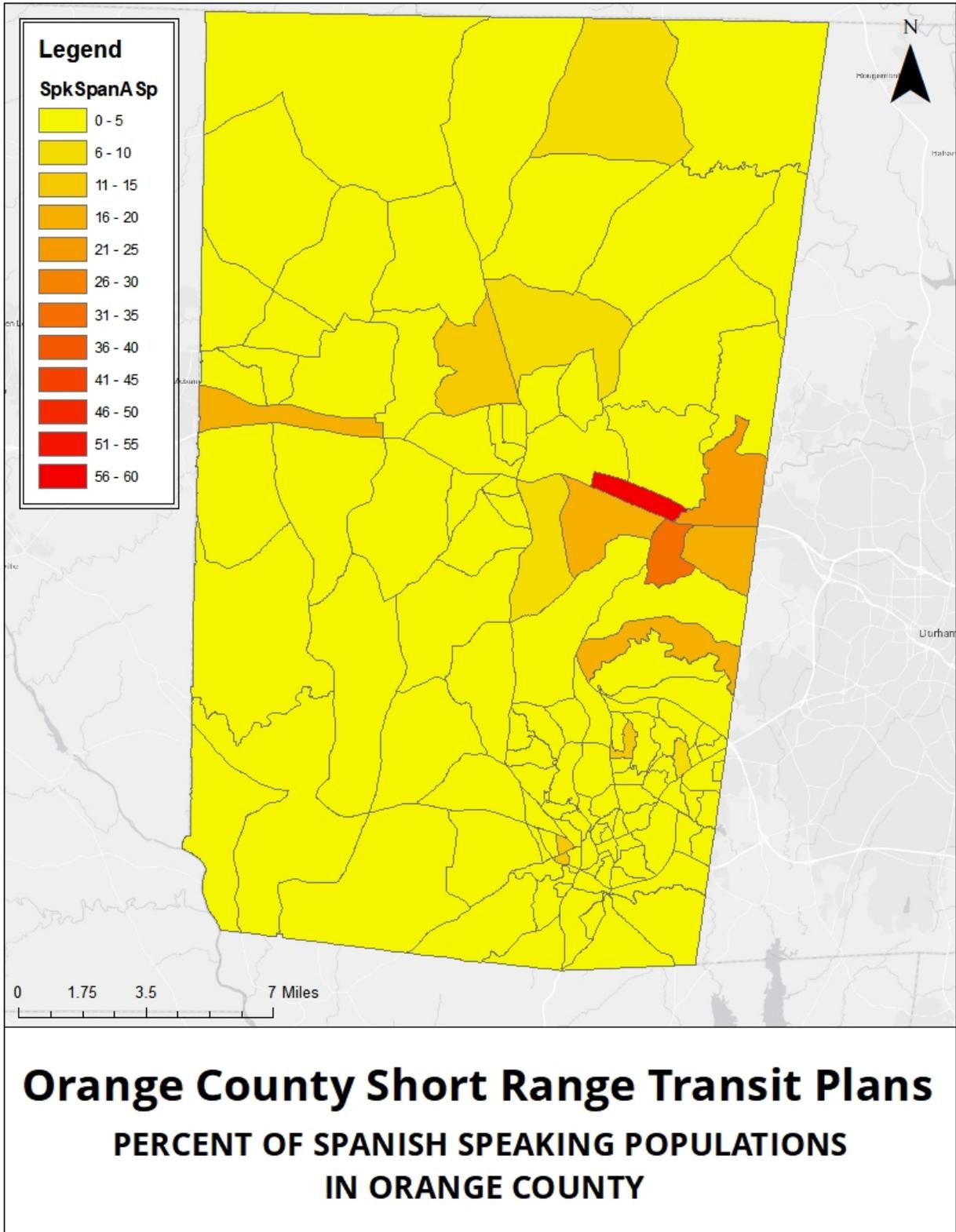
- a language group that speaks English less than very well in the outreach area has 1,000 adults
- or a language group that speaks English less than very well in the outreach area makes up 5 percent of the aggregate population (with at least 50 adults)

Orange County meets the federal threshold for Limited English Proficiency (LEP) accommodations for Spanish-speaking individuals. The highest percentage of LEP individuals (2.4 percent) speak Spanish with 2,791 adults. This is followed by Asian/Pacific languages at 1.9 percent. This is compared to 4.7 percent of North Carolina residents with a primary language other than English, where 3.2 percent speak Spanish as a primary language and 0.8 percent speak an Asian/Pacific language. The presence of LEP Spanish speaking populations in Orange County are shown in *Figure 2 – Percent of LEP Spanish Populations in Orange County*.

## Outreach Efforts for LEP Populations

To ensure that LEP populations are proportionately represented and included in the public engagement process, all public-facing materials including informational handouts, surveys, etc., will be available in English and Spanish at an 8<sup>th</sup>-grade reading level standard or lower. All media, particularly advertising and promotion will be provided in non-English publications as well. Public facing project materials will be translated into additional languages as requested. Meeting notices will include contact information to request language interpretation or other special accommodations. At least one meeting will be focused on Spanish-speaking residents and advertised heavily by working with community partners. Other interpretation services will be offered as necessary using County services.

Figure 2 – Percent of LEP Spanish Populations in Orange County



# 3 PUBLIC ENGAGEMENT PLAN

## OVERVIEW

Public awareness, education, and engagement are components of a successful Public Engagement Plan. Proactive and responsive public engagement efforts will be conducted throughout the Orange County Short Range Transit Plan update. Nelson\Nygaard and Public Participation Partners recommend using a combination of virtual and in-person activities, such as stakeholder meetings, popup events, and online and print surveys.

## ENGAGEMENT GOALS

The Orange County Short Range Transit Plan development process is designed to be transparent, equitable, inclusive, and accessible. Our team recognizes the importance of public engagement as an integral part of the planning process to ensure recommendations and investments reflect and respond to community needs and interests.

The engagement process will incorporate public engagement policies and guidelines including the Orange County Transportation Services Public Involvement Plan. The goal of the Orange County Short Range Transit Plan public engagement is to provide residents and stakeholders with:

- Information about the Orange County Short Range Transit Plan, including current investment priorities
- Opportunities to share input and take part in prioritizing and reevaluating transit service investments and identifying areas for improvements and expansion
- A clear understanding of how their input factors into plan update recommendations

The following core actions to ensure our process is effective and transparent:

- Establish early and continuous public participation opportunities that provide timely information to all interested parties.
- Provide multiple methods for public input to gain an understanding of the values and needs of residents.
- Provide reasonable public access to information to enhance the public's knowledge and ability to participate in the development of the design.

- Promote an open, inclusive, and transparent public involvement process by providing clear and consistent information that is easy to understand and disseminated in multiple formats based on audience needs.
- Implement measures for seeking input from and considering the needs of those traditionally underserved by existing transportation systems as defined in Title VI of the Civil Rights Act of 1964 (Title VI), such as low income, minority, disabled, and non-English speaking individuals.
- Build trust by closing the loop to ensure all participants receive follow-up information about outcomes.

## LEVEL OF PUBLIC PARTICIPATION

In accordance with the IAP2 Spectrum of Public Engagement, the public's role in the engagement process for the Orange County SRTP update project is "Consult." The public, including transit riders, county stakeholders, and other county residents, will be informed of the Short-Range Transit planning process and previous planning efforts. The public will provide their ideas, concerns, and recommendations for the plan that may be incorporated into the update. Recommendations will be developed based on the feedback collected and presented to the group as a final summary to increase transparency and assist the public with understanding the impact their participation had.

## OUTREACH METHODS

P3 and Nelson\Nygaard will develop detailed phase outreach plans to guide the engagement activities associated with each project phase. The engagement plans for each phase will include strategies and methods tailored to capture content needed to advise technical decisions. P3 will collaborate with Nelson\Nygaard to develop these plans and each plan will create a diversity of opportunities for people to provide feedback and input.

Prior to developing tactical plans for each phase of engagement, the P3 and Nelson\Nygaard team will review previous engagement efforts carried out as part of previous planning processes. We will review each plan with the goal of building on the successes achieved by previous efforts. In some cases, we may replicate previous efforts or adapt strategies and tactics to meet the needs of the Orange County SRTP.

### Pop-Up Events

Pop-up events will be held at bus stop shelters, transit stations, and other major destinations. At each pop-up event project staff will invite participants to learn more about the project and fill out surveys. Events will include translated materials and language interpretation services to ensure that the engagement is equitable to all in the county. These pop-up events will feature a table and presentation boards displaying information about the Orange County SRTP process. Flyers or handouts will be available for the public to take home with them, and those flyers will include the

project website and pertinent information about ongoing or upcoming engagement opportunities. Paper comment forms will be available for those that prefer to share comments on hardcopies.

## Polling Boards

Unstaffed polling boards will be placed at bus stop shelters and transit stations to collect feedback. These standalone boards, placed in transit stations and shelters, would provide project information, and allow passersby to provide structured input on their preferences related to a question, image, or set of questions and images using stickers. Polls can take different forms and allow customization. The polling station board would include a brief overview of the project, translated handouts or FAQ sheets, a QR code linking to the project website, short polling questions, and stickers to provide a response to the polling questions. The polling station boards can be advertised via social media.

## Meeting in a Box

A meeting in a box tool can be developed for community stakeholders to use to host and facilitate small group discussions with their community groups to educate their members on key elements of the SRTP process and to obtain input in a comfortable setting.

## Small Group Meetings

Small group meetings can be an effective strategy, especially when ideas or changes are being previewed before being released to a wider audience. These meetings provide an opportunity for the project team to meet with stakeholders to share initial thoughts and obtain feedback from a small group of participants. With this feedback, the project team can then update plans accordingly before releasing updated plans to the public. Meetings may be structured as “focus group” style meetings where individuals are brought together to share their opinions and ideas about specific changes. Other small group meetings include making presentations to existing groups as part of scheduled activities (i.e., neighborhood planning meetings). Small group meetings may be conducted with residents of a particular area, transit riders, and/or stakeholder groups.

## DATA COLLECTION TOOLS

In addition to engagement activities, participants will be provided with multiple options to provide input throughout the project, including web-based surveys and paper comment forms during each phase of engagement. Members of the project team can also take notes regarding participant comments which can be entered into an engagement summary report. Title VI demographic data will be collected through voluntary responses to survey questions.

Online surveys will be used to collect feedback from residents, transit riders and stakeholders during each phase of engagement. The surveys will remain live for three to four weeks to allow ample time for participants to share their feedback.

Paper comment forms will be created with each web-based survey to allow those without reliable access to technology or those that prefer hard copies to participate. These paper comment forms will include the same questions as the online survey and will be translated into Spanish, and other languages by request. They will be left in frequented locations, distributed to agency, business, and organization partners, and mailed or emailed to County residents that request them to ensure that all can participate in the process.

## COMMUNICATION TOOLS

Communications and advertisements are fundamental to a successful public engagement plan. Although some of the activities (pop-up events, polling stations) are designed to engage people as part of their everyday activities, in other cases the team will need to encourage participation through advertisements. The following strategy includes both digital and traditional engagement methods that can be used throughout the project.

### Project Website

A new standalone project website will be developed to provide access to information and materials about the Orange County SRTP project. Project information may include project updates, announcements, educational videos and presentations, promotional videos on project milestones and upcoming events, online survey links, project area maps, links to social media, public comment and meeting summaries, the project schedule, and upcoming opportunities for public participation.

Documents and information will be translated in Spanish and other languages as needed and the website will be promoted in printed and electronic materials and social media posts.

### Social Media and Email

Nelson\Nygaard and P3 will work with Orange County partners and local municipalities to promote project activities, events, and engagement opportunities via email and social media, including Facebook, Twitter, Instagram, and NextDoor. These advertisements will provide the public with project updates and opportunities for participation. The consultant team will provide a media kit of advertising content and graphics to the partners. Agency partners will post the materials on existing social media accounts and distribute them via GovDelivery email.

### Transit Advertisements and Materials

One of the best ways to reach transit riders is by posting advertisements inside transit vehicles. Printed materials such as flyers, door hangers, posters, and brochures will be developed for display on buses and in transit stations. Advertisements and materials will be created in both English and Spanish and other languages as requested and will include a QR code or website link to complete online surveys.

## Digital Ads

Digital monitor ads will be developed in addition to printed materials for display on bus and station monitors. These ads will be used to advertise project surveys and will include a QR code to take the survey and a link to the project website to learn more. Digital ads can also be shared with agencies and community partners to display on lobby monitors. All ads will be created in both English and Spanish and other languages as requested.

## Press Releases and Community Notices

Press releases can be an effective way to increase awareness of the project. The consultant team will collaborate with Orange County staff to identify the appropriate timing and need for press release. As deemed appropriate, the consultant team will develop press release content and Orange County will be responsible for distributing press release notifications to local media outlets, with a specific focus on media outlets that serve minority populations. All community notices will be posted on the department website and are issued in accordance with County Public Notice policy. Community notification will be conducted in accordance with Title VI and related county processes.

## Direct Stakeholder Outreach

Outreach to local businesses, organizations, and groups will be conducted by the consultant team to leverage their existing communication channels and disseminate project information to Orange County residents. The list of specific stakeholders will be determined based on the targeted audiences and will be contacted regularly to be kept informed throughout the process. A script will be created for all outreach to ensure that the language is consistent throughout the process. This outreach will assist in making community connections, targeting, and reaching underrepresented populations, and broadening the reach of outreach activities.

## COMMUNICATION OF RESULTS

The Nelson\Nygaard team will create public engagement summaries following each round of engagement. Each summary will list public outreach and engagement activities, results from public input, and an evaluation of engagement activities. This includes but is not limited to the following:

- Public Engagement Event Summaries and Participation Numbers
- Notification Methods
- Underrepresented Groups and LEP Outreach Efforts
- Public Comments

Summaries will be shared with participants from each phase of engagement, including those that subscribe to project updates via email. They will also be included on the project website.

During this process, all feedback will be collected, not solely feedback related to the SRTP. The project team will ensure that feedback collected is directed to the appropriate staff members.

## SUCCESS MEASURES

A successful Orange County SRTP engagement process involves engaging individuals that represent Orange County's population. This means that the demographic makeup of participants in each round of engagement should mirror, or be as close as possible to, the demographic makeup of the county. P3 and Nelson\Nygaard will measure success in engaging individuals that represent Orange County through voluntary demographic survey questions.

Additionally, data on participation numbers at events, communication method response numbers, analytics on online survey participation will be collected and continuously monitored to analyze the success of engagement activities.

During this project, the following metrics will be used to measure success:

- Engage 1 percent of residents within the study area (1,464 residents) through all outreach methods.
- Match demographic representation in surveys with the study area demographics within 5% of each demographic category, including race, limited English proficiency, age, and income.

## Demographic Analysis

Following each engagement activity, a Demographic Analysis will be conducted to review the demographics of those that participated. Additional data on participation, communication, and online analytics will be used to understand the number and type of people who participated in the event. Collected information from individual events will be combined into a summary report that compares individuals participating in the Orange County SRTP activities with Orange County's overall demographic profile.

This comparison will also show the effectiveness of communications and outreach approaches in reaching a substantial proportion of the population. These comparisons and data will be used to draft recommendations for outreach in future project phases to encourage participation and gather feedback from a more representative proportion of the project area population.

The team will collect data on how the participant heard about the opportunity through questions asking about communication methods (for example: "How did you hear about this opportunity?"). These questions will also be voluntary responses, but the data collected will assist the project team with determining what methods of engagement and communication are working and which are less effective.

These evaluations of success will be conducted after each phase of engagement to ensure that project engagement goals are being met and the process stays on course. Success measures allow for an adaptation of engagement approaches as needed to ensure those that are underrepresented

in one phase of engagement have opportunities to become informed and involved in future phases of the project.

**INFORMATION ITEM**



HUMAN RESOURCES

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Brenda Bartholomew, Director | 131 W. Margaret Lane, Hillsborough, NC 27278 | 919.245.2550

**TO:** Board of County Commissioners

**FROM:** Brenda Bartholomew, Human Resources Director

**DATE:** January 2, 2024

**SUBJECT:** Recognition of County Employee Retirements from October 1, 2023 through December 31, 2023

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This memorandum to the Board of County Commissioners is notice of employees that have retired during the period of October 1, 2023, through December 31, 2023. This is also to recognize and express gratitude to retirees for their devotion and service to Orange County and its residents and extend thanks to each of these retirees for their service to Orange County and for their dedication in meeting the primary mission of Orange County, in serving our residents with fairness, respect and understanding.

The following employees have retired during the period of October 1, 2023, through December 31, 2023:

First Name	Last Name	Department	Hire Date	Retirement Date	Years of Service
Laverne	Thompson	Health	05/20/2002	10/31/2023	21
Diane	McBroom	Social Services	09/30/1999	10/31/2023	24
Myra	Austin	Department on Aging	9/9/1988	11/30/2023	35