



**Orange County  
Board of Commissioners**

**Agenda**

**Virtual Business Meeting**

February 1, 2022

7:00 p.m.

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

Due to current public health concerns, the Board of Commissioners is conducting a Virtual Business meeting on February 1, 2022. Members of the Board of Commissioners will be participating in the meeting remotely. As in prior meetings, members of the public will be able to view and listen to the meeting via live streaming video at [orangecountync.gov/967/Meeting-Videos](http://orangecountync.gov/967/Meeting-Videos) and on Orange County Gov-TV on channels 1301 or 97.6 (Spectrum Cable).

In this virtual process, there are two methods for public comment.

- Written submittals by email
- Speaking during the virtual meeting

**Detailed public comment instructions for each method are provided at the bottom of this agenda. (Pre-registration is required.)**

**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. Presentation of Annual Comprehensive Financial Report for FYE 6/30/2021

**5. Public Hearings**

**6. Regular Agenda**

a. Resolution of Approval – Conservation Easement on Draper-Savage Memorial Foundation (Moorefields) and Approval of Budget Amendment #7-A

**7. Reports**

a. Orange County Crisis/Diversion Facility – Updated Progress Report by the Orange County Behavioral Health Task Force and Special Recognition of Tony Marimpietri

b. Regulation of Large Gatherings

**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. Refund of Overpayment of Excise Tax

c. Property Tax Releases/Refunds

d. Applications for Property Tax Exemption/Exclusion

e. Request for Road Additions to the State Maintained Secondary Road System for Folsom Court and Weldon Ridge Drive in the Weldon Ridge Subdivision

f. Construction Contract for High Rock Road Waste and Recycling Center Renovation

g. Fiscal Year 2021-22 Budget Amendment #7

**9. County Manager's Report**

**Projected February 8, 2022 BOCC Work Session**

Workforce Development System Realignment

Efland Water and Sewer Presentation

Status Report on Interstate Properties in the Efland Area and Possibilities for Development/Economic Development

Review of Upcoming Boards and Commissions Appointments

**10. County Attorney's Report**

**11. \*Appointments**



## 12. Information Items

- January 18, 2022 BOCC Meeting Follow-up Actions List
- Tax Collector's Report – Numerical Analysis
- Tax Assessor's Report – Releases/Refunds under \$100
- Memorandum – Fourth Quarterly Report (2021 Q4) and 2021 Annual Report for Orange County's CDBG-CV Grant

## 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).

## **Public Comment Instructions**

### **Public Comment – Written**

**(for Items not on the Agenda, Agenda Items and Public Hearings)**

Members of the public may provide written public comment by submitting it to the [ocbocc@orangecountync.gov](mailto:ocbocc@orangecountync.gov) email address by 3:00 PM on the afternoon of the meeting.

When submitting the comment, include the following:

- The date of the meeting
- The agenda item (example: 6-a) you wish to comment on
- Your name, address, email and phone number

The Orange County Board of Commissioners, County Manager, County Attorney and Clerk to the Board, will be copied on all of the emails that are submitted.

### **Public Comment – Verbal**

**(for Items not on the Agenda, Agenda Items and Public Hearings)**

Members of the public will be asked to contact the Clerk to the Board using the email address [ocpubliccomment@orangecountync.gov](mailto:ocpubliccomment@orangecountync.gov) no later than 3:00 PM on the day of the meeting and indicate they wish to speak during the meeting.

When submitting the request to speak, include the following:

- The date of the meeting
- The agenda item (example: 6-a) you wish to speak on
- Your name, address, email and phone number
- The phone number must be the number you plan to call in from if participating by phone



Prior to the meeting, speakers will be emailed a participant link to be able to make comments during the live meeting. Speakers may use a computer (with camera and/or microphone) or phone to make comments. Speakers using the phone for comments must use the provided PIN/Password number.

The public speaker's audio and video will be muted until the BOCC gets to the respective agenda item(s). Individuals who have pre-registered will then be brought into the public portion of the meeting one at a time.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 1, 2022

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

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**SUBJECT:** Presentation of Annual Comprehensive Financial Report for FYE 6/30/2021

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**DEPARTMENT:** Finance and Administrative Services

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**ATTACHMENT(S):**

1. GFOA Award for Excellence in Financial Reporting
2. Local Government Commission Amended Audit Contract

**INFORMATION CONTACT:**

Gary Donaldson, (919) 245-2453

**UNDER SEPARATE COVER**

3. *Annual Comprehensive Financial Report, June 30, 2021 - Electronic Version*

**CURRENTLY AVAILABLE AT:**

<https://www.orangecountync.gov/finance/statements>

4. *PowerPoint Presentation - Cherry Bekaert - To Be Provided at the Meeting*
- 

**PURPOSE:** To receive the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2021 and approve a Local Government Commission (LGC) Amended Audit Contract. The LGC contract amendment only changes the report issuance date from October 31, 2021 to January 31, 2022, with no change in the audit fees.

**BACKGROUND:** The ACFR reports on all financial activity of the County for the fiscal year July 1, 2020 through June 30, 2021. Cherry Bekaert, LLP, a firm of Certified Public Accountants, audited the financial statements. The financial statements and audit are required by Chapter 159-34 of the North Carolina General Statutes. The County prepares an Annual Comprehensive Financial Report (ACFR) that meets the standards set by the Government Finance Officers Association (GFOA). The ACFR is submitted to the GFOA in order to be awarded the Certificate of Achievement for Excellence in Financial Reporting. The financial report for the Orange County Sportsplex, as required under the management contract, is included in the County's ACFR.

The County received an unmodified (clean) audit opinion on the financial statements from the audit. The financial audit results indicate compliance with County financial policies. The Chief

Financial Officer and representatives of Cherry Bekaert, LLP will present highlights of the report and answer any questions.

The ACFR and other associated documents are available electronically at: <https://www.orangecountync.gov/finance/statements>.

**FINANCIAL IMPACT:** The financial report confirms a strong financial position for Orange County. There is no direct financial impact with receiving the ACFR.

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

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

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

**RECOMMENDATION(S):** The Manager recommends that the Board receive this Report as information, and approve and authorize the Chair to sign the LGC Amended Audit Contract.

## Attachment 1



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

11/10/2021

Renee Price  
Board Chair  
Orange County, North Carolina

Dear Ms. Price:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2020 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine  
Director, Technical Services



GOVERNMENT FINANCE OFFICERS ASSOCIATION  
**NEWS RELEASE**

**FOR IMMEDIATE RELEASE**

11/10/2021

**For more information contact:**  
**Michele Mark Levine, Director/TSC**  
**Phone: (312) 977-9700**  
**Fax: (312) 977-4806**  
**Email: [mlevine@gfoa.org](mailto:mlevine@gfoa.org)**

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **Orange County** for its annual comprehensive financial report for the fiscal year ended June 30, 2020. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

*Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.*



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**Orange County  
North Carolina**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

June 30, 2020

*Christopher P. Morill*

Executive Director/CEO

Whereas	Primary Government Unit Orange County, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor Cherry Bekaert LLP

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending	and originally due on	Audit Report Due Date
	<input type="text" value="06/30/21"/>		<input type="text" value="10/31/21"/>

hereby agree that it is now necessary that the contract be modified as follows.

<input checked="" type="checkbox"/> Modification to date	Original due date 10/31/21	Modified due date 01/31/22
<input type="checkbox"/> Modification to fee	Original fee	Modified fee

Primary Other  
(choose 1)(choose 0-2)

**Reason(s) for Contract Amendment**

- Change in scope
- Issue with unit staff/turnover
- Issue with auditor staff/workload
- Third-party financial statements not prepared by agreed-upon date
- Unit did not have bank reconciliations complete for the audit period
- Unit did not have reconciliations between subsidiary ledgers and general ledger complete
- Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
- Unit did not have information required for audit complete by the agreed-upon time
- Delay in component unit reports
- Software - implementation issue
- Software - system failure
- Software - ransomware/cyberattack
- Natural or other disaster
- Other (please explain)

**Plan to Prevent Future Late Submissions**

If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Indicate NA if this is an amendment due to a change in cost only.

The draft of the ACFR will be prepared earlier to ensure enough time for the review process and for any corrections to be agreed upon and made.

**Additional Information**

Please provide any additional explanation or details regarding the contract modification.

Draft ACFR not prepared based on agreed upon date in November 2021. The audit team experienced team member turnover during the audit as well.

**By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.**

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* Cherry Bekaert LLP	
Authorized Firm Representative* (typed or printed) April Adams	Signature*
Date* 01/25/22	Email Address aadams@cbh.com

**GOVERNMENTAL UNIT**

Governmental Unit* Orange County, North Carolina	
Date Primary Government Unit Governing Board Approved <b>Amended</b> Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed) Renee A. Price	Signature*
Date	Email Address rprice@orangecountync.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**  
**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***  
*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

Primary Governmental Unit Finance Officer* Gary Donaldson	Signature*
Date of Pre-Audit Certificate*	Email Address* gdonaldson@orangecountync.gov

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU N/A	
Date DPCU Governing Board Approved <b>Amended</b> Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**  
**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***  
*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

DPCU Finance Officer (typed or printed) N/A	Signature
Date of Pre-Audit Certificate	Email Address

ORD-2022-003

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 1, 2022

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

**SUBJECT:** Resolution of Approval – Conservation Easement on Draper-Savage Memorial Foundation (Moorefields) and Approval of Budget Amendment #7-A

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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(s)/Trail Easement

**INFORMATION CONTACT:**

David Stancil, 245-2510  
Christian Hirni, 245-2514

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**PURPOSE:** To consider a resolution to approve the purchase of and acceptance by Orange County of conservation easement(s) and trail easement for Draper Savage Memorial Foundation (Moorefields) property, and approve Budget Amendment #7-A.

**BACKGROUND:** The acquisition of conservation easements to protect highly important natural and cultural resource lands in Orange County is a longstanding goal of the Board of Commissioners, and is 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.

Over the past several years, DEAPR has worked with Moorefields Foundation, the group deeded to manage and caretaker of the grounds, on a project to conserve approximately 72 acres of Draper-Savage Memorial Foundation lands located on Moorefields Road in the Cheeks Township.

The farm property is located in the Upper Eno Critical Watershed, a priority watershed for acquiring agricultural easements in a dual effort to protect prime farmland and drinking water quality. The farm has over 1,900 linear feet of stream frontage on a tributary to and of Rocky Run, a major tributary of the Eno River, which supplies drinking water for the Town of Hillsborough and City of Raleigh. In addition, with the presence of Natural Heritage sites, the historic Moorefields property and other areas of high cultural/archaeological significance, and the property's adjacency to the County-owned Seven Mile Creek Natural Area, conservation of this tract is a high priority for the Lands Legacy Program.

The Moorefields Foundation intends to grant permanent conservation easement(s) that will restrict future development to protect prime open space and streams, as well as scenic views of the open space from Moorefields Road and the adjacent County park. The Foundation also intends to grant a trail easement for the Mountains to Sea Trail, allowing for further extension from the County owned lands east towards Dimmocks Mill Road. All other non-agricultural and historical restoration/renovation development rights will be extinguished through the conservation easement.

There will be three separate yet concurrent easements on the property. The Natural Heritage Area and stream buffers will be held in easement by the North Carolina Land and Water Fund (NCLWF), and monitored by the Eno River Association through State contract. The remaining open lands planned conservation easements would be held jointly by Orange County and the Eno River Association. This easement would enhance the protection of this historic home and grounds, which is listed on the National Register of Historic Places. The trail easement will be held by Orange County with planning, management, and construction assistance with the Friends of the Mountains to Sea Trail.

The planned conservation easement areas are depicted on the attached site map. The draft deeds of conservation easement and the trail easement are also provided.

**FINANCIAL IMPACT:** The appraised value of the conservation easement is \$360,000, which was determined with an appraisal by Kirkland Appraisals, LLC.

The purchase price for the conservation easement is \$360,000, the full appraised value. Additional costs, including closing and transactional costs, bring the estimated total at closing to \$385,500.

DEAPR worked with the Eno River Association to identify the following funding sources:

Orange County (Lands Legacy)	\$ 261,458 (68%)
NC Land and Water Fund (NCLWF)	\$ 111,042 (29%)
Eno River Association (Triangle Community Foundation grant)	<u>\$ 13,000 (3%)</u>
	\$385,500
	(acquisition and transaction)

Funds for the easement purchase would come from Orange County (\$248,958 purchase price plus \$12,500 for survey, legal and closing costs), NCLWF (\$111,042 purchase price), and Triangle Community Foundation (\$13,000 for transaction costs).

The County's share of funds (\$261,458) would come from existing funds budgeted and approved for the Lands Legacy Program (Land Legacy Fund).

The following funding sources support the easement outside of financial impact to Orange County: NCLWF (\$8,618 stewardship), City of Raleigh (\$7,152 for stewardship), and Eno River Association (\$2,500 in-kind match for Baseline Report).

The Draper-Savage Memorial Foundation 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. There would be no decrease in the property's market value caused by the

conservation easement (and extinguishing of portion of its development rights) since it would not lower the property value to a level that is less than the current present use value.

With this allocation, approximately \$2.3 million remains available in the Lands Legacy Capital Project. Budget Amendment #7-A provides for the use of the above mentioned funds, and amends the following Capital Project Ordinances:

**Lands Legacy Capital Project (-\$261,458) - Project #20011**

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Alternative Financing	\$2,466,157	(\$261,458)	\$2,727,615
From General Fund	\$42,697	\$0	\$42,697
Donations	\$2,000	\$0	\$2,000
Grant Revenue	\$250,000	\$0	\$250,000
Appropriated Fund Balance	\$9,337	\$0	\$9,337
<b>Total Project Funding</b>	<b>\$2,770,191</b>	<b>(\$261,458)</b>	<b>\$3,031,649</b>

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Lands Legacy Program	\$2,770,191	(\$261,458)	\$2,511,833
<b>Total Costs</b>	<b>\$2,770,191</b>	<b>(\$261,458)</b>	<b>\$2,511,833</b>

**Conservation Easements Capital Project (\$261,458) - Project # 20006**

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Alternative Financing	\$2,733,947	\$261,458	\$2,995,405
From General Fund	\$696,521	\$0	\$696,521
Donations	\$1,020	\$0	\$1,020
NC Agriculture Development Grant	\$135,480	\$0	\$135,480
Eno River Association	\$252,843	\$13,000	\$265,843
Upper Neuse Clean Water Initiative	\$54,000	\$0	\$54,000
NC Conservation Reserve Program	\$18,800	\$0	\$18,800
Contribution from Hillsborough	\$6,157	\$0	\$6,157
NC Land and Water Fund	\$0	\$111,042	\$111,042
Anticipated Grant Revenue	\$2,436,000	(\$124,042)	\$2,311,958
<b>Total Project Funding</b>	<b>\$6,334,768</b>	<b>\$261,458</b>	<b>\$6,596,226</b>

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Conservation Easements	\$6,334,768	\$261,458	\$6,596,226
<b>Total Costs</b>	<b>\$6,334,768</b>	<b>\$261,458</b>	<b>\$6,596,226</b>

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

**ENVIRONMENTAL IMPACT:** The following Orange County Environmental Responsibility Goal impacts are 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 along a busy highway and developed land to the south. The easement will also protect a vital watershed which leads to a primary drinking water source for the Town of Hillsborough and City of Raleigh.

- **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.

The acquisition of this and subsequent trail easements will move forward the continued effort of a Statewide trail system, allowing for local and statewide “thru hiking”/foot travel opportunities and promoting healthy recreation for locals and visiting individuals between several municipalities and areas of natural and cultural interests.

**RECOMMENDATION(S):** The Manager recommends that the Board adopt and authorize the Chair to sign the resolution approving the acceptance by Orange County of the conservation easements, and approve and authorize the Chair and the Clerk to sign the conservation easement agreements and trail easement documents, 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, 2022, and approve Budget Amendment #7-A.

**ORANGE COUNTY BOARD OF COMMISSIONERS****RESOLUTION****Approval of Conservation Easements  
between  
Orange County and the Eno River Association  
and  
Draper-Savage Memorial Foundation**

**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 Draper-Savage Memorial Foundation property includes approximately 72 acres in the Upper Eno Critical watershed, consisting of a majority of prime agricultural soils, and includes 1,900 linear feet of tributaries that drain to the Eno River—a drinking water supply reservoir for the Town of Hillsborough and City of Raleigh; and

**WHEREAS**, Moorefields Foundation, the caretakers of the Draper-Savage Memorial Foundation property, wish to grant permanent conservation easements to Orange County and the Eno River Association, which will protect the prime open space and riparian corridors that exist on the property; and

**WHEREAS**, conservation easements on this approximately 72 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 easements for land owned by Draper-Savage Memorial Foundation; 2) approve the execution of this conservation easement agreements with Draper-Savage Memorial Foundation, in accordance with the terms of the proposed easement agreements, subject to final review by staff and the County Attorney; 3) authorize the Chair and the Clerk to sign the easement agreements on behalf of the Board, with a closing to occur on or about March 30, 2022; 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 Draper-Savage Memorial Foundation for their civic-minded granting of these conservation easements through the Lands Legacy Program.

This the 1<sup>st</sup> day of February, 2022.

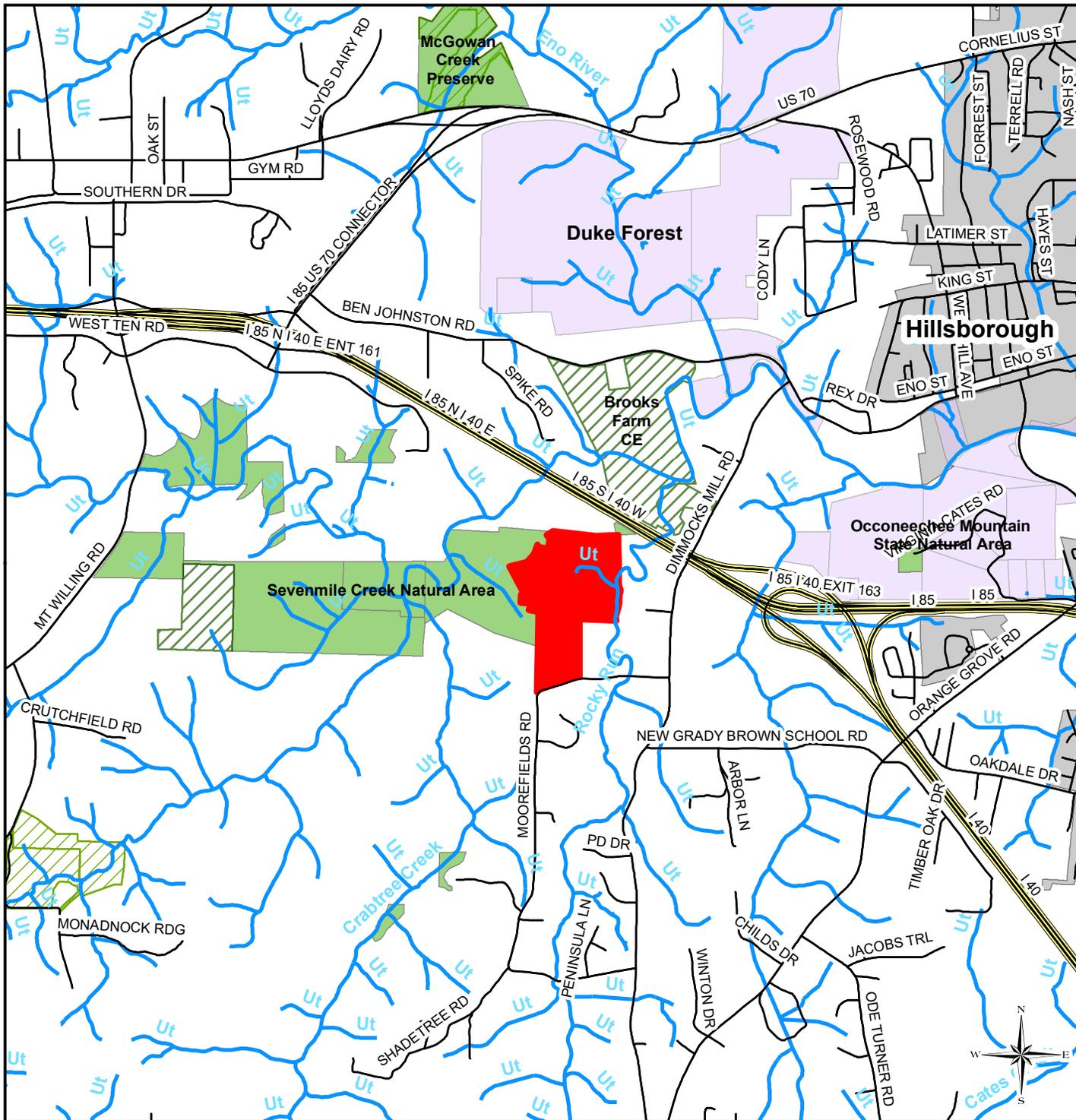
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Renee Price, Chair  
Orange County Board of Commissioners

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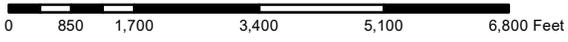
Laura Jensen, Clerk to the Board

# Moorefields Property Easement- Context Map



**Tract Information:**

Landowner: Moorefields  
 Lat: 36' 03.58"  
 Long: 79' 08.55"  
 Date: 1/14/2021  
 Image: 2017 Aerial Photo  
 Created By: Christian Hirni  
 Acres: 72 (LWF Easement- 24  
 Trial Easement- 3)



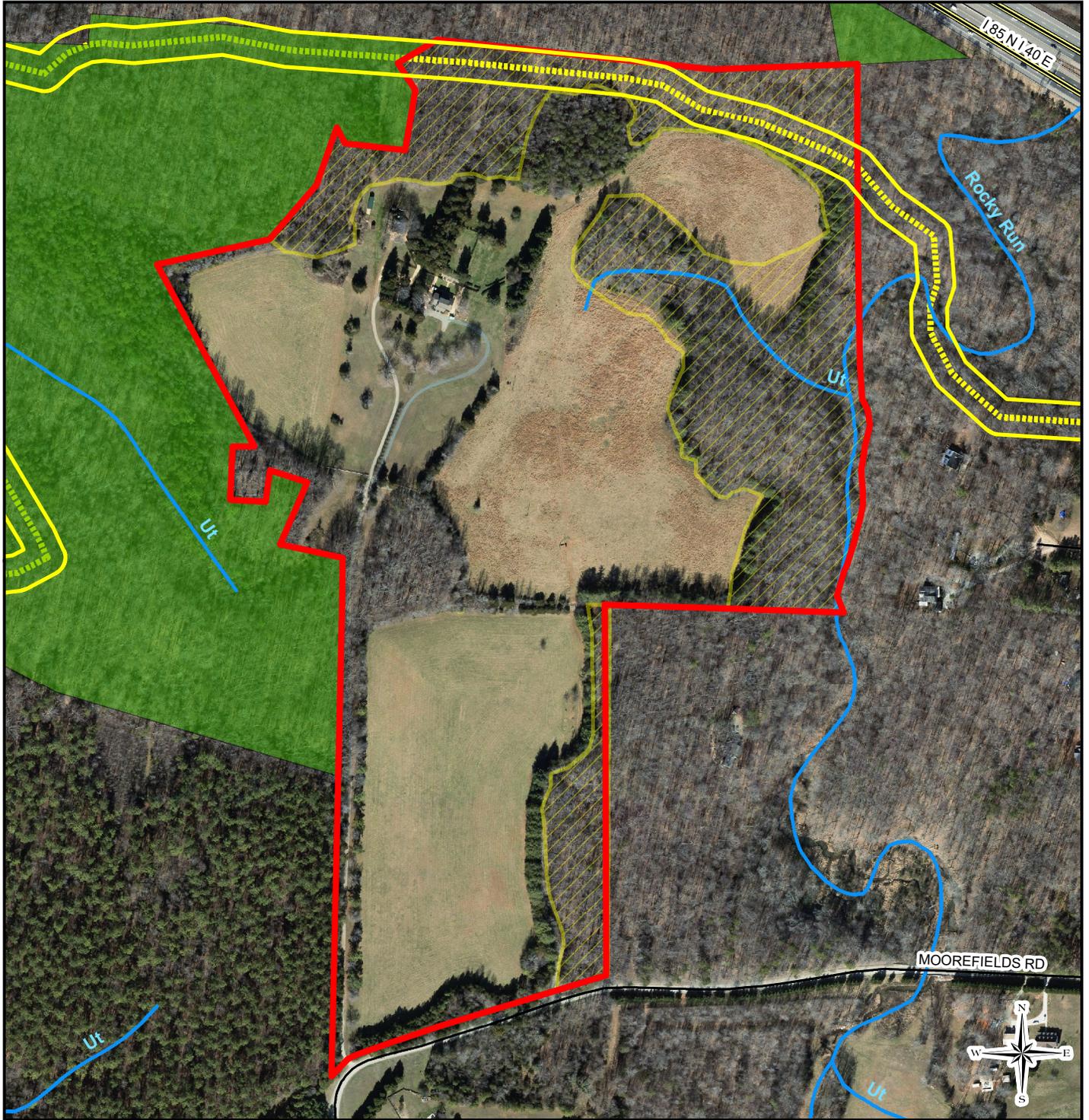
ORANGE COUNTY

Department of Environment,  
 Agriculture, Parks & Recreation

**Legend**

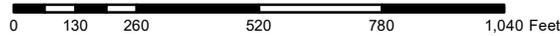
- Roads
- Streams
- Tract Boundary
- Open Space- Other
- County Open Space
- County Easements
- Conservation Easements
- City Boundary

# Moorefields Property Conservation/Trail Easements 7



**Tract Information:**

Landowner: Moorefields  
 Lat: 36' 03.58"  
 Long: 79' 08.55"  
 Date: 11/02/2021  
 Image: 2017 Aerial Photo  
 Created By: Christian Hirni  
 Acres: 72 (LWF Easement- 24  
 Trial Easement- 3)



Department of Environment,  
 Agriculture, Parks & Recreation

### Legend

- Roads
- Tract Boundary
- LWF Easement
- Trail Corridor
- Streams
- County Open Space
- Adjusted Trail Route

## Attachment 4

CONSERVATION EASEMENT  
FRIENDS OF MOOREFIELDS Property

Prepared by: Orange County, North Carolina and North Carolina Land and Water Fund

After Recording Return to: Christian Hirni, P.O. Box 8181, Hillsborough, NC 27278

NORTH CAROLINA  
Portion of Tax Parcel Nos. 9854716006, 9854815060,  
and 9853797619

ORANGE COUNTY  
NCLWF No. 2020-048

THIS DEED OF CONSERVATION EASEMENT ("**Conservation Easement**") is made, given, granted, and executed on this the \_\_\_ day of \_\_\_, 2021 by and between FRIENDS OF MOOREFIELDS, a NC Non-profit Corporation, TRUSTEE OF THE EFFIE DRAPERSAVAGE – NELLIE DRAPER DICK MEMORIAL FOUNDATION ("**Grantor**") its address being: 2201 Moorefields Road, Hillsborough, NC 27278 and ORANGE COUNTY, NORTH CAROLINA, a local government of the State of North Carolina ("**Grantee**") its address being: P.O. Box 8181, Hillsborough, NC 27278. Grantor and Grantee may hereinafter be referred to individually as a "**Party**" or collectively as the "**Parties.**"

RECITALS

A. Grantor owns in fee simple absolute certain real property lying and being in Cheeks Township, Orange County, North Carolina, which consists of three parcels with Orange County PIN numbers 9853797619, 9854716006, and 9854815060 totaling 70.63 acres, and which is more particularly described in "**Exhibit A**" which is attached hereto and incorporated herein by reference as if fully set forth herein (the "**Property**").

B. Grantee is a body politic existing under Chapter 153A of the North Carolina General Statutes, and is qualified to hold Easements under the applicable laws of the State of North Carolina.

C. The State of North Carolina ("**State**") has enacted the Conservation and Historic Preservation Agreements Act, Chapter 121, Article 4 of the North Carolina General Statutes ("**N.C.G.S.**"), which provides for the enforceability of restrictions, easements, covenants, and

conditions “appropriate to retaining land or water areas predominantly in their natural, scenic or open condition . . . .”

D. The North Carolina Land and Water Fund a.k.a. North Carolina Clean Water Management Trust Fund (“**Fund**”) is authorized by N.C.G.S. Chapter 143B, Article 2, Part 41 to acquire land and interests in land on behalf of the State:

- for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses,
- for the purpose of protecting and conserving surface waters and enhancing drinking water supplies, including the development of water supply reservoirs,
- to provide buffers around military bases to protect the military mission,
- that represent the ecological diversity of North Carolina, including natural features such as riverine, montane, coastal, and geologic systems and other natural areas to ensure their preservation and conservation for recreational, scientific, educational, cultural, and aesthetic purposes, and
- that contribute to the development of a balanced State program of historic properties.

E. Grantor and Grantee have agreed to set aside a **23.5-acre** area of the Property for the purpose of creating a conservation easement. The area is hereinafter referred to as the “**Easement Area.**” The Easement Area is described in “**Exhibit B**” which is attached hereto and incorporated herein by reference as if fully set forth herein.

The Easement Area has the following conservation values and serves the following conservation purposes:

- to preserve, enhance, restore, and maintain the natural features and resources of the riparian buffer, to control runoff of sediment, and to improve and maintain the water quality, of portions of Rocky Run and its tributaries,
- to preserve and maintain the natural features and resources of the riparian buffer, and to provide environmental, educational, and recreational uses, including riparian greenway along portions of Rocky Run and its tributaries,
- to protect and preserve the ecological diversity including natural features such as Sevenmile Creek natural area for recreational, scientific, educational, cultural, and aesthetic purposes, and
- to preserve and protect the natural, historic, and cultural features of the Easement Area containing or located next to the Moorefields Home and Grounds (c. 1785) listed on the

National Registry of Historic Places and an Orange County Landmark, to develop a balanced State program of historic properties.

Moreover, Grantor and Grantee recognize that the Easement Area has other conservation values and purposes, including fish and wildlife conservation, open space values, and scenic values (hereinafter, collectively with the conservation values described in this **Section E** of the Recitals and the conservation purposes of this Conservation Easement, the “**Conservation Values**”).

F. Grantee has received or will receive a grant from Fund in accordance with Grant Contract No. 2020-048 between Grantee and Fund dated January 5, 2021 (the “**Grant Contract**”). In the Grant Contract, Grantee agreed to enter into this Conservation Easement. The terms and conditions of the Grant Contract are incorporated herein by reference as if fully set forth herein. The Grant Contract is on file and available for public inspection in the offices of Grantee and Fund. The Grant Contract and this Conservation Easement are collectively referred to herein as the “**Project**.”

G. Grantor and Grantee acknowledge that the Easement Area is currently unencumbered except as permitted in **Article V** of this Conservation Easement. The Easement Area’s characteristics, its current use, and its state of improvement are described in a Baseline Documentation Report (the “**BDR**”), which was required under the Grant Contract and is on file and available for public inspection in the offices of Grantee and Fund. The Parties acknowledge that the BDR is the appropriate basis for monitoring compliance with the objectives of preserving the Conservation Values and that it is not intended to preclude the use of other evidence (e.g. surveys, appraisals) to establish the condition of the Easement Area at the time of the execution of this Conservation Easement if there is a controversy over such condition.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Grantor hereby unconditionally and irrevocably gives, grants, and conveys forever and in perpetuity to Grantee, its successors and assigns, and Grantee hereby accepts, this Conservation Easement of the nature and character and to the extent hereinafter set forth in, on, over, under, through, above, and across the Easement Area, together with the right and easement to preserve and protect the Conservation Values.

The purpose of this Conservation Easement is to protect and preserve the Conservation Values as outlined above in **Section E** of the Recitals including the conservation purposes and it shall be so held, maintained, and used therefor. Grantor hereby conveys to Grantee all development rights that are now or hereafter allocated to, or are implied or inherent in, the Easement Area, and the Parties agree that such rights 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 bounded or described, or to any other property. It is the further purpose of this Conservation Easement to prevent any use of the Easement Area that will impair or interfere with the preservation of the Conservation Values. Grantor intends that this Conservation Easement will restrict the use of the Easement Area to such activities as are consistent with the Conservation

Values.

FURTHER, for the purpose of providing uninterrupted access to the Easement Area, Grantor grants and conveys unto Grantee, its successors and assigns, a perpetual right of ingress, egress, and regress to and from the Easement Area from Moorefields Road, (2) across the Property, (3) in any other right-of-way appurtenant to the Property, and (4) across any other lands owned by Grantor.

#### ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee, its successors and assigns, against Grantor, its representatives, successors, assigns, lessees, agents, and licensees.

#### ARTICLE II. RIGHTS RESERVED TO GRANTOR

Grantor reserves the right accruing from the fee simple ownership of the Property to engage in or permit others to engage in the uses of the Easement Area that are not inconsistent with this Conservation Easement or the Conservation Values. All rights reserved by Grantor, are reserved for Grantor and its successors and assigns. The specific reserved rights listed below in this **Article II** are considered to be consistent with this Conservation Easement and the Conservation Values. Grantor shall continue to own and may use the Property in any lawful manner that is consistent with this Conservation Easement and the Conservation Values. The Parties acknowledge and agree that they have no right to agree to any activity that would result in the termination of this Conservation Easement.

The Easement Area shall be restricted from any development or usage that would impair or interfere with the Conservation Values including the purposes of this Conservation Easement. The following uses are reserved as indicated:

A. Access and Use. Grantor reserves the right to allow access and use of the Easement Area for the purposes of the activities permitted herein. Grantor reserves the right to generate income from individuals and groups related to the activities permitted under the rights reserved herein, so long as the activities are not detrimental to the Conservation Values.

B. Passive Recreational Use. Grantor reserves the right to engage in and to permit others to engage in passive recreational uses of the Easement Area that do not require surface alteration of the land and pose no threat to the Conservation Values. By way of illustration, such passive recreational uses may include hiking, walking, scientific study, animal/plant observation, nature and environmental education, historic tours, photography, so long as such uses are consistent with the maintenance of the Conservation Values, and such uses are subject to all applicable federal, state, and local laws and regulations.

C. Existing Roads and Trails. Grantor reserves the right to maintain existing unpaved roads and trails in the Easement Area. These roads and trails shall not be paved without prior written approval of Fund. The existing roads and trails may be stabilized with gravel and

permanent vegetation. Associated ditches, culverts, stream crossings, and bridges may be maintained and replaced as necessary as maintenance of the road or trail. All necessary care shall be taken to maintain existing roads and trails in a manner so as not to impair any Conservation Values. Existing roads and trails shall not be realigned without the prior written approval of Fund.

D. Motorized Vehicles. Grantor or assigned reserves the right to use motorized vehicles on allowed roads and trails for management, maintenance, or stewardship purposes.

E. New Trails. Grantor or assigned reserves the right to construct and maintain new natural surface trails for the purpose of hiking, including the right to construct and maintain the NC Mountains-to-Sea Trail within the Easement Area.. Grantor or assigned further reserves the right to pave trails for non-motorized recreational purposes. All trails must be located a minimum distance of fifty (50) feet from the top of the bank of all surface water, unless such locations are physically impracticable, and must be located so as not to impair the Conservation Values. All trail construction involving soil disturbance must follow best practices for sustainable trail design and construction and must have prior written approval by Fund. Private trails for personal use by the landowner and a small number of guests that will not have more than a de minimis impact on the land, water quality, or environment are excepted from the requirements of the immediately preceding sentence. When required by the terrain, trails may include boardwalks, ramps, and handrails to the extent necessary. Trails may include stream crossings up to 6 feet wide, provided they are permitted by all applicable regulatory authorities. All necessary care shall be taken to construct and maintain trails in a manner so as not to impair any Conservation Values either during or after construction. Fund shall have the authority to require the closure of any trail that is detrimental to any Conservation Values. All realignments of trails are subject to the requirements of this Paragraph.

F. Trail and Recreational Accessories. Grantor or assigned reserves the right to construct and maintain park benches, litter receptacles, and directional, educational, and informational signs along existing trails and approved new trails. Grantor or assigned, further reserves the right to construct and maintain one (1) observation platform along existing and approved new trails or on the banks of surface water if allowed and approved by all applicable regulatory authorities. All necessary care shall be taken to construct and maintain trail and recreational accessories in a manner so as not to impair any Conservation Values either during or after construction. Fund shall have the authority to require the removal of any trail or recreational accessory that is detrimental to any Conservation Values.

G. Vegetation Management. Grantor or assigned, reserves the right to manage vegetation for boundary marking, fencing, signage, fire containment, disease control, insect control, invasive exotic plant control, and removal of conditions that threaten life or property. Methods of vegetation management may include, but are not limited to, selective cutting, prescribed burning, and application of herbicides or pesticides.

H. Native Community Restoration, Management, and Maintenance. Grantor reserves the right to perform all activities necessary to restore, manage, or maintain the native plant and animal communities in the Easement Area, provided, however, that the conversion of one habitat type to a native habitat type requires prior written approval of Fund. All necessary care shall be

taken to protect all Conservation Values, and restoration, management, and maintenance activities shall be carried out in a manner so as not to impair any Conservation Values either during or after the activities.

I. Stream/Wetland Restoration. Grantor reserves the right to perform all activities necessary to restore and stabilize streams and wetlands to enhance water quality on the Easement Area. Such activities shall be based upon prevailing design and permitting standards. Restoration and stabilization activities shall be based on a design using as many natural materials as possible, shall require prior written approval of Fund, and shall be subject to all applicable regulatory authorities.

J. Signs. Grantor or assigned, reserves the right to post the following signs: no trespassing signs, local, state, or federal traffic or similar information signs, for sale or lease signs, signs identifying the Conservation Values of the Easement, signs identifying Grantor as owner of the Property, signs identifying the funders or the holders of Conservation Easements, educational signs, directional signs, and interpretative signs.

### ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Easement Area that is inconsistent with this Conservation Easement or the Conservation Values is prohibited. The Easement Area shall be maintained in its natural, scenic, wooded, and open condition and restricted from any development or use that would impair or interfere with this Conservation Easement or the Conservation Values.

Without limiting the generality of the immediately foregoing Paragraph, the following activities and uses are expressly prohibited or restricted in the Easement Area as stated, except to the extent of rights specifically reserved to Grantor in **Article II**. When an activity or use is prohibited or restricted in, within, on, or of the Easement Area, the activity or use is prohibited or restricted in, on, over, under, through, above, and across the Easement Area.

A. Industrial and Commercial Use. Industrial and commercial activities and any rights of passage for such purposes are prohibited in the Easement Area.

B. Agricultural, Grazing and Horticultural Use. Agriculture, grazing, horticultural and animal husbandry operations and any rights of passage for such purposes are prohibited in the Easement Area.

C. Disturbance of Natural Features, Plants, and Animals. There shall be no cutting or removal of trees and no disturbance of other natural features within the Easement Area...

D. Construction of Structures or Improvements. There shall be no constructing or placing of any temporary or permanent structure, improvement, building, fixture, mobile home, asphalt, concrete, or other pavement, billboard or other advertising display, antenna, utility pole,

tower, conduit, line, or facility in the Easement Area.

E. Motorized Vehicles. Use of motorized vehicles in the Easement Area is prohibited =.

F. Signs. Signs are not permitted in the Easement Area.

G. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining, or drilling in the Easement Area. There shall be no removal of topsoil, sand, gravel, rock, peat, minerals, hydrocarbons, or other materials from the Easement Area. There shall be no change in the topography of the land in the Easement Area in any manner.

H. Wetlands and Water Quality. There shall be no pollution or alteration of surface waters in the Easement Area. There shall be no construction or other activities that would be detrimental to water quality or that would alter the natural water levels, drainage, sedimentation, or water flow in, on, or over the Easement Area or into any surface waters. There shall be no construction or other activities that would cause soil degradation or erosion. There shall be no diking, dredging, alteration, draining, filling, or removal of wetlands.

I. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or other materials in the Easement Area is prohibited.

J. Conveyance and Subdivision. The Easement Area consists of three (3) **contiguous** areas of the Property. The Easement Area shall not be further divided, subdivided, or partitioned. No property interest in the Easement Area, including, but not limited to the fee simple interest, shall be further divided, subdivided, or partitioned. Without limiting the foregoing, the individual areas included in the Easement Area shall not be conveyed except all together in undivided ownership and in their current configuration.

K. Open Space and Development Rights. The Easement Area shall not be used to satisfy open space or density requirements of any cluster or other development scheme or plan. The development rights encumbered by this Conservation Easement shall not be transferred to any other land pursuant to a transfer of development rights scheme, a cluster development arrangement, or otherwise.

L. Mitigation. There shall be no use of the Easement Area or any portion thereof to satisfy compensatory mitigation requirements under 33 USC Section 1344, N.C.G.S. §143-214.11 or any successor or replacement provision of the foregoing.

#### ARTICLE IV. ENFORCEMENT AND REMEDIES

A. Enforcement and Remedies. Grantee has the right to prevent and stop any violation of this Conservation Easement, including, but not limited to, preventing and stopping any activity on or use of the Easement Area that is inconsistent with this Conservation Easement or its purposes, and to require the prompt restoration to the condition required by this

Conservation Easement of such areas or features of the Easement Area that may have been damaged by such violation, activity, or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of Grantee, Grantee, may notify Grantor in writing of such breach. Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, Grantee may enforce this Conservation Easement by legal proceedings for damages, injunctive relief, and any other legal or equitable remedy. Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement, (b) to otherwise preserve or protect its interest in the Easement Area, and (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, Grantee has the immediate right, without notice, to obtain a temporary restraining order, injunction, or other appropriate relief if a breach or threatened breach of the terms of this Conservation Easement is or would irreversibly or materially impair the benefits to be derived from this Conservation Easement. Grantor and Grantee acknowledge that under such circumstances damage to Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement, including, without limitation, those set forth in the Grant Contract under which this Conservation Easement was obtained.

B. Access for Inspection and Right of Entry. Grantee shall have the right, by and through its agents and employees, to enter the Property to inspect the Easement Area for compliance with this Conservation Easement at all reasonable times and with prior notice and, if necessary, cross other lands owned by Grantor for the purposes of (1) inspecting the Easement Area to determine if Grantor is complying with this Conservation Easement and its purposes, (2) enforcing the terms of this Conservation Easement, (3) taking any and all actions with respect to the Easement Area as may be necessary or appropriate with or without order of the Court, to remedy or abate violations hereof, and (4) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Easement Area by Grantor.

C. Termination and Proceeds of Property Rights Created. This Conservation Easement gives rise to a property right that is immediately vested in Grantee at the time of recordation, with a fair market value that is equal to the proportionate value that the Conservation Easement bears to the full value of the whole Property, as if unencumbered by the Conservation Easement, on the date of the recording of this Conservation Easement. This proportionate value shall remain constant. For the purposes of determining any distribution of proceeds pursuant to this Paragraph, Grantor's proportionate contribution to the purchase price shall be deemed to be 0%, Orange County's proportionate contribution to the purchase price shall be deemed to be 0%, and State of North Carolina's proportionate contribution to the purchase price shall be deemed to be 100%. "**Proceeds of Sale**" shall mean the cash value of all money and property paid, transferred, or contributed in consideration for, or as otherwise required as a condition to, the taking of, sale of, exchange of, involuntary conversion of, or severance damages to, the Property or part thereof, and any money, damages, or just compensation otherwise awarded as a result of judicial proceedings, *minus* Grantor's reasonable expenses from such transaction or proceeding.

1. Eminent Domain. Whenever all or part of the Property is taken by eminent domain, threatened to be taken by an entity with the power of eminent domain, or acquired, or sought to be acquired, by negotiated sale in lieu of condemnation, whether by public, corporate, or other authority, Grantor shall immediately give notice to Grantee and Fund, and shall take all appropriate actions related to such taking or negotiated sale in coordination with and with the prior written approval of Grantee and Fund, to recover the full fair market value (without regard to any diminution in value attributable to the Conservation Easement) of the taking or acquisition and all incidental, direct, and severance damages resulting from the taking or acquisition. Grantee, its successors and assigns, shall be entitled to its proportionate share of the Proceeds of Sale which shall include, but not be limited to, the proceeds of such taking of, sale of, exchange of, involuntary conversion of, and severance damages to, the Property or any part thereof, and any damage or just compensation otherwise awarded with respect to any judicial proceedings, according to Grantee's proportional interest in the value of the Property as determined under Treasury Regulations §1.170A-14(g)(6)(ii) or any successor regulation. As allowed by N.C.G.S. §146-30(a), Grantee shall use its share of the Proceeds of Sale in a manner consistent with the purpose(s) of the Conservation Easement as set forth herein. Notwithstanding the foregoing, all Proceeds of Sale shall be distributed among the Parties according to each Party's respective contribution to the purchase price of the Property and this Conservation Easement as specified above. Nothing herein limits Grantee's right to be included as a named party in any eminent domain action or its right to just compensation for the taking of its property interest.

2. Changed Conditions. If a subsequent, unexpected change in conditions surrounding the Property or any part thereof makes impossible or impractical the continued use of the Property for the purposes of this Conservation Easement as set forth herein, and the Conservation Easement is extinguished in whole or in part by judicial proceeding, Grantee, its successors and assigns, shall be entitled to its proportionate share of the Proceeds of Sale which shall include, but not be limited to the proceeds of any sale, exchange, or involuntary conversion of the Property or any part thereof, and any damage award with respect to any judicial proceedings according to Grantee's proportional interest in the value of the Property as determined under Treasury Regulations §1.170A-14(g)(6)(ii) or any successor regulation. As allowed by N.C.G.S. §146-30(a), Grantee shall use its share of the Proceeds of Sale in a manner consistent with the purpose(s) of the Conservation Easement as set forth herein. Notwithstanding the foregoing, all Proceeds of Sale shall be distributed among the Parties according to each Party's respective contribution to the purchase price of the Property and this Conservation Easement as specified above. Nothing herein limits Grantee's right to be included as a named party in any judicial proceedings related to changed conditions.

D. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Easement Area resulting from the acts of third parties not authorized by Grantor, or from

causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, property, or the Easement Area, resulting from such causes.

E. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

F. No Waiver. Any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this Conservation Easement or of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

#### ARTICLE V. TITLE

Grantor covenants, represents, and warrants (i) that Grantor is the sole owner and is seized of the Property including the Easement Area in fee simple and has good right to grant and convey this Conservation Easement, (ii) that there is legal access to the Property and the Easement Area, (iii) that the Property and Easement Area are free and clear of any and all encumbrances, except those permitted exceptions outlined below, none of which would nullify, impair, or limit in any way the terms or effect of this Conservation Easement, (iv) that Grantor shall defend its and Grantee's title against the claims of all persons whomsoever, and (v) that Grantee, its successors and assigns, shall have the right to monitor and defend the terms of this Conservation Easement. The following are permitted exceptions to the above covenants, representations, and warranties: \_\_\_\_\_.

#### ARTICLE VI. MISCELLANEOUS

A. Stewardship of the Conservation Easement. Pursuant to the terms of the Grant Contract and any contract for stewardship of the Easement Area entered into pursuant to the Grant Contract, Grantor acknowledges that The Association of the Preservation of the Eno River Valley, Inc. (a.k.a. Eno River Association) will monitor and observe the Easement Area in perpetuity to assure compliance with the purposes and provisions of this Conservation Easement and the provisions of the Grant Contract, and that it will report on the condition of the Easement Area, or provide for such reporting, to State and Fund no less frequently than once a year, and further will report immediately to State and Fund any observed and/or known violations of this Conservation Easement or the Grant Contract. The Parties acknowledge that the associated stewardship monies awarded under the Grant Contract are administered pursuant to N.C.G.S. §143B-135.236 which establishes the North Carolina Conservation Easement Endowment Fund, or any successor law, and Fund's internal policies and procedures, and that Eno River Association's obligation to monitor the Easement Area at any given time is contingent on the

availability of said stewardship funds. Further, the Parties acknowledge that this obligation to monitor the Easement Area is assignable without the consent of the Grantor provided such assignment is made with the prior written approval of Fund and evidenced by a written instrument signed by the Parties to the assignment and recorded in the Office of the Register of Deeds of Orange County. Provided further, that any such assignment of Eno River Association's obligation to monitor the Easement Area shall include a right of entry onto the Property and the Easement Area for the assignee of said monitoring obligation, and shall require the monitoring to be carried out in accordance with and subject to N.C.G.S. §143B-135.236 or any successor law, and Fund's internal stewardship policies and procedures. The Parties specifically acknowledge that neither Eno River Association's obligation to monitor the Easement Area, nor its assignment of said obligation, shall have any effect on the rights and obligations of Grantee of this Conservation Easement. Further, the Parties covenant that the obligation to provide monitoring of the Easement Area will survive any transfer of Grantor's fee interest in the Property.

B. Subsequent Transfers of the Fee or Other Interests; Licenses. Grantor agrees for itself, its successors and assigns, that in the event it intends to transfer the Property, any interest in the Property, any portion of the Property that includes the Easement Area, or any license to use the Easement Area, to notify Grantee and Fund in writing of the names and addresses of any party to whom the Property, any interest in the Property, any portion of the Property that includes the Easement Area, or any license to use the Easement Area, is to be transferred, the nature of the interest or license to be transferred, and the terms and conditions of the intended transfer, at least sixty (60) days before the transfer is intended to be consummated. Grantor, for itself, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed, license, or other legal instrument by which any interest or license in the Property is conveyed. The Property owner shall not convey the Property or any interest or license therein, and shall not incur, assume, or suffer to exist any lien, upon or with respect to the Property, without disclosing to the prospective transferee the Conservation Easement, the obligations of the Property owner, and the limitations on use of the Property. No interest or license in the Property shall be transferred except in writing in accordance with the above. Nothing in this Paragraph abrogates or limits **Paragraph J of Article III** hereof.

C. Subsequent Transfers of the Conservation Easement. The Parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable with any such assignee having all the rights and remedies of Grantee hereunder. The Parties hereby covenant and agree, that in the event this Conservation Easement is transferred or assigned, the transferee or assignee of the Conservation Easement will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (the "**Code**"), as amended, or any successor section, and the regulations promulgated thereunder that is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code, a qualified holder as that term is defined in the Act or any successor statute, and a qualified grant recipient pursuant to N.C.G.S. Chapter 143B, Article 2, Part 41. 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 purpose(s) of the Conservation Easement that the contribution was originally intended to advance as set forth herein, but acknowledge specifically that any transfer or assignment of the Conservation Easement shall have no effect on Eno River Association's obligation to provide stewardship of the Conservation Easement as set forth in this **Article VI**.

D. Existing Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property, which includes the Easement Area. Among other things, this shall apply to:

1. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property, including the Easement Area. If Grantee is ever required to pay any taxes or assessments on its interest in the Easement Area, Grantor shall reimburse Grantee for the same.
2. Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, including the Easement Area, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Easement Area.
3. Liability and Indemnification. If Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, including the Easement Area, Grantor shall indemnify and reimburse Grantee for these payments, as well as reasonable attorneys' fees and other expenses of defending itself, unless Grantee has committed a deliberate act that is determined to be the sole cause of the injury or damage.

E. Conservation Purpose. Grantor and Grantee, each for itself, and its respective successors and assigns, agree that this Conservation Easement shall be held exclusively for conservation purposes set forth by the Grant Contract, this Conservation Easement, and as specified in Section 170(h)(4)(A) of the Code. Further, this Conservation Easement shall be construed to promote the purposes of the Act and such purposes of this Conservation Easement as are defined in Section 170(h)(4)(A) of the Code.

F. Recording. Grantee shall record this instrument and any amendment hereto in the official records of Orange County, North Carolina, and may re-record it at any time as may be required to preserve Grantee's rights.

G. Notices. Any notices shall be sent by registered or certified mail, return receipt requested, to the Parties at their addresses shown below, and each Party may update its information by a notice sent in accordance with this Paragraph:

If to Grantee:  
Orange County c/o DEAPR  
P.O. Box 8181  
Hillsborough, NC 27278

If to Grantor:  
Friends of Moorefields, Trustee  
2201 Moorefields Road  
Hillsborough, NC 27278

H. Amendments. Grantor and Grantee, or their successors in interest in the Property, are free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Conservation Easement or affects the perpetual duration of this Conservation Easement. Such amendments require the prior written approval of both Grantor and Grantee and shall be effective upon recording in the public records of Orange County, North Carolina.

I. Environmental Condition of the Property. Grantor warrants, represents, and covenants to Grantee that to the best of its knowledge after appropriate inquiry and investigation: (a) the Property described herein is and at all times hereafter will continue to be in full compliance with all federal, state, and local environmental laws and regulations, (b) as of the date hereof, there are no hazardous materials, substances, wastes, or environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in, or under the Property or used in connection therewith, (c) that there are no environmental conditions existing on the Property that may prohibit or impede use of the Easement Area for the purposes set forth herein, and (d) Grantor will not allow such conditions.

J. Indemnity. Grantor agrees to the fullest extent permitted by law, to protect, indemnify, and hold harmless Grantee from and against all claims, actions, liabilities, damages, fines, penalties, costs, expenses, and attorneys' fees suffered or incurred as a direct or indirect result of any violation of any federal, state, or local environmental or land use law or regulation or of the use or presence of any hazardous substance, hazardous waste, or other regulated material in, on, or under the Property.

K. Entire Agreement. The Recitals set forth above and the exhibits, if any, attached hereto are incorporated herein by reference. This instrument, including the Grant Contract incorporated by reference herein, sets forth the entire agreement of the Parties with respect to the Project and supersedes all prior discussions, negotiations, understandings, and agreements relating to the Project. To the extent that this Conservation Easement is in conflict with the Grant Contract, the terms of this Conservation Easement shall control.

L. Interpretation and Severance. This Conservation Easement shall be construed and interpreted under the laws of the State and the United States, and any ambiguities herein shall be resolved so as to give maximum effect to the conservation purposes sought to be protected herein. The normal rule of construction of ambiguities against the drafting party shall not apply in the interpretation of this Conservation Easement. Further, this Conservation Easement shall be construed to promote the purposes of the Act, which authorizes the creation of conservation agreements for purposes including those set forth herein, and such conservation purposes as are defined in Section 170(h) (4) (A) of the Code. If any provision of this Conservation Easement is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby and shall remain in full force and effect.

M. Parties. Every provision of this Conservation Easement that applies to Grantor or to Grantee or to Fund shall likewise apply to their respective executors, administrators, successors, and assigns.

N. No Extinguishment through Merger. The Parties agree that the doctrine of extinguishment by merger shall not apply to this Conservation Easement because of the public interest in its enforcement. The Parties agree that this Conservation Easement and its terms shall survive any coming together of the ownership of the fee interest and the Conservation Easement interest in the Easement Area, and that this Conservation Easement shall not be merged into the fee interest. Further, the Parties agree that if Grantee, or any successor in interest to Grantee, acquires title to any fee interest in the Easement Area (i) said owner shall observe and be bound by the obligations and the restrictions imposed upon the Easement Area by this Conservation Easement and (ii) this Conservation Easement shall not be extinguished through the doctrine of merger in any way in view of the public interest in its enforcement.

O. Subsequent Liens. No provision of this Conservation Easement shall be construed as impairing the ability of Grantor to use the Property for collateral for borrowing purposes, provided that any mortgage or lien arising therefrom shall be subordinate to this Conservation Easement.

P. Gender. The designations Grantor, Grantee, State, and Fund, as used herein shall include the persons or entities indicated and their administrators, successors, and assigns, and shall include the singular, plural, masculine, feminine, or neuter as the context may require.

Q. Headings. The headings of the various sections of this Conservation Easement have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Conservation Easement.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall be binding upon Grantor and Grantor's representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

[See next page for signatures and notary acknowledgement]

IN WITNESS WHEREOF, Grantor, by authority duly given, has hereunto caused these presents to be executed under seal in such form as to be binding, the day and year first above written, and Grantee accepts this Conservation Easement by the recording hereof in the public records.

**GRANTOR:**

**FRIENDS OF MOOREFIELDS, TRUSTEE OF THE  
EFFIE-DRAPER SAVAGE – NELLIE DRAPER  
DICK MEMORIAL FOUNDATION**

By: \_\_\_\_\_ (SEAL)  
Michael Hammersley  
President

**ATTEST:**

By: \_\_\_\_\_  
Debbie Piscitelli  
Corporate Secretary

[Affix Corporate Seal]

**STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_**

I, the undersigned Notary Public of the aforesaid county, North Carolina, do hereby certify that Debbie Piscitelli personally appeared before me this day and acknowledged that he/she is the Corporate Secretary of Friends of Moorefields, a NC nonprofit corporation, Trustee of the Effie Draper-Savage – Nellie Draper Dick Memorial Foundation, and that by authority duly given and as the act of the corporation, acting as Trustee the foregoing instrument was signed in its name by its President, Michael Hammersly sealed with its corporate seal, and attested by himself/herself as its Corporate Secretary.

Witness my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

STAMP/SEAL

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY  
PROPERTY OF DRAPER SAVAGE MEMORIAL FOUNDATION  
CHEEKS TOWNSHIP  
ORANGE COUNTY, NORTH CAROLINA**

**EXHIBIT B**  
**LEGAL DESCRIPTION OF NCLWF EASEMENT AREA**

ASSIGNMENT OF CONSERVATION EASEMENT  
Draper Savage Memorial Foundation Property

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Prepared by: Orange County, North Carolina and the North Carolina Land and Water Fund

After Recording Return to:  
Christian Hirni, P.O. Box 8181, Hillsborough, NC 27278

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NORTH CAROLINA

ORANGE COUNTY

Tax Parcel No. 9854716006, 9854815060, and 9853797619  
NCLWF No. 2020-048

THIS ASSIGNMENT OF CONSERVATION EASEMENT is made and executed on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by ORANGE COUNTY, NORTH CAROLINA (“**Assignor**” or “**County**”), with an address of P.O. BOX 8181, HILLSBOROUGH, NC 27278 to the STATE OF NORTH CAROLINA (“**Assignee**” or “**State**”), with a mailing address of c/o State Property Office, Attn: NCLWF Real Property Agent, 1321 Mail Service Center, Raleigh, NC 27699-1321, acting by and through the NORTH CAROLINA LAND AND WATER FUND (“**Fund**”) a.k.a. the North Carolina Clean Water Management Trust Fund, a division of the North Carolina Department of Natural and Cultural Resources, with an address of Attn: Contract Administrator, 1651 Mail Service Center, Raleigh, North Carolina 27699-1651.

RECITALS

A. Assignor is a nonprofit corporation, operated primarily for conservation purposes, including protection of environmentally valuable and sensitive land for charitable, scientific, educational, and aesthetic purposes.

B. Assignee is a sovereign entity and as such is authorized to accept, hold, and administer interests in land including conservation easements, is a “qualified organization” and an “eligible donee” within the meaning of Section 170(h) (3) of the Internal Revenue Code of 1986 and regulations promulgated there under, and is an eligible holder of conservation easements

within the meaning of North Carolina General Statutes (“N.C.G.S.”) Chapter 121, Article 4, the “Conservation and Historic Preservation Agreements Act.”

C. The Fund is authorized by N.C.G.S. Chapter 143B, Article 2, Part 41 to acquire land and interests in land, including conservation easements:

- for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; and
- for the purpose of protecting and conserving surface waters and enhancing drinking water supplies, including the development of water supply reservoirs; and
- to provide buffers around military bases to protect the military mission; and
- that represent the ecological diversity of North Carolina, including natural features such as riverine, montane, coastal, and geological systems and other natural areas to ensure their preservation and conservation for recreational, scientific, educational, cultural, and aesthetic purposes; and
- that contribute to the development of a balanced State program of historic properties.

D. Assignor acquired a conservation easement by instrument recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Orange County Register of Deeds, on \_\_\_\_\_ (the “**Conservation Easement**”) on certain lands owned by Draper Savage Memorial Foundation (“**Easement Grantor**”), located in Cheeks Township, Orange County, North Carolina, being hereinafter referred to as the “**Easement Area**” and being more particularly described in the Conservation Easement.

E. Assignor has received a grant from the Fund identified in Grant Contract No. 2020-048 (the “**Grant Contract**”), in consideration of which it acquired the Conservation Easement. Easement Grantor and Assignor have agreed in the Conservation Easement that the Easement Area shall be conserved and managed in a manner that will fulfill the purposes of the Conservation Easement, and otherwise promote the public purposes authorized by N.C.G.S. Chapter 143B, Article 2, Part 41, and the parties hereto acknowledge that such restricted use is in accordance with, and furthers the purposes of, the Grant Contract.

F. The Conservation Easement sets aside an area of land containing 23.5 acres, more or less, which is more fully described in the Conservation Easement, and is depicted on a map entitled “\_\_\_\_\_” prepared by \_\_\_\_\_, PLS, dated \_\_\_\_\_, and recorded in Book of Maps \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County Registry. The Conservation Easement sets forth certain restrictions on the use of the Easement Area in order to fulfill the terms of the Grant Contract.

G. The terms of the Grant Contract require Assignor to assign the Conservation Easement to the Assignee and retain unto itself the nonexclusive right and obligation to monitor the Easement Area and report on its condition to the Fund at least annually together with a right of access to and from the Easement Area, and Easement Grantor consented to this Assignment by executing the Conservation Easement.

NOW, THEREFORE, for and in consideration of monies paid or to be paid by the Fund to Assignor pursuant to the Grant Contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and convey the Conservation Easement to the State, and the State, acting by and through the Fund, hereby accepts this Assignment of Conservation Easement by the recording hereof.

PROVIDED HOWEVER, Assignor hereby reserves unto itself a nonexclusive right and obligation to monitor and observe the Easement Area, including a right of ingress, egress, and regress to and from the Easement Area over, upon, and across all access rights of way and easements appurtenant to the Conservation Easement, to exercise said monitoring rights and obligations, and further accepts unto itself the obligation to report annually to the Fund any potential violations of the Conservation Easement.

PROVIDED FURTHER, that the associated stewardship monies awarded under the Grant Contract shall be administered pursuant to N.C.G.S. §143B-135.236 which establishes the North Carolina Conservation Easement Endowment Fund, or any successor law, and the internal policies and procedures of the Fund, which provide, *inter alia* that The Association of the Preservation of the Eno River Valley, Inc. (a.k.a. Eno River Association)'s obligation to monitor the Easement Area at any given time is contingent on availability of such stewardship funds.

PROVIDED FURTHER, the parties hereto specifically acknowledge that the reservation by Eno River Association of this nonexclusive right and obligation to monitor and report on the Easement Area is assignable separate and apart from the Conservation Easement and the rights and responsibilities of the Grantee created thereunder, but such assignment may be made only with the written consent of the Fund and notice to the Easement Grantor, and if so assigned, such assignment shall have no effect on the rights and obligations of the State as the ultimate grantee of the Conservation Easement, or the rights and obligations of any subsequent grantee.

PROVIDED FURTHER, that any such assignment of Eno River Association's annual obligation to monitor and report on the Easement Area shall be evidenced by a written instrument signed by the parties thereto, a notice of which shall be recorded in the Office of the Register of Deeds of Orange County, and which shall include a right of entry onto the Easement Area for the assignee of said monitoring obligation, and shall require the monitoring to be carried out in accordance with and subject to N.C.G.S. §143B-135.236 and any successor law, and the Fund's internal stewardship policies and procedures.

[See next page for signatures and notary acknowledgement]

IN WITNESS WHEREOF, Assignor, by authority duly given has hereunto caused these presents to be executed in such form as to be binding, to be effective upon execution, and Assignee, acting by and through the Fund, agrees to and accepts this Assignment by the recording hereof in the public records of Orange County, North Carolina.

ASSIGNOR:  
ORANGE COUNTY, NORTH CAROLINA

[Corporate Seal]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name:  
Title:

NORTH CAROLINA  
\_\_\_\_\_ COUNTY

I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_ personally came before me this date and acknowledged that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ a nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing document was signed in its name by \_\_\_\_\_ its \_\_\_\_\_, sealed with its corporate seal and attested by him/herself as its \_\_\_\_\_. Witness my hand and official stamp or seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STAMP/SEAL

*Model Conservation Easement**Revised*

This instrument prepared by and return to: John Roberts, Orange County Attorney.,  
P.O. Box 8181, Hillsborough, NC 27278

NORTH CAROLINA  
COUNTY OF ORANGE

**WARRANTY  
DEED OF CONSERVATION EASEMENT  
for  
Draper Savage Memorial Foundation**

**Tax Parcel No. 9854716006, 9854815060, and 9853797619**

This Deed of Conservation Easement (hereinafter "Conservation Easement") is made the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between FRIENDS OF MOOREFIELDS, a North Carolina non-profit corporation, TRUSTEE of the EFFIE DRAPER-SAVAGE - NELLIE DRAPER DICK MEMORIAL FOUNDATION, having an address at 2201 MOOREFIELDS ROAD, HILLSBOROUGH, NC 27278 (hereinafter "Grantor"), and Orange County, North Carolina, having an address of Post Office Box 8181, Hillsborough, NC 27278 and ASSOCIATION FOR THE PRESERVATION OF THE ENO RIVER VALLEY, INC., a North Carolina Nonprofit Corporation, having an address of 4404 Guess Road, Durham, NC 27712, also known as the Eno River Association, (both together referred to herein as "Grantee" or "Grantees"). The Grantor and Grantees are collectively referred to as "The Parties".

The designation Grantor and Grantees as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter pronouns as required by context.

**RECITALS**

A. The Grantor is the sole owner in fee simple, of certain real property located in Cheeks Township, Orange County, North Carolina and identified on the plat of property titled "Property of \_\_\_\_\_," prepared by \_\_\_\_\_, which plat is

recorded at Plat Book \_\_, Page \_\_, Orange County Registry (hereafter referred to as “the recorded plat”), said property consisting of approximately 70.63 acres and hereinafter referred to as “the Property.” The Grantor and Grantees have agreed to subject 47.13 acres of the Property to a conservation easement. The area is a portion of three parcels identified with Orange County PIN’s 9854716006, 9854815060, and 9853797619. The area is hereinafter referred to as “the Easement Area.” The Property includes buildings and other improvements, which are shown on Exhibit A, attached hereto and incorporated herein.

B. The Grantee Orange County is a body politic existing under Chapter 153A of the North Carolina General Statutes, and the Grantee Eno River Association is a 501(c)(3) non-profit corporation, and each of them is qualified to hold Easements under the applicable laws of the State of North Carolina and is a qualified organization under I.R.C. section 170(h).

C. Grantor and Grantee acknowledge that the North Carolina Land and Water Fund provided Grantee Orange County a grant related to its purchase of the easement (Project 2020-049) and acknowledges that part of the Property is subject to a Conservation Easement in favor of the State of North Carolina, dated \_\_\_\_\_, 2020, and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, Orange County Registry, the area of said easement being shown as “\_\_\_\_\_ on the Plat recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the Orange County Registry (hereafter be referred to “NCLWF Easement”).

D. The Property consists primarily of productive agricultural land and forest land. The majority of the soils on the Easement Area have been classified as “prime” or “statewide important” soils by the Natural Resources Conservation Service (NRCS). The Property contains a section of stream known as Rocky Run and its tributaries, which flow generally northeastward before entering into the Eno River and Lake Ben Johnson, a public drinking water supply reservoir serving the Town of Hillsborough. The entire Property is located within the designated “critical area” of the Upper Eno Protected Watershed. It is the primary purposes of this Conservation Easement to protect the agricultural soils and agricultural viability and productivity of the Property, and to protect water quality of the surface waters in the watershed of the Lake Ben Johnson Reservoir and the Eno River.

The Property also includes outstanding riparian and woodland habitats for a variety of native flora and fauna of the North Carolina Piedmont important to the Grantor and Grantees, the people of Orange County and the people of North Carolina. Furthermore, to the extent practical, the Grantor wishes to maintain the Property for certain public outdoor recreation uses as more particularly described herein and protect the historical features on the Property, namely the Moorefields Home and Grounds (c. 1785) listed on the National Registry of Historic Places. It is the secondary purpose of this Conservation Easement to protect the natural, outdoor recreational and historical resources.

The grant of this Conservation Easement will further said wish, and will serve the following “Conservation Purposes,” as such term is defined in Section 170 (h)(4)(A) of the Code:

The Easement Area contains a natural area that qualifies in its present condition as a “...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,” as that phrase is used in P.L. 96-541, 26 USC 170(h)(A)(ii), as amended, and in regulations promulgated thereunder. Specifically, the Easement Area contains a portion of the North Carolina Natural Heritage Program inventoried occurrence of the Seven Mile Creek Natural Area, and the riparian areas associated with an extent of Rocky Run and its tributaries.

The Easement Area also consists of productive agricultural land and forest land. The majority of the soils on the Property have been classified as “prime” or “statewide important” soils by the Natural Resources Conservation Service (NRCS). Another primary purpose of this Easement is to protect the green space, silvicultural and agricultural soils, and agricultural and silvicultural viability and productivity.

The Easement Area also includes land within a zone designated by Orange County as a “critical area” of a protected water supply watered for Lake Ben Johnson Reservoir. Another primary purpose of this Easement is to protect the undeveloped nature of the Grantor’s Property and, in doing so, help protect the high quality of that drinking water supply serving the people of Orange County.

The Easement Area also contributes to the open space and rural character of Cheeks Township and the Upper Eno Protected Watershed, so classified in the Orange County Zoning Ordinance. It is a further purpose of this Easement to help protect the rural character and open space of Cheeks Township.

The Easement Area provides land areas for outdoor recreation by, or the education of, the general public, specifically the Moorefields Home and Grounds (c. 1785) listed on the National Registry of Historic Places, and a trail corridor for the NC Mountains-to-Sea Trail.

The agricultural resources of the Property, and its contribution to the protection of prime farmland soils, a public water supply, natural and wildlife habitat, outdoor recreation, and the other conservation interests described herein to be preserved by this Conservation Easement are collectively referred to as the “Conservation Values” of the Property.

The Grantor and Grantees agree that the current uses of the Easement Area are consistent with the conservation purposes of this Conservation Easement. The conservation purposes of this easement, notwithstanding anything to the contrary contained herein, are also recognized by, and this Conservation Easement will also serve, the following clearly delineated governmental conservation policies:

(1) the Orange County Board of Commissioners' goal (adopted June 21, 1999) to identify and coordinate the preservation of the County's most significant natural areas; and

(2) the Land Use Element of the Orange County Comprehensive Plan (adopted November 18, 2008) with its goal of "Land uses that are appropriate to on-site environmental conditions and features, and that protect natural resources, cultural resources, and community character;"

(3) the protection of similar Orange County properties designed to protect conservation and open space values through conservation easements granted to the Grantee and others in the vicinity of the Grantors' Property; and

(4) Article 17 of the North Carolina General Statutes NCGS 113A-24, entitled Conservation, Farmland and Open Space Protection and Coordination, otherwise known as the "Million Acre Initiative," which provides that the State of North Carolina shall encourage, facilitate, plan, coordinate, and support appropriate federal, State, local, and private land protection efforts so that an additional one million acres of farmland, open space and conservation lands in the State are permanently protected by December 31, 2009; and

(5) the Land and Water Fund, North Carolina General Statute 113-145.1 *et seq.*, which recognizes the importance of protecting riparian buffers in conserving clean surface water; and

(6) the Soil and Water Conservation Districts Act, authorized by NCGS § 139-1, *et seq.*, which provides for the preservation of farm, forest and grazing lands; and

(7) the special present use value assessment of farm and forestland as set forth in NCGS § 105-277.2 *et seq.*, which allows for lower property tax rates for land enrolled in active agricultural uses.

E. The characteristics of the Property, its current use and state of improvement, are described in the report entitled "Baseline Report for the Moorefields Property Conservation Easement," dated \_\_\_\_\_ (hereafter "the Baseline Report") prepared by the Grantees, of which a summary is attached as **Exhibit C** to the Conservation Easement. The Grantees worked with the Grantor to ensure that the report is a complete and accurate description of the Easement Area as of the date of this Conservation Easement. It will be used by the Grantees to assure that any future changes in the use of the Easement Area will be consistent with the terms of this Conservation Easement. However, the Baseline Report is not intended to preclude the uses of other evidence to establish the present condition of the Easement Area if there is a question about its use. The Grantors and Grantee have copies of the Baseline Report. The original of Baseline Report will remain on file at the office of the Orange County Department of Environment, Agriculture, Parks and Recreation.

F. The Grantors 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. Gen. Stat. § 121-34 *et seq.*, and G.S. § 153A-176 and G.S. § 160A-266 - 279, which provide 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 the Grantors and Grantee wish to avail themselves of the provisions of those laws.

NOW, THEREFORE, the Grantor, for and consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein hereby give, grant and convey unto the Grantees, their 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:

1. **PURPOSE.** The primary purposes of this Conservation Easement are to enable the Property to remain in agricultural use by preserving and protecting its agricultural soils and agricultural viability and productivity, and to protect the wetlands, riparian areas and surface waters associated with the streams tributary to the Lake Ben Johnston Reservoir and Eno River from the risk of adverse impacts arising from use or development of the Property contrary to the provisions of this Conservation Easement. Except as specifically permitted herein, no activity that would impair the actual or potential agricultural use of the Property shall be permitted. Likewise, any activity that would risk causing adverse impact to any stream tributary to the Lake Ben Johnston Reservoir or the Eno River is prohibited. To the extent that the preservation and protection of the other natural, historic, recreational, habitat, or scenic values referenced in this Conservation Easement are consistent with the primary purposes stated above, it is within the purpose of this Conservation Easement to also protect those values, and no activity that would significantly impair those values shall be permitted.

As authorized in the Uniform Conservation and Historic Preservation Act, N.C. Gen. Stat. § 121-34 *et seq.*, this Conservation Easement is perpetual; it restricts the Grantor's property in perpetuity; and it is enforceable by Grantees against the Grantor and the Grantor's representatives, heirs, successors and assigns, lessees, agents, and licensees.

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. However, unless otherwise specified below, nothing in this Conservation Easement shall require the Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves them of any obligation or restriction on the use of the Property imposed by law.

2. **PROPERTY USES.** Any activity on, or use of, the Property inconsistent with the purposes of this Conservation Easement is prohibited. [All property uses identified within this conservation easement are outside of the NCLWF Easement identified and marked on the recorded Plat for this Conservation Easement and on Exhibit B, the original of which will be included in the Baseline Documentation Report.](#) The Property shall be maintained in its agricultural, natural, scenic and open condition and restricted from any development that would impair or interfere with the conservation values of the Property. Without limiting the generality of the foregoing, the following is a listing of activities and uses which are expressly prohibited or which are expressly allowed. Grantor and Grantees have determined that the allowed activities do not impair the conservation values of the Property. Additional retained rights of Grantor are set forth in Paragraph 3 below.

2.1 **Subdivision and Conveyance.** The Easement Area consists of three tax parcels which are described in **Exhibit A**. The Easement Area shall not be further divided, subdivided, or partitioned to establish additional parcels. Any future conveyance of the fee simple interest on the Easement Area shall be subject to this Conservation Easement. Furthermore, the Easement Area shall be kept under the same fee simple ownership. Grantor agrees for itself, its successors and assigns, that in the event it transfers the Easement Area, such transfer is subject to the Grantees' right of ingress, egress, and regress over and across the Easement Area for the purposes set forth herein.

2.2 **Right to Privacy.** Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property. This Easement is not intended to create any rights of the public in, on or to the Property except by way of the NC Mountains-to-Sea Trail corridor which the location is identified on the Plat for this Conservation Easement.

2.3 **Construction.** The Grantor's rights to construct or reconstruct buildings and other improvements are described in subparagraphs (a) through (e) below. Any construction or reconstruction that requires advanced permission; the Grantor shall notify Grantee and obtain written permission. All construction or reconstruction is subject to Orange County zoning regulations and must be consistent with permits required by and issued by Orange County under its laws and ordinances for such construction activities.

- (a) *Fences* – Existing fences may be repaired and replaced, and new fences may be built on the Property to identify property boundaries, for purposes and customary management of livestock and wildlife, to protect or restore the historical character of the Property, or to delineate the North Carolina Mountains-to-Sea Trail corridor identified in **Exhibit B** without any further permission of Grantees.
- (b) *Paving and Road Construction* - Construction and maintenance of unpaved farm roads and roads associated with the Moorefields Home and

Grounds that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Easement Area are permitted.

Such roads shall be located so as to minimize impact to prime and unique soils on the Protected Property. No portion of the Easement Area shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the advance written permission of the Grantee.

- (c) *Existing Structures & Improvements* – Grantors shall have the right to maintain, remodel, and repair existing structures, water tanks, water wells, fences, utilities, roads, trails and other improvements, and in the event of their destruction, to reconstruct any such existing improvements with another of similar size, function, capacity, location and material so long as authorized by Orange County zoning regulations and consistent with permits required by and issued by Orange County under its laws and ordinances for such reconstruction.
- (d) *Buildings and Other Improvements within the Farmstead Area* - Buildings and other structures consistent with the uses permitted in this Easement may be constructed, maintained, and reconstructed within the Farmstead Area identified on the recorded Plat for this Conservation Easement and more particularly described in the Baseline Documentation Report, so long as such activities are consistent with Orange County zoning regulations and permits required by law and issued by Orange County under its laws and ordinances as they exist now as they may be amended from time to time, and are conducted under this Conservation Easement in a manner that is consistent with the conservation purposes of this Conservation Easement.
- (e) *Utility Services and Septic Systems* – Installation, maintenance, repair, replacement, removal and relocation of electric, water and septic or other public or private utilities, including telephone or other communication services over or under the Easement Area for the purpose of providing electrical, water, other utilities to serve improvements within the Farmstead Area and the right to grant easements over and under the Easement Area for such purposes, is permitted. Grantors shall not permit or grant easements for utility transmission or distribution facilities or systems without the written consent of the Grantees. All other utilities are prohibited on the Easement Area. Cellular communication towers or structures are also prohibited.

2.4 Agricultural Use. Grantors retain the right to farm, or to permit others to farm the Property, consistent with the Conservation Values of the Property and in accordance with applicable local, state and federal laws and regulations.

Subject to the terms of this Conservation Easement, farming, grazing, horticultural and animal husbandry operations are permitted only if conducted consistent with Best Management Practices promulgated by the State of North Carolina and in conformity with a Conservation Plan as required in Paragraph 9 of this Conservation Easement, which Conservation Plan is hereinafter referred to as “the Conservation Plan.”

Agricultural uses are prohibited within the NCLWF Easement identified and marked on the recorded Plat for this Conservation Easement and on **Exhibit B**, the original of which will be included in the Baseline Documentation Report.

2.5 Right to Use the Property for Customary Rural Enterprises. Grantor retains the right to use the Property, for otherwise lawful and customary rural enterprises, such as, but not limited to, farm machinery repair, sawmills, firewood distribution, for nature and historic tours, equestrian activities, and other passive or “Ecotourism”, “Agritourism” and “Special Events” as defined herein, educational programs or farm meetings and like activities, so long as such activities are consistent with Orange County zoning regulations and permits required by and issued by Orange County under its laws and ordinances as they exist now and as they may be amended from time to time, and are conducted outdoors or in buildings otherwise permitted under this Conservation Easement in a manner that is consistent with the conservation purposes of this Conservation Easement. Any structures required for permitted purposes shall be located only within the Farmstead Areas identified on the Plat for this Conservation Easement. Any permanent or temporary structure or otherwise addition to the impervious surface shall not cause the total impervious surface restriction of the Easement Area to exceed two percent. For the purposes of this easement, gravel and dirt roads shall not be included as impervious area.

Grantor has the right to establish and carry out customary rural enterprises provided said activities are compatible with the Conservation Purposes of this Conservation Easement and agriculture and forestry uses of the Easement Area. Enterprises which market petroleum or chemical products are prohibited.

For purposes herein, the term “Ecotourism” shall be broadly defined to mean tourism and activities that are carried out in a relatively undisturbed natural area that serves as a tool for the education, appreciation, and promotion of natural and cultural heritage that has minimal negative impacts on the environment and farming resources of the Property and promotes conservation and best management practices and provides constructive ongoing contributions to and for the local community.

The term “Agritourism” shall be broadly defined to mean those farming activities and traditional rural activities that are carried out on any agricultural location, including horticultural and agribusiness operations, that allow members of the general public, for recreational, entertainment, active involvement, or educational purposes, to view or enjoy rural

activities, including farming, ranching, historic, cultural, harvest-your-own activities, or natural activities and attractions, or “Special Events” as defined herein, that have minimal negative impacts upon the environment and the Conservation Values of the Protected Property and are limited to “de minimis” access to and uses of the Property. An activity is an agritourism activity whether or not the participant paid to participate in the activity.

The term “Special Events” shall be broadly defined to mean a one-time or infrequently occurring event outside normal “Agritourism” programs or activities that provides for a leisure, social or cultural experience outside the normal range of agritourism choices or beyond the everyday agricultural experience such as but not limited to: seasonal festivals, harvest celebrations, field days, square dances and the like. In no event shall “Special Events” exist in a manner that negatively impacts the Conservation Values.

2.6 Timber Harvest. Pursuant to a forest management plan prepared by the North Carolina Forest Service or a North Carolina Registered Forester and approved by the Grantees, trees may be removed, cut and otherwise managed so long as the trees are outside of the NCLWF Easement marked on the plat of survey recorded in Plat Book \_\_\_\_, Page \_\_\_\_ Orange County Registry, and referenced in **Exhibit B**. The trees within the NCLWF Easement are subject to the terms of the NCLWF Easement.

2.7 Recreational Use. Consistent with the purpose of and the limitations contained in this Conservation Easement, Grantor shall have the right to engage in and permit others, whether or not for consideration, to engage in recreational uses of the Property, including, but not limited to, hiking, camping, picnicking, ~~horseback riding, non-motorized bicycling,~~ and other recreational uses that require no buildings, facilities, surface alteration or other development of the land so long as authorized by Orange County zoning regulations and consistent with permits required by and issued by Orange County under its laws and ordinances. Pursuit of wildlife by any form of motorized transportation is not allowed. Grantors may also construct and maintain fences, horse trails, foot trails, and or non-motorized vehicle trails incidental to such purposes and may lease or license any portion of the Property for such recreational purposes. Grantor reserves the right to promulgate and enforce reasonable rules and regulations for all activities incident to recreational use of the Property, including but not limited to the right to prohibit any recreational use that would permit destruction of other significant conservation value of the Property.

2.8 New Trails. Grantor reserves the right to construct and maintain new natural surface trails for the purpose of hiking. Grantees reserve the right to construct and maintain the NC Mountains-to-Sea Trail located within the identified trail corridor shown on Plat Book \_\_\_\_, Page \_\_\_\_\_. The trail is subject to the restrictions and allowances indicated in the “Deed of Trail Easement”, Deed Book \_\_\_\_, Page \_\_\_\_ of the Orange County Registry. It is hereby noted that the NC Mountains-to-Sea Trail corridor is located within the NCLWF Easement is expressly allowed according to Article II. E. of that easement. All trails must be located a minimum distance of fifty (50) feet from the top of the bank of all surface water, unless

such locations are physically impracticable, and must be located so as not to impair the Conservation Values. All trail construction [within the NCLWF Easement](#) involving soil disturbance must follow best practices for sustainable trail design and construction and must have prior written approval by Fund. When required by the terrain, trails may include boardwalks, ramps, and handrails to the extent necessary. Trails may include stream crossings up to 6 feet wide, provided they are permitted by all applicable regulatory authorities. All necessary care shall be taken to construct and maintain trails in a manner so as not to impair any Conservation Values either during or after construction. Orange County shall have the authority to require the closure of any trail that is detrimental to any Conservation Values.

2.9 Trail and Recreational Accessories. Grantor and Grantees, with Grantor's written permission, may construct and maintain park benches, litter receptacles, and directional, educational, and informational signs along existing trails and approved new trails. All necessary care shall be taken to construct and maintain trail and recreational accessories in a manner so as not to impair any Conservation Values either during or after construction. Grantees shall have the authority to require the removal of any trail or recreational accessory that is detrimental to any Conservation Values.

2.10 Educational Use. Grantor reserves the right to engage in and permit others to engage in educational uses in the Easement Area not inconsistent with this Conservation Easement, and the right of access to the Easement Area for such purposes including organized educational activities such as site visits and observations.

2.11 Excavation. There shall be no filling, excavation, dredging, mining or drilling; 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 a) the construction of the improvements allowed above, b) the maintenance of roads, hiking, horseback and non-motorized vehicle trails permitted hereunder, and c) the combating erosion or flooding.

2.12 Destruction of Plants. Grantors shall have the right to cut and remove a) diseased trees, shrubs, or other plants; b) non-native or invasive trees, shrubs, or other plants; and c) to cut firebreaks. Grantors shall also have the right to cut and remove trees, shrubs, or other plants to accommodate the activities expressly allowed under this Conservation Easement. There shall be no additional removal, harvesting, destruction or cutting of native trees, shrubs or other plants. Except for within the Farmstead Area(s), use around improvements, in gardens, or in the agricultural areas there shall be no planting of non-native trees, shrubs, or other plants in the Property. Furthermore, except to accommodate the activities expressly permitted in this easement, there shall be no use of fertilizers, plowing, introduction of non-native animals, or disturbance or change in the natural habitat in any manner.

2.13 Water Rights, Quality and Drainage Patterns. There shall be no pollution of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall activities be conducted on the Property that would be detrimental to water

purity or, except as specified herein, that could alter the natural water level or flow in or over the Property. Grantor shall retain the right, consistent with federal, State and local laws and regulations, to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property and the gardens surrounding the historic structures. Grantor shall not transfer, encumber, lease, sell or otherwise separate such water rights from title to the Property itself. There shall be no other alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies on the Property. Diking, draining, filling or removal of wetlands is prohibited.

2.14 Natural Resource Restoration and Enhancement Activities. Grantor may engage or contract others to engage in any activity designed to repair, restore, or otherwise enhance the natural resources found or once present on the Easement Area, such as the restoration of the riparian forest corridors, so long as such activities are consistent with the Conservation Values of this Conservation Easement and consistent with a management plan prepared for this property and approved in advance by the Grantee.

2.15 Signage. No signs or billboards or other advertising displays are allowed on the Property except as follows: signs authorized by Orange County zoning regulations whose placement, number and design do not significantly 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 on the Property and proscribe rules and regulations for recreational use of the protected Property, to advertise the Property for sale or rent, and to post the Property against trespassers.

2.16 No Biocides. There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, except as approved by Grantee to control invasive species detrimental to the conservation values of the Property, and except as needed around improvements on the Property and in agricultural fields.

2.17 No Dumping. There shall be no storage or dumping of trash, garbage, abandoned vehicles, appliances, or machinery, or other unsightly or offensive material, hazardous substance, or toxic waste on the Property (except the short-term storage of household garbage and waste). There shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Property or on adjacent property owned by Grantor, that could cause erosion or siltation on the Property.

2.18 Predator Control. Grantors shall have the right to control, destroy, or trap predatory and problem animals that pose a material threat to livestock and/or humans by means and methods approved by the Grantees. The method employed shall be selective and specific to individuals, rather than broadcast, nonselective techniques.

2.19 Industrial Development. Any industrial uses of or activity on the Property are prohibited.

2.20 Extinguishment of Development Rights. Except as otherwise reserved to the Grantors in this Conservation Easement, the parties agree that all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Grantors' Property as it now or hereafter may be bounded or described, or used or transferred to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Grantor's Property or any other property.

3. **ADDITIONAL RIGHTS RETAINED BY GRANTOR**. Grantor retain the following additional rights:

(a) Existing Uses. The right to undertake or continue any activity or use of the Property is not prohibited by this Conservation Easement. Prior to making any change in use of the Property, Grantors shall notify Grantees in writing to allow Grantees a reasonable opportunity to determine whether such change would violate the terms of this Conservation Easement.

(b) Transfer. The right to sell, give, mortgage, lease, or otherwise convey the Property subject to the terms of this Conservation Easement.

4. **GRANTEES' RIGHTS**. To accomplish the purpose of this Conservation Easement, the following rights are granted to Grantees 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. Grantees, their employees, representatives, and agents and their successors and assigns, have the right, after prior written notice to Grantor, to enter the protected Property at reasonable times for the purposes of: (a) inspecting the protected Property to determine whether the Grantor, its representatives, assigns, heirs and successors are complying with the covenants and purposes of this Conservation Easement; and (b) monitoring and research as described below.

(c) Monitoring and Research. The right, but not the obligation, to monitor the native plant and wildlife populations, plant communities and natural habitats on the Property. Grantees agree that all monitoring activity, inventory and assessment work or other natural resource research conducted by Grantees or at Grantees' direction or with Grantees' permission shall be reported to Grantor. Grantor agrees that all monitoring activity, inventory and assessment work or other natural

resource research conducted by the Grantor or at Grantor's direction or with Grantor's permission shall be reported to the Grantees.

- (d) Management of Exotics and Invasive Species. The right, but not the obligation, to control, manage or destroy exotic non-native species or invasive species of plants and animals that threaten the conservation values of the Property. The Parties will consult with each other prior to implementing control activities.

**5. RESPONSIBILITIES OF GRANTOR AND GRANTEEES NOT AFFECTED.**

Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Grantor, or in any way to affect any existing obligation of the Grantor as owner of the Property. Among other things, this shall apply to:

- (a) Taxes - The Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.
- (b) Upkeep and Maintenance - The Grantees shall have no obligation for the upkeep or maintenance of the Property. The granting of this Conservation Easement shall not in and of itself be construed to create or impose upon the Grantor any obligation for the upkeep or maintenance of the Property except to the extent elsewhere required by this Conservation Easement.

6. **ACCESS.** This Easement is not intended to create any rights of the public in, on or to the Property except by way of the NC Mountains-to-Sea Trail corridor which the location is identified as "Trail Area" on the Plat for this Conservation Easement. Additionally, the public has the right to view the Property from adjacent publicly accessible areas such as public roads and waterways.

7. **ENFORCEMENT.** The Grantees shall have the right to prevent and correct violations of the terms of this Conservation Easement.

(a) With reasonable advance notice provided to the Grantor or with the Grantor's prior verbal consent, the Grantees shall have the right to enter the Grantor's Property for the purpose of inspecting for compliance with the terms of this Conservation Easement. The Grantees shall have the right to prevent violations and remedy violations of the terms of this Conservation Easement through judicial action, which shall include, without limitation, the right to bring proceedings in law or in equity against any party or parties attempting to violate the terms of this Conservation Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the conservation values of the Property, the Grantees shall give the Grantor written notice of the violation and thirty (30) days to cure the violation, before commencing any legal proceedings. The Grantees may obtain an injunction to stop a violation or a threatened violation, temporarily or permanently. The parties agree that a court may issue an injunction or order requiring the Grantor to restore the Grantor's Property to its condition prior

to the violation, as restoration of the property may be the only appropriate remedy. In any case where a court finds that a violation has occurred, the Grantor shall reimburse the Grantees for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorneys' fees. In any case where a court finds no such violation has occurred, each party shall bear its own costs. In any case where the court finds that there was a complete absence of a justiciable issue of either law or fact raised by the losing party, the court may award a reasonable attorney's fee to the prevailing party as provided by law. The failure of the Grantees to discover a violation or to take immediate legal action shall not bar it from doing so at a later time for that violation or any subsequent violations.

(b) Grantees shall not bring any action against Grantor for any injury or change to the Property caused by third parties, or resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm and naturally caused earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to the Property or harm to the Property resulting from such action.

8. **TRANSFER OF EASEMENT.** Grantees have the right to transfer, assign, convey, or otherwise to co-hold the Conservation Easement created by this Deed to any public agency or private nonprofit organization that, at the time of transfer, is a qualified organization under Section 170(h) of the U.S. Internal Revenue Code, as amended and under NCGS 121-34 *et seq.*, provided the agency or organization expressly agrees to assume the responsibility imposed on Grantees by this Deed. If Grantees ever ceases to exist or no longer qualify under Section 170(h) of the U.S. Internal Revenue Code, or applicable State law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by this Conservation Easement.

9. **TRANSFER OF THE PROPERTY.** Grantor shall notify Grantees, in writing, at least thirty (30) days prior to any conveyance by Grantor of the Property or any interest in the Property, and the document of conveyance shall expressly refer to this Conservation Easement and, by its terms, the conveyance shall be made subject to and subordinate to this Conservation Easement.

10. **AMENDMENT OF EASEMENT.** This easement may be amended only with the written consent of Grantor and Grantees. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Sec. 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with the Uniform Conservation and Historic Preservation Agreements Act, N.C. Gen. Stat. § 121-34 *et seq.*, or any regulations promulgated pursuant to that law. The Grantor and Grantees have no right or power to agree to any amendment that would affect the enforceability of this Conservation Easement.

11. **TERMINATION OF EASEMENT.** If it is determined by a court with jurisdiction 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 the Grantor and Grantees, terminate this Conservation Easement.

If condemnation of a part of the Property or of the entire Property by public authority renders it impossible to fulfill any of these conservation purposes, the Conservation Easement may be terminated by a court with jurisdiction.

At the time of the conveyance of the Conservation Easement to the Grantees, this Conservation Easement gives rise to a real Property right, immediately vested in the Grantees. If the easement is terminated and the Property is sold or taken for public use, then, as required by Sec. 1.170A-14(g)(6) of the IRS regulations, the Grantees shall be entitled to a percentage of the gross sale proceeds or condemnation award (minus any amount attributed to new improvements made after the date of the conveyance, which amount shall be reserved to the Grantor), equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Conservation Easement. The Grantees shall use the proceeds consistently with the conservation purposes of this Conservation Easement.

12. **PROCEDURE IN THE EVENT OF CONDEMNATION OR EMINENT DOMAIN.** Grantor and Grantees recognize that the partial sale of this Conservation Easement gives rise to a property right, immediately vested in the Grantees, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Grantor's Property prior to the restrictions imposed by the Conservation Easement. Accordingly, if any condemnation or eminent domain action shall be taken, on all or part of the Grantor's Property, by any authorized authority, said authority shall be liable to the Grantees for the value of the property right vested in the Grantees at the time of the signing of this Conservation Easement.

If condemnation or a taking by eminent domain of a part of the Grantor's Property or the entire Property by a public authority renders it impossible to fulfill any of the conservation purposes of this Conservation Easement on all or part of the Property, this Conservation Easement may be terminated or modified accordingly through condemnation proceedings. Grantor and Grantees agree that this Conservation Easement is a currently vested real property right with a value equal to the proportionate value of the Conservation Easement to the unencumbered value of the fee, as of the date of this Conservation Easement. If the Conservation Easement is terminated or modified and any or all of the Grantor's Property is sold or taken for public use, then, as required by Section 1.170A-14(g)(6) of the IRS regulations, the Grantees shall be entitled to the proportionate value of the Conservation Easement, which has been predetermined at sixty percent (60%) of the Property's unrestricted value, subject to any applicable law that expressly requires for a different disposition of the proceeds.

If, however, after the condemnation or eminent domain proceedings, a court of jurisdiction does not include in the just compensation awarded as a result of the taking, the amount of the Conservation Easement value, then the Grantor shall not be responsible to share any proceeds awarded.

All condemnation related expenses, including reasonable attorney fees, incurred by the Grantor and the Grantee shall be paid out of any recovered proceeds prior to distribution of the net proceeds as described herein.

13. **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.

14. **INDEMNIFICATION AND INSURANCE.** Grantor agrees to indemnify and hold Grantees harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of Grantees or their agents, in which case liability shall be as provided by law. In addition, Grantor agrees to maintain liability insurance covering the Property with the limits as follows: (i) \$300,000 per person for personal injury or death, up to \$300,000 per occurrence; and (ii) \$300,000 per occurrence for property damage. These policy limits may be amended from time to time by written agreement of the parties to which the parties agree to be bound. Additionally, Grantor warrants that Grantees are and will remain a named insured on Grantor's Property insurance policies covering the Property. Grantor shall provide Grantees with a certificate of insurance coverage on the effective date of this Conservation Easement and within 10 days of each insurance renewal date.

15. **TITLE.** The Grantor warrants that they hold fee simple title to the Property, free from all encumbrances, except for those exceptions deemed by the Grantees as acceptable and set further in **Exhibit D** to this Conservation Easement, and hereby promise to defend the same against all claims that may be made against it.

16. **NOTICES.** Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first class mail, to Grantors and Grantee, respectively, at the following addresses, unless a party has been notified by the other of a change of address.

To Grantors:

Friends of Moorefields, Trustee  
2201 Moorefields Rd  
Hillsborough, NC 27278

To the Grantees:

Orange County Department of Environment,  
Agriculture, Parks and Recreation  
Orange County, North Carolina  
P.O. Box 8181

Hillsborough, NC 27278

AND

Eno River Association  
4404 Guess Rd.  
Durham, NC 27712

**17. ENVIRONMENTAL CONDITION.**

The Grantor covenants and represents that it knows of no release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws. The Grantor hereby promises to hold harmless and indemnify the Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release by Grantor, its agents, assigns, and guests, of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Law.

“Environmental Law” or “Environmental Laws” means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental 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 protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now 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, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

**18. SEVERABILITY.** If any provision of this Conservation Easement is found to be invalid, the remaining provisions shall not be altered thereby.

**19. PARTIES.** Every provision of this Conservation Easement that applies to the Grantor or Grantees shall also apply to their respective heirs, executors, administrators, assigns, and all other successors as their interest may appear. This Conservation Easement shall not be construed to benefit or to create any rights in any third parties, including but not limited to the general public except as expressly provided herein.

20. **RE-RECORDING.** In order to ensure the perpetual enforceability of the Conservation Easement, the Grantees are authorized to re-record this instrument or any other appropriate notice or instrument.

21. **MERGER.** The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

22. **SUBSEQUENT LIENS ON THE PROPERTY.** No provisions of this Conservation Easement should be construed as impairing the ability of Grantor to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing is made subordinate to this Conservation Easement.

24. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

25. **ACCEPTANCE AND EFFECTIVE DATE.** As attested by the Clerk of the Grantee and the signature of its authorized representative affixed hereto, the 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.

26. **ATTORNEY'S FEES.** In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the other party all costs incurred by it, including reasonable attorneys' fees, which shall include fees on appeal.

TO HAVE AND TO HOLD, this Grant of Conservation Easement unto the said Grantees forever.

**[The remainder of this page is intentionally left blank. Signature page follows.]**

IN WITNESS WHEREOF, the Grantor and Grantees, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR:  
FRIENDS OF MOOREFIELDS, a North Carolina non-profit corporation, TRUSTEE of the EFFIE DRAPER-SAVAGE - NELLIE DRAPER DICK MEMORIAL FOUNDATION,

By: \_\_\_\_\_  
Mike Hammersley, President  
Friends of Moorefields

Accepted:

GRANTEES:  
  
ORANGE COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
Renee Price, Chair  
Orange County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Laura Jensen, Clerk to the  
Board of Commissioners

ASSOCIATION FOR THE PRESERVATION OF  
THE ENO RIVER VALLEY, INC.

By: \_\_\_\_\_  
Don Moffitt, President

ATTEST:

\_\_\_\_\_  
Christy Gudaitis, Secretary

Acknowledgments

NORTH CAROLINA  
COUNTY OF ORANGE

I, \_\_\_\_\_, a Notary Public of Orange County, North Carolina do hereby certify that \_\_\_\_\_ and wife \_\_\_\_\_ personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

NORTH CAROLINA  
COUNTY OF ORANGE

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Laura Jensen personally came before me this day and acknowledged that she 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 as Clerk to said Board of Commissioners.

Witness my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

Acknowledgments

NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public of the County and State aforesaid, certify that Christy Gudaitis personally came before me this day and acknowledged that she is Secretary of the Board of Directors for the Association for the Preservation of the Eno River Valley, Inc., a corporation existing under the laws of the State of North Carolina, party to this Agreement, and acknowledge this Indenture to be her act and deed and the act and deed of said corporation; the foregoing instrument was signed in its name by the President of said Board of Directors and attested by her as Secretary to said Board of Directors.

Witness my hand and official stamp or seal this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

*Model Conservation Easement*

*Revised*

EXHIBIT A. LEGAL DESCRIPTION

EXHIBIT B. GIS MAP AND SKETCH OF PROPERTY

EXHIBIT C. SUMMARY OF THE BASELINE DOCUMENTATION REPORT

EXHIBIT D. PERMITTED EXCEPTIONS

This instrument prepared by and return to:

John L. Roberts, Office of the Orange County Attorney  
PO Box 8181, Hillsborough, NC 27278

Christian Hirni, Land Conservation Manager  
306A Revere Road, Hillsborough, NC 27278

**STATE OF NORTH CAROLINA**  
**COUNTY OF ORANGE**

**PIN's 9853797619**  
**9854716006**  
**9854815060**

### **DEED OF TRAIL EASEMENT**

This Deed of Trail Easement (“Easement”) is granted on this \_\_\_ day of \_\_\_\_\_, 2022, by **FRIENDS OF MOOREFIELDS, a NC Non-profit Corporation, TRUSTEE OF THE EFFIE DRAPER SAVAGE – NELLIE DRAPER DICK MEMORIAL FOUNDATION**, having an address of 2201 MOOREFIELDS ROAD, HILLSBOROUGH, NC 27278 (referred to as “Grantor”), to **ORANGE COUNTY, NORTH CAROLINA**, having an address of Post Office Box 8181, Hillsborough, NC 27278, (referred to herein as “Grantee”). The Grantor and Grantee are collectively referred to as “**The Parties**”.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successor and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

### **RECITALS**

A. Grantor is the sole owner in fee simple of certain real property situated, lying, and being in Orange County, North Carolina, being more particularly described in that deed recorded in Deed Book 416, Page 534, Orange County Registry, North Carolina (hereinafter, the “Property”).

B. Grantee is an entity qualified to accept, hold and manage land and easements under the North Carolina Conservation and Historic Preservation Agreements Act, Chapter 121, Article 4

of the North Carolina General Statutes (the “Act”), which authorizes and permits the creation and enforcement of conservation easements for the purpose of, *inter alia*, retaining land areas predominantly in their historic, agricultural, natural, scenic, open or wooded condition.

C. Pursuant to the Act, Grantor desires to grant a trail easement over a certain portion of the Property, consisting of X acres, more or less, is the subject of this Easement and is marked on the plat of survey recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Orange County Registry, and described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as the “Trail Area”) within which a Trail may be constructed, thereby restricting and limiting the use of the Trail Area to the terms, conditions and purposes hereinafter set forth, and Grantee is willing to accept such easement.

D. Grantor and Grantee understand that the Trail Area overlaps with an existing conservation easement described in the “Conservation Easement, Friends of Moorefields Property” recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Orange County Registry and marked on plat of survey recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Orange County Registry. The Trail Area is restricted and limited in use in accordance with the terms and conditions of this easement as well as the conservation easement recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, including an Assignment recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Orange County Registry.

E. By restricting and limiting the use of the Trail Area in accordance with the terms and conditions of this Easement, the Parties intend to preserve the natural features and resources of the Trail Area; protect the habitat of native plants and animals; sustain scenic values; maintain water quality and utilize the Trail Area for public educational, scientific and low-impact recreational pursuits (said purposes being hereinafter referred to as the “Conservation Values”).

F. The Parties acknowledge and agree that (i) the recording of this Easement shall be conclusive evidence of its acceptance of same by Grantee; (ii) Grantee will be the “holder” (as that term is defined in the Act) of this Easement and (iii) Grantee is a “qualified organization” and “eligible donee” within the meaning of Section 170(h)(3) of the Internal Revenue Code (the “Code”) and regulations promulgated thereunder.

G. Grantee intends to include the Trail within the Trail Area (“Trail”) as part of the North Carolina Mountains-to-Sea Trail and Grantor and Grantee agree that such inclusion grants the Grantee, and its agents or representatives, the right to establish a trail for use by the general public within the Trail Area.

H. The undersigned Grantee acknowledges that Grantor has donated the easement contained herein over the Trail Area in accordance with the provisions of Article V of this Easement.<sup>[KL1]</sup>

I. The Parties acknowledge and agree that as a component of the North Carolina Mountains-to-Sea Trail, the Trail Area, in accordance with Chapter 143B, of the North Carolina General Statutes, shall be subject to a general management plan devised by the North Carolina Department of Natural and Cultural Resources (“NCDNCR”).

NOW, THEREFORE, for the reasons given and other good and valuable consideration and in consideration of their mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Grantee, its successors or assigns, and Grantee, its successors or assigns, hereby voluntarily accepts, forever and in perpetuity an Easement on the Property, which Easement is an immediately vested interest in real property of the nature and character described herein, and a right-of-way over, under, and across the Trail Area. Grantor promises that they will not perform, nor knowingly allow others to perform, any act on or affecting the Trail Area that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

## **ARTICLE I. GENERAL**

1.1. Statement of Purpose. The purposes of this Easement are to prevent any use of the Trail Area that will significantly impair or interfere with the Conservation Values and to allow for the inclusion of the Trail Area in the North Carolina Mountain-to-Sea Trail so that the Trail Area may be used for educational, scientific and low-impact recreational activities by the general public pursuant to a general management plan that is consistent with the Conservation Values. Grantor intends that this Easement will restrict the use of the Trail Area to such activities as are consistent with these purposes. Grantee agrees that this Easement shall be held exclusively for the purposes set forth herein and as specified in Section 170(h)(4)(A) (or any successor section) of the Code and shall be construed to promote the purposes of the Act.

1.2. Perpetual Duration. This Easement over the Trail Area as further described in **Exhibit A**, shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor as provided herein, and against Grantor's representatives, successors, assigns, leases, agents and licensees.

1.3. Compliance with other Regulatory Requirements. The Grantor is responsible for complying with any and all additional permits or regulation to use or develop the Trail Area under the terms of this Easement, including Orange County, State of North Carolina or Federal requirements, regardless of any reserved rights or permissions contained in this Easement document.

## **ARTICLE II. RESERVED RIGHTS OF GRANTOR**

Subject to the terms, conditions and restrictions contained herein, Grantor reserves for itself and its successors and assigns the following rights:

2.1. Quiet Enjoyment. All rights accruing from Grantor's fee ownership of the Trail Area, including the right to engage in or permit or invite others to engage in all uses of the Trail Area that are consistent with the Conservation Values, including any reasonable use of the Property that will not interfere with the trail and is not otherwise prohibited by the terms of this Easement.

2.2. Educational and Recreational Uses. Utilization of the Trail Area for scientific, educational, and low-impact recreational activities to the same extent the Trail Area is utilized by Grantee for such purposes; specifically, Grantor retains the right to engage in and permit others

to engage in such activities that may include, without limitation, walking, hiking, plant and animal observation and study.

2.4. Vegetation Management. Grantor reserves the right to manage vegetation for boundary marking, fencing, signage, fire containment, disease control, invasive exotic plant control, and removal of conditions that threaten life or property. Methods of vegetation management may include, but are not limited to, selective cutting, prescribed burning, application of herbicides or pesticides. Grantor does not assume any responsibility or liability to the general public for failing to do so.

2.5. Trail [MH2] and Recreational Accessories. Grantor, with Grantee's written permission and subject to prior approval by Fund, may construct and maintain directional, boundary, and informational signs along existing trails and approved new trails and fences along Trail Area boundaries.

2.6. Transfer. Grantor retains the right to sell, give, mortgage, lease, or otherwise convey the Trail Area subject to the terms of this Easement.

2.7. Trail Relocation [MH3]. Grantor may relocate the Trail subject to the following conditions.

- (a) Grantor may, upon consultation with and consent of the Grantee and subject to prior approval by Fund, relocate the Trail within the Trail Area. End points of the Trail must remain in the same location as when originally constructed by Grantee. Grantor shall be responsible for all costs and expense associated with relocating the Trail. Such relocation shall include relocation of Trail signs and facilities, and associated costs. Should the Trail be relocated it must be constructed to the same standards and specifications as were applied in the original Trail construction. Consent of the Grantee shall not be unreasonably withheld.
- (b) Any relocation of the Trail exercised pursuant to this option shall not hinder or impede access to or use of the Trail through the Trail Area. The constructed Trail shall remain open to use until such time as the relocated Trail is complete and ready for use.

### **ARTICLE III. RESERVED RIGHTS OF GRANTEE**

Grantor is not responsible for costs associated with construction and maintenance of the Trail or improvements or accessory facilities of the Trail except for improvements resulting from Grantor exercising a reserved right such as the right to relocate the Trail. Grantee reserves for itself and its successors and assigns the following rights:

3.1. Improvements. Grantee or assigned, in accordance to the "Conservation Easement, Friends of Moorefields Property" recorded at Book \_\_\_\_, Page \_\_\_\_, Orange County Registry, reserves the right to construct and maintain new natural surface trails for the purpose of hiking. Grantee or assigned further reserves the right to pave trails for non-motorized recreational purposes. All trails must be within the Trail Area and no more than four (4) feet in width. All trails must be located a minimum distance of fifty (50) feet from the top of the bank of all

surface water, unless such locations are physically impracticable, and must be located so as not to impair the Conservation Values of the conservation easement recorded at Book\_\_\_\_, Page\_\_\_\_, Orange County Registry. All trail construction involving soil disturbance must follow best practices for sustainable trail design and construction and must have prior written approval by Fund. When required by the terrain, trails may include boardwalks, ramps, and handrails to the extent necessary. Trails may include stream crossings up to 6 feet wide, provided they are permitted by all applicable regulatory authorities. All necessary care shall be taken to construct and maintain trails in a manner so as not to impair any Conservation Values either during or after construction. Fund shall have the authority to require the closure of any trail that is detrimental to any Conservation Values. All realignments of trails are subject to the requirements of this Paragraph.

3.2. Trail and Recreational Accessories. Grantee, with Grantor's written permission and in accordance of the "Conservation Easement, Friends of Moorefields Property" recorded at Book\_\_\_\_, Page\_\_\_\_, Orange County Registry, reserves the right to add and maintain the following to the Trail Area:

- (a) A reasonable number of benches and litter receptacles.
- (b) Signs to mark the Trail and provide information regarding applicable time, place, and manner restrictions.
- (c) Signs for interpretive and educational purposes and to indicate the interest of Grantee in the Trail Area.
- (d) Boardwalks, ramps, handrails, gates, fences, and barriers to control access.
- (e) One (1) observational platform along existing and approved new trails or on the banks of surface water if allowed and approved by all applicable regulatory authorities.

3.3. Vegetation Management. Grantee or assigned reserves the right to manage vegetation for boundary marking, fencing, signage, fire containment, disease control, invasive exotic plant control, and removal of conditions that threaten life or property. Methods of vegetation management may include, but are not limited to, selective cutting, prescribed burning, application of herbicides or pesticides.

#### **ARTICLE IV. PROHIBITED AND RESTRICTED ACTIVITIES**

Any activity on, or use of, the Trail Area inconsistent with the purposes of this Easement is prohibited. Other than as provided herein, the Trail Area shall be maintained in its natural, scenic, wooded and open condition and restricted from any use that would impair or interfere with the Conservation Values or the purposes of this Easement. Except for those rights specifically reserved to Grantor in Article II and without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted as indicated:

4.1. Trail Area Use. Access to the Trail Area by the general public is subject to the following limitations:

- (a) The Trail may be used only for walking, nature study, and the like.
- (b) Use is limited to the hours between dawn and dusk.
- (c) Smoking or lighting of fires is prohibited.
- (d) Consumption of alcoholic beverages is prohibited.
- (e) Trapping or hunting is prohibited.

4.2. Mechanized Vehicles. There shall be no use of motorized vehicles on the Trail Area except as necessary for the construction, maintenance, operation and management of the North Carolina Mountains-to-Sea Trail and associated trail and recreational accessories as described herein.

4.3. Industrial or Commercial Use: Industrial and commercial activities are prohibited in the Trail Area.

4.4. Residential Use, Structures, and Signs. There shall be no residential use of the Trail Area. There shall be no constructing or placing of any building, mobile home, billboard or other advertising display, antenna, utility pole, tower, conduit line, or any other temporary or permanent structure or facility on or above the Trail Area except for the following: placement and display of no trespassing signs, local, state or federal traffic or similar informational signs, boundary fencing, signs identifying the Conservation Values of the Trail Area, and/or signs identifying Grantor as owner of the Property and Grantee as holder of this Easement, signs identifying the Trail Area as a part of the North Carolina Mountains-to-Sea Trail, signs giving directions or prescribing rules and regulations for the use of the Trail Area, educational and interpretative signs, identification labels or any other similar temporary or permanent signs.

4.5. Agricultural, Timber Harvesting, Grazing and Horticultural Use. Agricultural, timber harvesting, grazing, horticultural and animal husbandry operations are prohibited; provided that this provision shall not prohibit plantings for wildlife habitat or wildlife management.

4.6. Disturbance of Natural Features, Plants and Animals. There shall be no cutting or removal of trees, or the disturbance of other natural features on the Trail Area except for the following: (i) as incidental to boundary marking or railing as allowed hereunder; and (ii) cutting or clearing of vegetation for insect or disease control, control of non-native plants, removal of trees that threaten to fall on the Trail Area or on land outside the boundaries of the Trail Area and as necessary for the construction, maintenance, operation and management of the North Carolina Mountains-to-Sea Trail and allowed Trail and Recreational Accessories. Design and construction of the North Carolina Mountains-to-Sea Trail will be planned and built to minimize environmental impacts to the extent practical.

4.7. Wetlands and Water Quality. There shall be no pollution or alteration of surface waters in the Trail Area. There shall be no construction or other activities that would be detrimental to water quality or that would alter the natural water levels, drainage, sedimentation, or water flow in, on, or over the Trail Area or into any surface waters. There shall be no construction or other activities that would cause soil degradation or erosion. There shall be no diking, dredging, alteration, draining, filling, or removal of wetlands.

4.8. Dumping and Filling. The dumping, accumulation, storage, or burying of soil, trash, ashes, garbage, waste, appliances, abandoned or unlicensed vehicles, inoperable or broken machinery, debris, junk, radioactive or hazardous waste, or other materials on the Trail Area is prohibited. Automobiles, trailers, machinery and recreational vehicles shall not be stored on the Trail Area.

4.9. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat minerals or other minerals, and no change in the topography of the Trail Area in any manner except as reasonably necessary for the purposes of combating erosion and as reasonably necessary for any activities otherwise permitted on the Trail Area pursuant to the terms of this Easement.

#### **ARTICLE V. FEDERAL TAX ITEMS**

5.1. Qualified Conservation Contribution. The Easement granted under this agreement has been donated in whole or in part to Grantee by the undersigned Grantor. It is intended to qualify as a charitable donation of a partial interest in real estate (as defined under §170(f)(3)(B)(iii) of the Code) to a qualified organization (as defined in §1.170A-14(c)(1) of the Regulations).

5.2. Definitions of Code and Regulations. “Code” means the Internal Revenue Code of 1986, as amended through the applicable date of reference. “Regulations” mean the provisions of C.F.R. §1.170A-14 as amended through the applicable date of reference.

5.3. Public Benefit. This easement is given for public outdoor recreation and education and is for the substantial and regular use of the general public or the community. This Easement provides significant public benefit as defined in §1.170A-14(d)(2)(i) of the Regulations. Public policies and programs that illustrate and support the significant public benefit of this Easement include:

- (a) The 2030 Orange County Comprehensive Parks and Recreation Master Plan, which recommends the development of a master plan for the Orange County segment of the Statewide Mountains-to-Sea Trail as well as linking to the priorities set forth in the existing North Carolina State Trails Program; and
- (b) The Orange County Board of Commissioners’ goal (adopted June 21, 1999) to identify and coordinate the preservation of the County’s most significant natural areas; and
- (c) The Land Use Element of the Orange County Comprehensive Plan (adopted November 18, 2008) with its goal of “Land uses that are appropriate to on-site environmental conditions and features, and that protect natural resources, cultural resources, and community character;” and
- (d) The Orange County Lands Legacy Action Plan, which was adopted by the Orange County Board of Commissioners on December 12, 2017, and which sets an objective to acquire key parcels needed for a public pedestrian trail and wildlife corridor that would connect Hillsborough Riverwalk to the Haw River for the planned North Carolina Mountains-to-Sea Trail; and

- (e) N.C.G.S. § 113-34.1 authorizing the Department of Environment and Natural Resources to develop and maintain the North Carolina Mountains-to-Sea Trail, of which this easement will be a part.

5.4. Mineral Interests. No Person has retained a qualified mineral interest in the Trail Area of a nature that would disqualify the Easement for purposes of §1.170A-14(g)(4) of the Regulations.

5.5. Notice Required Under Regulations. To the extent required for compliance with §1.170A-13(g)(4)(ii) of the Regulations, Grantor agrees to notify Grantee before exercising any reserved right that may have an adverse impact on the conservation interests or public recreational purposes associated with the Trail Area.

5.6. Trail Area Right. In accordance with §1.170A-14(g)(6) of the Regulations, the undersigned Grantor agrees that the Easement granted under this agreement gives rise to a property right, immediately vested in the Grantee, that entitles the Grantee to compensation upon extinguishment of the easement. The fair market value of the property right is to be determined in accordance with the Regulations; i.e., it is at least equal to the proportionate value that this easement as of the Easement Date bears to the value of the Property as a whole as of the Easement Date. Grantee must use any funds received by application of this provision in a manner consistent with the recreational and conservation purposes of this Easement.

5.7. Qualification Under §2031(C) of the Code. To the extent required to qualify for exemption from federal estate tax under §2031(c) of the Code, and only to the extent such activity is not otherwise prohibited or limited under this Easement, Grantor agrees that commercial recreational uses are not permitted within the Trail Area.

[KL4]

#### **ARTICLE VI. ONGOING RESPONSIBILITY OF GRANTOR AND GRANTEE**

This Easement is not intended in any way to affect any existing obligation of the Grantor as owner of the Property. Among other things, this shall apply to:

6.1. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on their interest in the Property, Grantor shall upon demand reimburse Grantee for the same.

6.2. Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Trail Area, to the extent it may be required by law, except as described herein. Grantee shall have no obligation for the upkeep or maintenance of the Trail Area, except as described herein. Grantee shall be solely responsible for construction, upkeep, and maintenance of the Trail, except as described herein.

6.3. Transfer of Trail Area. Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which they transfer or divest themselves of any interest, including leasehold interests, in the Trail Area. Grantor shall notify Grantee in

writing at least thirty (30) days before conveying the Trail Area, or any interest therein. Failure of Grantor to do so shall not impair the validity of the Easement or limit its enforceability in any way.

6.4. Transfer of Easement. Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a qualified organization under 26 U.S.C. Section 170(h) of the Internal Revenue Code, as amended and under NGS 121-34 *et seq.*, provided the agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement. As a condition of such transfer, Grantee shall require that the conservation purposes intended to be advanced hereunder shall be continued to be carried out. If Grantee ever cease to exist or no longer qualify under 26 U.S.C. Section 170(h) of the Internal Revenue Code, or applicable state law, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by the Easement.

6.5. Inspection and Access. With reasonable advance notice to the Grantor or with Grantor's prior verbal consent, Grantee, their employees and agents, successors and assigns, shall have the right to enter the Trail Area for the purpose of inspecting the Trail Area to determine whether Grantor, their successors or assigns are complying with the terms, conditions and restrictions of this Easement.

6.6. Enforcement. Grantee shall have the responsibility for management, monitoring and enforcement of the terms of this Easement. Grantee shall complete and file the monitoring reports, a copy of which is kept on file with Orange County.

Grantee shall have the right to prevent violations and remedy violations of the terms of this Easement through judicial action, which shall include, without limitation, the right to bring proceedings in law or in equity against any party or parties attempting to violate the terms of this Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Trail Area, Grantee shall give Grantor written notice of the violation and Grantor shall have thirty (30) days to cure the violation, before commencing any legal proceedings. If a court of competent jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop the violation, temporarily or permanently. The parties agree that a court may issue an injunction or order requiring Grantor to restore the Trail Area to its condition prior to the violation, as restoration of the Trail Area may be the only appropriate remedy. 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. In any case where a court finds no such violation has occurred, each party shall bear its own costs. In any case where the Court finds that a violation has occurred, Grantee shall have the right to recover its legal costs from Grantor, including attorney's fees or expenses associated with any enforcement or remedial action as it relates to the enforcement of this Easement.

## **ARTICLE VII. REPRESENTATIONS OF THE PARTIES**

7.1. Grantor's Title Warranty. Grantor covenants, represents and warrants (i) that it is the sole owner and is seized of the Trail Area in fee simple and has the right to grant and convey this Easement; (ii) that there is legal access to the Trail Area; (iii) that the Trail Area is free and clear of any and all encumbrances, except those permitted title exceptions listed on **Exhibit B**, attached hereto and incorporated herein by this reference, none of which would nullify, impair or limit in any way the terms or effect of this Easement; (iv) Grantor shall defend its title to the Trail Area against the claims of all persons whomsoever; and (v) Grantor covenants that Grantee, its successors and assigns, shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

7.2. Grantor's Environmental Warranty. Grantor knows of no release or threatened release of any Hazardous Materials on, at, beneath or from the Trail Area, or arising from or connected with a violation of any Environmental Laws. Grantor hereby promise to hold harmless and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release by Grantor, their agents, assigns, and guests, of any Hazardous Materials on, at, beneath or from the Trail Area, or arising from or connected with a violation of any Environmental Law.

“Environmental Law” or “Environmental Laws” means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental 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 protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now 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, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

7.3. Liability. Grantor has entered into this Easement in order to make the Trail Area available to the public for recreational and educational purposes as contemplated by Chapter 38A and Section 143B-135.118 of the North Carolina General Statutes and therefore is afforded the statutory limitations upon liability of an “owner” under those provisions as they may be amended from time to time.

## ARTICLE VIII. MISCELLANEOUS

8.1. Recording. Grantee shall record this instrument in a timely fashion in the official record of Orange County, North Carolina, and may re-record it at any time as may be required to preserve the rights of the Grantee.

8.2. Survival of Terms/Merger of Fee and Easement. Grantor and Grantee agree that the terms of this Easement shall survive any merger of this fee and easement interest in the Trail Area. In the event Grantee becomes owner of the Trail Area, or any portion thereof, Grantee shall transfer its rights title and interest in this Easement to a third party in accordance with sections 6.4.

8.3. Amendment of Easement. This Easement may be amended only with the written consent of the Grantor and Grantee. Any such amendment shall be consistent with the purposes of this Easement and shall comply with Sec. 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with the Uniform Conservation and Historic Preservation Agreements Act, N.C.G.S. Section 121-34 *et seq.*, or any regulations promulgated pursuant to that law. The Grantor and Grantee have no right or power to agree to any amendment that would affect the enforceability of this Easement.

8.4. Procedure in the Event of Termination of Easement. If it is determined that conditions on or surrounding the Trail Area 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 the Grantor and Grantee, terminate this Easement.

If condemnation of a part of the Trail Area or of the entire Property by public authority renders it impossible to fulfill any of these conservation purposes, the Easement may be terminated through condemnation proceedings.

8.5. Interpretation. This Easement shall be interpreted under the laws of the State of North Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

8.6. Perpetual Duration; Severability. The Easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Deed of Trail Easement that applies to the Grantor or the Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Invalidity of any of the covenants, terms or conditions of this 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.

8.7. Subsequent Liens on the Trail Area. No provision of this Easement should be construed as impairing the ability of Grantor to use the Trail Area as collateral for subsequent borrowing. Any such liens shall be and remain subordinate to this Easement.

8.8. Subsequent Easements/Restrictions on the Trail Area. The grant of any easement or use restriction that might diminish or impair the Conservation Values of the Trail Area is prohibited. Any such easement or restriction shall be subordinated to this Easement.

8.9. Notices. Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail to Grantor or Grantee respectively, at the following address, unless a party has been notified in writing by the other of a change of address.

To the Grantor:

FRIENDS OF MOOREFIELDS  
2201 MOOREFIELDS ROAD  
Hillsborough, NC 27278

To the Grantee:

Orange County DEAPR  
PO Box 8181  
Hillsborough, NC 27278

8.10. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement. If any provision is found to be invalid, the remainder of the provisions of this Easement, and the application of such provision to persons of circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

8.11. Availability or Amount of Tax Benefits. Grantee make no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to Grantor or any other person or entity under United States or any state, local or other tax law to be derived from the donation of any part of the value of this Easement or other transaction associated with the donation of this Easement. Grantor's donation is not conditioned upon the availability or amount of any such deduction, credit or other benefit. Grantee makes no warranty, representation or other assurance regarding the value of this Easement or of the Trail Area. As to all of the foregoing, Grantor is relying upon Grantor's own legal counsel, accountant, financial advisor or other consultant and not upon Grantee's legal counsel, accountant, financial advisor or other consultant of Grantee. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs involving Grantor or Grantor's heirs, successors or assigns or other similar matter then Grantee shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever incurred by Grantee in responding or replying thereto.

8.12. Warranties and Representations of Owner. By signing this Easement, Grantor acknowledges, warrants and represents to Grantee that:

- (a) Grantor has had the opportunity to be represented by counsel of Grantor's choosing and fully understand that Grantor is hereby permanently relinquishing property rights which would otherwise permit Grantor to have a fuller use and enjoyment of the Trail Area.
- (b) There are no recorded or unrecorded leases or other agreements for the production of minerals or removal of timber from the Trail Area which would, if any of the activities permitted under such lease or other agreement were undertaken by Grantor, violate the covenants or restrictions in this Easement or otherwise defeat the conservation Purpose.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantee, their successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR:

\_\_\_\_\_  
Mike Hammersley, President  
Friends of Moorefields

Accepted:

GRANTEE:

ORANGE COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
Renee Price, Chair  
Orange County Board of Commissioners

ATTEST:

By: \_\_\_\_\_  
Laura Jensen, Clerk to the  
Board of Commissioners

Acknowledgments

NORTH CAROLINA  
COUNTY OF ORANGE

I, \_\_\_\_\_, a Notary Public for said County and State do hereby certify that \_\_\_\_\_ personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this the \_\_\_\_ day of December, 2018.

\_\_\_\_\_

Notary Public

My commission expires:

\_\_\_\_\_

NORTH CAROLINA  
COUNTY OF ORANGE

I, \_\_\_\_\_, a Notary Public of Orange County, North Carolina do hereby certify that Laura Jensen personally appeared before me this day and acknowledged that she is Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of Orange County, North Carolina the foregoing instrument was signed in its name by the Chair of the Orange County Board of Commissioners, and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

Notary Public

My commission expires:

\_\_\_\_\_

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 1, 2022

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

**SUBJECT:** Orange County Crisis/Diversion Facility – Updated Progress Report by the Orange County Behavioral Health Task Force and Special Recognition of Tony Marimpietri

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**DEPARTMENT:** Criminal Justice Resource  
Department

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**ATTACHMENT(S):**  
PowerPoint Slides

**INFORMATION CONTACT:**  
Caitlin Fenhagen, 919-245-2303  
Tony Marimpietri, 919-619-7223  
Travis Myren, 919-245-2308

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**PURPOSE:** To receive updated information from the Crisis/Diversion Facility Subcommittee of the Orange County Behavioral Health Task Force, and express special recognition to Tony Marimpietri, the Chair of the Subcommittee, who has worked countless volunteer hours to expertly guide the planning process for the proposed behavioral health facility.

**BACKGROUND:** In April 2019, over thirty community stakeholders from the criminal justice system, healthcare, behavioral health system, and housing came together to participate in the Orange County Sequential Intercept Mapping (SIM) Workshop facilitated by the North Carolina Department of Health and Human Services. The SIM process is designed to inform and address community-based responses to the involvement of individuals with behavioral health issues and intercepts with the criminal justice system. An intercept map and Final Report were created ([SIM Final Report](#)), and one of the identified community gaps that emerged from this process was the critical need for a Crisis/Diversion facility that would support diverting individuals in behavioral health crisis from the criminal justice system and the Emergency Departments at UNC Hospitals.

The Behavioral Health Task Force (BHTF), co-chaired by Deputy County Manager Travis Myren and Caitlin Fenhagen, Criminal Justice Resource Department Director, and with subject matter expertise from Barbara-Ann Bybel, Director of Inpatient Psychiatry Services at UNC Hospitals, formed in 2019 to address the behavioral health intercept gaps identified in Orange County. The mission of the BHTF is to improve outcomes for individuals with behavioral health disorders through partnerships across justice, law enforcement, mental health, homelessness and substance use service systems. Later in 2019, the Crisis/Diversion Facility Subcommittee was formed and tasked with developing recommendations and a plan for a dedicated Facility.

This Facility will offer behavioral health crisis services and allow for law enforcement and hospital ED diversion. The Subcommittee, under Tony Marimpietri's leadership as Chair, has met diligently and frequently over the last two years, to address this high priority need. The process has included a lengthy literature review of best-practices and elements for a crisis/diversion facility, studying existing state and national crisis/diversion facilities, seeking input from critical local stakeholders, looking at use case scenarios, examining available data and determining the appropriate scope and function for an Orange County Facility.

In April 2021, the BOCC received a presentation with the detailed findings and recommendations of the Subcommittee's work. An overview of these findings and recommendations has previously been shared with the Behavioral Health Task Force, the Justice Advisory Council and Orange County's law enforcement leaders. These presentations have been met with broad support and interest. It is the Behavioral Health Task Force's strong belief that the proposed Facility, and its evidence-based, holistic, trauma-informed policies and practices, will lead to necessary enhancements in Orange County crisis system capabilities, will increase diversion and deflection from the criminal justice system and will improve healthy and safe outcomes for residents of Orange County.

Since April, the Subcommittee has continued its work to plan for the next phase of implementation, with a specific focus on stakeholder use and operational needs and facility design specifications. This effort, which included subject matter and use expertise from a wide variety of crisis stakeholders, has resulted in updates to the scope of services and design. This Progress Report will address these updates and share the roadmap for implementation.

Finally, special recognition from the BOCC is proposed for Tony Marimpietri, who voluntarily took on the role of Chair of the Subcommittee. Mr. Marimpietri's expertise as a retired Senior Project Manager at the Research Triangle Institute (RTI), and member of the National Alliance on Mental Illness (NAMI) Local Board, has been invaluable to Orange County. Tony has spent over two years and hundreds of hours of work leading the Subcommittee and guiding its work. This important effort to address Orange County's critical gap in behavioral health crisis services would not be possible without his efforts.

**FINANCIAL IMPACT:** There is no financial impact associated with receiving this updated information.

**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 use and domestic violence.

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

**RECOMMENDATION(S):** The Manager recommends that the Board receive the updated information, provide any comments or questions, and express special recognition to Tony Marimpietri for his efforts as Chair of the Crisis/Diversion Facility Subcommittee.

# ORANGE COUNTY CRISIS/DIVERSION FACILITY

## Progress Report

ORANGE COUNTY BEHAVIORAL HEALTH TASK FORCE  
CRISIS-DIVERSION FACILITY SUBCOMMITTEE  
DATE: JANUARY 2022

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## TOPICS

- Progress Overview.
- Recent Guidelines and Reports.
- Stakeholders Update.
- Design Update.
- Scope of Services Update.
- Other Ongoing Work.
- Implementation Road Map.
- Discussions and Questions

## PROGRESS OVERVIEW: WHERE DO WE STAND REGARDING NEXT STEPS

Next Step Item	Work Completed to Date and Planned
<b>Risk Mitigation (validation)</b>	<ul style="list-style-type: none"> <li>Updating projection of number of patients expected to be served by Facility per month and per year.</li> <li>Updating literature review.</li> <li>Validating use of Facility by key Orange County stakeholders.</li> </ul>
<b>Design</b>	<ul style="list-style-type: none"> <li>Translated services recommended in April 2021 to physical layout. This document will be used with architect.</li> <li>Funds budgeted for implementation planning.</li> <li>Architect selection and contract will be by Orange County in consultation with BH health facility SMEs.</li> </ul>
<b>Licensing</b>	<ul style="list-style-type: none"> <li>Confirmed that Facility can be licensed as: 1) Behavioral Health Urgent Care -Tier 4 (ages 4 and above) and 2) Facility Based Crisis (adults only), which will allow for all recommended services to be implemented.</li> <li>Will be developing regulatory roadmap in conjunction with operator once one is selected.</li> </ul>
Operations	<ul style="list-style-type: none"> <li>Subcommittee will develop operational guidelines and quality metrics.</li> <li>Staffing and operations plan will be determined by the Operator as specified in regulatory and contractual documents.</li> </ul>
<b>Governance</b>	<ul style="list-style-type: none"> <li>Discussions underway among OC and potential operators regarding building design, location, and operations.</li> </ul>
<b>Policy, Procedures (stakeholders)</b>	<ul style="list-style-type: none"> <li>Address community-wide collaboration with multiple stakeholders in our Stakeholder Workgroup.</li> <li>Included: EMS, LE, Magistrate, Detention Ctr., Juvenile Justice, CHCCS/OPS, DSS, UNC ED/PES, UNC CAPS</li> </ul>
Projected Savings	<ul style="list-style-type: none"> <li>Develop a model for estimating savings likely to be accrued by various stakeholders in Orange County.</li> <li>Will use a model from <i>Crisis Now</i> for health system savings and will be tailoring it for Orange County.</li> </ul>
Sources & Uses of Funds	<ul style="list-style-type: none"> <li>Identify possible sources of funding including Orange County, Alliance Health, Insurance Companies (<u>want to serve all payers</u>), government grants, philanthropic organizations.</li> <li>Prepare an information packet based on work done to date for use in engaging funding sources.</li> </ul>

Note: Items highlighted in **Green** indicate work has started and is on-going.

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## RECENT GUIDELINES AND REPORTS

- There continues to be a steady stream of publications and forums around BH crisis response.
  - Three recent notable items are listed in the text box on the right.
  - Each of these add to a series of publications which further underpin a consensus around BH crisis response at the community level.
  - Each is aligned with and supports the guidance referenced in our April 2021 Report to the BOCC.
- ***Roadmap To The Ideal Crisis System, March 2021***
    - National Council for Behavioral Health
    - Builds on and consolidates guidance previously published by others including SAMHSA 2020 Best Practices Toolkit, which is cited in the April 2021 report presented to the BOCC.
  - ***NAMI 988 Call for Action, November 2021***
    - A weeklong focus on mental health crisis response.
    - Underscored issues and best practices, citing recent guidelines, and envisioning a 988 future.
  - ***Protecting Youth Mental Health, December 2021***
    - U.S. Surgeon General's Advisory
    - Presents a call for action by society regarding child mental health at all levels: policy, institutional, and individuals/families.

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## STAKEHOLDERS UPDATE: WORKGROUP OUTPUT AND FOLLOW UP

- **Purpose.** Engage all stakeholders who are likely to have an operational relationship with the Facility and its staff.
- **Who.** Subcommittee facilitated 5 Stakeholders Workgroup meetings and engaged over 15 representatives of Orange County organizations: EMS, OCSO, CHPD, Courts/Magistrate, juvenile justice, public schools, Department of Social Services, UNC ED/PES, individuals involved in sobering services.
- **Focus.** Discussion centered on how each group might use the Facility and what input they have regarding Facility services that would best support their programs.
- **Results.** An action plan for follow up with each stakeholder group regarding policies, procedures, and practices that would best facilitate community-wide collaboration around crisis response. This Workgroup also provided input to the Facility Design Workgroup.
- **Follow-up.** Will be following up on the action items over the next several months to ensure policies, procedures, and practices among various stakeholders and the Facility are aligned. This work will parallel the design and operations planning for the facility.
- **Contents of Stakeholder Action Plan:**
  - A. EMS
  - B. Law Enforcement
  - C. Courts/Magistrate/Detention Center
  - D. Juvenile Justice
  - E. Social Services and Schools
  - F. UNC ED/PES, UNC CAPS
  - G. Sobering Services
  - H. Homeless/Street Outreach and Harm Reduction.

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## DESIGN UPDATE: WORKGROUP OUTPUT AND FOLLOW UP

- **Purpose.** Translate the services recommended in our April 2021 report into a description of the *physical layout* of the Facility and its special infrastructure needs and to clarify *regulatory requirements*.
- **Who.** Subcommittee facilitated about 4 workgroup meetings and engaged approximately 10 SMEs who have expertise in crisis facility regulation and design. Draw on experience from other similar facilities.
- **Focus.** Discussion centered on key elements of the Facility and the quality of user experience where users ranged from EMS/LE, courts/detention center, general public with special attention to the needs of specific patient cohorts (e.g., adults, children, special needs).
- **Results.** Created a description of the physical layout of the Facility, special infrastructure components, and regulatory requirements.
- **Follow-up.** The output from this workgroup will be used when working with the architect firm to be selected to develop a preliminary design and cost estimates.
- **Contents of Design Workgroup report:**
  - A. Front Entrance/Waiting Areas.
  - B. Rear Entrance.
  - C. BHUC Clinical Areas.
  - D. Adult FBC Areas.
  - E. Medical Areas.
  - F. Facility Security.
  - G. Outpatient Service Areas.
  - H. General Purpose Areas.
    - I. Community Partner Offices/Workspace.
    - J. Communications Infrastructure.

## SCOPE OF SERVICES UPDATE: ADDITIONS TO APRIL 2021 REPORT

### ■ Children

- Discussion with stakeholders, LME, and insurers underscore the need for services focused on children. Demand for these services is loud and clear.
- Regulatory review confirmed that children 4 years of age and older can be served in a BHUC – Tier 4.
- Recommended scope of services has been revised to include BHUC services for minors ages 4 -17.

### ■ Sobering Services

- Discussions with stakeholders focused on sobering center related issues underscore that such services are critical to the diversion mission of the Facility.
- Current demand for sobering services burdens UNC ED, EMS, LE, detention center, and homeless programs.
- Recommended scope of services has been revised to include routine and surge sobering services.

### ■ Outpatient Services

- Recommend adding outpatient services as an adjunct to Facility's crisis services (see text box).
- These services should focus on Children (see notes under *Children*).

#### Definitions

**Partial Hospitalization Program (PHP)** is a structured mental health treatment program that runs for several hours each day, three to five days per week. Clients participate in scheduled treatment sessions during the day and return home at night. This program is a step down from 24-hour inpatient treatment. It can also be used to prevent the need for an inpatient hospital stay.

**Intensive Outpatient Program (IOP)** is a treatment program used to address addictions, depression, eating disorders, or other dependencies that do not require detoxification or round-the-clock supervision. They enable patients to continue with their normal, day-to-day lives.

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## OTHER ONGOING WORK

- Continue with briefings for elected boards.
  - Met with Carrboro Town Council in May 2021.
  - Scheduling briefings for Chapel Hill and Hillsborough Town Councils and public-school boards.
- Update projection of number of patients expected to be served by the Facility per month/year.
  - Update is occurring in January-February 2022.
  - Will compile data for all of 2021 and add categories not included in previous projections.
- Savings
  - Develop cost saving models for various sectors.
  - Estimate cost saving by sector.
- Governance.
  - Land ownership and use.
  - Facility construction, maintenance, and operations.
- Transportation.
  - Resolve identified transportation issues that could impede the efficient use of facility.
  - Include perspectives of both stakeholders and general public.

## IMPLEMENTATION ROAD MAP

Work Streams	2022												2023
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1. Preliminary Design and Costing	>>	>>	>>	>>	>>								
<i>2. Identify Facility Partners</i>	>>	>>	>>	>>	>>	>>	>>	①					
3. Identify Facility Operator(s)									>>	>>	>>		
4. Pre-construction Regulatory Roadmap					>>	>>	>>	>>	>>	>>	>>		
5. Operations QA and Guidelines					>>	>>	>>	>>					
<i>6. Select Location and Approvals</i>			>>	>>	>>	>>	>>	>>	>>	>>	>>	②	
7. Demand Projections	>>	>>						>>	>>	>>			
8. Final Design									>>	>>	>>	>>	③
9. Funding and Savings				>>	>>	>>	>>	>>	>>	>>	>>	>>	④
10. Issue Contract for Construction													★

Milestone 1. Key partners who will be responsible for construction/maintenance and for operations of Facility are identified.

Milestone 2. Location for Facility is selected and associated approvals for site use are completed.

Milestone 3. Final Facility design is complete – plans are ready for construction. To be completed in early 2023.

Milestone 4. All costs/savings identified and funds for construction/maintenance/operations are secured. To be completed in 2023.

Note. Items highlighted by *red text* are high priority for maintaining schedule that targets starting construction in 2023



# DISCUSSION AND QUESTIONS

# ORANGE COUNTY CRISIS/DIVERSION FACILITY

## Findings and Recommendations

REPORT BY THE ORANGE COUNTY BEHAVIORAL  
HEALTH TASK FORCE

DATE: APRIL 22, 2021

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## EXECUTIVE SUMMARY

- **BHTF Report.** This report presents Orange County Behavioral Health Task Force findings and recommendations for Orange County to establish a dedicated behavioral health (BH) crisis-diversion Facility to enhance its crisis response system and capabilities.
- **Current Status.** Orange County does not have a comprehensive BH crisis system. We have identified many gaps in current services and limited options to successfully divert an individual in crisis from either hospital-based emergency department (ED) or criminal justice (CJ) system. This need is characterized in terms of critical services that currently are lacking and estimated need for crisis care.
- **Recommendation.** The recommendation presented herein is for Orange County to enhance its crisis system by establishing a dedicated Crisis/Diversion Facility to provide for BH crisis services/criminal justice diversion. If implemented, this Facility and associated policies, procedures, and practices will lead to enhancements in Orange County crisis system capabilities by establishing services that currently do not exist or are limited in one or more important ways.
- **Potential Benefits.** The benefits of establishing the recommended crisis-diversion Facility accrue to: 1) the individuals in crisis, his/her family, and friends; 2) law enforcement and emergency medical professionals; 3) hospital-based ED and in-patient facility and staff; and 4) various criminal justice stakeholders including detention center operations and staff. Through communitywide collaboration and networking with all allied treatment and social services partners, Orange County will maintain a continuum of care thus facilitating effective transition from crisis care to community treatment.
- **Next Steps.** If the Board of County Commissioners accepts the BHTF recommendations, the next phase will address creation of a detailed implementation plan for construction/operation of an Orange County Crisis-Diversion Facility. Funding will be needed for this detailed planning and additional assessment work.

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## CONTENTS

- Acronyms Used in This Report
- Introduction
  - Background
  - Subcommittee's Charge
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  - SIM Workshop (opportunities and gaps)
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- Exhibit B. Best Practices Findings
  - Literature Review
  - U.S. Programs and Facilities
- Exhibit C. Orange County Data Sources and Notes

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## ACRONYMS USED IN THIS REPORT

- 988. New national suicide/crisis hotline.
- ADATC. Alcohol and Drug Abuse Treatment Center.
- BH. Behavioral Health (includes serious mental illness and substance use disorders).
- BHTF. Orange County Behavioral Health Task Force.
- BOCC. Orange County Board of County Commissioners.
- CHPD. Chapel Hill Police Department.
- Club Nova. Nonprofit community center for individuals with SMI.
- emPATH. Emergency Psychiatric Assessment, Treatment & Healing Unit.
- IDD. Intellectual Developmental Disorder.
- IVC. Involuntary Commitment.
- LE/LEO. Law Enforcement/Law Enforcement Officer.
- LME/MCO. Local Management Entity/Managed Care Organization (manages Medicaid funds for mental health).
- MAT. Medication Assisted Treatment (refers to medications for Opioid Use Disorder).
- NAMI. National Alliance on Mental Illness.
- OCSO. Orange County Sheriff Office.
- SIM. Sequential Intercept Mapping.
- SMI. Serious Mental Illness.
- SUD. Substance Use Disorder.

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## INTRODUCTION: REPORT PREPARATION AND REVIEW

- This report has been prepared by the Orange County BHTF Crisis/Diversion Facility Subcommittee.
- The report puts forth the Subcommittee's recommendation for an Orange County Facility and provides a summary of the research and assessment work used to reach its recommendations.
- These recommendations have been presented to and reviewed by several advisory and public interest groups operating in Orange County including:
  - Orange County Behavioral Health Task Force (BHTF). January 20, 2021.
  - Orange County Justice Advisory Council (JAC). February 12, 2021.
  - Chiefs of Police and Orange County Sheriff. March 24, 2021.
- Comments and edits provided during these discussions have been incorporated into this version of the BHTF's report for the Orange County Board of County Commissioners (BOCC).
- Pursuant to guidance from the BOCC, these recommendations will provide a basis for more detailed planning including design of Facility space, staffing, licensing, governance, policies and procedures, budget, and funding.

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## INTRODUCTION: BACKGROUND

- **2015.** Orange County BOCC adopted a Resolution supporting *Stepping Up Initiative to Reduce the Number of People with Mental Illness in Jails*.
- **2018.** Orange County Sheriff Charles Blackwood raised the idea of including in the planning for the new Orange County Detention Center a separate area that would serve as a diversion unit for law enforcement. The planning for such a facility was not completed in time for consideration by the Orange County BOCC. At the time, Jail Mental Health Work Group stakeholders toured NC facilities that are providing services that might be a model for an Orange County facility.
- **2019.** On April 25-26, NC DHHS and Orange County held a series of workshops – *Sequential Intercept Mapping* and *Taking Action for Change* (collectively referred to as *SIM Workshop*) with 32 local representatives of organizations involved in criminal justice (CJ), UNC Health, community treatment, and emergency medical services to address issues involving BH and CJ. The workshop identified gaps in current services and assigned priorities for action: a crisis center was assigned high priority.
- **2019.** In November 2019, responsibility for addressing this high priority action item was assigned to the BHTF. Subsequently, the Crisis/Diversion Facility Subcommittee was formed and tasked with bringing forth recommendations.
- **2020.** In December, the Governor’s Task Force for Racial Equity in Criminal Justice reported its findings and recommendations: three of the Task Force’s recommendations relate directly to situations involving individuals with BH issues and criminal justice diversion.

## INTRODUCTION: SUBCOMMITTEE'S CHARGE

- The findings and recommendations presented herein are based on the work of a subcommittee of the Orange County Behavioral Health Task Force (BHTF).
- **Mission:** Address high priority item identified in SIM Workshop: lack of a crisis center.
- **Goals:** Formulate recommendations for Orange County crisis services that would facilitate diversion of individuals experiencing BH (MH and SUD) crisis from either:
  - hospital-based emergency department and/or
  - criminal justice system.

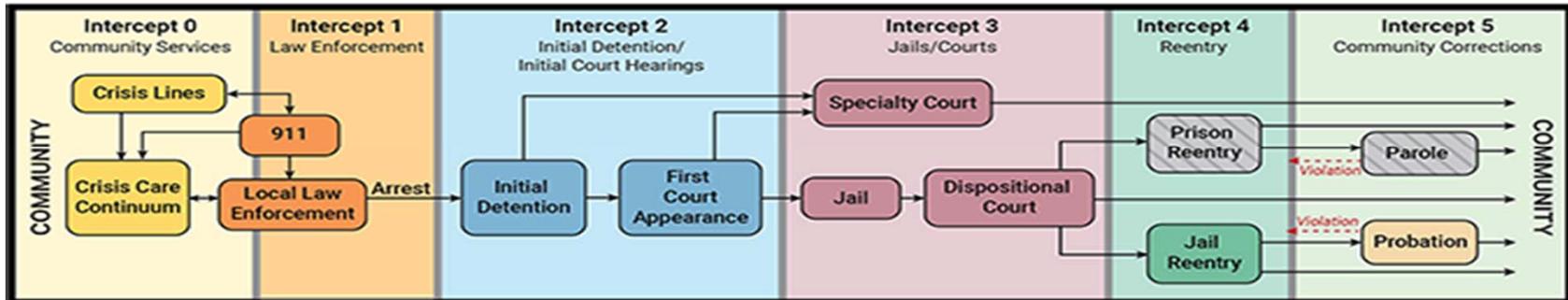
Subcommittee Members	
Tony Marimpietri Chair	NAMI-Orange County
Caitlin Fenhagen Sponsor	OC Criminal Justice Resource Department (CJRD)
Barbara-Ann Bybel, Sponsor	UNC Health Care
Jamezetta Bedford	OC Board of County Commissioners
Heather Griffin-Dolciney	Freedom House
Megan Johnson	CHPD Crisis Unit
Angela Strain	UNC Health Care
Pamela Weiden	District Court Judge's Office
Kim Woodward	Orange County EMS
Allison Zirkel	Orange County CJRD

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## CURRENT STATUS: SIM WORKSHOP (OVERVIEW)

- The Orange County Criminal Justice Resource Department, District Court Judges' Office, and multiple other local stakeholders requested the *Sequential Intercept Mapping* and *Taking Action for Change* workshops held in April 2019 (SIM Workshop).
- The primary objectives of the SIM Workshop are:
  - Develop a comprehensive picture of how people with BH disorders flow through Orange County criminal justice system. **Exhibit A** describes the Sequential Intercept Mapping Framework and provides details of the sequential intercept mapping for Orange County.
  - Identify gaps, resources, and opportunities for intervention and deflection at each intercept.
  - Determine priorities to improve system and service level responses for individuals in the target population.
- As noted in the workshop documentation, improving outcomes for justice-involved persons with behavioral health disorders requires partnerships across the justice, mental health, homelessness, and substance use service systems.
- The BHTF is charged with being the lead partnership, in conjunction with representatives of other partnerships, to oversee implementation of the action plan developed during the *Taking Action for Change* Workshop.
- **Exhibit A** summarizes the programs and resources that already exist in Orange County. These resources provide a solid foundation upon which crisis system enhancements can be made.

## CURRENT STATUS: SIM WORKSHOP (FRAMEWORK)



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- The Sequential Intercept Mapping Framework (Griffin, et. al.) is organized as illustrated above. SIM Workshop output is organized according to these intercepts.
- Orange County is fortunate to have many existing cross-system programs, services, and partnerships that can implement action plans established during the Workshop.
- Workshop identified opportunities to build on existing Orange County programs and services without replacing or duplicating any existing services.

Griffin, P.A., Heilbrun, K., Mulvey, E.P., DeMatteo, D., & Schubert, C.A. (Eds.). (2015). The Sequential Intercept Model and Criminal Justice: Promoting Community Alternatives for Individuals with Serious Mental Illness. New York: Oxford University Press. DOI: 10.1093/med:psy ch/9780199826759.001.0001

## CURRENT STATUS: SIM WORKSHOP (GAP ANALYSIS)

Gaps identified by participants during the SIM Workshop are organized according to Intercepts as defined by the Sequential Intercept Mapping framework.

- **Intercept 0: Community-Based Crisis Services.** Existing crisis services have limited access due to exclusionary eligibility criteria, limited hours of operation, long wait times/waitlists due to being at capacity, and/or offer limited discharge planning and support.
  - **Intercept I: Law Enforcement/Emergency Services.** There are limited options and support for law enforcement officers and other emergency service providers for diverting individuals from CJ or the hospital-based ED. The key issue at this intercept is: Divert to Where?
  - **Intercept II: Initial Detention/Initial Court Hearing.** There are insufficient clinical services in the Detention Center to treat someone experiencing a mental health crisis, screening tools not fully consistent with best practices, and jail setting can exacerbate mental health symptoms.
  - **Intercept III: Jails/Courts (See Note).** There is limited physical space in the Detention Center for additional programming, and no designated housing for persons with mental illness and/or substance use diagnoses. There is potential to increase referrals and clinical support for Outreach Court and Community Resource Court and thereby allow for more individuals to receive assistance.
  - **Other Considerations:** There is a need to increase availability of Medication Assisted Treatment (MAT) for persons released from CJ involvement; ensure a cross-systems endeavor (e.g., BH, jail/prison, homeless services, courts, police, social services, consumers, family members, advocates); expand peer support to promote recovery; and facilitate transition to appropriate services in the community.
- Note:** New Orange County Detention Center due to open soon will address many gaps identified during the April 2019 Workshop.

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## CURRENT STATUS: LOCAL STAKEHOLDERS (OVERVIEW)

- In addition to the gap assessment and action plan provided by the SIM Workshop, the subcommittee examined in detail the needs of stakeholders in Orange County.
- Subcommittee membership itself includes representatives of key stakeholder groups involved in Orange County crisis services: emergency medical services, existing clinical services including UNC Hospitals, law enforcement, courts, and jail.
- Working with stakeholder representatives, we examined crisis situations that arise in Orange County and used these to further identify the services and facility attributes that are absent and that if they existed would:
  - Enhance crisis response to better serve individuals by providing quality care in the most appropriate setting
  - Benefit stakeholders who engage individuals in crisis on a daily basis in Orange County by facilitating alternative responses that save these stakeholders time and dollars and result in better outcomes for all involved.
- This stakeholder input enriches our understanding of the gaps that exist in existing crisis services thus augmenting the findings of the SIM Workshops.

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## CURRENT STATUS: LOCAL STAKEHOLDER (GAP ANALYSIS)

- Several factors limiting effective, comprehensive crisis response in Orange County have been identified by the local stakeholder analysis. Existing services are limited by one or more of the following:
  - Do not provide a no refusal intake for law enforcement or emergency services.
  - Do not integrate well with CJ diversion programs.
  - Do not meet all needs due to extensive exclusionary criteria.
  - Do not provide an appropriate setting for BH crisis care (not the least restrictive setting).
  - Do not have the capacity to provide readily-available clinical services for CJ proceedings.
  - Do not serve incarcerated individuals due to billing restrictions.
  - Do not always provide peer support or case management follow up.
  - Do not always provide adequate discharge planning (fail to facilitate warm handoff to community treatment and/or social services).
  - Do not have the capacity to facilitate holistic support (recognize all determinants of health).
  - Do not offer immediate access to MAT.
  - Only Freedom House and the UNC ED allow access by the public on a 24/7/365 basis, and services are often at or over capacity.
  - Limited resources for people who are indigent and uninsured.

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## BEST PRACTICES: OPPORTUNITIES FOR IMPROVEMENT (LITERATURE)

### Literature Review

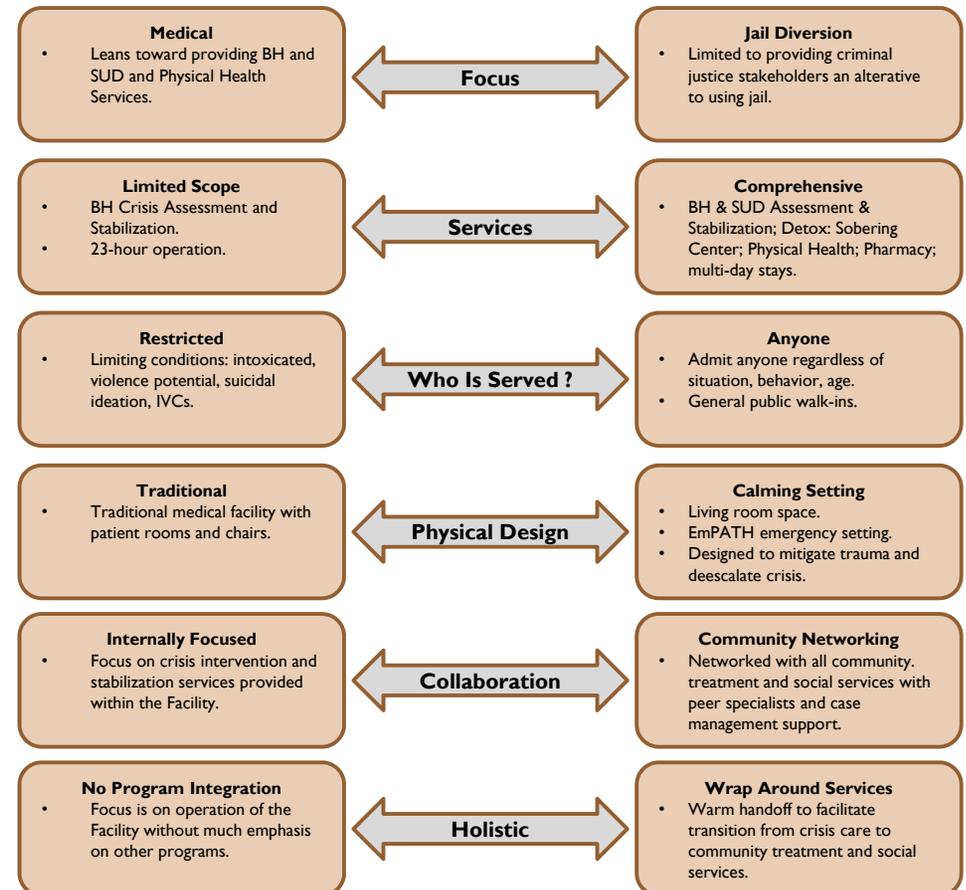
- Currently there are no national standards for crisis services such as those existing for medical services (e.g., EMS).
- Existing literature points to an emerging framework for defining crisis services.
- There is an enormous body of literature that points to evidence-based practices that can be adopted and tailored to Orange County.
- Two references are key to our work are:
  - *The Sequential Intercept Model.*
  - *National Guidelines for Crisis Care: A Best Practice Toolkit.*

### Elements of Current Best Practices

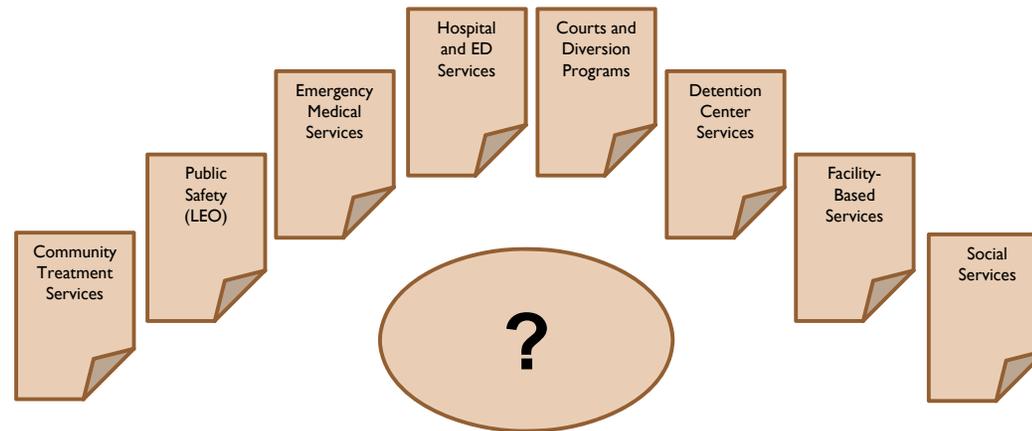
- Clear Objective.
  - Embrace the objective of diverting individuals in crisis away from traditional ED and jails
  - Support this objective with dedicated facilities and programs.
- Anyone, Anytime, Anywhere.
- Community-wide Collaboration.
- Calming Environment.
- Network with Community Treatment Providers.
- Holistic Wrap Around.
- Warm Handoffs and Case Management/Peer Specialist Support.
- Continuous Improvement.

## BEST PRACTICES: OPPORTUNITIES FOR IMPROVEMENT (U.S. FACILITIES)

- In addition to the literature review, we researched existing programs and facilities.
- There are scores of existing programs and facilities across the U.S.
- Subcommittee members interviewed representatives of a dozen operating and planned facilities.
- This review includes two important N.C. facilities:
  - Wakebrook (Wake County, Raleigh).
  - C3 356 Comprehensive Care Center (Buncombe County, Asheville).
- Figure on right illustrates the wide variation in facilities across six dimensions.
- **Exhibit B** contains more complete summary of best practices findings.

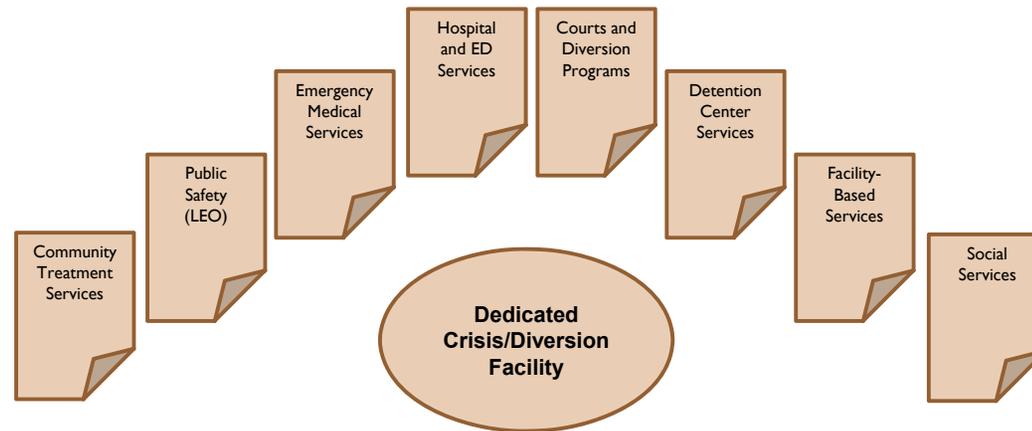


## RECOMMENDATION: FOCUSING ON THE NEED



- *Recap of Current Situation and Opportunities for Improvement.*
  - Multi-year series of actions in Orange County from 2015 to 2020.
  - *SIM Workshop* gap assessment: focused on needs at the intersection of BH and Orange County criminal justice.
  - Stakeholder Analysis: focused on local needs identified by those engaged in BH clinical services and criminal justice in Orange County.
  - Best Practices: literature review.
  - Best Practices: review of existing U.S. and N.C. programs and facilities.

## RECOMMENDATION: ESTABLISH A DEDICATED CRISIS/DIVERSION FACILITY



**We recommend Orange County enhance its crisis system by establishing a dedicated Crisis/Diversion Facility to deliver BH crisis services/criminal justice diversion.**

- Recommended Facility will enhance Orange County’s crisis care and complete a continuum of care resulting in benefits for patients, clinical/criminal justice stakeholders, and community at large.
- Facility will provide clinical and criminal justice-related services and will network with existing programs/services.
- Facility will provide services that currently do not exist for clinical care and serve as a default destination for law enforcement and EMS for diverting individuals in crisis.
- The Facility will build on and integrate with current capacity and strengths – it will not duplicate or replace existing services/programs.

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## RECOMMENDATION: SCOPE AND FUNCTION

- Some 50 services/facility attributes have been specified to define the scope and function of the recommended Facility. Implementing these recommendations will establish services that do not currently exist thus enhancing crisis services and benefiting all involved in crisis care.
- In summary, recommended Facility:
  - Offers immediate clinical services for assessment, stabilization, and treatment for patients experiencing BH crisis (mental illness and substance use disorders) in a more appropriate/least restrictive setting (compared to hospital-based services or jail).
  - Makes referrals to community treatment and social services with warm handoff supported by case manager and/or peer support specialist facilitating transition of individuals from crisis care to community-based treatment.
  - Allows access for walk-in patients on a 24/7/365 basis.
  - Provides law enforcement and emergency medical services with a default destination and operates without restrictive entry or exclusion criteria (e.g., accepts under the influence, IVC, agitated, suicidal).
  - Provides criminal justice stakeholders with clinical assessment services and a facility to offer the most appropriate care for justice-involved individuals in the least restrictive setting possible.
- The next four pages provide a detailed list of specifications for the recommended Facility in four categories:
  - Criminal Justice
  - Clinical Services
  - Community Treatment and Social Services Networking
  - Physical Attributes of the Facility.

## RECOMMENDATION: SCOPE AND FUNCTION (CRIMINAL JUSTICE)

- On-site LE personnel to maintain facility security.
- Locked, secure facility space available.
- On-site security personnel to maintain safe environment and provide readily available transportation for patients in custody, act as courier for IVC and other court paperwork to and from Facility.
- On-site presence (or video conference link) for criminal justice stakeholders (e.g., Magistrate, District Attorney, Public Defender, courts/judges, clinical social worker).
- On-site security to temporarily board patients who are in custody (e.g., transfers from jail).
- FIT (Formally Incarcerated Transitions) program liaison.
- Readily available transportation for IVC patients. Recommend hybrid model based on assessed need of patient to include private car, ambulance, or law enforcement.
- Clinical assessment services for Magistrate & court processes.
- Clinical services for individuals who are in custody (temporary transfers from detention facility) or awaiting other court processing/hearing.
- No refusal admission for law enforcement and emergency medical services (24/7/365) including individuals who are agitated or under an IVC order.

## RECOMMENDATION: SCOPE AND FUNCTION (CLINICAL SERVICES)

- BH urgent care (24/7).
- Serve short-term IVC patients.
- Emergency SUD treatment services (24/7).
- Non-hospitalization detoxification services.
- Urgent Medical Care Services (to allow non-life-threatening conditions to be treated at Facility)
- On-site pharmacy services to support stabilization and initial treatment. Serve patients in Facility.
- Point of Care Testing (quick turnaround laboratory services). Serve patients in Facility.
- Capacity to manage individuals who are agitated, but do not require secured space and restraints.
- Referral and transportation to hospital and other treatment facilities (after dropping off by LE/EMS).
- Serve individuals with special needs (e.g., IDD).
- Peer support specialists.
- Multi-day temporary boarding pending transfer: that is, bridging crisis management and community treatment.
- On-site pharmacy services to allow patient to be discharged with medication.
- Third-party laboratory with available, expedited courier service. Serve patients in Facility.
- Services for adolescent patients (16- and 17-year-old).
- Walk-in Services for general public (24/7/365).
- Short-term ambulatory treatment services (e.g., non-medical detox) to facilitate stabilization prior to discharge.
- Initiate MAT treatment in anticipation of transfer to community treatment provider.

## RECOMMENDATION: SCOPE AND FUNCTION (COMMUNITY SERVICES NETWORKING)

### ▪ **Community Treatment Services Networking**

- Provide information about all community treatment services (for all conditions) where Facility is well integrated with community providers.
- Referral to out-patient/in-patient BH treatment services.
- Referral to out-patient/in-patient SUD treatment services (e.g., Freedom House, MAT, ADATC).
- UNC Hospital referral liaison (facilitate transfer of patients needing higher level of care without involvement of LE or EMS who may have brought patient to Facility).
- Patient transfer to other treatment facilities (e.g., UNC Hospitals, detox facilities).
- LME/MCO liaison.
- Warm handoff to community treatment services with support from peer specialist and/or case manager.

### ▪ **Social Services Networking**

- OC Partnership to End Homelessness and Housing Access (via OC Housing Helpline).
- Liaison for NAMI programs.
- Health insurance enrollment liaison including legal representation.
- Provide information about and a warm handoff to the existing network of social services with peer specialist support.
- Transportation assistance.

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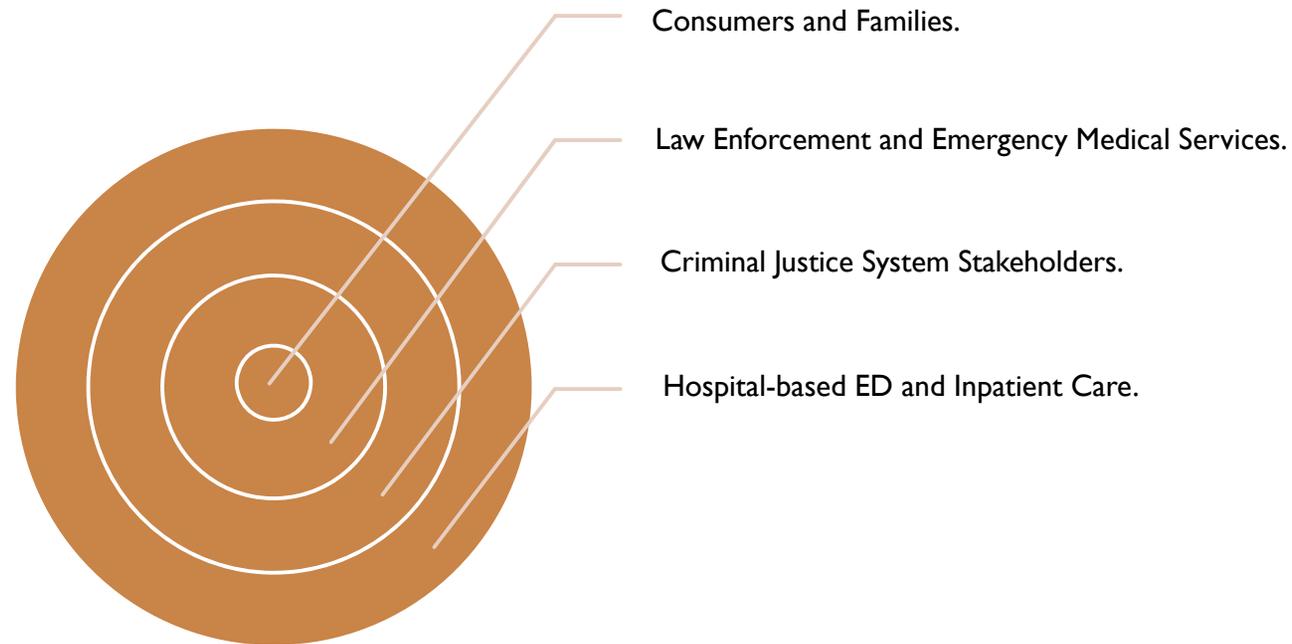
## RECOMMENDATION: SCOPE AND FUNCTION (FACILITY ATTRIBUTES)

- Dual entry (dedicated entry) for LE and EMS.
- Calming area or living room setting.
- Rooms/beds for agitated patients.
- Space for law enforcement and emergency medical personnel.
- Video conference facility to provide access to magistrate.
- Video conference room for robust link between Facility and Magistrate, Courts, District Attorney.
- On-site criminal justice space to support criminal justice stakeholders.
- Short-term boarding space for patients awaiting transfer to third party community service.
- Dedicated space/rooms for patients housed in Facility in lieu of jail.
- Short-term boarding space for patients awaiting IVC or other hearing.
- Adolescent (16- and 17-year-old) clinical space.
- Call center coordination including 911, EMS, LE/Crisis Units, Hospitals.
- Space for resource library (references and information related to treatment services, social services, and related programs that are available to Orange County residents).

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## POTENTIAL BENEFITS

- The recommended Facility will fulfill the primary goal established by the BHTF in response to the SIM Workshop and based on the work of the Crisis-Diversion Facility Subcommittee: divert individuals experiencing a BH crisis from either jail or ED. Accomplishing these goals will result in an important set of benefits that will accrue to a broad cross-section of Orange County. These benefits fall into four categories.



## POTENTIAL BENEFITS: CONSUMERS AND FAMILIES

Stakeholder	Projected C-D Facility Patient Demand						
	MH	Suicide	SUD	Comm (Note 1)	Homeless (Note 2)	CJ (Note 3)	Total
EMS	20	--	48	..			68
Chapel Hill PD	8	3	5	8			24
Carrboro PD	3	1	2	2			8
Hillsborough PD	3			1			4
OC Sheriff	8	2	4	6			20
All Orange County LE					3		3
OC CJ/Detention Center						8	8
Magistrate/Courts				116			116
UNC Hospital ED	22	1	4	0			27
<b>Total Cases Per Month</b>	<b>64</b>	<b>7</b>	<b>63</b>	<b>133</b>	<b>3</b>	<b>8</b>	<b>278</b>

The table above shows projected long-term average monthly crisis episodes expected to be served by the recommended Facility based on current Orange County data (**Exhibit C**).

**Note 1.** Comm refers to commitments: All IVCs are recorded under *Magistrate/Courts*. Other commitments (e.g., voluntary, emergency medical) are recorded under the various law enforcement agencies. **Note 2.** Homeless relates to 911 calls associated with homeless individuals involving trespass or disturbances and are record for *All Orange County LE*. **Note 3.** Includes episodes involving justice-involved individuals or clinical assessments for court proceedings.

## POTENTIAL BENEFITS: CONSUMERS AND FAMILIES (CON'T.)

- **Persons Served. There is a definite benefit that accrues to individual as indicated by the projected number of crisis episodes.**
  - The number of individuals projected to be served by the Crisis-Diversion Facility is estimated to be approaching 300 cases per month.
  - A sensitivity analysis indicates that the number of individuals served could range from 255 to 305 per month. The detailed breakout of the midpoint by type of episodes that could be served by the recommended Facility is shown on the previous page.
  - The range reflects various assumptions about the effectiveness of diversion policies, procedures, and practices in LE, EMS, UNC Hospital, Jail, and the needs of CJ proceedings.
  - Walk-ins services could increase the number of individuals served above those noted above.
- **Walk-in Services.** Providing services on a walk-in 24/7/365 basis offers help before a crisis escalates to emergency services.
- **Access to Immediate Clinical Services.** Individuals in BH crisis receive immediate access to assessment, stabilization, and treatment services for a broad range of MH and SUD conditions.
- **Transitions.** Facilitating transition of individuals from crisis care to community-based treatment with adequate discharge planning including referrals and bridging services provides the best chance of achieving success in terms of long-term outcomes for individuals in need.
- **Warm Handoffs.** Individuals leaving Facility are supported by a warm handoff: support of case manager and/or peer support specialist.
- **Holistic Support.** Support for the whole person facilitates connecting individuals in need with social services thus increasing chance of recovery and minimizing repeat crises.
- **Information and Guidance.** Helps consumers cut through fog of obtaining BH services often experienced by individuals, families, and friends trying to get help.

## POTENTIAL BENEFITS: LAW ENFORCEMENT AND EMERGENCY MEDICAL.

- **Reduced Burden on LE and Emergency Medical Services.** Facility will operate with a no wrong door approach; that is, it will be a default, no refusal intake option for law enforcement. LE and EMS stakeholders will be able to collaborate with clinicians to deliver services without restrictive entry or exclusion criteria thus transitioning individuals to crisis care in lieu of ED or jail. This approach answers question of *Divert to Where?*
- **Cost Savings.** EMS and LE personnel responding to calls involving a BH crisis will spend less time in the field determining an appropriate response and less time at the Facility (less than 15-minutes) compared to either the ED or magistrate/jail. Such an approach will free up personnel and equipment to respond to other community needs.
- **Supports Public Safety Reforms.** Aligns with Governor's Task Force for Racial Equity in Criminal Justice (December 2020) by establishing a dedicated Facility that provides a resource for Orange County to support implementation of key recommendations of the Task Force. As noted above providing a No Wrong Door answers the question of *Divert to Where?* thus supporting the following Task Force recommendations:
  - Task Force Recommendation: Reimagine public safety and reinvest in communities.
    - Solution #1: Respond more appropriately to situations concerning mental illness, autism, intellectual disabilities, substance abuse, homelessness, and other nonemergency situations.
  - Task Force Recommendation: Promote diversion and other alternatives to arrest.
    - Solution #16: Establish and expand access to diversion programs.
    - Solution #17: Treat addiction as a public health crisis, including substance use addictions that disproportionately impact black and brown communities, such as crack cocaine.

## POTENTIAL BENEFITS: CRIMINAL JUSTICE.

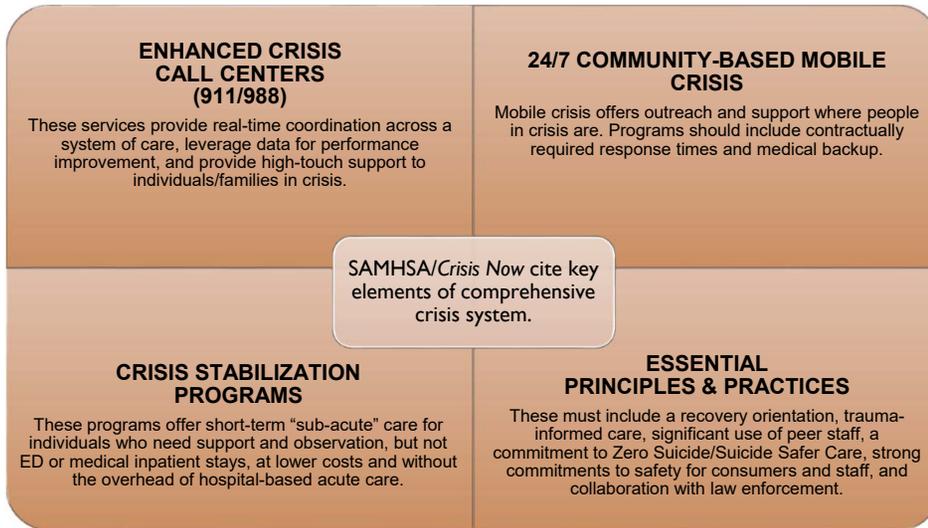
- **Orange County Diversion and Harm Reduction Programs.** The recommended Facility is aligned with Orange County's Commitment to diversions from criminal justice especially for individuals whose encounter with the criminal justice system is due to an underlying BH issue. The Facility will work with and enhance several programs:
  - Adult Pre-Arrest Diversion (OC PAD)
  - Pretrial Release
  - Drug Treatment and Community Resource Courts
  - Street Outreach, Harm Reduction and Deflection Program (SOHRAD).
- **Detention Center/OCSO.**
  - **Aligns with Stepping up Milestones.** Provides criminal justice stakeholders an alternative for treating individuals with BH concerns in an appropriate setting instead of jail. Aligns with Orange County Detention Center Stepping Up milestones by treating individual outside of jail setting.
  - **Provides Least Restrictive Setting.** Provides least restrictive setting for crisis care in a calming environment with case managers and peer specialists that can safely engage the individual in crisis. Individuals in custody are not transferred to other distant facilities nor require additional staff be brought in. Facility will supplement/coordinate with jail-based mental health and substance use programming.
  - **Aligns with New Detention Center.** Supports new programming in Orange County's new Detention Center. Also provides alternative destination for individuals in custody who are in need of BH services thus eliminating burden on OCSO to remain at hospital.
- **Courts/magistrate.** – Supports mental health/treatment courts and provides criminal justice stakeholders ready access to assessment services thus avoiding extending custody because individuals can receive crisis care in Crisis/Diversion Facility or treatment in appropriate community treatment facility; provides immediate access to crisis services for justice-involved individuals who are not incarcerated, but present to court with BH crisis; and provides Magistrate with resources to explore options for individuals in a BH crisis in lieu of CJ or jail.

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## POTENTIAL BENEFITS: HOSPITAL-BASED CARE

- **Reduces Use of Hospital Emergency Services.**
  - Studies have shown that absent a dedicated crisis facility, BH patients in crisis are treated in a hospital-based ED at greater rates than in communities with a dedicated crisis facility.
  - The ED is required to board patients waiting for admittance to inpatient beds or other residential services. This overloads ED and is a poor setting for patients waiting for care. Boarding times in ED vary from a few hours to a few days and for some cases much longer.
  - Having a dedicated crisis facility reduces burden on hospital-based ED, which is frequently at capacity. This allows ED to focus on patients who require hospital-based psychiatric emergency services and to maintain capacity for medical emergency escalations.
- **Inpatient Bed Utilization.**
  - Nationally, data show that once a patient is admitted to hospital-based ED, there tends to be a higher rate of inpatient bed utilization as compared to having access to a dedicated crisis facility.
  - A significant number of IVC patients can be treated in a dedicated crisis facility instead of requiring use of ED. If eventual transfer to inpatient or residential care is required, the Crisis-Diversion Facility will provide quality care in an appropriate setting at lower costs while awaiting transfer.
- **Clinical Care Costs Savings.**
  - SAMHSA 2020, discusses a model developed by *Crisis Now* for comparison of clinical care costs in communities without a comprehensive crisis system (reliance on ED and inpatient beds) vs. communities with comprehensive crisis system (including a dedicated crisis facility).
  - The *Crisis Now* analysis indicates that costs associated with hospital-based care can be reduced on the order of 50%.

## RELATED CONSIDERATIONS.



There are other elements of a crisis system that deserve consideration in conjunction with creation of a Crisis/Diversion Facility (Re. SAMHSA 2020 and Crisis Now). Subcommittee addresses bottom two.

- Some components of a comprehensive crisis system are outside the scope of the subcommittee; however, they appear in the best practices literature and are mentioned here because they are integral components of a crisis system and do not currently operate in Orange County.
  - **Enhanced Call Center:** Coordinate crisis hot lines including 911/988 to centralize crisis calls, provide for an on-line engagement and response, and guide crisis response assets.
  - **Enhanced Crisis Response:** Create a 24/7/365 community-based mobile crisis response units that operates throughout Orange County and respond in lieu of law enforcement, where appropriate. In addition, ensure law enforcement have trained mental health teams or crisis units.
- While all elements of a comprehensive crisis system are important, action or inaction on other elements does not negate or reduce the need to move forward with recommended Facility.

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## NEXT STEPS

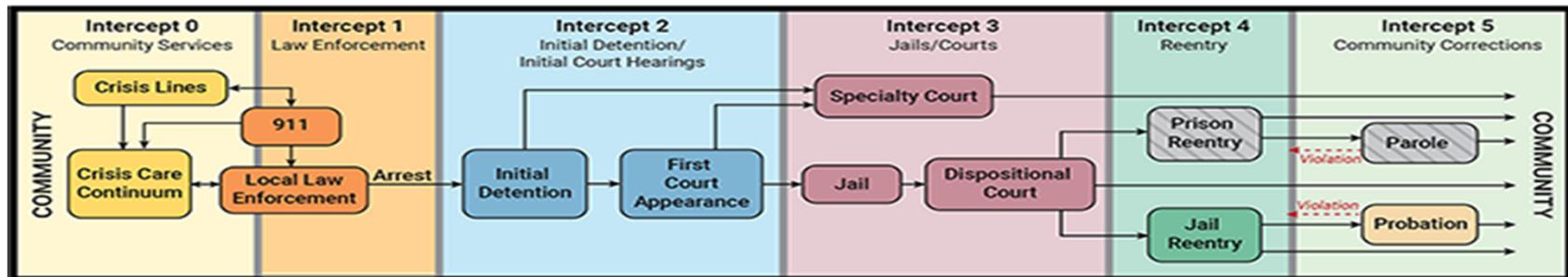
- The BOCC is being asked to endorse the recommendation presented in this report. This is an important, but preliminary step toward realization of the ideas contained in this recommendation. Additional work is needed to advance the project to an operating Facility in Orange County. The next steps are outlined below.
  - **Risk Mitigation.** Compile additional data and conduct additional studies to reduce the uncertainty in current projections of the number and type of patients who will be served by the Facility, refine estimates of costs and benefits, and identify/evaluate funding options.
  - **Design.** Conduct a preliminary design of Facility space to provide a proper basis for a financial assessment. This will include identifying and assessing potential locations for the Facility.
  - **Licensing and Staff Planning.** Identify licensing options/requirements, associated staff plan and Facility attributes, insurance billing policies and practices, and identify/evaluate potential Facility operators.
  - **Governance.** Determine and assess options regarding ownership and governance for the Facility.
  - **Policy/Procedures.** Identification of needed policy and procedure enhancements for all stakeholders to ensure county-wide collaboration leading to realizing the Facility's full potential.
  - **Projected Savings.** Develop/refine projection of savings that may accrue due to reduced clinical and criminal justice burden.
  - **Sources and Uses of Funds.** Project capital/operating budgets for Facility. Identify/assess funding arrangements for the first five years of operation including local government, state government, LMEs/insurance, and private philanthropic organizations.
  - **Road Map.** Develop an implementation plan or road map for establishing an operating Facility in Orange County in an expedited manner.

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## EXHIBITS

- **Exhibit A.** SIM Workshop
  - Sequential Intercept Mapping Framework
  - Orange County SIM Map
  - Existing Orange County Resources
- **Exhibit B.** Best Practices Review
  - Literature Review
  - U.S. Programs and Facilities
  - Key Findings
- **Exhibit C.** Orange County Data Sources and Notes

## EXHIBIT A. SIM WORKSHOP: FRAMEWORK

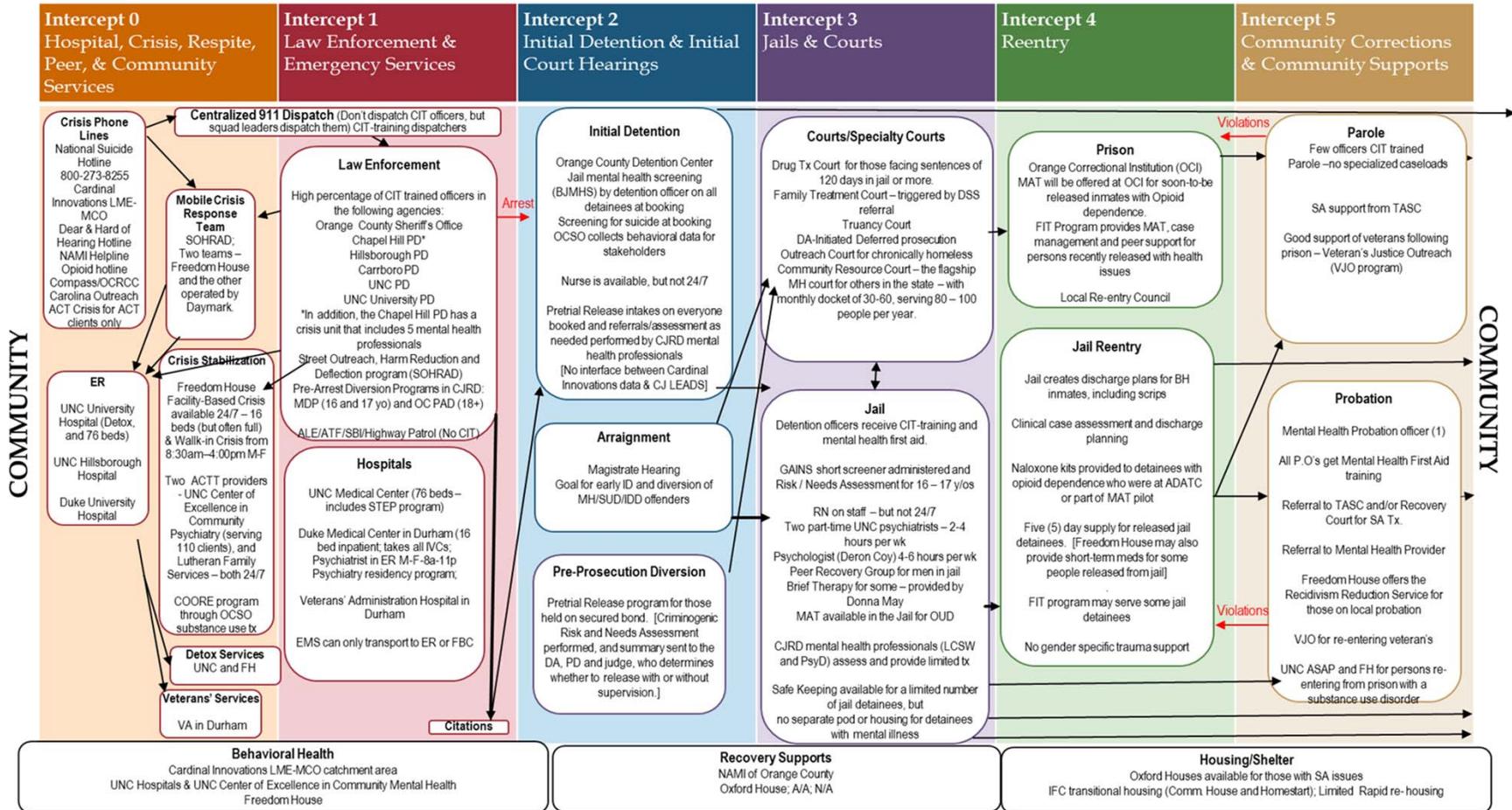


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- The Sequential Intercept Mapping Framework (Griffin, et. al.) is organized as illustrated above. Workshop output is organized according to these intercepts. Orange County map completed during the workshop is presented on next page.
- The workshop participants noted that Orange County is fortunate to have a number of existing programs and services that provide a solid basis upon which to build. These are summarized in the following pages and are organized by Intercept.
- The main body of this report summarizes the gaps identified by Workshop participants. Filling these gaps both creates new services that do not exist currently and leverages existing services to achieve better outcomes for individuals in crisis and for stakeholders engaged in providing public safety/emergency, clinical, and criminal justice services.

Griffin, P.A., Heilbrun, K., Mulvey, E.P., DeMatteo, D., & Schubert, C.A. (Eds.). (2015). The Sequential Intercept Model and Criminal Justice: Promoting Community Alternatives for Individuals with Serious Mental Illness. New York: Oxford University Press. DOI: 10.1093/med:psy ch/9780199826759.001.0001

# EXHIBIT A. SIM WORKSHOP: ORANGE COUNTY MAP



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## EXHIBIT A. SIM WORKSHOP: EXISTING RESOURCES

### Intercept 0. Existing Community Resources

- Orange County has a range of crisis services at the community level, including:
  - One limited mobile crisis team operated by Freedom House Recovery Center.
  - Facility-Based Crisis Services (with limiting eligibility criteria) at Freedom House Recovery Center.
  - A suicide hotline / veteran's suicide hotline.
  - NAMI NC Helpline.
  - A deaf and hard-of-hearing lifeline.
  - Opioid hotline.
  - Cardinal Innovations 24/7 call center.
  - Carolina Outreach Behavioral Health Urgent Care.
  - Chapel Hill Police Crisis Unit staffed with mental health professionals.
  - Compass Center 24/7 Domestic Violence Hotline.
  - Crisis intervention services 24/7 for Assertive Community Treatment Team clients.
  - EMS Community Paramedics.
  - Street Outreach, Harm Reduction, and Deflection Program (SOHRAD).

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## EXHIBIT A. SIM WORKSHOP: EXISTING RESOURCES (CON'T)

### **Intercept I. Existing Law Enforcement Resources**

- There are six local law enforcement agencies serving Orange County, the largest of which are the Orange Sheriff's Office and the Chapel Hill Police Department. Others include the Hillsborough Police Department, Carrboro Police Department, UNC Campus Police Department, and the UNC Hospital Police Department. All these law enforcement agencies participate in their local Crisis Intervention Training (CIT) programs.
- Orange County's law enforcement agencies have implemented several innovations at Intercept I, including:
  - Chapel Hill Police Department's Crisis Unit staffed with mental health professionals.
  - CIT training specific for the youth population.
  - Josh's Hope Foundation – to register persons with mental illness with law enforcement.
  - CIT training for EMS community paramedics.
  - Provision of Mental Health First Aid and CIT training to Orange County Detention Center officers.
  - Community Paramedics.

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## EXHIBIT A. SIM WORKSHOP: EXISTING RESOURCES (CON'T)

### **Intercept II. Existing Resources for Initial Detention/Initial Court Hearings**

- Individuals may be deflected from the justice system through the Pre-Arrest Diversion Program (OC PAD) and SOHRAD.
- Brief Jail Mental Health Screen is used to identify those with potential mental health issues upon booking. Those who screen positive are referred to the Detention Center medical staff for further evaluation.
- Screening for suicide risk also occurs at booking.
- Screening for other medical conditions, such as substance use history, also occurs at booking. A nurse is in the jail to provide medical care, but not 24/7.
- The Pretrial Release Case Manager completes an intake with each person in the Detention Center on the first business day after they have been arrested.
- A Pretrial Risk and Needs Assessment is also completed for everyone with a first appearance hearing. Individuals with behavioral issues are identified in these intakes and information is shared with mental health professionals at the CJRD, who follow up accordingly.

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## EXHIBIT A. SIM WORKSHOP: EXISTING RESOURCES (CON'T)

### Intercept III. Existing Jails/Courts Resources

- Individuals in the jail needing medical or behavioral health treatment are provided treatment through the services of a nurse who is on staff.
- Two psychiatric residents who provide 2-4 hours of psychiatric services per week, and/or the jail psychologist who provides 4-6 hours of services in the Orange County jail per week.
- One full-time clinician in the CJRD provides therapeutic services to the jail population and one part-time psychologist in the CJRD provides clinical care to youth who are detained or at high risk.
- Josh's Hope Peer Recovery Program (Foundations for Hope) provides a substance use peer recovery group for men in jail.
- Post-Arrest Diversion may occur through a number of court initiatives including DA-Initiated Deferred Prosecution and
  - Community Resource Court.
  - Adult Recovery Court.
  - Family Treatment Court.
  - Truancy Court.
  - Outreach Court.

## EXHIBIT B. BEST PRACTICES – LITERATURE REVIEW

- Articles and videos about crisis practices and programs in the U.S. were identified and reviewed.
- The publication entitled *National Guidelines for Behavioral Health Crisis Care – Best Practice Toolkit* published by Substance Abuse Mental Health Services Administration (SAMHSA 2020) is particularly relevant to the subcommittee’s work.
- This publication by SAMHSA incorporates many of the learnings reported in the literature and provides a comprehensive community guide to best practices in crisis and diversion programs.
- As stated in the Guide, it is intended to:
 

*... help mental health authorities, agency administrators, service providers, state and local leaders think through and develop the structure of crisis systems that meet community needs.*

### Key Elements from Best Practice Toolkit

- **Regional Crisis Call Center.** Regional 24/7 clinically staffed hub/crisis call center that provides crisis intervention capabilities.
- **Mobile Crisis Team Response.** Mobile crisis teams available to reach any person in the service area in his or her home, workplace, or any other community-based location in a timely manner.
- **Crisis Receiving and Stabilization Facilities.** Crisis facilities providing observation and crisis stabilization services to all referrals in a calming, non-hospital environment.

*Note: The third bullet is the immediate focus of the subcommittee, but the others are important as well.*

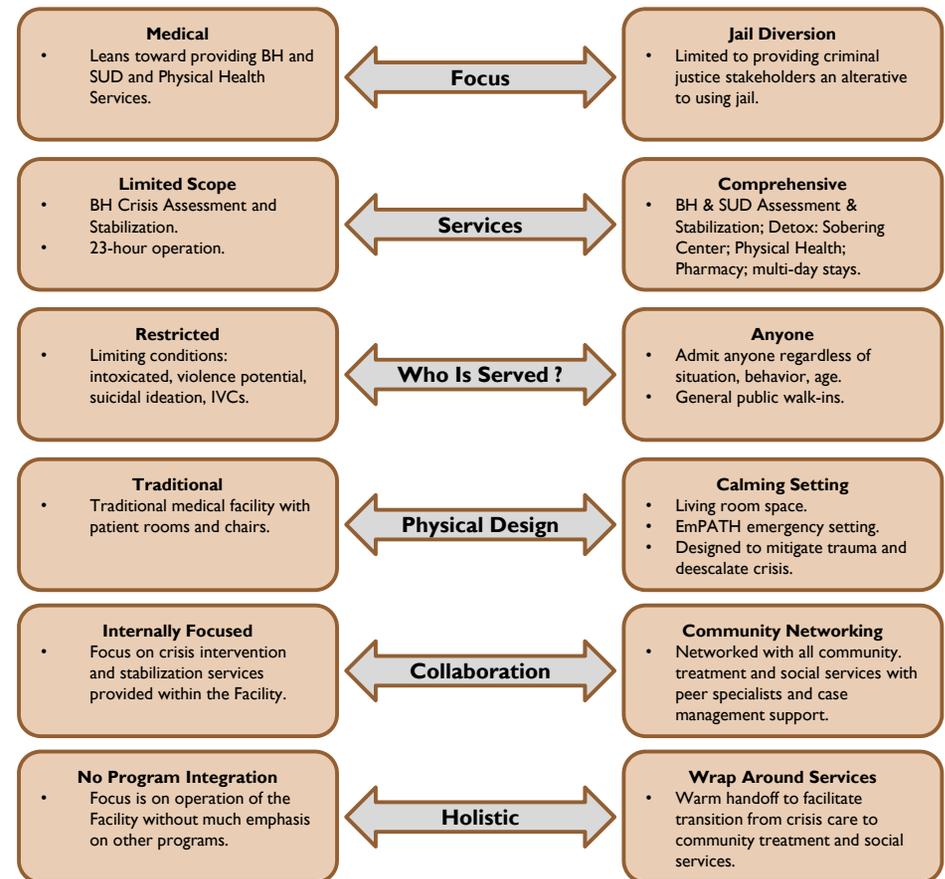
## EXHIBIT B. BEST PRACTICES – U.S. PROGRAMS AND FACILITIES

- The literature review is supplemented by direct interviews conducted by subcommittee members with representatives of operational and planned facilities.
- Selected programs in NC and elsewhere in U.S provide:
  - point of reference for the types of services that can be included in a crisis/diversion facility.
  - more complete understanding about how such facilities are integrated with a community's emergency and social services.
- Literature about these facilities was also reviewed.

Name of Facility or Program	Area Served
Alamance County Diversion Program (RHA Health Services) - Proposed	Alamance County, NC (Burlington)
C3 356 Comprehensive Care Center	Buncombe County, NC (Asheville)
Roberto L. Jimenez, M.D. Restoration Center (Division of Center for Health Care Services)	Bexar County, Tx (San Antonio)
Miami-Dade Criminal Mental Health Project (Miami Center for Mental Health and Recovery)	Dade County, FL (Miami)
Helen Ross McNabb Center, Diversion Program	Knoxville, TN
Freedom House and Freedom House-type Facility	Orange County NC; Forsyth County NC
Crisis Assistance Helping Out On The Street (CAHOOTS)	Eugene, OR
Connections Health Solutions - Crisis Response Centers	Phoenix and Tucson, AZ
UNC Wakebrook	Wake County, NC

## EXHIBIT B. BEST PRACTICES - U.S. PROGRAMS AND FACILITIES (CONTINUED)

- Crisis/diversion facilities and programs have been or are being developed in large and small communities and are geographically dispersed across the U.S.
- Among the facilities and programs included in our study, there are widely differing models; however, they share a common objective: divert individuals with MH and/or SUDS concerns from either a typical ED or jail.
- Figure to the right illustrates the variety in crisis/diversion facilities and programs across six dimensions.
- Each facility/program reflects the unique needs and priorities of the local community.



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## EXHIBIT B. BEST PRACTICES – FINDINGS

- **Objective.** Embrace the objective of diverting individuals in crisis away from traditional emergency departments and jails and support this objective with dedicated facilities and programs.
- **Anyone, Anytime, Anywhere.** Facility needs to accept:
  - anyone experiencing BH crisis regardless of situation (e.g., intoxication, violence potential, IVC, suicidal ideation, age)
  - anytime on a 24/7/365 basis (including walk-in services for individual needing crisis care who may be acting on their own or referred by their treatment provider, but who arrive on their own or with aid of family or friends)
  - anywhere the crisis is occurring (e.g., in homes, in public, in custody, in schools and universities).
- **Community-wide Collaboration.** Facilities alone are not sufficient. Facilities need to:
  - Integrate well with law enforcement and detention facility procedures to make it easy for the criminal justice stakeholders to access crisis services in lieu of emergency departments, arrest, and jail. This includes expedited intake (no refusal intake) and separate emergency services entrance.
  - Integrate well with community treatment facilities, hospitals, and all emergency services, including any new or expanding services, to better serve individuals and families involved in a BH (e.g., SMI, SUD) crisis.
  - Provide liaison to criminal justice processes (e.g., magistrate, district attorney, public defenders, courts, jail).

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## EXHIBIT B. BEST PRACTICES – FINDINGS (CONTINUED)

- **Scope of Services.** Provide comprehensive suite of services to address a broad range of BH (e.g., SMI, SUD) crises including assessment, stabilization, diagnosis, pharmacy, physical health urgent care, and resources to effectuate referrals to community treatment services and local hospital facilities and services.
- **Calming Environment.** Design facility to provide a calming environment (living room) with peer support counselors to reduce trauma and agitation of the person in crisis. May include emPath emergency room services.
- **Network with Community Treatment Providers.** Network with community treatment providers to provide information about and referrals to community-based treatment services and in-patient services as needed and facilitate a warm handoff to such services with case management and peer specialist support to ensure continuity of care.
- **Holistic Wrap Around.** Network with community social services. Provide warm handoff to both community treatment and social services: support for homelessness, employment, and access to support programs (e.g., NAMI, Club Nova) with appropriate support by case managers and peer support specialists. These warm handoffs ensure the individuals leave the facility with support to access and engage community services to address their BH and social service needs.
- **Continuous Improvement.** Develop performance objectives and metrics to ensure continuous improvement over time. The literature is continuing to evolve as are concepts of public safety. Any facility or program needs to learn by experience to improve public safety, criminal justice, and individual care outcomes.

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## EXHIBIT C: ORANGE COUNTY DATA SOURCES AND NOTES

### ▪ **Municipal Police Departments**

- Mental Health calls to 911 are taken from Orange County 911 records and reported separately for each Orange County law enforcement agency. Two types of episodes are included: those coded as MH-nonviolent and those coded as MH-violent. Examination of the potentially violent descriptions suggested that most of these episodes could be addressed at the recommended Crisis-Diversion Facility. Data were compiled for the last nine months of 2020.
- Disturbance/Trespass 911 calls associated with homelessness are recorded separately. Virtually all these calls involve Chapel Hill (87%) and Carrboro (8%). A small percentage of these may be transported to Crisis-Diversion Facility. These diversions may grow as programs to address homeless population evolve. Data were compiled for the last nine months of 2020.
- CHPD records were reviewed: data was compiled from *Chapel Hill Police Records Management System (RMS) for 2015 – 2020*.
- These records provide data on suicide and SUD episodes and for non-IVC commitments (voluntary and emergency medical).
- The CHPD data are used to make inferences for episodes in the other Orange County municipalities based on population. Currently, most of these calls result in transport to the UNC ED.
- Commitment episodes reported for LE agencies above do not include IVCs. All OC-initiated IVCs are reported under Magistrate.

### ▪ **Emergency Medical Services**

- EMS 911 calls were compiled from ESO data for three categories: MH-related (includes suicidal ideation), opioid-related, and alcohol-related for 2018 – 2020.
- Most episodes labeled as transported without sirens or lights can be diverted to Facility: less than 3-4% are too agitated to receive care at the Facility. These episodes do not include treated and released or AMA situations.

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## EXHIBIT C: ORANGE COUNTY DATA SOURCES AND NOTES (CONTINUED)

- **UNC Hospital ED**
  - Data compiled from UNC ED represent two quarters just prior to the distortions caused by COVID.
  - Potential diversions were identified from case records based on situations identified in the stakeholder analysis and reported as *self-arrivals*. Only the self-arrival episodes are included to avoid double counting LE and EMS episodes.
  - Self-arrival cases represent potential walk-in patients.
- **Courts**
  - IVCs
    - Magistrate records were compiled to identify IVCs initiated in Orange County for 2018 – 2020. All IVC episodes are included in the Magistrate account and not under law enforcement.
    - The majority of these IVC cases can be initially diverted to the Crisis-Diversion Facility.
  - Requests for clinical assessment services by the courts are estimated based on best judgement by professionals involved in court proceeding involving individuals with BH issues.
- **Detention Center**
  - Referrals from the jail population for treatment or observation in the Crisis-Diversion Facility are estimated based on best judgement by professionals experienced in providing BH services to this population.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS  
ACTION AGENDA ITEM ABSTRACT**  
**Meeting Date:** February 1, 2022

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

**SUBJECT:** Regulation of Large Gatherings

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**DEPARTMENT:** Board of Commissioners

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**ATTACHMENT(S):**

Memorandum  
Relevant Statutes  
Examples of Ordinances

**INFORMATION CONTACT:**

John Roberts, County Attorney, 245-  
2318

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**PURPOSE:** To receive information regarding a means of regulating large gatherings in Orange County.

**BACKGROUND:** The Board of Commissioners asked for information on how the County may regulate protests or large gatherings in Orange County. The attachments include a legal overview of the regulation of protests and gatherings that was previously provided to the Board together with examples of how other jurisdictions approach this issue and some relevant state statutes.

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

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

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

**RECOMMENDATION(S):** The Manager recommends the Board receive the information, discuss as appropriate, and provide comments and direction to staff.

Office of the County  
Attorney

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



TO: Board of County Commissioners  
Renee Price, Chair  
Jamezetta Bedford, Vice Chair  
Amy Fowler  
Sally Greene  
Jean Hamilton  
Earl McKee  
Anna Richards

FROM: John Roberts, County Attorney

DATE: October 28, 2021

RE: Authority to regulate protests and gatherings

Commissioner Hamilton requested information on how the County may impose regulations to prohibit violent or threatening behavior at rallies or protests. My response is below.

The First Amendment to the United States Constitution grants the right to “peaceably assemble.” Generally no rights granted by the Bill of Rights are absolute. The word “peaceably” clearly imposes a limitation on the freedom and right to assemble by requiring such assemblies be peaceful. Under this limitation law enforcement may intervene in any assembly that has become violent or poses an immediate threat to property or people. Some examples of an immediate threat include violent activities such as assaults and damage to property, and also blocking sidewalks and blocking roadways, but such blocking must go beyond simply inconveniencing pedestrians and slowing traffic. Immediate threats also do not include breaking up public assemblies because nonparticipants are annoyed or angry (*Coates v. City of Cincinnati*, 1971). It is generally accepted that subject to certain limitations governments may regulate the time, place, and manner of assemblies.

#### **Imminent Danger and Incitement of Lawlessness Restrictions**

In order to adopt legislation that addresses potential conduct at future assemblies the United States Supreme Court established a high standard for government officials, the “clear and present danger” standard. In addition to a legislation that addresses a “clear and present danger,” government may adopt legislation to address the “imminent incitement of lawlessness.” I will note that North Carolina law currently addresses both of these issues. The North Carolina statute is enforceable by any law enforcement officer having jurisdiction in the area of the incident.

#### **§14-288.2. Riot; inciting to riot; punishments.**

(a) A riot is a public disturbance involving an assemblage of three or more persons which by

disorderly and violent conduct, or the imminent threat of disorderly and violent conduct, results in injury or damage to persons or property or creates a clear and present danger of injury or damage to persons or property.

(b) Any person who willfully engages in a riot is guilty of a Class 1 misdemeanor.

(c) Any person who willfully engages in a riot is guilty of a Class H felony, if:

(1) In the course and as a result of the riot there is property damage in excess of fifteen hundred dollars (\$1,500) or serious bodily injury; or

(2) Such participant in the riot has in his possession any dangerous weapon or substance.

(d) Any person who willfully incites or urges another to engage in a riot, so that as a result of such inciting or urging a riot occurs or a clear and present danger of a riot is created, is guilty of a Class 1 misdemeanor.

(e) Any person who willfully incites or urges another to engage in a riot, and such inciting or urging is a contributing cause of a riot in which there is property damage in excess of fifteen hundred dollars (\$1,500) or serious bodily injury, shall be punished as a Class F felon.

In addition, §14-277.2 prohibits the carrying or possession of dangerous weapons at a parade, funeral procession, picket line, or demonstration. It does not apply to individuals permitted to carry weapons such as through concealed carry firearm permits.

### **Time, Place, and Manner Restrictions**

The County may establish limitations on how, when, and where protests or assemblies occur. In order to impose time, place, and manner restrictions the restriction itself must be reasonable, viewpoint neutral, and narrowly tailored to serve a legitimate government interest with minimal imposition on constitutional rights.

Some examples of how these guidelines work in particular situations:

- **The public square.** In places that are traditionally considered “public forums” for free expression such as sidewalks, parks, and public squares there is limited authority to restrict gathering for the purpose of expression.
- **The courthouse steps.** Similar to the public square the steps of the courthouse is an area that is traditionally considered a public form for expression and gathering.
- **Size limits.** Size limitations on government sponsored events or on public gatherings when the limitations are temporary or of an emergency nature are generally permitted so long as the limitations are not based on the viewpoint of whatever expression is being promoted at the gathering. A federal district court struck down a local ordinance that limited the size of most public gatherings in a traditional public forum because it wasn’t narrowly tailored to serve a legitimate government purpose (*Housing Works, Inc. v. Safir, 2000*).
- **Permits.** Generally, local governments may require permits for demonstrations, parades, and other large gatherings. These permits may not impose unreasonable fees or create obstacles to viewpoint expression.
- **Curfews.** Local governments may also generally impose curfews during emergencies even as it relates to gatherings for the purpose of free expression.
- **Buffer zones.** Some buffer zone restrictions are permissible so long as they have no disparate impact on viewpoints. A buffer zone should exclude all entrants without regard to

the purpose for entry. A 2014 Supreme Court case overturned a buffer because while it prohibited one group of people from approaching someone within the buffer, others could approach that person (*McCullen v. Coakley, 2014*).

- **Declarations of emergency.** Chapter 166A of the North Carolina General Statutes grants both the state and local governments broad authority during declared emergencies. That authority includes limiting the size and location of gatherings.
- **Gatherings on County-owned or leased property.** The County may freely prohibit gatherings on most property owned by the County. Examples of property where gatherings may be completely prohibited are the lobbies of county buildings, office spaces, and other areas where the public has never been permitted to gather for the purpose of viewpoint expression. The exceptions to this include any County-owned property considered a traditional public forum such as the courthouse steps and the public square in Hillsborough where the old courthouse is located. The County may limit gatherings in areas that may be considered a limited public forum. An example of a limited public forum would be a solid waste convenience center where, in 2013, a former county manager allowed a group to protest with picket signs. This created a limited public forum and had another group with a differing viewpoint desired to protest in that location the County could not have prohibited that subsequent protest, but could have imposed reasonable limitations on it. The Orange County Facilities Use Policy generally controls public access to most County-owned or leased property, though it does not control County-owned property that is leased to or managed by a third party except as far as it is referenced in a management agreement or lease.
- **Gatherings on other public property.** The County may limit gatherings on other public property outside of municipalities such as streets and roadways, but for the most part only for the previously discussed reasons of “clear and present danger” and “imminent incitement of lawlessness.” As noted above these are addressed by state law.
- **Gatherings on private property.** A gathering on private property when the private property owner allows the gathering is generally not something the County may prohibit. The County may impose limitations on such private property gatherings in some circumstances such when a private property gathering presents a threat to the health, safety, and welfare of those present, or when the gathering presents a threat to the health, safety, and welfare of the general public in areas adjacent to the gathering. An example of a threat to the safety of those present at a private property gathering could include a large event in an unsafe structure. This type of gathering is generally regulated by fire and building codes enforced by the County.

Private property owners themselves are generally free to allow groups to gather on their property and to prohibit groups from protesting or gathering on their property. Similar to a limited public forum, however, once private property owners begin opening their property for public use, particularly gatherings and protests, the balance shifts towards the public’s right to use the property.

As discussed above there are situations in which an ordinance adopted by the Board may regulate gatherings. Any such ordinance must be reasonable, viewpoint neutral, and must be narrowly tailored to serve a legitimate government interest. Should the Board wish to further explore this type of ordinance a discussion may be scheduled at an upcoming work session.

## Relevant Statutes

### **§ 20-174.2. Local ordinances; pedestrians gathering, picketing, or protesting on roads or highways.**

- (a) A municipality or a county may adopt an ordinance regulating the time, place, and manner of gatherings, picket lines, or protests by pedestrians that occur on State roadways and State highways.
- (b) Nothing in this section shall permit a municipality or a county to impose restrictions or prohibitions on the activities of any of the following persons who are engaged in construction or maintenance, or in making traffic or engineering surveys:
- (1) Licensees, employees, or contractors of the Department of Transportation.
  - (2) Licensees, employees, or contractors of a municipality.

### **§ 153A-121. General ordinance-making power.**

- (a) A county may by ordinance define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the county; and may define and abate nuisances.
- (b) This section does not authorize a county to regulate or control vehicular or pedestrian traffic on a street or highway under the control of the Board of Transportation, nor to regulate or control any right-of-way or right-of-passage belonging to a public utility, electric or telephone membership corporation, or public agency of the State. In addition, no county ordinance may regulate or control a highway right-of-way in a manner inconsistent with State law or an ordinance of the Board of Transportation.
- (c) This section does not impair the authority of local boards of health to adopt rules and regulations to protect and promote public health.

### **§ 153A-129. Firearms.**

- (c) A county may regulate the display of firearms on the public roads, sidewalks, alleys, or other public property

### **14-277.2. Weapons at parades, etc., prohibited.**

- (a) It shall be unlawful for any person participating in, affiliated with, or present as a spectator at any parade, funeral procession, picket line, or demonstration upon any private health care facility or upon any public place owned or under the control of the State or any of its political subdivisions to willfully or intentionally possess or have immediate access to any dangerous weapon. Violation of this subsection shall be a Class 1 misdemeanor. It shall be presumed that any rifle or gun carried on a rack in a pickup truck at a holiday parade or in a funeral procession does not violate the terms of this act.
- (b) For the purposes of this section the term "dangerous weapon" shall include those weapons specified in G.S. 14-269, 14-269.2, 14-284.1, or 14-288.8 or any other object capable of inflicting serious bodily injury or death when used as a weapon.
- (c) The provisions of this section shall not apply to a person exempted by the provisions of G.S. 14-269(b) or to persons authorized by State or federal law to carry dangerous weapons in the performance

of their duties or to any person who obtains a permit to carry a dangerous weapon at a parade, funeral procession, picket line, or demonstration from the sheriff or police chief, whichever is appropriate, of the locality where such parade, funeral procession, picket line, or demonstration is to take place.

(d) The provisions of this section shall not apply to concealed carry of a handgun at a parade or funeral procession by a person with a valid permit issued in accordance with Article 54B of this Chapter, with a permit considered valid under G.S. 14-415.24, or who is exempt from obtaining a permit pursuant to G.S. 14-415.25. This subsection shall not be construed to permit a person to carry a concealed handgun on any premises where the person in legal possession or control of the premises has posted a conspicuous notice prohibiting the carrying of a concealed handgun on the premises in accordance with G.S. 14-415.11(c).

#### **14-288.2. Riot; inciting to riot; punishments.**

(a) A riot is a public disturbance involving an assemblage of three or more persons which by disorderly and violent conduct, or the imminent threat of disorderly and violent conduct, results in injury or damage to persons or property or creates a clear and present danger of injury or damage to persons or property.

(b) Any person who willfully engages in a riot is guilty of a Class 1 misdemeanor.

(c) Any person who willfully engages in a riot is guilty of a Class H felony, if:

(1) In the course and as a result of the riot there is property damage in excess of fifteen hundred dollars (\$1,500) or serious bodily injury; or

(2) Such participant in the riot has in his possession any dangerous weapon or substance.

(d) Any person who willfully incites or urges another to engage in a riot, so that as a result of such inciting or urging a riot occurs or a clear and present danger of a riot is created, is guilty of a Class 1 misdemeanor.

(e) Any person who willfully incites or urges another to engage in a riot, and such inciting or urging is a contributing cause of a riot in which there is property damage in excess of fifteen hundred dollars (\$1,500) or serious bodily injury, shall be punished as a Class F felon.

#### **§ 14-288.5. Failure to disperse when commanded a misdemeanor; prima facie evidence.**

(a) Any law-enforcement officer or public official responsible for keeping the peace may issue a command to disperse in accordance with this section if he reasonably believes that a riot, or disorderly conduct by an assemblage of three or more persons, is occurring. The command to disperse shall be given in a manner reasonably calculated to be communicated to the assemblage.

(b) Any person who fails to comply with a lawful command to disperse is guilty of a Class 2 misdemeanor.

(c) If any person remains at the scene of any riot, or disorderly conduct by an assemblage of three or more persons, following a command to disperse and after a reasonable time for dispersal has elapsed, it is prima facie evidence that the person so remaining is willfully engaging in the riot or disorderly conduct, as the case may be.

## Bladen County Anti-Picketing Ordinance

### Sec. 38-2. - Picketing.

☐ Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section in addition to the ordinary and plain English meaning of the word or phrase, and in the event of a conflict between this definition and the ordinary usage of the word, or phrase the meaning set out in this article, except where the context clearly indicates a different meaning:

Picket or picketing means to make a public display, act or action or a demonstration of sentiment for or against a person or cause, including protesting which may include standing, walking, parading, the distribution of leaflets or handbills, the display of signs and oral communication or speech, which may involve an effort to persuade or influence, including all expressive and symbolic conduct, whether active or passive, but by definition, does not cover social, random, or other everyday communications.

Sidewalk means that portion of the street right-of-way which is designated for the use of pedestrians and may be paved or unpaved and shall include easements and rights-of-way.

Street means the entire width between property or right-of-way lines of every way or place of whatever nature, when any part thereof is open to the use of the public as a matter or right, for the purposes of vehicular traffic, including that portion that is known as the shoulder of the roadway and the curb. The terms "highway" and "street" and their cognates are synonymous as used herein.

(Ord. of 1-7-2019(1); Ord. of 10-19-2020(1))

### ☐ Sec. 38-3. - Notice of intent to picket.

#### ☐ (a)

Notification required. The organizer of picketing or a picket activity or demonstration that the organizer knows, or should reasonably know, which will be by or involve a group of three or more individuals shall give written notice of intent to picket to the sheriff or designee at least three days, that is, at least 72 hours, before the beginning of the picket. The notice of intent to picket shall include the following information: (i) the name, address and contact telephone number for the organizer of the picket; (ii) the name, address and contact telephone number of the person giving notice of intent to picket if different from the organizer; (iii) the name of the organization or group sponsoring the picket; (iv) the location where the picket is to take place; (v) the date and time the picket will begin and end; and (vi) the anticipated number of participants, and the basis on which this estimate is made.

#### (b)

Receipt of notification. Upon notice of intent to picket given in accordance with subsection (a), the sheriff or designee shall issue a receipt of notice. The receipt shall contain all information stated in the notice. The organizer of a picket shall be responsible for maintaining the receipt, and shall present it when so requested by a law enforcement officer or a county or state official.

(Ord. of 1-7-2019(1); Ord. of 10-19-2020(1))

### ☐ Sec 38-4. - Picketing regulations.

☐ (a)

Picketing may be conducted on public sidewalks, any county-controlled park, or other county-owned exterior areas normally used or reserved for pedestrian movement, including easements and rights-of-way, but shall not be conducted on the portion of the public roadway used primarily for vehicular traffic or within 25 feet of a vehicular street or highway intersection, or (i) when a property has been otherwise reserved for private use; (ii) on a median strip; or (iii) at a location directed, focused, or targeted at a particular private residence.

(b)

Picketing shall not disrupt, block, obstruct or interfere with pedestrian or vehicular traffic or the free passage of pedestrian or vehicular traffic into any driveway, pedestrian entrance, or other access to buildings, which abut the public sidewalks or rights-of-way.

(c)

Written or printed placards or signs, flags, or banners carried by individuals engaged in picketing shall be of such a size and/or carried on the sidewalks or in or upon county-owned areas, as to allow safe and unobstructed passage of pedestrian or vehicular traffic. A staff or pole on which a sign, flag, or banner may be carried shall be made of corrugated material, plastic, or wood, and shall not exceed 40 inches in length and shall not be made of metal or metal alloy. If made of wood, the staff or pole shall be no greater than three-fourths inch in diameter at any point. A staff or pole must be blunt at both ends.

(d)

If more than one picketer or more than one group of picketers desire to picket at the same time at or near the same location, law enforcement officers may, without regard to the purpose or content of the message, assign each group a place to picket in order to preserve the public peace. Members of a group shall not enter an area assigned to another group. Priority of location shall be based upon which picketer or group of picketers arrived first.

(e)

Spectators of pickets shall not gather, congregate or stand within 25 feet of an intersection of a street or highway with another street or highway or in any manner physically interfere with individuals engaged in picketing. Picketers and spectators of pickets shall not speak fighting words or threats that would tend to provoke a reasonable person to a breach of the peace.

(f)

Picketers and picketing shall be subject to all applicable local, state and federal laws.

(g)

Nothing in this section prohibits a law enforcement officer from issuing a command to disperse in accordance with G.S. 14-288.5 in the event of a riot or disorderly conduct by an assemblage of three or more persons.

(Ord. of 1-7-2019(1); Ord. of 10-19-2020(1))

☐ Sec. 38-5. - Enforcement and penalties.

(a)

Neither the sheriff nor any county official shall have any discretion to prohibit picketing that complies with the provision of sections [38-2](#) through [38-5](#).

(b)

Arbitrary or discriminatory enforcement of sections [38-2](#) through [38-5](#) is prohibited and is itself a violation of this article.

(c)

It shall be unlawful for any person to violate any provision of sections [38-2](#) through [38-5](#). Any such violations shall be punishable as a Class 3 misdemeanor with a fine not to exceed \$500.00 in accordance with North Carolina Law.

(d)

This article shall in addition to the prescribed criminal penalties, and not in substitution thereof, be enforceable by the granting of immediate injunctive relief upon application by the sheriff or county attorney, showing a violation of this article any provision of sections [38-2](#) through [38-5](#).

(Ord. of 1-7-2019(1); Ord. of 10-19-2020(1))

## City of Graham Ordinance

### ARTICLE III. - CONGREGATING UPON STREETS AND SIDEWALKS

Sec. 18-69. - Assembling on streets.

It shall be unlawful for any person to hold any auction sale on any street, except at the courthouse, without permission of the police or the council, and it shall be unlawful to attract a crowd on any street, sidewalk or public thoroughfare so as to impede travel thereon, except where permitted by the city council and supervised by the police department.

(Code 1978, ch. F, art. I, § 13; Code 1983, § 12-66)

Sec. 18-70. - Public meetings—In fire limits.

Any outdoor public meeting, speech or gathering within the fire limits, as now or hereafter designated, shall be conducted on the inside of the Court Square closest to the courthouse.

(Code 1978, ch. F, art. III, § 2; Code 1983, § 12-67)

Sec. 18-71. - Same—Outside fire limits.

Any outdoor public meeting, speech or gathering outside the fire limits shall be conducted only on a sidewalk and at a minimum of 50 feet from any street corner, except where permitted by the city council and supervised by the police department.

(Code 1978, ch. F, art. III, § 3; Code 1983, § 12-68)

Sec. 18-72. - Same—Hours.

No person shall conduct any public meeting or deliver an address except between the hours of 6:00 p.m. and 9:00 p.m., Monday through Saturday.

(Code 1978, ch. F, art. III, § 5; Code 1983, § 12-69)

Sec. 18-73. - Speaker interfering with or annoying others.

No person speaking at any gathering under this article shall interfere with or permit members of said gathering to interfere with the orderly movement of vehicular and pedestrian traffic on the streets or sidewalks of the city. The speaker shall not become so loud in his speech nor violent in his movements as to annoy or frighten persons using the streets, sidewalks and/or adjacent properties.

(Code 1978, ch. F, art. III, § 4; Code 1983, § 12-70)

## City of Raleigh Ordinance

### ARTICLE C. - PARADES, DEMONSTRATIONS AND STREET EVENTS

☐

☐ Sec. 12-1051. - PERMIT REQUIRED.

☐ (a)

The term parade as used in this section is defined as an assemblage of two (2) or more persons participating in or operating any vehicle in any march, ceremony, show, exhibition or in any procession, promotion or objection of any kind in or upon the public streets, alleys, parks or other public grounds in any manner; provided, the term shall not include:

(1)

"Pickets," etc., as defined in [§12-1055](#);

(2)

Funeral processions;

(3)

Any governmental agency acting within the scope of its functions;

(4)

Bands or marching groups proceeding to an assembly point for participation in a parade; or

(5)

Footraces and bicycle races.

(b)

No parade shall be conducted on the public ways of this City and no person shall inaugurate, promote or participate in any such parade unless the parade is conducted in conformity with the requirements set out herein and unless a permit has been obtained from the Chief of Police or his designated representative.

(Code 1959, §21-31(a)(b); Ord. No. 1979-126, §1, 6-19-79)

State law reference: Authority to regulate parades, G.S. 160A-296.

☐ Sec. 12-1052. - PROCEDURES FOR OBTAINING PERMIT.

☐ (a)

Application for a parade permit shall be made in writing at least twenty-four (24) hours and no more than three hundred sixty-five (365) days before the time at which the parade shall be scheduled to begin and shall contain the following information:

(1)

The name, if any, of the organization or group sponsoring or proposing the parade;

(2)

The location or locations in the City where the parade is proposed to take place;

(3)

The date and hours for which permit is sought;

(4)

The name of the person applying for the permit;

(5)

Whether or not persons below the age of eighteen (18) years are expected to participate; and

(6)

The person or persons to be in charge of the activity and who will accompany it and carry permit at all times.

(b)

Upon receipt of an application properly completed and timely filed as hereinabove set out, the designated officer shall immediately issue a permit consistent with the standards prescribed herein. The permit shall contain all information stated on the application and shall be signed by the issuing officer.

(Code 1959, §21-31(c), (d); [Ord. No. 2014-343, §7, 9-16-14, eff. 9-21-14](#) )

☐ Sec. 12-1053. - STANDARDS FOR CONDUCT OF PARADES.

☐ The following standards shall apply to all parades conducted in the City:

(a)

No parade or part thereof may be conducted on the streets of the City between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.

(b)

Every parade shall follow a route approved by the City Manager or designee. The City Manager or designee shall approve no route which is incompatible with the preservation of public health, safety and welfare. The City Manager or designee's disapproval of a proposed route may be appealed to the City Council.

(c)

No one participating in a parade or proceeding along the route of a parade shall distribute therefrom any candy, cigarettes, prizes or favors of any kind.

(d)

No vicious animal whether leashed or unleashed shall participate in or proceed along the route of a parade.

(Code 1959, §21-31(e); Ord. No. 1980-346, §2, 4-1-80; Ord. No. 1989-304, §1, 2-7-89; [Ord. No. 2014-343, §§8—11, 9-16-14, eff. 9-21-14](#) )

☐ Sec. 12-1054. - REVOCATION OF PERMIT.

☐ The Chief of Police or his designated agent may revoke any permit granted for a parade if:

(a)

Any person violates the standards for the conduct of parades set out herein; or

(b)

Any participant in a parade fails to comply with the formation, terms and conditions set out in the application and permit or fails to comply with the terms of this section.

(Code 1959, §21-31(f))

☐ Sec. 12-1055. - PICKETING DEFINED.

☐ The terms picket, pickets and picketing as used herein are deemed to include "demonstrators," persons participating in vigils and any action primarily promoting or objecting to a policy upon those portions of the public ways not used primarily for vehicular parking and moving traffic and not constituting a parade.

(Code 1959, §15-35.1(j))

☐ Sec. 12-1056. - PICKETING PERMITTED; NOTICE OF INTENT AND RECEIPT REQUIRED.

☐ Peaceful picketing shall be permitted in the City provided the same is done under the following conditions:

(a)

No picketing shall be conducted on the public ways of this City and no person shall participate in the same unless notice of intent to picket has been given to the Chief of Police or his designated representative, and unless a receipt of such notice has been issued.

(b)

A group of ten or more persons shall give notice of intent to picket in writing and the notice given shall contain the following information. A group of fewer than ten persons may give written notice of intent to picket but is not required to do so.

(1)

The name, if any, of the organization or group sponsoring or proposing to picket unless the group indicates that it intends to picket anonymously, in which case no name is required;

(2)

The location or locations in the City where the pickets propose to assemble and demonstrate;

(3)

The date or dates on which the picketing is to occur;

(4)

The name of the person and organization giving notice of intent to picket unless the person or organization indicates that it intends to picket anonymously, in which case no name is required;

(5)

Whether or not persons below the age of eighteen (18) years are expected to participate; and

(6)

The person or persons to be in charge of the activity and who will accompany it and carry any receipt of notice at all times.

(c)

It is unlawful for any person to engage in picketing before or about the residence or dwelling of any individual.

(d)

Upon the giving of notice of intent to picket, properly completed as hereinabove set out, the designated officer shall immediately issue a receipt of notice. The receipt shall contain all information stated in the notice. Notice shall be given by the holder of a receipt of notice to the Chief of Police or his designated representative immediately upon the cessation of such picketing for a period of twenty-four (24) hours or more. Before resumption of picketing interrupted for any such period, a new notice shall be given and a new receipt issued.

(Code 1959, §15-35.1(a)—(c); Ord. No. 1990-504, §1, 3-7-90; Ord. No. 2006-977, §1, 3-7-06)

☐ Sec. 12-1057. - STANDARDS OF CONDUCT FOR PICKETING ACTIVITIES.

☐ (a)

Picketing shall be conducted only on portions of the public ways not used primarily for vehicular parking or moving traffic.

(b)

Pickets may carry written or printed placards or signs not exceeding thirty-six (36) inches provided the words used would not tend to incite violence.

(c)

If pickets promoting different objectives, causes, actions or policies desire to use a sidewalk that is already used for picketing, the Chief of Police or the Chief's designated agents shall allot a number of pickets promoting each objective, to use such sidewalk, on an equitable basis, proportionate to the number of objectives being promoted.

(d)

Pickets shall be restricted to the use of the outermost half of the sidewalk or other public way nearest the street and shall not at any time nor in any way obstruct, interfere with, or block: persons entering or exiting from vehicles; persons crossing streets or otherwise using the public way; the entrance or exit to any building or access to property abutting the street or sidewalk; a driveway serving any building or abutting property; or pedestrian or vehicular traffic.

(e)

No person observing, engaging in, or assisting in picketing shall bring to or allow to remain in the immediate area of picketing any vicious animal.

(f)

It shall be unlawful for a group of ten or more persons to picket without filing a notice as required herein.

(g)

The provisions of §§12-1055 through [12-1057](#) are mandatory, and not merely directory, and failure to comply with the provisions of these sections is hereby declared to be unlawful and punishable as provided by law.

(Code 1959, §15-35.1(d)—(i), (k)—(m); Ord. No. 2006-977, §2, 3-7-06; Ord. No. [2019-20](#), §1, 11-19-19)

☐ Sec. 12-1058. - INTERFERENCE WITH PICKETS PROHIBITED; POLICE AUTHORITY TO DISPERSE CROWDS; FAILURE TO LEAVE WHEN ORDERED DECLARED OFFENSE.

☐ (a)

It shall be unlawful for any person to physically interfere with pickets in the use of the sidewalk or to address profane, indecent, abusive, or threatening language to or at those pickets which would tend to provoke the pickets or others to a breach of the peace.

(b)

The police officers of the City may, in the event of the assemblage of persons in such numbers as to tend to intimidate pickets pursuing their lawful objective through numbers alone or through use of inflammatory words, direct the dispersal of persons so assembled and may arrest any person who fails to absent himself from the place of such assemblage when so directed by the police.

(c)

Whenever the free passage of any street or sidewalk in the City shall be obstructed by a crowd, whether or not the crowd assembles as a result of or in connection with picketing, the persons composing such

crowd shall disperse or move on when directed to do so by a police officer. It shall be unlawful for any person to refuse to so disperse or move on when so directed by a police officer as herein provided.

(Code 1959, §15-35.2)

☐ Sec. 12-1059. - FOOTRACES AND BICYCLE RACES.

☐ (a)

The term footrace as used in this section is defined as a group of three (3) or more runners or walkers competing against either each other or a time limit over a fixed course all or a part of which involves the use of City street right-of-way, City sidewalks, and greenways.

(b)

The term bicycle race as used in this section is defined as a group of three (3) or more bicyclists competing against each other or a time limit over a fixed course all or a part of which involves the use of City street right-of-way, City sidewalks, and greenways.

(c)

Application for a race covered by this section shall be made in writing at least one hundred twenty (120) calendar days before the time at which the race shall be scheduled to begin and shall contain the information outlined in the City Council's Special Event Policy. A race application may be accepted after this deadline only if allowed as a late application permitted under the City Council's Special Event Policy.

(d)

Upon receipt of an application properly completed and timely filed as hereinabove set out, the City Manager or designee shall issue a permit after the applicant has complied with all applicable requirements imposed in accordance with the City Council's Special Event Policy. The permit shall contain all information stated on the application and shall be signed by the City Manager or designee.

(e)

The following standards shall apply to all footraces and bicycle races subject to this section conducted in the City:

(1)

Every race shall follow a route approved by the City Manager or designee in accordance with the standards set out below.

(2)

The race applicant and all persons involved in conducting the race shall comply with all terms and conditions set out in the City Council's Special Event Policy and all terms and conditions contained in the permit issued for the race.

(3)

No one participating in a race or proceeding along the route of a race shall distribute therefrom any candy, cigarettes, prizes or favors of any kind.

(4)

No vicious animal whether leashed or unleashed shall participate in or proceed along the route of a race.

(5)

The organizer of an event subject to this section shall make provision for proper safety procedures at intersections and along other sections of the right-of-way. The location of the safety monitors shall be determined by the Chief of Police or his designee and the personnel shall be provided at no cost to the City. Personnel hired for such duties shall be sworn law enforcement officers certified by the North Carolina Criminal Justice Training and Standards Council.

(6)

The permit shall not be issued until the sponsor shall acquire sufficient insurance or approval by the City Attorney to indemnify the City for damages or liability which the City might incur.

(7)

The approval of any route shall be based on the safety of the participants and non-participants, the degree of disruption that the route will likely cause, the available access for cars and pedestrians, and the unique requirements of a specific event.

(8)

The City Manager or designee's disapproval of a proposed route may be appealed to the City Council. Appeals shall be made in person at a regularly scheduled City Council meeting at least three meetings prior to the proposed event date.

(Ord. No. 1979-126, §2, 6-19-79; [Ord. No. 2014-343, §12, 9-16-14, eff. 9-21-14](#) )

☒ Sec. 12-1060. - PROHIBITION OF FIREARMS AND DANGEROUS WEAPONS.

☒ (a)

It shall be unlawful for any person to possess on or about his person or vehicle any firearm or dangerous weapon of any kind, as defined below, whether exposed or concealed, while participating in any parade or any picketing.

(b)

It shall be unlawful for any person present at any parade or picketing or any person upon any street, sidewalk, alley or other public property within five hundred (500) feet of any parade or picketing, to possess on or about his person or vehicle any firearm or dangerous weapon of any kind, as defined below, whether exposed or concealed.

(c)

For purposes of this article, the term dangerous weapon shall be defined as any device or substance designed or capable of being used to inflict serious injury to any person or property; including, but not limited to: firearms, airguns, BB guns, pellet guns, knives or razors with a blade more than three (3) inches in length, metallic knuckles, clubs, blackjacks, nightsticks, dynamite cartridges, bombs, grenades, knives, explosives, molotov cocktails, and sword canes.

(d)

This section shall not apply to the following persons while acting lawfully and within the scope of their duties and authority:

(1)

Law enforcement officers,

(2)

Officers and soldiers of the armed forces, militia and national guard.

(Ord. No. 1980-346, §1, 4-1-80; Ord. No. 2011-989, §1, 12-6-11)

☐ Sec. 12-1061. - CLOSURE OF CITY STREETS FOR EVENTS.

(a)

A permit shall be issued by the City Manager or designee for the closure of any City street, sidewalk, or greenway in accordance with the requirements of the City Council's Special Event Policy. The permit will list all permitted activities as approved by the City Manager or City Council. The City Manager or designee's disapproval of a proposed closure may be appealed to the City Council. Appeals must be made in person before Council at a regularly scheduled meeting no later than 3 meetings prior to the event date.

(b)

The fees associated with special events regulated by the Special Event Policy shall be as indicated on the City of Raleigh Fee Schedule. Application fees are non-refundable and due when the application is submitted. Permit fees are paid once an application has been approved just prior to the issuance of the permit.

( [Ord. No. 2014-343, §13, 9-16-14, eff. 9-21-14](#) ; [Ord. No. 2019-949, §12, 6-4-19, eff. 7-1-19](#) )

## Wake County Ordinance

### § 93.01 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ACTIVITY CHAIRPERSON.** The person who is physically responsible for the conduct of the parade and the person to whom all notices and communications from the Sheriff may be given. The **ACTIVITY CHAIRPERSON**, or his or her designee, must be present and participate in the parade, or the parade permit is void.

**APPROVED LOCATIONS.** All county-owned property, property leased by the county, property exclusively controlled by the county and any portion of the state right-of-way of any road or highway within the county which:

- (1) Is not under the control of the state's Board of Transportation or of any municipality within the county;
- (2) The state's Board of Transportation has not promulgated or implemented regulations controlling or regulating pedestrian or vehicular traffic or parades; and
- (3) The Sheriff of the county, in accordance with the standards in this subchapter, determines it is reasonably safe for the participants of the parade, and can reasonably accommodate the ordinary needs and requirements of the community without destruction of property or injury to persons.

**PARADE.** Any parade, march, ceremony, pageant, promotion or procession of any kind in or upon any street, sidewalk, park or other public place.

**PARADE PERMIT.** A written authorization as required by this subchapter.

**PERSON.** Any person, firm, partnership, association, corporation, company or organization, formal or informal, of any kind.

**PICKETING.** The activity or circumstance whereby any person participates in any vigil, protest, observation or other action which primarily promotes or objects to a policy or action and occurs upon those portions of the public ways not used primarily for vehicular parking and moving traffic and which does not constitute a parade.

(1984 Code, § 2-12-16) (Ord. passed 6-2-1986)

### § 93.02 PERMIT REQUIRED; EXCEPTIONS.

(A) No person shall engage in, participate in, aid, form or start any parade unless a permit shall have been obtained from the Sheriff. No person may conduct or otherwise participate in any parade except during the times as the permit provides. Provided, that no permit shall be required for peaceful picketing where otherwise lawful and in conformance with the provisions of § [93.06](#), so long as the application and notice requirements of this subchapter are met. It shall be unlawful to engage in any such picket without conforming to the notice requirements and other applicable provisions of this subchapter.

(B) This section shall not apply to:

- (1) Funeral processions supervised by a licensed mortuary; and/or
- (2) Any governmental agency acting within the scope of its functions.

(1984 Code, § 2-12-17) (Ord. passed 6-2-1986) Penalty, see § [93.99](#)

§ 93.03 PERMIT, APPLICATION.

A person seeking issuance of a parade permit or giving notice of intent to picket shall file with the Sheriff on forms provided by the county and shall provide a duplicate copy to the office of the County Manager at the same time.

(A) *Filing period.* An application for a permit or notice of intent to picket shall be filed with the Sheriff not less than five working days, excluding weekends and holidays, before the time when it is proposed to conduct the parade or picket. Provided, however, that a permit may be issued if filed less than five working days before the time for commencement of the parade when the Sheriff finds that there is no conflict in schedule with some other event and that the time for filing is sufficient to prepare for the parade or picket pursuant to the standards set forth in this subchapter.

(B) *Contents.* The application for a parade permit or the notice of intent to picket shall be signed by the applicant, notarized and shall set forth the following information:

- (1) The name, address and telephone number of the person seeking to conduct the parade or picket;
- (2) If the parade or picket is proposed to be conducted for, on behalf of, or by any organization, the name, address, and telephone number of the headquarters of the organization, and of the authorized and responsible heads of the organization;
- (3) The name, address, and telephone of the person who will be the activity chairperson, and will specify who will be responsible for conduct of the activity, if different from the activity chairperson;
- (4) The date when the parade or picket is to be conducted and the hours when the parade or picket will start and terminate;
- (5) The proposed route to be traveled, the starting point and the termination point;
- (6) The approximate number of persons, animals and vehicles which will constitute the parade or picket; the type of animals and description of the vehicles, if applicable;
- (7) Whether persons below the age of 18 years are expected to participate;
- (8) The location, by street, and designation, by time, of an assembly area of the activity prior to the initiation of the parade or picket;
- (9) If the parade is designed to be held by, and on behalf of, or for any person other than the applicant, the applicant for the permit shall file with the Sheriff a communication, in writing, from the person proposing to hold the parade, authorizing the person proposing to hold the parade to apply for the permit on his or her behalf; and

(10) Any additional information which the Sheriff shall reasonably find necessary to a fair determination of the logistical considerations.

(1984 Code, § 2-12-18) (Ord. passed 6-2-1986)

§ 93.04 PERMIT, REQUEST FOR ISSUANCE; FINDINGS; APPEALS FROM DENIAL.

(A) Persons who otherwise meet the requirements for a parade permit and who receive a parade permit are entitled to exercise their First Amendment rights in all areas of the county. In order to better protect the participants, and the citizens of the county, and the property of the citizens, and to facilitate the flow of the parade, and of traffic in general, certain places in the county have been approved as locations which the participants may use for the parade. These locations are defined as "approved locations" and the applicant for a parade permit shall identify specific areas within the approved location where he or she wishes to conduct the parade. The Sheriff shall retain the power, however, to modify, restrict, expand, alter or otherwise specify the precise route of the parade.

(B) The Sheriff shall issue the parade permit if the conditions set forth in this subchapter are met. Among the factors the Sheriff shall consider with respect to the timing, route, date and other procedural matters of any parade are the following:

(1) There is adequate provision for the safe and orderly movement of the parade and of other traffic, pedestrian and vehicular, along or intersecting its route. This consideration shall include, but is not limited to, the possible existence of impeding pedestrian or traffic congestion in the area due to the number of participants and numbers of residents living within the area, safety concerns as to participants or residents due to the lack of sidewalks, width of the street or similar considerations;

(2) Adequate provision can be made for law enforcement protection which will not require diversion of so great a number of law enforcement officers of the county to police properly the lines of movement and the areas contiguous thereto so as to prevent or impede normal police protection to the remainder of the county;

(3) The applicant for the parade permit has agreed to abide by the standards set forth in this subchapter, which are necessary measures to promote the safety and welfare of the community; and

(4) There appears to be no other parade, public activity or emergency for which the Sheriff must provide security simultaneously with the proposed parade and which would substantially impair the Sheriff's ability to provide security to the parade participants and the community at large. Provided further, that any declared state of emergency, any public crisis or disaster, rioting or similar public emergency shall suspend the power of the Sheriff to authorize parades under this subchapter for the duration of the emergency.

(C) If the Sheriff determines that he or she cannot make the required findings needed for approval of the permit, then the Sheriff shall notify the parade applicant:

(1) Of his or her right to submit a modified plan for the parade which would meet the criteria set forth herein;

(2) Of his or her right to appeal the findings of the Sheriff directly to the full Board of Commissioners; or

(3) In writing, of the specific reasons why the proposed parade does not permit findings by the Sheriff.

(D) Any applicant for a parade permit may appeal the denial, within three days of notification of a denial of a parade permit, by delivering to the County Manager or Clerk to the Board of Commissioners a written notice of appeal. Upon receipt of the notice, the Chairperson of the Board shall schedule a hearing as soon as is practicable to reconsider those unfavorable findings of the Sheriff which resulted in denial of the permit.

(E) If the Board of Commissioners does not concur with the relevant unfavorable findings of the Sheriff, the Board may issue the permit under the terms and conditions as it sees fit, consistent with this subchapter.

(F) If the Board of Commissioners approves of any finding of the Sheriff which would preclude issuance of the permit, then no permit shall be issued.

(1984 Code, § 2-12-19) (Ord. passed 6-2-1986)

#### § 93.05 PERMIT, REVOCATION.

The Sheriff or his or her designated agent may revoke without notice any permit granted for a parade at any time, prior to or during the parade, if:

- (A) Any person violates the standards for the conduct of parades set out in this subchapter;
- (B) Any participant violates any provision of the criminal law during the course of the parade or in the preparation therefor;
- (C) Unforeseen circumstances render the intended route or circumstances of the parade unsafe or otherwise violative of the considerations for issuance of the permit; or
- (D) Any participant in a parade fails to comply with the formation, terms and conditions set out in the application and permit or fails to comply with the terms of this subchapter.

(1984 Code, § 2-12-20) (Ord. passed 6-2-1986)

#### § 93.06 STANDARDS OF CONDUCT; PARADES AND PICKETING.

- (A) The following requirements shall apply equally to parades and pickets.
  - (1) *Firearms and weapons.* No firearms or dangerous weapons of any kind may be possessed, either exposed or concealed, by any participant in the parade, or any person affiliated with and present at the parade, or any person upon any street, sidewalk or other public place within 500 feet of the parade. This restriction shall not apply to law enforcement officers, park rangers, soldiers and officers of the Armed Forces and National Guard, while within the course and scope of their official duties and when reasonably necessary to perform official governmental duties of the organization.
  - (2) *Signs and posters.* No hand-carried signs or posters transported in any parade or picket shall be of greater density than eight-ply, .030 thickness cardboard. No support for the sign or poster shall be of a metallic substances, nor thicker than one inch by two inches.

(3) *Responsibility for conduct.* The person designated on the application or notice as the activity chairperson or comparable party shall be physically present and shall accept responsibility for compliance with any and all relevant conditions and restrictions. This person shall carry the parade permit or receipt of notice issued by the Sheriff on his or her person at all times from initial assembly through final dispersement.

(4) *Waiver.* The applicant shall file with the Sheriff a waiver, signed by the applicant, releasing and saving all officers, appointees, officials, deputies, employees of the county and the Sheriff of the county harmless for any claims, actions and lawsuits arising out of the conduct of the parade or picket, excepting those injuries or damages unlawfully and proximately caused by those persons named herein.

(5) *Interference with activity.* Every parade shall follow the route designated and approved in the permit issued. No person shall unreasonably hamper, obstruct, impede or interfere with any parade assembly or picket, or with any person, vehicle or animal participation or used in a parade or picket.

(6) *Assembly prior to beginning.* At any time prior to actual commencement of the parade or picket, the Sheriff or his or her authorized representative may request the parade chairperson or other responsible party to have all participants in the parade make available all signs, posters and supports for inspection to ensure compliance with this section. Failure or refusal to cooperate with the inspection shall void and invalidate the parade permit until the time as the items are either made available for inspection, removed at least 500 feet from the parade or picket route or all participants who possess the items withdraw physically to a position at least 500 feet from the parade or picket route. No such inspection or compliance procedure shall alter in any manner the permitted time periods for any parade.

(B) The following standards shall apply to the conduct of pickets or picketing activities.

(1) Picketing shall be conducted only on portions of the public ways not otherwise regulated and not used primarily for vehicular parking or moving traffic.

(2) Any signs or posters carried by any picket must not exceed 24 inches on any side and must otherwise comply with the conditions of this section.

(3) Pickets must, if marching, march in single file, not abreast, and may not march closer together than 15 feet, except in passing one another. Pickets not marching shall remain at least 15 feet apart.

(4) If pickets promoting different objectives, causes, actions or policies desire to use a sidewalk or public right-of-way that is already used for picketing, the Sheriff or his or her designated agents may allot a number of pickets promoting each objective to use the sidewalk or public way on an equitable basis, proportionate to the number of objectives being promoted.

(5) Pickets shall be restricted to the use of the outermost half of the sidewalk or other public way nearest the street and shall not at any time nor in any way obstruct, interfere with, or block persons entering or exiting from vehicles, persons crossing streets or otherwise using the public way, the entrance or exit to any building or access to property abutting the street or sidewalk or pedestrian or vehicular traffic.

(1984 Code, § 2-12-21) (Ord. passed 6-2-1986) Penalty, see § [93.99](#)

§ 93.99 PENALTY.

It shall be unlawful to violate any provision of this chapter. Violations shall be punishable by not more than 30 days imprisonment or \$50 fine, or both, in the discretion of the presiding judge.

(1984 Code, § 2-12-22) (Ord. passed 6-2-1986)

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 1, 2022

**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: January 18, 2022 Virtual 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 **VIRTUAL BUSINESS MEETING**  
6 **January 18, 2022**  
7 **7:00 p.m.**

8 The Orange County Board of Commissioners met for a Virtual Business Meeting on Tuesday,  
9 January 18, 2022 at 7:00 p.m.

10  
11 **COUNTY COMMISSIONERS PRESENT:** Chair Renee Price, Vice Chair Jamezetta Bedford,  
12 and Commissioners Amy Fowler, Jean Hamilton, Sally Greene, Earl McKee, 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 Price called the meeting to order at 7:00 p.m. She stated that the Board is meeting  
21 virtually due to the pandemic, and also because of the winter storm that came through the  
22 region.

23  
24 A roll call was called; all members were present.

25  
26 Due to current public health concerns, the Board of Commissioners is conducting a Virtual  
27 Business Meeting on Tuesday, January 18, 2022. Members of the Board of Commissioners  
28 participated in the meeting remotely. As in prior meetings, members of the public were able to  
29 view and listen to the meeting via live streaming video at  
30 <http://www.orangecountync.gov/967/Meeting-Videos> and on Orange County Gov-TV on  
31 channels 1301 or 97.6 (Spectrum Cable).

32  
33 In this new virtual process, there are two methods for public comment.

- 34
  - Written submittals by email
  - Speaking during the virtual meeting

35  
36  
37 **Detailed public comment instructions for each method are provided at the bottom of this**  
38 **agenda. (Pre-registration is required.)**

- 39  
40 **1. Additions or Changes to the Agenda**  
41 NONE

42  
43 **Chair Price dispensed with reading the public charge.**

- 44  
45 **2. Public Comments (Limited to One Hour)**

46 a. Matters not on the Printed Agenda

47 Gretchen Schmid addressed the Board. She expressed concern with school board  
48 comments made during the October meeting, specifically that the board represents the  
49 majority of the community. She said that the role of the school board is not that of a  
50 politician but is to provide students with a sound basic education, per the North Carolina

1 Supreme Court. She said the school board should also provide leadership and define high  
2 academic standards for students' success. She said the school board's priority has been to  
3 replace and supersede parents' rights in a number of areas including health, risk  
4 management, and exposure to radical ideologies. She stated concern over a novel titled  
5 "Water for Chocolate" that was assigned as a literature assignment in a sophomore English  
6 class at Orange High School. She said the novel has been banned at schools in a number  
7 of states but was chosen to teach magical realism and described it as the teacher's favorite  
8 book. She said sexual fantasy is the experience through the whole book, and the teacher  
9 assigned it as a classroom read with students and teacher taking turns reading it out loud.  
10 She said her son and other classmates came home and reported feeling uncomfortable in  
11 English class because of this book. She said she obtained her own copy of the book to  
12 review it and is unable to read excerpts of it here or at a school board meeting due to the  
13 rules of public comment. She said the students in this class are receiving affirmation by an  
14 education authority that the degraded actions and ideas written in the book are worth their  
15 time thinking about and testing on.

16  
17 The public commenter's time expired at this point.  
18

19 Jacqueline Barker addressed the Board. She said something needs to be done about  
20 the school mask mandate. She said her children are wearing masks 7 hours a day because  
21 the schools require it, in part due to Orange County's mask mandate. She said one school  
22 has silent 15-minute lunch, another allows talking during a 45-minute lunch, while some  
23 require masks outdoors and others don't. She said there are inconsistencies and  
24 contradictions amongst the school. She said her children are suffering health issues from  
25 wearing masks so long including an obstructed nasal airways, allergies, nosebleeds, and  
26 headaches. She said she is unable to send her children to school when they have allergies  
27 because they would be unable to breathe and are not allowed to come to school with any  
28 symptoms. She said that despite her child's medical provider attributing a new diagnosis to  
29 wearing masks, the school still requires it with no break. She said there are many parents  
30 speaking up about the harm masks are doing to children, and only time will tell the long-term  
31 effects. She asked the Board to consider revoking the mask mandate and leave the choice  
32 up to individuals. She said despite masking and vaccines infections are at an all-time high.  
33 She said that children rarely die from COVID and it's rare for hospitalizations in children.  
34 She said that many in Orange County are concerned with the mask mandates, especially for  
35 children in schools, and encouraged the Board to end requirements.  
36

37 The public commenter's time expired at this point.

38 Chair Price noted that both commenters spoke on items related to the school boards, so  
39 additional coordination would need to take place to address their concerns.  
40

41 Chair Price announced to the Board that they should be receiving wall calendars from  
42 the Eno River Association and thanked them for all they do to protect that environment.  
43

44 b. Matters on the Printed Agenda  
45 (These matters will be considered when the Board addresses that item on the agenda below.)  
46

### 47 **3. Announcements, Petitions and Comments by Board Members**

48  
49 Commissioner Greene wished everyone a happy new year and noted she has no  
50 announcements.

1 Commissioner Fowler wished everyone a new year and said she and Commissioner  
2 Greene attended the transit planning meeting, and that information will be brought to the public  
3 in February. She said that they are looking to expand frequency and hours on certain routes to  
4 increase environmental equity and sustainability. She said she also attended her first Alcoholic  
5 Beverage Control (ABC) Board meeting and heard from local law enforcement agencies on  
6 alcohol-related education and outreach activities over the past year. She said that the ABC  
7 Board also discussed increasing salaries to living wage standards and addressing compression  
8 due to the General Manager's salary being tied to that of the Clerk of Superior Court. She said  
9 she may bring a question related to that to a future Board meeting.

10 Commissioner Richards expressed appreciation for Christian Hirni, Land Conservation  
11 Manager in the Department of Environment, Agriculture, Parks, and Recreation, who spent two  
12 hours with her to discuss Orange County land conservancy and preservation. She stated that  
13 Mr. Hirni was very generous with his time and she appreciated that and has a better  
14 understanding because of it. She said she also attended the meeting on strategies to address  
15 the opioid epidemic. She indicated she isn't sure of Orange County's status with the settlement  
16 and would like to have a better understanding of all of the community organizations that are  
17 dealing with the opioid issues. She stated that the presentation included five steps that all  
18 counties should be doing right now and she plans on finding out more about where Orange  
19 County is and then maybe make a formal request later.

20 Chair Price said Orange County was one of the first to sign on and that Chapel Hill also  
21 signed on because of the size of the city and that Orange County is good to go. She said there  
22 are people working on what the money should be used for.

23 Commissioner Richards asked if that information would come to the Board at some  
24 point.

25 Chair Price stated that the Board received some preliminary information on that and then  
26 recognized Commissioner Greene for further information.

27 Commissioner Greene said there is a meeting on Thursday of the reconvened Opioid  
28 Task Force. She stated the pandemic has caused the crisis to worsen and at the same time,  
29 took some of the focus away from the task force. She stated that the task force will be meeting  
30 again now. She said she will be at the next meeting to talk about the connections with the state.  
31 She stated that Commissioner Richards had a good question, and she will continue to make  
32 sure all the community partners are involved. She stated that the good news is that because of  
33 all the work that has been done with the Sheriff's Office and Caitlin Fenhagen's Office (Criminal  
34 Justice Resource Director), the county is in good shape to move forward.

35 Chair Price said there are several possibilities the task force is looking at. She said it  
36 was started out of a basic interest in addressing the opioid epidemic and coming off a  
37 presidential initiative that the NCACC had several years ago. She said that now that the  
38 litigation is resolved, the task force decided to get back together again and determine how to  
39 move forward. She said that the BOCC still must determine how the funds will be distributed, so  
40 staff will need to bring that back for discussion and decisions.

41 Commissioner Hamilton wished everyone a happy new year and said the Capital Needs  
42 Work Group meeting was rescheduled from January 10th to January 27<sup>th</sup> from 8:30-10:00 am.  
43 They will be discussing schools' capital needs and focusing on improving maintenance issues in  
44 public schools.

45 Commissioner McKee had no announcements.

46 Commissioner Bedford wished everyone a happy new year and said she attended the  
47 Environmental Steering Committee meeting with NCACC this morning. She said the Board has  
48 received inquiries lately about trash along roadways. She said that NCDOT provided a  
49 presentation during the meeting and that in 2021, NCDOT picked up over 13 million pounds of  
50 litter and dumping. She said the prior year was only 6.5 million because of COVID and the  
51 budget so some of 2021 was carry-over trash, which is sad, but 2019 was 10.5 million. She said

1 that anything the Board can do to encourage residents to please tarp their loads and not dump  
 2 or litter will be a big help. She expressed thanks to Captain Spear for giving a tour of the new  
 3 detention center to Chair Price, Commissioner Greene, and herself last week. She said the  
 4 center is still being finished but it is such an improvement over the current facility. She  
 5 encouraged others to take the tour of they get a chance.

6 Chair Price said that, while the facility is nice, it is still not a place where people should  
 7 want to be. She said that she came across a manual from 2012 or 2013 detailing emergency  
 8 protocols and procedures and asked staff if there is a more up to date version available  
 9 because it outlines what Commissioners are supposed to do in an emergency. She  
 10 acknowledged the Emergency Operations Center that got together over the weekend in the face  
 11 of the winter storm. She also thanked the county's Asset Management Services Department for  
 12 making sure county staff got into work today. She reminded the Board that their retreat has  
 13 been rescheduled for February 24<sup>th</sup>. She mentioned that there were MLK Day celebrations  
 14 online and there are links for those interested. She said that over the holiday period she met  
 15 with the mayors, and they agreed that, due to the COVID surge and lack of tests, the mask  
 16 mandate will continue, and encouraged people to wear them properly. She said that the county  
 17 is working to distribute masks for first responders and people who work with community  
 18 members, as well as communities that might not be able to afford masks or have difficulty  
 19 getting them. She reiterated that this meeting was meant to be in person, but due to the surge in  
 20 COVID cases, the county and towns have decided to remain virtual, at least through the end of  
 21 January.

22  
 23 Chair Price noted she inadvertently skipped over public comments and returned to the  
 24 item.

#### 25 26 **4. Proclamations/ Resolutions/ Special Presentations**

##### 27 28 **a. Recognition of County Employee Retirements from October 1, 2021 through December** 29 **31, 2021**

30 The Board recognized and expressed gratitude to recent county employee retirees for their  
 31 devotion and service to Orange County and its residents.

32  
 33 **BACKGROUND:** The following employees have retired in the second quarter of this fiscal year:

34	Last Name	First Name	Location Desc	Retirement Date	YRS OF SERVICE
	LEMMERMAN	DEBORAH	DEPARTMENT ON AGING	09/30/2021	5
	BROOKS	TERRY	HEALTH	09/30/2021	8
	POMERLEAU	GARRY	EMERGENCY SERVICES	12/01/2021	11
	GALEANA	LEOVITA	HEALTH	09/30/2021	16
	INSKO	KURT	SHERIFF'S OFFICE	11/01/2021	16
	INGERSOLL	SHERRI	HUMAN RESOURCES	10/29/2021	17
	HUPMAN	LINDA	HEALTH	11/30/2021	18
	CARR	SCOTT	SHERIFF'S OFFICE	11/01/2021	19
	MOORE	ANNETTE	HUMAN RIGHTS & RELATIONS	11/30/2021	23
	BAILIN	ROBIN	DEPARTMENT ON AGING	09/30/2021	27
	BROOKS	MICHELE	FINANCE AND ADMIN SERVICES	10/31/2021	27
	EVERHART	DEBRA	DEPARTMENT OF SOCIAL SERVICES	10/01/2021	27
	UNDERWOOD	BOBBIE	TAX ADMINISTRATION	10/31/2021	30

1 The Orange County Board of Commissioners thanks each of these retirees for their service to  
2 Orange County and for their dedication in meeting the primary mission of Orange County, in  
3 serving residents with fairness, respect and understanding.  
4

5 Chair Price thanked the retirees for their contributions to the county and introduced  
6 Brenda Bartholomew.

7 Brenda Bartholomew, Human Resources Director, reviewed the background information  
8 for this item and read the names of retirees aloud. She also shared a photo of the glass award  
9 that is sent to all retirees featuring their name and years of service. She stated that the award is  
10 also accompanied by a letter from the County Manager thanking them for their service. She  
11 noted that all retirees were invited to join the meeting, and Sherri Ingersoll was present. She  
12 read the names and years of employment for all retirees. She thanked the Board and County  
13 Manager for recognizing the retirees.

14 Chair Price thanked all the retirees again and then invited Sherri Ingersoll to speak. She  
15 said she remembers working with her on the Planning Board many years ago.

16 Sherri Ingersoll addressed the Board and thanked them for their support in her various  
17 positions in Orange County over the years including in the Planning and Inspections  
18 Department, the Clerk's Office, and Human Resources.

19 Craig Benedict, Planning and Inspections Director, thanked Sherri Ingersoll for her work  
20 in his department over the years and for her service in other departments in the county.

21 Commissioner McKee congratulated the retirees and thanked them all for their service.

22 John Roberts said that before Annette Moore became the Human Rights and Relations  
23 Director, she was a valuable asset to his office for many years and made them a better office.  
24 He said she has been missed from his office and congratulated her.  
25

26 **b. Recognition of Felix Nwoko, Former Manager of DCHC MPO**

27 The Board recognized Felix Nwoko, former manager of the Durham Chapel Hill Carrboro  
28 Metropolitan Planning Organization, upon his retirement on December 31, 2021.  
29

30 **BACKGROUND:** For 27 years, Felix Nwoko played an important role in the development of  
31 the Durham Chapel Hill Carrboro Metropolitan Planning Organization (DCHC MPO). Mr.  
32 Nwoko helped to professionalize the MPO and develop a technical foundation for planning in  
33 the Triangle area. Mr. Nwoko authored the MPO's first three long-range plans and  
34 spearheaded the creation of modeling tools that are still used to update long-range planning  
35 for the MPO. His extensive knowledge of the transportation planning process and federal  
36 policies and procedures benefitted not just the DCHC MPO, but MPOs throughout the state.  
37 Mr. Nwoko also worked to increase the representation of underrepresented groups in the  
38 transportation field by creating an historically black college and university internship program.  
39 Mr. Nwoko recruited a diverse, knowledgeable, and talented staff at DCHC MPO, and his  
40 leadership in the community will be missed.  
41

42 Chair Price said that Mr. Nwoko is an amazing person and noted that he could not be  
43 present this evening. She stated that he was quiet in his work but very effective.

44 Craig Benedict read the following letter of appreciation:  
45  
46

1 18 January 2022

2  
3 Felix Nwoko, Manager  
4 DCHC MPO

5  
6 Re: Letter of Appreciation

7  
8 Dear Mr. Nwoko,

9  
10 The Orange County Board of County Commissioners, on behalf of the people of Orange  
11 County, hereby extends our most heartfelt congratulations to you on your forthcoming  
12 retirement. We sincerely appreciate your years of dedicated service at the Durham  
13 Chapel Hill Carrboro Metropolitan Planning Organization, and we applaud you for your  
14 stellar career in the field of transportation planning.

15  
16 Working with elected officials, staff members and constituents of the DCHC MPO, you  
17 always exhibited diplomacy while balancing the varying interests of the local  
18 governments and stakeholders. You demonstrated that transportation planning goes  
19 beyond the complex and technical nature of state and federal funding formulas, and you  
20 brought this understanding to the households, businesses and institutions affected by  
21 transportation projects and initiatives.

22  
23 Again, the Orange County community is grateful to you for sharing your intellect and  
24 talents with us over the years, and for your commitment to the growth and sustainability  
25 of our region. May the next phase of your life be filled with joy and laughter. We wish  
26 you all the best.

27  
28 Sincere and warm regards,

29  
30  
31 Renee A. Price, Chair  
32 Orange County Board of Commissioners

33  
34 Chair Price and Commissioner Bedford confirmed Mr. Nwoko was also recognized at the  
35 last DCHC MPO meeting.

36  
37 A motion was made by Commissioner Bedford and seconded by Commissioner  
38 Hamilton to authorize the Chair to sign a letter of appreciation recognizing Felix Nwoko upon his  
39 retirement.

40  
41 **Roll call ensued**

42  
43 **VOTE: UNANIMOUS**

44  
45 **5. Public Hearings**  
46 NONE

47  
48

## 6. Regular Agenda

### a. One Orange Countywide Racial Equity Framework

The Board reviewed the updated Countywide Racial Equity Framework and considered approving this framework for moving forward with the multi-jurisdiction collaborative work on racial equity.

**BACKGROUND:** In January 2021, the GARE Multi-Jurisdictional Task Force, One Orange, established subcommittees to work on each section of this framework. One Orange is comprised of Orange County staff along with staff from the Towns of Carrboro, Chapel Hill and Hillsborough.

The five multi-jurisdictional subcommittees are led by at least one jurisdictional member and include staff from each jurisdiction. The subcommittees are:

- Training
- Racial Equity Tool Kit, now more aptly named the Racial Equity Assessment Lens (REAL)
- Community Engagement
- Racial Equity Index
- Evaluation and Accountability

Through the work of these subcommittees, a draft framework was developed. One Orange is committed to creating a community where race no longer predicts life outcomes and was eager to share this information with the community for feedback.

In June 2021, the Orange County Board of Commissioners received the Orange County Racial Equity Plan: A Framework for Moving Forward. Starting in June 2021, community outreach events were organized, the plan was shared with the community, and valuable feedback was received. In November 2021, a push for additional community engagement resulted in listening sessions at the Senior Center and The Refugee Support Center and the distribution of questionnaires at the DSS Annual Toy Chest event. One Orange utilized the feedback to refine the Racial Equity Framework.

The One Orange Task Force is now presenting the revised framework to each jurisdiction's governing board requesting support for moving forward with this work. The Task Force believes the framework better describes the purpose of this work since specific plans are expected to come mostly from individual jurisdictions, although there may also be joint initiatives. The framework provides structure and oversight as each jurisdiction develops its individual strategies and plans to promote racial equity. The updated framework will be presented to Hillsborough on January 24, 2022, Chapel Hill on January 26, 2022, and Carrboro on February 1, 2022.

Although there are no substantive changes to the framework, there are additional details about the community engagement and training pillars as well as updates to the staff members who are leading these efforts.

The feedback from the community shows interest and support for this work and the need for action by all jurisdictions.

Chair Price introduced Erica Bryant, Child Support Services Director, Sharron Hinton, Interim Human Rights and Relations Director, and Nancy Coston, Department of Social Services Director.

Erica Bryant and Nancy Coston gave the following PowerPoint presentation:

1 Slide #1



## One Orange Countywide Racial Equity Framework: Catalyst For Moving Forward



2  
3 Erica Bryant said that One Orange is a joint venture between employees of Orange County  
4 and the three towns.

5  
6 Slide #2

## One Orange Mission Statement

One Orange is a commitment by Orange County leaders and staff to uncover and address implicit racial biases in our institutions to ensure that race can no longer be used to predict life outcomes in our community.

2



8  
9  
10 Erica Bryant stated that the mission of the One Orange Plan is to work to ensure that race  
11 can no longer be used to predict life outcomes.

12  
13

1 Slide #3

## Framework

1. Introduction & Overview
2. Racial Equity Pillars Updates
  - Training & Organizational Capacity
  - Community Engagement
  - Racial Equity Index
  - Racial Equity Assessment Lens
  - Evaluation and Accountability
3. Next Steps
4. Questions

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Slide #4

## What is Racial Equity?

- When race can no longer predict life outcomes
- People of all races struggle, and when you compare outcomes across most indicators, black and brown people struggle the most.

4



Erica Bryant stated that the data in Orange County shows that income disparities, home ownership rates, and education achievement gaps continue to persist. She stated that this is true across the state and nation.

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1 Slide #5

## Why Equity?

- Racial equity is about making sure our policies and practices no longer cause harm to black and brown communities.
- When we do this, we make things better for everyone.
  - Equity is about fairness
  - Equality is about sameness

5

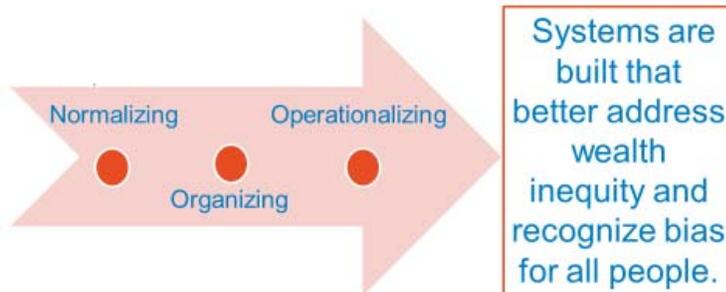
**ONEORANGE**  
COMMUNITY ORGANIZING FOR RACIAL EQUITY

Erica Bryant explained that equity is about fairness and equality is about sameness.

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Slide #6

## Why Race?



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**ONEORANGE**  
COMMUNITY ORGANIZING FOR RACIAL EQUITY

Erica Bryant said that normalizing discussions about race and operationalizing the strategies for advancing racial equity allows us to build systems that address other areas of income and wealth inequity and recognize bias based on gender, sexual orientation, ability, age, religion, and other protected categories. She said by building a framework of tools and resources to apply to racial equity, we can then address other areas of marginalization as well, recognizing that different strategies may be needed, for different inequities.

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1 Slide #7

## Government Alliance on Race and Equity (“GARE”)

- Support state and local jurisdictions that are advancing racial equity;
- Build internal capacity to uncover racism and bias within their organization; and
- Help expand and strengthen local and regional collaboration.

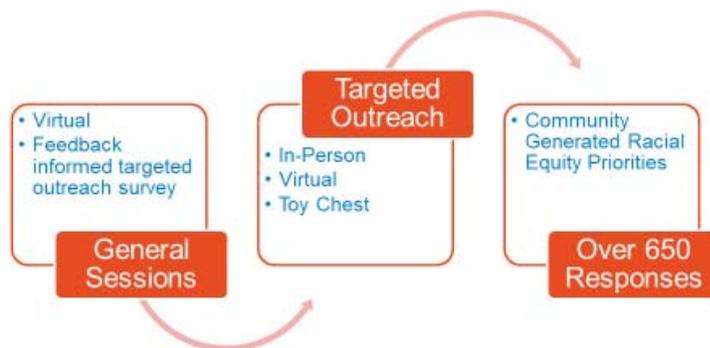
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Erica Bryant said that the One Orange Team have received training to do this work. She said that racial equity is both an outcome and a process. She said that as an outcome, racial equity is achieved when race no longer predicts one’s outcomes, and when everyone has what they need to thrive, no matter where they live. She said that as a process, racial equity is applied when those most impacted by structural racial inequity are meaningfully involved in the creation and implementation of the policies and practices that impact their lives.

10 Slide #8

## Community Engagement



8



Erica Bryant said that because it is so important to engage those that are impacted by structural racism, community engagement is a key component of the work. She said that since the racial equity framework was received by the Board in June 2021, robust community engagement has occurred. She said that the framework is a working document and will change with time. She said “Appendix A” details the results of the community engagement. She said the framework was shared in three general sessions and general questions were posed along with a Menti-Meter to

1 provide feedback. She said the outcome was a list of community generated racial equity priorities.  
2 She said those responses served as a basis for the community questionnaire which was used  
3 during targeted outreach at the Senior Center, Refugee Support Center, and the DSS Annual Toy  
4 Chest Event in November and December. She said that participation was voluntary, but the  
5 response was staggering with over 660 responses received during those events.

6  
7 Slide #9  
8

## What is one hope and one fear about this Countywide Racial Equity Framework?



9



9 Erica Bryant stated that the slide title is the question that was asked during the general  
10 sessions and the results are displayed in a word art, with the larger words being recorded more  
11 often than the smaller ones. She said that the most trending were “Community,” “Change,” and  
12 “Understanding. She said for fears, it was concern over lack of action, that the initiative would fail,  
13 and that there could be increased racial tensions and violence.  
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1 Slide #10

### What three results regarding racial equity would you like to see?

- 285 Improved Education Outcomes for Children of Color
- 285 Increased Affordable Housing Options
- 162 Increased Employment Opportunities for People of Color
- 157 Improved Health Outcomes for People of Color
- 146 Decreased Criminal Justice Involvement for People of Color
- 140 Increased Opportunities for Youth Voice(s)
- 138 Increased Community Unity
- 119 Increased Decision-Making Opportunities for People of Color
- 108 Increased Influence on Budget/Resource Allocations
- 82 Increased Community Engagement for People of Color
- 82 Increased Local Government Accountability to Communities of Color

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Erica Bryant stated that the slide title was the question asked as part of the community questionnaire and that responses are listed in order of number of responses.

Slide #11

### Racial Equity as the Catalyst for Change



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Erica Bryant summarized the pillars of racial equity as the catalyst for change.

1 Slide #12

## Training & Organizational Capacity

- Developed a plan to provide training to key stakeholders to advance racial equity and embed racial equity into countywide systems.

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Erica Bryant said that each jurisdiction will develop its own training guide that serves it best and that training work has begun in all jurisdictions.

Slide #13

## Community Engagement

### Principles

Commit to change toward a new power dynamic for shared decision-making, working together with the community.	Commit to co-design desired results and engagement processes (IAP2 Spectrum of Public Participation) with the community.
Commit to listen, learn, and implement solutions from all communities, especially impacted communities of color	Commit to provide training and technical assistance for employees seeking to engage and build partnerships with the community.

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Erica Bryant stated that community engagement is vital for centering and advancing racial equity in the community because it requires the expertise of people with lived experiences. She said that to effectively remove race as a predictor of success, residents and employees of color should be engaged as subject-matter experts on institutional barriers and the strategies to dismantle those barriers. She said this engagement makes for better procedures, policies and programs. She said that resources for effective community engagement were added to the framework for use by all jurisdictions, and she said that the resources were available for the Board's review in Appendix C of the agenda packet.

1 Slide #14

## Key Updates

- Community Engagement Framework
  - International Association for Public Participation (IAP2) Model
- 3-Step Community Engagement Process



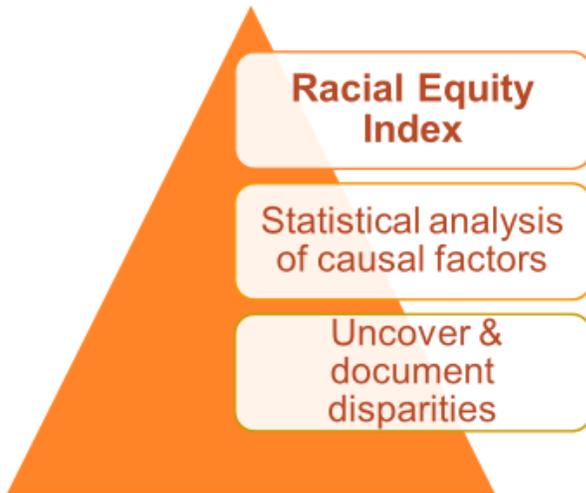
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Slide #15

## Racial Equity Index (Data Process)



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Nancy Coston continued the presentation. She said there is a desire to get better data and the team is still working with SAS on the possibility of predictive analytics. She said that in the meantime, the team will keep working with Carolina Demography to have a baseline available for anyone who would like to review it. She said that even without predictive analytics, having all data about various disparities has value. She explained that the goal of the index is to show what piece will have the most impact to target resources. She said they are still on target to get the data, but it is taking longer than they would like to get the data from SAS.

1 Slide #16

## Key Updates

- Contract and staff resources being identified to compile racial equity demographics
- Work continues with SAS to develop prescriptive analytics and index

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Erica Bryant continued the presentation.

Slide #17

## Racial Equity Assessment Lens

- Approach to evaluate existing and new policies, practices, services and other initiatives using a racial equity lens.
- Aligns racial equity outcomes to racial equity goals.

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Erica Bryant began presenting here. She noted that the Racial Equity Assessment Lens (REAL) is attached as Appendix D in the agenda packet. She said that committee members used the lens, and the result was a more user-friendly and relevant document.

1 Slide #18

## Evaluation and Accountability

- The Evaluation and Accountability Committee will develop an Evaluation process based on the principles of the Results-Based Accountability (“RBA”) framework.
- RBA is a national model and provides a disciplined, data-driven, decision-making process to help local governments take action to solve problems.
- An Evaluation Plan will help local governments apply racial equity principles embedded into the Results-Based Accountability (RBA) methodology into Racial Equity Action Plans.

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8 Erica Bryant said that updates to this section will be expected as the lens and framework are used. She said they also realized that more training was needed for the results-based accountability and that will continue. She said the updated framework will be presented to Hillsborough on January 24<sup>th</sup>, Chapel Hill on January 26<sup>th</sup>, and Carrboro on February 1<sup>st</sup>.

8 Slide #19

## Next Steps Across Jurisdictions

- Continued Collaboration
  - Develop racialized history
  - Create racial equity index and evaluation and accountability steps
  - Consider racial equity capacity building training

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15 Erica Bryant said that as a group, they discussed next steps to take across the jurisdictions. She stated that this is important because part of the GARE framework is to discuss how governmental actions have created racial disparities across communities. She said it is best practice to create a reckoning document to tell our racialized history. She said that a racial equity index and evaluation and accountability steps will also be created. She said the committee will also consider racial equity capacity building training.

1 Slide #20

## Next Steps For Orange County Government

- Completion of Racial Equity Training for County Leadership and the Budget Team
- Racial Equity training available to all employees from the One Orange Training Team
- Consistent use of racial equity principles when engaging the community
- Use of REAL for budgetary decisions/new initiatives
- Additional Results Based Accountability training opportunities
- Compilation of racial equity demographics to inform our initiatives going forward

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Slide #21

## Questions?

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Commissioner Greene asked for more information about the lack of trust reported by employees as mentioned earlier.

Nancy Coston clarified that the responses Commissioner Greene is referring to came from community members and not employees. She said that it speaks to feelings many

1 community members have about government but also shows the frustrations that people feel  
2 that government talks about a lot of things but doesn't always move those forward. She said  
3 community members at the Department of Social Services who gave responses do not usually  
4 share much feedback with government entities and said it was telling that they expressed  
5 distrust in government agencies. She said that they will try to increase trust in government.

6 Commissioner Greene said that is obviously tapping into broader distrust of government  
7 on all levels. She encouraged the team to think about how they can respond and gain trust.

8 Erica Bryant said the community outreach strategy will begin to address this distrust.  
9 She said that this strategy will be used by all departments going forward and they will go to  
10 community members that government agencies don't usually hear from to seek their input in  
11 government. She said it is important to go where people are that usually don't have a voice, and  
12 this will help break down the systems of oppression.

13 Commissioner Fowler asked how the other types of inequities Erica Bryant mentioned  
14 will be addressed. She asked if they will automatically be addressed by focusing first on racial  
15 inequity or if the process will need to be repeated for each one.

16 Erica Bryant said that the system isn't working for any of us and is working even less  
17 great for people of color. She said that by remaking our systems all areas of marginalization can  
18 be addressed. She said race must first be addressed and then others.

19 Nancy Coston said the GARE philosophy is that systemic issues of race are so  
20 institutional that they need to be addressed intentionally and focused on first, and that the  
21 framework can then be repeated as a philosophy with all populations. She said that people in  
22 the community don't come with one attribute anyway, so if we are better with our community  
23 engagement and outreach all inequities can be addressed in a better way.

24 Sharron Hinton said that most responses came through the toy chest event and those  
25 respondents did not get to hear the presentation about why the county is doing this work. She  
26 said that moving forward, it is imperative to continue the community engagement and get  
27 additional feedback and to tell them the "why." She said when the presentation was at the  
28 Senior Center, it focused on members of the Mandarin community, and they were extremely  
29 involved and participatory. She stated that they want to return to the communities previously  
30 engaged to give them updates and to continue to get feedback from them, moving forward.

31 Commissioner Richards asked if each jurisdiction is in a similar place and if being in  
32 lockstep is a goal. She asked if there is a timeline to completing initial training and data  
33 gathering and creating the history.

34 Erica Bryant said that the jurisdictions are at different places in the process because  
35 they are moving at different paces. She said that Carrboro is ahead of the county, but the  
36 county's training is different and that is part of the flexibility that the framework provides. She  
37 said that the timeline is to normalize the conversation about race. She said the department  
38 directors and budget team will be trained first, and that is a strategic decision because they  
39 want to make the most impact by ensuring a racial equity lens is used when discussing the  
40 budget items. She said it is not a quick process but there is an expectation of seeing changes.

41 Nancy Coston said this work isn't like a project, it is about imbedding a  
42 philosophy/process in how Orange County responds to issues. She said this will become how  
43 Orange County thinks differently about everything.

44 Commissioner Richards asked if the staff would be completed with training before the  
45 next budget cycle.

46 Erica Bryant said that she would need to defer to the County Manager, but the training  
47 staff does have the capacity to complete the training.

48 Commissioner Richards said that she is trying to understand if there is any  
49 understanding of a timeline for training whether that be next year, or before next budget, or six  
50 months. She asked how long until the basic things are in place.

1 Bonnie Hammersley said the department directors had REI groundwater training today  
2 and this included people on the budget team and those dealing with outside agencies. She said  
3 there isn't a deadline by when everyone needs to be trained and everyone may not be trained  
4 within a certain time, but there are resources to make sure that staff is trained when they need  
5 to be. She said it is something that staff is working on as a way of changing their decision-  
6 making processes and will be a key driver for 22-23 budget process.

7 Commissioner Hamilton asked when the commissioners are going to be trained on this  
8 since they are the decision-makers in many ways, and they need to be part of it. She said that  
9 she is ready to be trained.

10 Erica Bryant said that it would be a wonderful next step to have all elected boards  
11 trained.

12 Commissioner Hamilton said it would be great to have training, but to also have  
13 documents available to follow that will allow them to think about the impacts as they make  
14 decisions, organize meetings, participate in the process more, etc. with racial equity in the  
15 focus.

16 Chair Price said she previously also wondered about a timeline and when Annette  
17 Moore was leading the effort, she had a slightly different strategy and wanted to wait on training  
18 commissioners. She stated that now that the new co-leads are in place, things may be different  
19 and that she agrees with getting everyone trained and on the same page. She stated that this is  
20 an ongoing process and while there are some benchmarks, this must be ongoing and ever  
21 evolving. She stated that new employees will take the training and noted that those that leave or  
22 retire will leave a gap so their replacements will need training. She stated that there remains the  
23 question of deciding if the training will be a requirement. She said there is an incentive to  
24 receive training vs. a requirement to do so because people say they just do not want to. She  
25 said that in terms of trust, it is an ongoing process to gain people's trust since the United States  
26 was founded on racism. She said there have been hundreds of years of policies, laws, thinking  
27 and sentiments and it is going to take a long time to unravel that. She said one of the things we  
28 can do is look at the way planning and zoning is done. She said examining the question of why  
29 certain areas only allow single family homes on large tracts of land is a beginning. She said that  
30 other places are looking at their application forms to see if there are changes to be made. She  
31 stated that there are a lot of elements that go into this, but for tonight, the Board is being asked  
32 to approve the framework itself and make suggestions.

33 Commissioner Bedford said it was impressive to use the toy chest event as an  
34 opportunity to engage the community. She stated that as a politician, the biggest struggle is how  
35 to hear from those from which you don't usually hear from. She stated that did not know there  
36 was an International Association on Community Engagement and Appendix C was very  
37 illuminating to her. She explained that many Board members have had different racial equity  
38 trainings over the years but training together, and with other boards in the towns, can get them  
39 all on the same page. She stated that she looks to Chair Price, Commissioner Hamilton, and  
40 Commissioner Richards to help guide her because of their lived experiences. She said she is  
41 thrilled that the advisory boards can also get equity training. She stated that the Partnership to  
42 End Homelessness did racial equity training. She said groups often get stuck because so much  
43 of government work is downstream and they do not often look upstream at how to actually apply  
44 it. She said it is almost overwhelming because it is so massive but that she is up for it and wants  
45 to make sure it is done thoughtfully. She stated that updates must continue so the work does  
46 not fall apart.

47 Chair Price said it is more than just the initial training and that it will continue to grow.  
48 She stated that the steps – normalize, organize, and operationalize – ensure that participants  
49 learn about what's going on, start working in it, go out and do it, then pass it along.

50 Bonnie Hammersley said all employees will be required to have racial equity training,  
51 starting with willing employees first, looking into providing it as training for new employees into

1 perpetuity. She said this is not going to stop that it will be ongoing. She said the clerks for each  
 2 board could get together to discuss the benefits of all elected officials taking the training  
 3 together, but that is up to the Board if they would like that to happen. She said that if the BOCC  
 4 wants the training, the staff can do it at their direction.

5  
 6 A motion was made by Commissioner McKee, seconded by Commissioner Fowler, to  
 7 approve the revised framework and collaborative work of One Orange for promoting racial  
 8 equity throughout Orange County.

9  
 10 **Roll call ensued**

11  
 12 **VOTE: UNANIMOUS**

13  
 14 **7. Reports**

15 NONE

16  
 17 **8. Consent Agenda**

- 18  
 19 • Removal of Any Items from Consent Agenda  
 20 • Approval of Remaining Consent Agenda  
 21 • Discussion and Approval of the Items Removed from the Consent Agenda

22  
 23 Chair Price said corrections were sent out for items 8-a, 8-i, and 8-k earlier in the day to  
 24 commissioners.

25  
 26 Commissioner Richards requested item 8-i be removed from the consent agenda  
 27 awaiting clarification of the dates for the report, and 8-j be removed for discussion.

28  
 29 A motion was made by Commissioner Fowler, seconded by Commissioner McKee, to  
 30 approve the remaining consent agenda.

31  
 32 **Roll call ensued**

33  
 34 **VOTE: UNANIMOUS**

35  
 36 **a. Minutes**

37 The Board approved minutes from the November 16, 2021, December 6, 2021, and December  
 38 14, 2021 Board of County Commissioners meetings.

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

40 The Board adopted a resolution to release motor vehicle property tax values for three taxpayers  
 41 with a total of three bills that will result in a reduction of revenue.

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

43 The Board adopted a resolution to release property tax values for sixteen taxpayers with a total  
 44 of seventeen bills that will result in a reduction of revenue.

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

46 The Board considered six untimely applications for exemption/exclusion from ad valorem  
 47 taxation for six bills for the 2021 tax year.

48

1 **e. Advertisement of Tax Liens on Real Property**

2 The Board accepted a report of the amount of unpaid taxes for the current year that are liens on  
3 real property as required by North Carolina General Statute 105-369 and authorized the Chair to  
4 sign the Order setting the lien sale advertisement on or about March 23, 2022.

5 **f. Human Relations Commission – Approval of Request for Changes to the Meeting**  
6 **Schedule**

7 The Board approved amendments to the Orange County Human Relations Commission’s  
8 Policies and Procedures regarding the Commission’s monthly meeting schedule.

9 **g. Fiscal Year 2021-22 Budget Amendment #6**

10 The Board approved a budget amendment for Fiscal Year 2021-22.

11 **h. Approval of Financing Arrangements for New Hope Volunteer Fire Department to**  
12 **Purchase Fire Truck**

13 The Board approved New Hope Volunteer Fire Department entering into a financing  
14 arrangement to purchase a replacement fire truck; and authorized the Board of County  
15 Commissioners’ Chair to sign the appropriate documents related to the financing arrangement.

16 **i. Fourth Quarterly Report (2021 Q4) and 2021 Annual Report for Orange County’s CDBG-**  
17 **CV Grant**

18 The Board receive the fourth quarterly update for calendar year 2021, and an annual report for  
19 calendar year 2021, on Orange County’s Community Development Block Grant – Coronavirus  
20 (CDBG-CV) grant from the NC Department of Commerce.

21 **j. Change in BOCC Meeting Schedule for 2022**

22 The Board will consider changes to the Board of Commissioners’ meeting calendar for 2022.

23 **k. West End Revitalization Association Letter of Support**

24 The Board will authorize the Chair to sign a letter supporting the West End Revitalization  
25 Association’s Clean Energy and Climate Justice initiative.

26  
27 Commissioner Fowler said that for item 8-i, the totals on pages 8 and 9 did not add up.

28  
29 Bonnie Hammersley recommended postponing 8-i until February 1, 2022. The Board  
30 agreed.

31  
32 In regards to 8-j, Commissioner Richards said she would suggest leaving the May 17,  
33 2022 meeting where it is until the State Board of Elections announces final date for primary.

34  
35 A motion was made by Commissioner Richards, seconded by Commissioner Greene, to  
36 approve item 8-j with the removal of the May calendar change.

37  
38 **Roll call ensued**

39  
40 **VOTE: UNANIMOUS**

41  
42 **9. County Manager’s Report**

43 Bonnie Hammersley said the Assembly of Governments meeting was scheduled for  
44 January 25, 2022. She said the items will include the Long-Term Recovery Plan Update,  
45 Transportation and Transit – Infrastructure Planning, and Parks, Greenways and Trails –  
46 Connectivity. She said staff will present these three items, 10 minutes each, and the remainder  
47 of the time will be for elected boards to have discussion.

48  
49

1 **10. County Attorney's Report**

2 John Roberts said the legislature met today and will reconvene tomorrow and will be  
3 discussing possibly moving the May primary to a later date.

4  
5 **11. \*Appointments**

6 None

7  
8 **12. Information Items**

- 9
- 10 • December 14, 2021 BOCC Meeting Follow-up Actions List
  - 11 • Tax Collector's Report – Numerical Analysis
  - 12 • Tax Collector's Report – Measure of Enforced Collections
  - 13 • Tax Assessor's Report – Releases/Refunds under \$100
  - 14 • Memorandum Regarding SPOT 6.0/STIP 2024-2033

15 **13. Closed Session**

16  
17 Laura Jensen noted that the closed session will take place within the same Zoom  
18 webinar.

19  
20 A motion was made by Commissioner McKee, seconded by Commissioner Fowler, to  
21 enter into closed session pursuant to G.S. § 143-318.11(a)(3) "to consult with an attorney  
22 retained by the Board in order to preserve the attorney-client privilege between the attorney and  
23 the Board" and to approve closed session minutes.

24  
25 **Roll call ensued**

26  
27 **VOTE: UNANMIOUS**

28  
29 A motion was made by Commissioner McKee and seconded by Commissioner Hamilton  
30 to reconvene into regular session at 9:05 p.m.

31  
32 **Roll call ensued**

33  
34 **VOTE: UNANMIOUS**

35  
36  
37 **14. Adjournment**

38 A motion was made by Commissioner Fowler and seconded by Commissioner McKee to  
39 adjourn the meeting at 9:06 p.m.

40  
41 **Roll call ensued**

42  
43 **VOTE: UNANMIOUS**

44  
45 Renee Price, Chair

46  
47 Tara May  
48 Deputy Clerk to the Board

49  
50 Submitted for approval by Laura Jensen, Clerk to the Board.

**ORANGE COUNTY  
BOARD OF COMMISSIONERS  
ACTION AGENDA ITEM ABSTRACT  
Meeting Date: February 1, 2022**

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

**SUBJECT:** Refund of Overpayment of Excise Tax

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**DEPARTMENT:** Register of Deeds

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**ATTACHMENT(S):**

Refund Request Letter from Canaday Law Firm With Recorded Deeds and Receipts, Copy of Recorded Affidavit of Correction and Relevant NC General Statutes

**INFORMATION CONTACT:**

Mark Chilton, 245-2679  
Amy McLamb, 245-2677

---

**PURPOSE:** To consider a refund of overpayment of excise tax of \$406 to the Canaday Law Firm.

**BACKGROUND:** North Carolina General Statute 105-228.37 sets forth the procedure for requesting a refund of overpayment of excise tax. The statute states a taxpayer who pays more than is due may request a refund by filing a written request for a refund with the Board of County Commissioners of the county where the tax was paid, and must explain why the taxpayer believes a refund is due.

On February 19, 2021, the Canaday Law Firm submitted a Deed for electronic recording. The Deed, recorded in Book 6706 Page 1332, reflects \$406 to be paid in excise tax, which was collected at the time of recording.

On March 18, 2021, the Canaday Law Firm submitted a corrective Deed, recorded in Book 6711 Page 2160. The corrective Deed reflects \$610 to be paid in excise tax, which was collected at the time of recording.

The Canaday Law Firm's intent was to record the corrective Deed (Book 6711 Page 2160 reflecting \$204 in excise tax to make the total amount of excise tax to be collected as \$610. The original Deed recorded on February 19, 2021 in Book 6706 Page 1332 should have had a total of \$610 to be paid in excise tax.

The Canaday Law firm is now requesting a refund of \$406. The separate amount collected specifically for the recording process itself cannot be refunded.

**FINANCIAL IMPACT:** This action involves a refund in the amount of \$406 to the Canaday Law Firm for the overpayment of excise tax.

**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 refund to the Canaday Law Firm in the amount of \$406.



May 13, 2021

Orange County Register of Deeds  
228 S. Churton Street  
Hillsborough, NC 27278

Attention: Amy McLamb & Board of County Commissioners

RE: Excise Tax Overpayment  
304 Grove Hall Lane  
Mebane, NC 27302

Dear Ms. McLamb,

This letter is to request a refund of \$406.00 for an overpayment of excise tax on a deed recorded in Deed Book 6706 at Page 1332. The recorded deed shows \$406.00 in excise tax, and it should have been \$610.00. Grantors are Eric and Amanda Levine. Grantees are Thomas Jonathan Moore II and Hannah Drewis Moore.

On March 18<sup>th</sup>, 2021 a corrective general warranty deed was recorded in Book 6711 at Page 2160 with a note including the purpose of adding the additional excise taxes in the amount of \$204.00 to these already paid for the Deed recorded in Book 6706 at Page 1332.

Upon approval, please mail our refund check to Canaday Law Firm PA at 202 S. Fifth Street, Mebane, NC 27302.

Please contact me by phone, 919-568-8622, or email, [sarah@canadaylawfirm.com](mailto:sarah@canadaylawfirm.com), if you have any additional questions.

Sincerely,

Sarah Canaday  
Closing Attorney and Agent for Borrower

38  
25816

Submitted electronically by "Canaday Law Firm PA"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Orange County Register of Deeds.

**NORTH CAROLINA  
GENERAL WARRANTY DEED**

Excise Tax: \$406.00 Recording Time, Book and Page:  
Tax Map No. Parcel Identifier No: 9825-55-8088 *KPC*

Mail after recording to: Grantee  
This instrument was prepared by: Sarah Canaday, a licensed North Carolina attorney

THIS DEED made this 27th day of January, 2021 by and between

**GRANTOR**

Eric Levine and wife, Amanda Levine  
Mailing Address: 7116 Summerdale Road Elon NC 27244

**GRANTEE**

Thomas Jonathan Moore II and wife, Hannah Drewis Moore  
Property Address: 304 Grove Hall Lane, Mebane, NC 27302  
Mailing Address: 304 Grove Hall Lane Mebane NC 27302

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 neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land and more particularly described as follows:

**BEING ALL OF LOT 9A, ASHBURY, AS PER FINAL PLAT FOR SECTION 3 - ASHBURY, PREPARED BY KRAUSE SURVEYING ASSOCIATES INC. RECORDED ON 2/20/2006 IN PLAT BOOK 99, PAGES 77-79, ORANGE COUNTY REGISTRY, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND PARTICULAR DESCRIPTION.**

PIN: 9825-55-8088  
Property Address: 304 Grove Hall Lane, Mebane, NC 27302

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 6254, Page 1, Orange County Registry.

A map showing the above described property is recorded in Plat Book 99, Page 77-79, and referenced within this

instrument.

Does the above described property include the primary residence (yes/no) ? **Yes**

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

\_\_\_\_\_  
(Entity Name)

Eric Levine (SEAL)  
Eric Levine

By: \_\_\_\_\_

Amanda Levine (SEAL)  
Amanda Levine

Title: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Title: \_\_\_\_\_

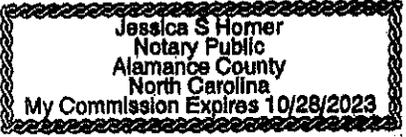
\_\_\_\_\_  
(SEAL)

NORTH CAROLINA ALAMANCE COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Eric Levine and wife, Amanda Levine, Witness my hand and official stamp or seal, this the 17th day of February, 2021

My Commission Expires: 10-28-2023

Jessica S Homer  
Notary Public  
Print Notary Name: Jessica S Homer



NORTH CAROLINA ALAMANCE COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_, Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Print Notary Name: \_\_\_\_\_

**MARK CHILTON**  
**Orange County Register of Deeds**  
**228 South Churton Street, Suite 300**  
**P O Box 8181**

**Hillsborough, NC 27278**

**(919) 245-2675**

### **Receipt For Services**

**Cashier: ANNA WOOD**  
**Receipt #: 20210219131957-34**

**Receipt Started: 02/19/2021 01:19:57 PM**  
**Reprinted: 11/19/2021 04:03:21 PM**

**SIMPLIFILE, LC**  
**Canaday Law Firm PA**

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#### **DEED (DEED)**

**Party 1: LEVINE, ERIC**  
**Party 2: MOORE, THOMAS JONATHAN II**  
**Book / Page: 6706 / 1332 - 2 Page(s)**  
**Time: 02/19/2021 01:22:34 PM**  
**Recording Fee: \$26.00**  
**Excise Tax: \$406.00**

**SUBTOTAL: \$432.00**

#### **DEED OF TRUST (D/T)**

**Party 1: MOORE, THOMAS JONATHAN II**  
**Party 2: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**  
**Book / Page: 6706 / 1334 - 12 Page(s)**  
**Time: 02/19/2021 01:22:35 PM**  
**Recording Fee: \$64.00**  
**Excise Tax: \$0.00**

**SUBTOTAL: \$64.00**

---

<b>Receipt Total:</b>	<b>\$496.00</b>
<b>Change Due:</b>	<b>\$0.00</b>

27289  
as

Submitted electronically by "Canaday Law Firm PA"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Orange county Register of Deeds.

N.C. Excise Tax - \$610.00  
Prepared by: Sarah Canaday, a licensed North Carolina attorney  
Return to: Grantee

NORTH CAROLINA

CORRECTIVE GENERAL WARRANTY DEED

ORANGE COUNTY

This deed, made and entered into this 16<sup>th</sup> day of March, 2021 by and between **Eric Levine and wife, Amanda Levine** of 7116 Summerdale Road, Elon, North Carolina 27244, hereinafter referred to as "Grantor"; and **Thomas Jonathan Moore II and wife, Hannah Drewis Moore**, hereinafter referred to as "Grantee". Grantee's address is 304 Grove Hall Lane, Mebane, North Carolina 27302.

WITNESSETH:

That said Grantor, for and in consideration of valuable consideration paid to Grantor, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the Grantee in fee simple all that certain tract or parcel of land lying and being in Orange County, North Carolina, and more particularly described as follows:

BEING ALL OF LOT 9A, ASHBURY, AS PER FINAL PLAT FOR SECTION 3 - ASHBURY, PREPARED BY KRAUSE SURVEYING ASSOCIATES INC. RECORDED ON 2/20/2006 IN PLAT BOOK 99, PAGES 77-79, ORANGE COUNTY REGISTRY, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND PARTICULAR DESCRIPTION.

PIN: 9825-55-8088 <sup>KAC</sup>  
Property Address: 304 Grove Hall Lane, Mebane, NC 27302

The property described above was acquired by Grantor by instrument recorded in Book 6254, Page 1, Orange County Registry.

This corrective deed is being recorded to add additional excise taxes of \$204.00 to the Deed recorded in Book 6706, Page 1332 of the Orange County Registry for a total of \$610.00.

The property DOES include the primary residence of at least one of the Grantors.

To have and hold the aforesaid tract or parcel of land and all privileges thereunto belonging in fee simple forever.

And Grantor covenants with Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated.

Title to the property described above is subject to ad valorem taxes for the current year and easements and restrictive covenants of record, if any.

The designation Grantor and Grantee as used herein shall include the parties hereto, their heirs, successors, assigns and legal and/or personal representatives.

In Testimony Whereof, said Grantor has hereunto set his hand and seal the day and year first written above.

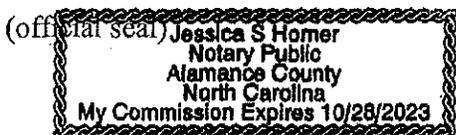
*Eric Levine* (SEAL)  
Eric Levine

*Amanda Levine* (SEAL)  
Amanda Levine

STATE OF NORTH CAROLINA  
COUNTY OF ALAMANCE

I, *Jessica S Homer*, Notary Public of said County, do hereby certify that the following person(s) personally came before me this day, each acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Eric Levine and Amanda Levine.**

Witness my hand and official seal, this the *18<sup>th</sup>* day of *March*, 20*21*.



*Jessica S Homer*  
Notary Public Signature

*Jessica S Homer*  
Notary Public Printed Name

My commission expires: *10-28-2023*

**MARK CHILTON**  
**Orange County Register of Deeds**  
**228 South Churton Street, Suite 300**  
**P O Box 8181**

**Hillsborough, NC 27278**

**(919) 245-2675**

### **Receipt For Services**

**Cashier: ANNA WOOD**

Receipt #: 20210318120857-34

Receipt Started: 03/18/2021 12:08:57 PM

Reprinted: 11/19/2021 04:04:13 PM

SIMPLIFILE, LC

Canaday Law Firm PA

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#### **DEED (DEED)**

**Party 1: LEVINE, ERIC**

Party 2: MOORE, THOMAS JONATHAN II

Book / Page: 6711 / 2160 - 2 Page(s)

Time: 03/18/2021 12:09:26 PM

Recording Fee: \$26.00

Excise Tax: \$610.00

**SUBTOTAL:**

**\$636.00**

---

**Receipt Total:**

**\$636.00**

**Change Due:**

**\$0.00**

**§ 105-228.37. Refund of overpayment of tax.**

(a) **Refund Request.** - A taxpayer who pays more tax than is due under this Article may request a refund of the overpayment by filing a written request for a refund with the board of county commissioners of the county where the tax was paid. The request must be filed within six months after the date the tax was paid and must explain why the taxpayer believes a refund is due.

(b) **Hearing by County.** - A board of county commissioners must conduct a hearing on a request for refund. Within 60 days after a timely request for a refund has been filed and at least 10 days before the date set for the hearing, the board must notify the taxpayer in writing of the time and place at which the hearing will be conducted. The date set for the hearing must be within 90 days after the timely request for a hearing was filed or at a later date mutually agreed upon by the taxpayer and the board. The board must make a decision on the requested refund within 90 days after conducting a hearing under this subsection.

(c) **Process if Refund Granted.** - If the board of commissioners decides that a refund is due, it must refund the overpayment, together with any applicable interest, to the taxpayer and inform the Department of the refund. The Department may assess the taxpayer for the amount of the refund in accordance with G.S. 105-241.9 if the Department disagrees with the board's decision.

(d) **Process if Refund Denied.** - If the board of commissioners finds that no refund is due, the written decision of the board must inform the taxpayer that the taxpayer may request a departmental review of the denial of the refund in accordance with the procedures set out in G.S. 105-241.11.

(e) **Recording Correct Deed.** - Before a tax is refunded, the taxpayer must record a new instrument reflecting the correct amount of tax due. If no tax is due because an instrument was recorded in the wrong county, then the taxpayer must record a document stating that no tax was owed because the instrument being corrected was recorded in the wrong county. The taxpayer must include in the document the names of the grantors and grantees and the deed book and page number of the instrument being corrected.

When a taxpayer records a corrected instrument, the taxpayer must inform the register of deeds that the instrument being recorded is a correcting instrument. The taxpayer must give the register of deeds a copy of the decision granting the refund that shows the correct amount of tax due. The correcting instrument must include the deed book and page number of the instrument being corrected. The register of deeds must notify the county finance officer and the Secretary when the correcting instrument has been recorded.

(f) **Interest.** - An overpayment of tax bears interest at the rate established in G.S. 105-241.21 from the date that interest begins to accrue. Interest begins to accrue on an overpayment 30 days after the request for a refund is filed by the taxpayer with the board of county commissioners. (2000-170, s. 2; 2007-491, s. 24; 2011-330, s. 30(a).)

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 1, 2022

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

**SUBJECT:** Property Tax Releases/Refunds

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**DEPARTMENT:** Tax Administration

---

**ATTACHMENT(S):**

Resolution  
Releases/Refunds Data Spreadsheet

**INFORMATION CONTACT:**

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

---

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

**BACKGROUND:** The Tax Administration Office has received five 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 \$3,662.53 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-2022-004

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 \_\_\_\_\_, 2022.

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

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

**BOCC REPORT - REAL/PERSONAL  
 FEBRUARY 1, 2022**

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	ADDITIONAL INFORMATION
Brown, Preston G.	1075463	2021	39,074	0	(354.99)	Double billed (illegal tax)	Also billed on account 3191308
Healing Paws Veterinary Hospital	1065956	2019	183,632	162,079	(416.89)	Assessed in error (illegal tax)	Audit documents postmarked timely but received after bill created
Healing Paws Veterinary Hospital	1065956	2018	199,151	177,331	(449.18)	Assessed in error (illegal tax)	Audit documents postmarked timely but received after bill created
Healing Paws Veterinary Hospital	1065956	2017	212,351	185,917	(577.99)	Assessed in error (illegal tax)	Audit documents postmarked timely but received after bill created
Healing Paws Veterinary Hospital	1065956	2016	194,640	160,459	(852.06)	Assessed in error (illegal tax)	Audit documents postmarked timely but received after bill created
Hobby, Donald	176817	2021	56,900	31,400	(253.63)	Assessed in error (illegal tax)	Homestead exemption application was timely filed but documentation was received late
Lloyd, R Strowd Jr.	3182602	2021	10,308	0	(106.82)	Double billed (illegal tax)	Also billed on account 242082
Perlik, Eliza	3197033	2021	7,060	0	(650.97)	Assessed in error (illegal tax)	Gap bill: vehicle located in Texas during entire gap period
				<b>Total</b>	<b>(3,662.53)</b>		
Gap Bill: A property tax bill that covers the months between the expiration of a vehicle's registration and the renewal of that registration or the issuance of a new registration.							
The spreadsheet represents the financial impact that approval of the requested release or refund would have on the principal amount of taxes.							
Approval of the release or refund of the principal tax amount also constitutes approval of the release or refund of all associated interest, penalties, fees, and costs appurtenant to the released or refunded principal tax amount.							

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 1, 2022

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

**SUBJECT:** 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 T. Freeman, Tax Administrator,  
(919) 245-2735

---

**PURPOSE:** To consider four untimely applications for exemption/exclusion from ad valorem taxation for four bills for the 2021 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.

Two 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 Circuit Breaker exclusion based on NCGS 105-277.1B which allows for tax relief based on income. The Circuit Breaker exclusion is a tax deferral program.

One applicant is applying for exemption based on NCGS 105-278.6 (8), which allows an exemption of a nonprofit organization providing housing for individuals or families with low or moderate incomes.

Including these four applications, the Board will have considered a total of twenty-eight untimely applications for exemption of 2021 taxes since the 2021 Board of Equalization and Review

adjourned on September 01, 2021. Taxpayers may submit an untimely application for exemption of 2021 taxes to the Board of Commissioners through December 31, 2021.

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

**FINANCIAL IMPACT:** The reduction in the County's tax base associated with approval of the exemption application will result in a reduction of FY 2021/2022 taxes due to the County, municipalities, and special districts in the amount of \$5,783.01.

**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 2021/2022 exemption.

NORTH CAROLINA

RES-2022-005

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 2021 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 2021 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 \_\_\_\_\_, 2022.

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

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

**BOCC REPORT - REAL/PERSONAL  
LATE EXEMPTION/ EXCLUSION  
FEBRUARY 1, 2022**

NAME	ACCOUNT NUMBER	BILL YEAR	ORIGINAL VALUE	TAXABLE VALUE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT
Hopkins, Jonathan	284599	2021	188,300	188,300	(2,340.58)	Late application for exemption General Statute 105-277.1B (circuit breaker)
Pee Wee Homes	3183529	2021	37,100	0	(562.32)	Late application General Statute 105-278.6 (low or moderate income housing)
Rothfuss, David	107292	2021	253,800	126,900	(2,038.14)	Late application for exemption General Statute 105-277.1 (homestead exemption)
Steinberger, Elizabeth	261543	2021	111,100	55,550	(841.97)	Late application for exemption General Statute 105-277.1 (homestead exemption)
					(5,783.01)	Total

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

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

December 30, 2021 thru January 11, 2022



FILED

DEC 29 2021

ORANGE COUNTY  
TAX ADMINISTRATION

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

Date: 12/29/2021

To Whom It May Concern:

I, (PRINT NAME) Elizabeth Steinberger,  
wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2021  
on Tax Abstract or Parcel Identification Number(s) (PIN) #  
9799358050.039.

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

Please explain:

The only notification of the existence of tax relief programs  
I have ever received came with my property tax bill in September,  
which is after the June 1st deadline. (copy enclosed)

How did you find out about the program(s)? Slip with property tax bill

Thank you,

Elizabeth Steinberger  
(Signature)



RECEIVED  
DEC 28 2021  
Orange County Tax

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

Date: 12/28/2021

To Whom It May Concern:

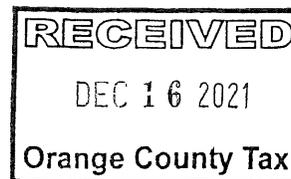
I, (PRINT NAME) Jonathan Jay Hopkins,  
wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2021  
on Tax Abstract or Parcel Identification Number(s) (PIN) #  
9799381443

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

Please explain: Charles Turner  
[Redacted]

How did you find out about the program(s)? Head of Property Collection

Thank you,  
[Signature]  
(Signature)



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

Date: 12/13/21

To Whom It May Concern:

I, (PRINT NAME) Erika Walker, on behalf of Pee Wee Homes,  
wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2021  
on Tax Abstract or Parcel Identification Number(s) (PIN) #  
9788182011

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

Please explain:

We misunderstood the exemption or exclusion process thinking it was the same as the appeals process for valuation. We also had a staff transition with our only staff joining the same week as the notice.

How did you find out about the program(s)? Reached out directly to Tax Admin

Thank you,

Erika Walker  
(Signature)



FILED

DEC 30 2021

ORANGE COUNTY  
TAX ADMINISTRATION

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

Date: 12/29/2021

To Whom It May Concern:

I, (PRINT NAME) David W. Rothfuss,  
wish to be considered for Property Tax Exemption, Exclusion or Deferral for the tax year 2021  
on Tax Abstract or Parcel Identification Number(s) (PIN) #  
Abstract No. 0000107292. 9778461090

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

Please explain:

We waited to pay tax to make sure we had adequate funds. Just after paying tax, a friend suggested we might qualify for Property Tax Relief. After a telephone conversation with Shavonda McLean we learned of the deadline.

How did you find out about the program(s)? A friend

Thank you,

David W. Rothfuss  
(Signature)

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 1, 2022

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

**SUBJECT:** Request for Road Additions to the State Maintained Secondary Road System for Folsom Court and Weldon Ridge Drive in the Weldon Ridge Subdivision

**DEPARTMENT:** Planning and Inspections

**ATTACHMENT(S):**

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

**INFORMATION CONTACT:**

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

**PURPOSE:** To make a recommendation to the North Carolina Department of Transportation (NCDOT), and the North Carolina Board of Transportation (NC BOT), concerning a petition to add Folsom Court and Weldon Ridge Drive in the Weldon Ridge Subdivision to the State Maintained Secondary Road System.

**BACKGROUND:** This request includes a petition for two (2) road additions to the State Maintained Secondary Road System. The road length and width are as follows:

Road Name	Length in Miles	Number of Frontage Lots with Houses	Pavement/Right-of-way Widths in Feet
Folsom Court	0.06	2	20/50
Weldon Ridge Drive	0.16	8	18/50
<b>Total</b>	<b>0.22</b>	<b>10</b>	<b>N/A</b>

The Weldon Ridge Subdivision is located in a Rural Residential (R1) zone, south of Old NC 10 and west of Mt. Hermon Church Road (State Road 1713) (*Attachment 1*). The single-family residential subdivision is located within Orange County's planning jurisdiction and was developed and approved subject to the County's zoning and subdivision regulations. There is no known subdivision violation associated with the subdivision.

The Weldon Ridge Subdivision was originally recorded on January 31, 2006 (Book 99/Page 58) (*Attachment 2*). Folsom Court and Weldon Ridge Drive were designed to public road standards, but have been private roads in the interim. The roads were intended to become public roads when conditions met NCDOT maintenance responsibility and ownership criteria.

Folsom Court has a length of 0.06 miles and provides access for two fully-developed lots. The road has a right-of-way width of 50 feet and a pavement width of 20 feet. The road serves as the point of ingress/egress between the remainder of the subdivision along Weldon Ridge Drive and Old NC 10.

Weldon Ridge Drive has a length of 0.16 miles and ends in a cul-de-sac on the west end of the subdivision. Weldon Ridge Drive provides access for eight fully-developed lots and has a right-of-way width of 50 feet and a pavement width of 18 feet.

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

**Conclusion:** The above-referenced application meets the criteria endorsed by the BOCC for recommending acceptance of public roads into the State Maintained System for roads approved through the governing jurisdiction's subdivision process (NCDOT Subdivision Roads Minimum Construction Standards, January 2010, revised July 2020).

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

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

- **GOAL: CREATE A SAFE COMMUNITY**

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

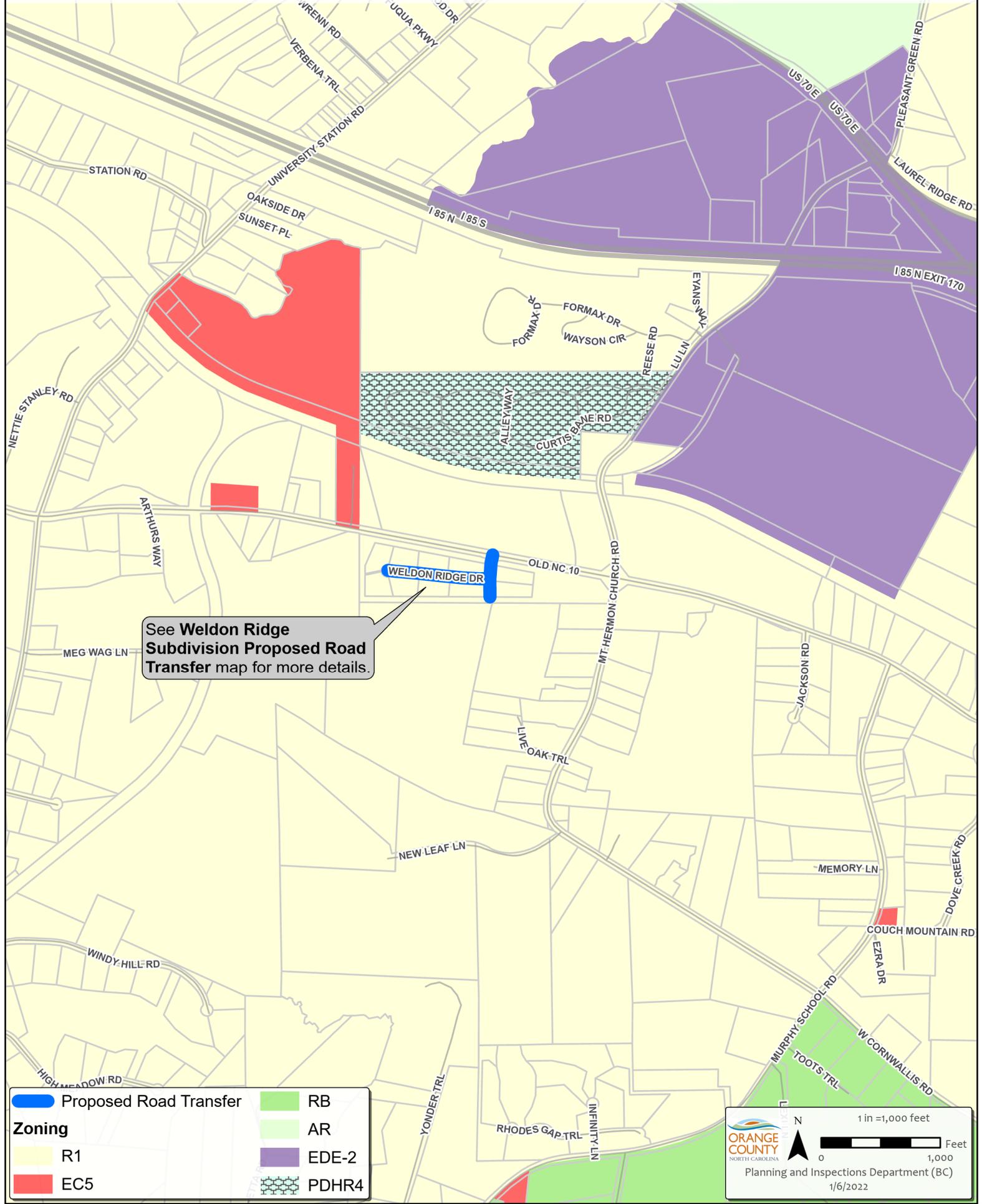
The addition of County private residential streets to the State Maintained Secondary Road System results in positive outcomes related to the aforementioned goal.

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

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

1. Forward the Petition for Addition to the State Maintained System to the NCDOT for Folsom Court and Weldon Ridge Drive in the Weldon Ridge Subdivision; and
2. Recommend the Department of Transportation accept the roads for maintenance as State Secondary Roads.

# Weldon Ridge Subdivision Vicinity Map



See Weldon Ridge Subdivision Proposed Road Transfer map for more details.

	Proposed Road Transfer		RB
	R1		AR
	EC5		EDE-2
			PDHR4

1 in = 1,000 feet

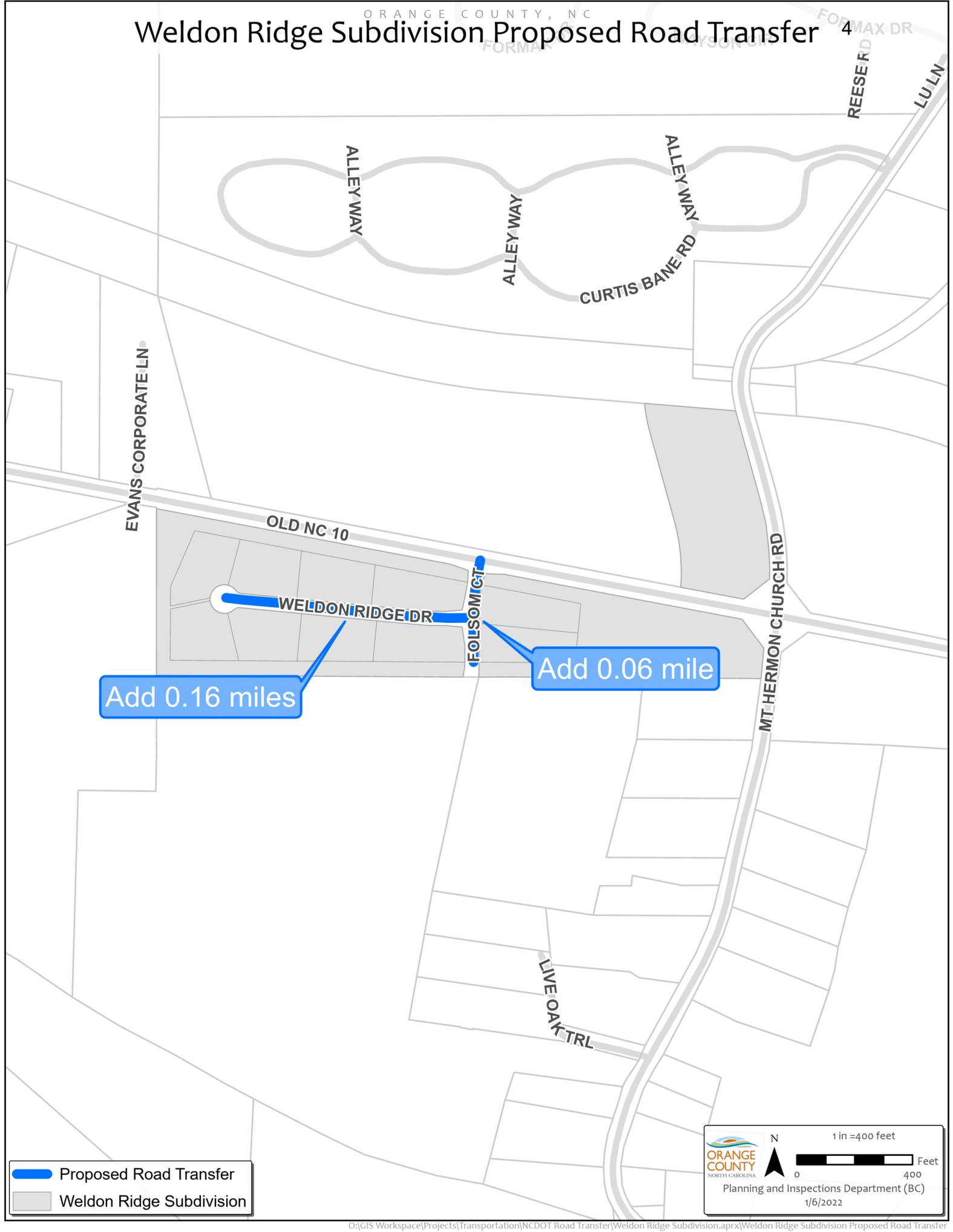
0 1,000 Feet

ORANGE COUNTY NORTH CAROLINA

Planning and Inspections Department (BC)

1/6/2022

# Weldon Ridge Subdivision Proposed Road Transfer



Proposed Road Transfer  
Weldon Ridge Subdivision

1 in = 400 feet  
Feet  
0 400  
N  
ORANGE COUNTY  
NORTH CAROLINA  
Planning and Inspections Department (BC)  
1/6/2022





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

January 4, 2022

**ORANGE COUNTY**

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

**SUBJECT: Request for Road Addition  
Folsom Court (0.06 Mile)  
Weldon Ridge Drive (0.16 mile)  
Weldon Ridge Subdivision**

Dear Ms. Hammersley,

Please find attached, Form SR-4 Secondary Road Addition Investigation Reports, Form SR-1 Petition for Road Addition, recorded plat, and a location map for the above subject.

This is being forwarded to you for consideration by your Board of Commissioners.

Sincerely,

C.N. Edwards, Jr., P.E.  
District Engineer

Attachments  
CNE

0-20-1<sup>7</sup>

North Carolina Department of Transportation  
Division of Highways  
Petition for Road Addition

RECEIVED

JUL 06 2020

N. C. Dept. of Transportation  
Division of Highways - 7th Div.  
District 1 - Graham

**ROADWAY INFORMATION:** (Please Print/Type)

County: Orange Road Name: Weldon Ridge Drive  
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Weldon Ridge Length (miles): .2

Number of occupied homes having street frontage: 10 Located (miles): .2

miles N  S  E  W  of the intersection of Route 010/110 and Route 1713 <sup>mt Herman Church Rd</sup>  
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Weldon Ridge in Orange County, do hereby request the Division of Highways to add the above described road.

**CONTACT PERSON:** Name and Address of First Petitioner. (Please Print/Type)

Name: Christi Kelsey Phone Number: 919-452-5171  
Street Address: 208 Weldon Ridge Dr  
Mailing Address: Durham, NC 27705

**PROPERTY OWNERS**

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
Chris & Christi Kelsey	208 Weldon Ridge Dr.	919-452-5171
Katherine + Tyson Brown ✓	100 Folsom Court	919-225-8740
Todd & Melinda Orr	204 Weldon Ridge Dr	919-812-0131
Ray & Heidi Hackrey ✓	104 Folsom Ct.	919-818-7040
William & Beths Brown	205 Weldon Ridge	919-257-3409
Robert Jenks & Paula D'onofrio	212 Weldon Ridge Drive	910-988-3858
STEPHEN MILLS + EMILY YERO	200 WELDON RIDGE	950-712-1654
Sarah + Oliver Glass	201 Weldon Ridge Ct	614-783-
macon Sapp	209 Weldon Ridge Drive	8035 919-943-5306
Michael Kris	213 Weldon Ridge Drive	

**INSTRUCTIONS FOR COMPLETING PETITION:**

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

**FOR NCDOT USE ONLY:** Please check the appropriate block

- Rural Road   
  Subdivision platted prior to October 1, 1975   
  Subdivision platted after September 30, 1975

**REQUIREMENTS FOR ADDITION**

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
Weldon Ridge Dr. 8		.2	Folsom Ct	2	.1



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

DATE: December 13, 2021  
TO: Chuck Edwards, Jr., PE, District Engineer  
FROM: Sandy Taylor, Real Property Agent II  
SUBJECT: Addition to the System: Folsom Court  
Weldon Ridge Subdivision, Orange County

I have examined the plat of the Orange County Registry, furnished by your office. Based on my examination of the plat, it appears the right of way for **Folsom Court, Weldon Subdivision**, is as follows, as well as utility easements and sight distances, as shown on the plat, if any.

Folsom Court

50 ft.

If you need any additional information, please feel free to contact me.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY UNIT  
P.O. BOX 14996  
GREENSBORO, NC 27415-4996

*Telephone:* 336-334-3515  
*Fax:* 336-334-5331  
*Customer Service:* 1-877-368-4968

*Website:* [ncdot.gov](http://ncdot.gov)

*Location:*  
1101 EAST WENDOVER AVENUE  
SUITE 200  
GREENSBORO, NC 27405

**North Carolina Department of Transportation  
Division of Highways  
Secondary Road Addition Investigation Report**

County: Orange Co. File No: O-09-07 Date: 12/10/2021  
 Township: Eno Div. File No: \_\_\_\_\_ Div. No: \_\_\_\_\_

Local Name: Folsom Court Subdivision Name: Weldon Ridge  
 Length: 0.06 mile Width: 20' Surface: SF9.5A PVMT Condition: Good  
 Surface Thickness: 2" Base Type: ABC Base Thickness: 8"

\*Bridges Yes \_\_\_ No X \* Pipe > 48" Yes \_\_\_ No X \*Retaining Walls Within Right of Way Yes \_\_\_ No X

**\* If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? Yes

Recording Date: 01/31/2006 Book: 99 Page: 58

Number of homes having entrances into road: 2

Other uses having entrances into road: Collector Road for Weldon Ridge Dr. Est. ADT 60

Right-of-Way Width: 50' If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? Yes

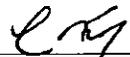
Is the County Commissioners Approval (SR-2) attached? Yes If not, why not? \_\_\_\_\_

Is a map attached indicating information for reference in locating road by the Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost: \$ \_\_\_\_\_

Grade, drain, stabilize: \$ \_\_\_\_\_ Drainage: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

Remarks and Recommendations: Meets Requirements. Recommend Addition.

Submitted by:  District Engineer Reviewed and Approved: \_\_\_\_\_ Division Engineer

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: \_\_\_\_\_

	Do not write in this space- For Use by Secondary Roads Unit          Petition #
--	---



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

DATE: December 13, 2021  
TO: Chuck Edwards, Jr., PE, District Engineer  
FROM: Sandy Taylor, Real Property Agent II  
SUBJECT: Addition to the System: Weldon Ridge Drive  
Weldon Ridge Subdivision, Orange County

I have examined the plat of the Orange County Registry, furnished by your office. Based on my examination of the plat, it appears the right of way for **Weldon Ridge Drive, Weldon Subdivision**, is as follows, as well as utility easements and sight distances, as shown on the plat, if any.

Weldon Ridge Drive

50 ft.

If you need any additional information, please feel free to contact me.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY UNIT  
P.O. BOX 14996  
GREENSBORO, NC 27415-4996

*Telephone:* 336-334-3515  
*Fax:* 336-334-5331  
*Customer Service:* 1-877-368-4968

*Website:* [ncdot.gov](http://ncdot.gov)

*Location:*  
1101 EAST WENDOVER AVENUE  
SUITE 200  
GREENSBORO, NC 27405

North Carolina Department of Transportation  
Division of Highways  
Secondary Road Addition Investigation Report

County: Orange Co. File No: O-09-07 Date: 12/10/2021  
Township: Eno Div. File No: \_\_\_\_\_ Div. No: \_\_\_\_\_

Local Name: Weldon Ridge Drive Subdivision Name: Weldon Ridge  
Length: 0.16 mile Width: 18' Surface Type: SF9.5A PVMT Condition: Good  
Surface Thickness: 2" Base Type: ABC Base Thickness: 8"

\*Bridges Yes \_\_\_ No X \* Pipe > 48" Yes \_\_\_ No X \*Retaining Walls Within Right of Way Yes \_\_\_ No X

**\* If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? Yes

Recording Date: 01/31/2006 Book: 99 Page: 58

Number of homes having entrances into road: 8

Other uses having entrances into road: \_\_\_\_\_

Right-of-Way Width: 50' If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? Yes

Is the County Commissioners Approval (SR-2) attached? Yes If not, why not? \_\_\_\_\_

Is a map attached indicating information for reference in locating road by the Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost: \$ \_\_\_\_\_

Grade, drain, stabilize: \$ \_\_\_\_\_ Drainage: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

Remarks and Recommendations: Meets Requirements. Recommend Addition.

Submitted by: *ene* DISTRICT ENGINEER Reviewed and Approved: \_\_\_\_\_ DIVISION ENGINEER

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: \_\_\_\_\_

	Do not write in this space- For Use by Secondary Roads Unit
	Petition #

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 1, 2022

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

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**SUBJECT:** Construction Contract for High Rock Road Waste and Recycling Center  
Renovation

---

**DEPARTMENT:** Solid Waste

---

**ATTACHMENT(S):**  
Contract

**INFORMATION CONTACT:**  
Robert Williams, 919-918-4904

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**PURPOSE:** To approve and authorize the County Manager to sign a contract with Bar Construction Company, Inc. for the renovation of the Orange County High Rock Road Waste and Recycling Center.

**BACKGROUND:** Orange County has a Waste and Recycling Center on High Rock Road. The facility is in need of renovation to allow for more efficient operation and expand available services.

Orange County issued a Request for Proposals on November 30, 2021 for the renovation of the High Rock Road Waste and Recycling Center. Three firms responded to the request, and after review, Bar Construction was selected as the lowest responsible responsive contractor. The attached contract provides for the renovation of the High Rock Road Waste and Recycling Center. The renovation is part of the approved Capital Investment Plan.

**FINANCIAL IMPACT:** The financial impact for the construction costs totals \$1,041,000 for renovation of the Center.

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

**ENVIRONMENTAL IMPACT:** The following Orange County Environmental Responsibility Goal impact is 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.

**RECOMMENDATION(S):** The Manager recommends that the Board approve and authorize the Manager to sign the contract with Bar Construction Company, Inc. for the renovation of the High Rock Road Waste and Recycling Center.

[Departmental Use Only]  
**TITLE**  
**FY**

**NORTH CAROLINA**

**CONSTRUCTION AGREEMENT OVER \$250,000.00**

**ORANGE COUNTY**

THIS CONSTRUCTION AGREEMENT (hereinafter called "Agreement"), made as of the \_\_\_\_\_ day of February, 2022, by and between Bar Construction Company, Inc., (hereinafter called the "Contractor"), and Orange County, a political subdivision of the State of North Carolina, (hereinafter called the "County," "Orange County," or "Owner").

**WITNESSETH:**

That the Contractor and the Owner, for the consideration herein named, agree as follows:

**1. CONTRACT DOCUMENTS; PRIORITY**

The Contract Documents consist of this Agreement, the General Conditions which are fully incorporated in this Agreement, the Request for Proposals, designer approved communications and field orders, the Proposal, Construction Documents and Drawings and Written Specifications. The Contract Documents form the Contract. In the event of any inconsistency between or among the Contract Documents the Contract Documents shall be interpreted in the following order of priority:

- a. This Agreement and incorporated General Conditions attached as Exhibit 1.
- b. Designer approved and stamped construction documents and drawings and written specifications.
- c. Designer approved communications and field orders.
- d. Request for Proposals and addenda thereto.
- e. Proposal.

**2. SCOPE OF WORK**

The Contractor shall furnish and deliver all of the materials, and perform, and be fully responsible for all of the Work required by this Agreement within the time period stipulated in a written Notice-to-Proceed to be executed by the Contractor and Owner and in accordance with the following enumerated documents, which are made a part hereof as if fully contained herein:

- a. Construction Drawings prepared by Draper Aden Associates (Sheet C1.0-E4 dated 9/28/21)
- b. Written specifications prepared by the Designer.
- c. A proposal dated 11/22, 2021 which fully describes the work to be performed, such work (hereinafter called the "Work").

- d. Related documents listed under Section 1 above.

### 3. TERM AND SCHEDULING

- a. The Contractor agrees to commence work pursuant to the written Notice-to Proceed.
- b. The Contractor agrees to complete substantially all Work included by \_\_\_\_\_, 2022.
- c. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates.
- d. The Contractor shall perform the Work in the time, manner and form required by the Contract Documents and as stipulated in a written Notice-to-Proceed to be executed by the Contractor and Owner.

### 4. STANDARD OF CARE AND DUTIES OF CONTRACTOR

- a. The Contractor shall exercise reasonable care and diligence in performing the Work in accordance with the generally accepted standards of this type of Contractor practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Contractor is solely responsible for the professional quality, accuracy and timely completion and submission of all work.
- b. The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended performance or configuration.
- c. Contractor shall be responsible for all Contractor, Subcontractor, and Sub-subcontractor errors or omissions, in the performance of the Agreement together with the errors and omissions of any agent or employee of the Contractor or any Subcontractor or Sub-subcontractor. Contractor shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the Owner.
- d. Contractor is an independent contractor of Owner. Any and all employees of the Contractor engaged by the Contractor in the performance of any work or services required of the Contractor under this Agreement, shall be considered employees or agents of the Contractor only and not of the Owner, 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 Contractor.
- e. Contractor shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each policy is incorporated herein by reference and may be viewed at [http://www.orangecountync.gov/departments/purchasing\\_division/contracts.php](http://www.orangecountync.gov/departments/purchasing_division/contracts.php)). Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.
- f. If activities related to the performance of this Agreement require specific licenses,

certifications, or related credentials Contractor represents that it and 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.

- g. The Contractor shall supervise and direct the Work efficiently and with the Contractor's best skill and attention. Except as specifically set forth in the Contract Documents the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and for safety precautions and programs in connection with the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- h. The Contractor shall appoint a competent Project Manager with general authority to manage the Project for the Contractor. The Contractor shall also keep on the Project at all times during the Work of the Contractor a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Designer or by the Owner if a Designer is not retained for the Project.
- i. If, in the opinion of the Designer, any Subcontractor on the Project is incompetent or otherwise unsatisfactory, such Subcontractor shall be replaced by the Contractor with no increase in the Contract Price if and when directed by the Designer.
- j. The Contractor shall attend all progress conferences and all other meetings or conferences. The Contractor shall be represented at these progress conferences by a representative having the authority of the Project Manager and by such other representatives as the Designer may direct.
- k. Costs and expenses of providing samples for and assistance in any testing shall be borne by the Contractor. Any Work in which untested materials are used without written approval or written permission of the Owner or Designer shall be removed and replaced at Contractor's expense.
- l. The Contractor shall obtain all necessary permits including all permits required to complete the Work in compliance with local, state, and federal law.

## **5. PAYMENT & TAXES**

- a. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, and the Contractor hereby agrees to perform all of the Work for a sum not-to-exceed One Million Forty One Thousand Dollars (\$1,041,000.00). Not later than the fifth (5th) day of each calendar month the Contractor shall submit to the Owner's Representative, generally the Designer if a Designer is retained on the Work, a Request for Payment for work done during the previous calendar month.
  - (i) The Request for Payment shall be in form of a standardized invoice or AIA Document G702-703 appropriately addressed to Owner's Representative at \_\_\_\_\_ and shall show substantially the value of work done during the previous calendar month.
  - (ii) The amount due for payment shall be ninety-five percent (95%) of the value of work completed since the last Request for Payment and this amount shall be paid by the

Owner on or before the last business day of the month. Owner shall retain five percent (5%) (the "Retainage").

- (1) Upon Owner's Representative's certification that fifty percent (50%) of the Work has been satisfactorily completed Retainage shall be reduced to two and one half percent (2½%).
  - (2) Upon Owner's Representative's certification that ninety percent (90%) of the Work has been satisfactorily completed Retainage may be discontinued. Retainage may be discontinued, at Owner's Discretion, so long as work continues to be completed satisfactorily and on schedule.
  - (3) The Owner may discontinue withholding retainage in accordance with the provisions of NCGS-143-(b1)(2) when the project is 50% complete.
- (iii) Final payment shall not be due to the Contractor until thirty (30) days after Final Completion of the Work, including punch list work, has been satisfactorily (as determined by the County) completed and an appropriate Affidavit, Indemnification, and Release as required in Section 5.4(e) of Exhibit 1 has been received and approved by Owner.
- b. Should Owner reasonably determine that Contractor has failed to perform the Work related to a Request for Payment, Owner, at its discretion may provide the Contractor ten (10) days to cure the breach. Owner may withhold the accompanying payment without penalty until such time as Contractor cures the breach.
    - (i) Should Contractor or its representatives fail to cure the breach within ten (10) days, or fail to reasonably agree to such modified schedule, Owner may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Contractor.
    - (ii) This section shall not be interpreted to limit the definition of breach to the failure to perform the Work related to a Request for Payment.
  - c. The Contractor has included in the Contract Price and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. It shall be the Contractor's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Contractor and each of its subcontractors.
  - d. Should the Owner receive notice that the Contractor has failed to pay a Subcontractor for the Work performed related to a Request for Payment, Owner shall have the authority to withhold payment of the disputed amount until parties resolve their dispute. Failure to pay the Contractor pursuant to this section of the Agreement shall not be deemed to be a breach of the Agreement.

## **6. NON-APPROPRIATION**

- a. Contractor acknowledges that Owner 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.

- b. In the event that public funds are unavailable or not appropriated for the performance of Owner's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Owner immediately upon written notice to Contractor of the unavailability or non-appropriation of public funds. It is expressly agreed that Owner shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement.
- c. In the event of a change in the Owner's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects Owner's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Owner upon written notice to Contractor of such limitation or change in Owner's legal authority.

## 7. NOTICES

Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Owner:	Contractor:
Orange County	Bar Construction Company, Inc.
Attn: Robert Williams	611-A Industrial Ave
P.O. Box 8181	Greensboro, NC 27406
Hillsborough, NC 27278	

## 8. MISCELLANEOUS

- a. Duties and Obligations imposed by the Contract Documents shall be in addition to any Duties and Obligations imposed by state, federal or local law, rules, regulations and ordinances.
- b. No act or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty granted them under the Contract Documents, nor shall any act or failure to act constitute any approval except as specifically agreed in writing.
- c. The Work shall be tested and inspected as required by the Contract Documents and as required by law. Unless prohibited by law the costs of all such tests and inspections related to state and federal codes such as ADA, Administrative, Electrical, Plumbing, Mechanical and Building Codes shall be borne by the Contractor. The costs for material and structural testing shall be conducted by an independent third party at the expense of the Owner. Delays related to any of the aforementioned tests and inspections shall not be grounds for delaying the completion of the work. If any such tests and inspections reveal deficiencies in the Work such that the Work does not comply with terms or requirements of the Contract Documents and the requirements of any code or law the Contractor is solely responsible for the cost of bringing such deficiencies into compliance with the terms of the Contract Documents and any code or law.
- d. Should the Designer, if a Designer is retained for the project involving the Work, or Owner reject any portion of the Work for failing to comply with the Contract Documents Contractor shall immediately, at Contractor's expense, correct the Work. Any such rejection may be made before or after substantial completion. If applicable, any additional expense borne by the Designer under this section shall be paid at Contractor's expense.

- e. The County has designated (*Robert Williams*) to act as the County's representative with respect to the Project and shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.
- f. The Contractor shall not assign any portion of this Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner.
- g. In the event of a breach by Contractor Owner has sole authority to determine the reasonableness of Contractor's actions to remedy such breach or complete the performance of its obligations.
- h. Upon request of the Owner, the Contractor shall submit to County all relevant documentation, including but not limited to, job cost records, to support its claims for final compensation and if such request is made final compensation shall not be due until all relevant documentation is received, reviewed, and approved by Owner.

## 9. CONSEQUENTIAL DAMAGES

- a. Owner and Contractor mutually waive any claim against each other for consequential damages. Consequential Damages include:
  - (i) Damages incurred by Owner for loss of use, income, financing, or business.
  - (ii) Damages incurred by Contractor for office expenses, including personnel, loss of financing, profit, income, business, damage to reputation, or any other non-direct damages.

## 10. ENTIRE AGREEMENT

All of the documents listed, referenced or described in this Agreement, the written Notice-to-Proceed, together with Modifications made or issued in accordance herewith are the Contract Documents, and the work, labor, materials, and completed construction required by the Contract Documents and all parts thereof is the Work. The Contract Documents constitute the entire agreement between Owner and Contractor. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures. If any provision of the Agreement or General Conditions shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

**ORANGE COUNTY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
Glenn Hodges President  
*Printed Name and Title*

ORD-2022-002

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** February 1, 2022

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

**SUBJECT:** Fiscal Year 2021-22 Budget Amendment #7

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**DEPARTMENT:** Finance and Administrative Services

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**ATTACHMENT(S):**

Attachment 1. Year-to-Date Budget  
Summary

**INFORMATION CONTACT:**

Rebecca Crawford, (919) 245-2152  
Gary Donaldson, (919) 245-2453

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**PURPOSE:** To approve a budget amendment for Fiscal Year 2021-22.

**BACKGROUND:**

**Rogers Road Community Center Remediation**

1. In December 2021, air quality testing was performed within the Rogers Road Community Center Building due to visible growth found during a building assessment. Staff immediately contacted Environmental Air Quality professionals to perform surface and air quality testing. The initial testing reflected toxigenic fungal growth within the main corridor and loaded counts of allergenic fungal growth within the air samples. The building was immediately closed and contained to avoid the health hazards associated with the fungal growth. Additional air quality testing and building assessment work will be completed to determine the source of the organic growth.

The largest concerns from the findings were the visible microbial growth observed on most of the contents throughout the building, on most of the walls, ceilings and supply registers throughout the building, and the particle counts were very elevated in most areas of the building that were tested. The elevated airborne particles have been proven to reduce energy and productivity in occupants, and can transport chemicals, odors and bacteria which may allow for odor issues or adverse health effects for sensitive or immunocompromised individuals. This budget amendment redirects \$199,519 of the \$407,543 in General Fund Federal Emergency Management Agency (FEMA) Backstop set aside in Budget Amendment #5-A to complete this remediation since the County has started receiving reimbursement for the COVID response. This amends the following capital projects in the County Capital Fund:

**Rogers Road Community Center Remediation (\$199,519) - Project # 10081**

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Transfer from General Fund	\$0	\$199,519	\$199,519
<b>Total Project Funding</b>	<b>\$0</b>	<b>\$199,519</b>	<b>\$199,519</b>

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Remediation Expenditures	\$0	\$199,519	\$199,519
<b>Total Costs</b>	<b>\$0</b>	<b>\$199,519</b>	<b>\$199,519</b>

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

- **GOAL: CREATE A SAFE COMMUNITY**

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

### West Campus Office Building Renovations

2. The third floor of the West Campus Office Building currently houses the Human Resources (HR) and Information Technologies (IT) Departments. The intent of this project is to reconfigure the third floor to accommodate the Finance & Administrative Services Department along with the two existing departments on the third floor of building. This will be accomplished by reconfiguring the existing spaces from a traditional office environment into a hybrid environment with fewer private offices. In addition, the existing reception area will be reduced in size creating space for the creation of two additional hybrid offices.

The Finance & Administrative Services Department moved from the John M. Link, Jr. Government Services Center building into rented facilities located at 405 Meadowlands Drive, Hillsborough in October 2019 due to deteriorating indoor environment conditions at the Link facility. The County executed a three year lease totaling \$98,000/yr to accommodate the Finance & Administrative Services Department. The lease is set to expire in October 2022.

County staff believes it would be preferable to relocate the Finance & Administrative Services Department into County owned space at the expiration of the current lease rather than continue to incur rental expenses. This budget amendment will utilize the Facility Master Plan – Hillsborough project to fund this work and will increase the funding by \$319,260 to \$598,427. Funding exists in the FY 2022-23 Capital Investment Plan (CIP) to further replenish the Facility Master Plan – Hillsborough project following these renovations. The budget amendment will redirect \$208,024 of the \$407,543 in General Fund FEMA Backstop set aside in Budget Amendment #5-A to complete this project since the County has started receiving reimbursement for the COVID response, as well as utilize \$111,236 in available funding in the completed Battle Courtroom Remediation Project.

**Facility Master Plan - Hillsborough (\$319,260) - Project # 10078**

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Alternative Financing	\$0	\$111,236	\$111,236
Transfer from General Fund	\$279,167	\$208,024	\$487,191
<b>Total Project Funding</b>	<b>\$279,167</b>	<b>\$319,260</b>	<b>\$598,427</b>

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Facility Master Plan Expenditures	\$279,167	\$319,260	\$598,427
<b>Total Costs</b>	<b>\$279,167</b>	<b>\$319,260</b>	<b>\$598,427</b>

**Battle Courtroom Remediation (-\$111,236) - Project # 10067**

Revenues for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Alternative Financing	\$151,430	(\$111,236)	\$40,194
Transfer from General Fund	\$534,000	\$0	\$534,000
<b>Total Project Funding</b>	<b>\$685,430</b>	<b>(\$111,236)</b>	<b>\$574,194</b>

Appropriated for this project:

	Current FY 2021-22	FY 2021-22 Amendment	FY 2021-22 Revised
Battle Courtroom Remediation Expenditures	\$685,430	(\$111,236)	\$574,194
<b>Total Costs</b>	<b>\$685,430</b>	<b>(\$111,236)</b>	<b>\$574,194</b>

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

**Street Outreach, Harm Reduction and Deflection Program**

- On January 12, 2022, the Chapel Hill Town Council authorized \$38,860 in funding for Orange County to expand the Street Outreach, Harm Reduction and Deflection (SOHRAD) program, adding a third peer navigator position through June 30, 2022. This amendment recognizes the revenue from Chapel Hill and creates a 1.0 Time Limited FTE in the Community Development 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.

### **Technical Amendment – Housing**

4. With Budget Amendment #5-B, the Board authorized funding for a Housing Coordinated Entry Specialist with American Rescue Plan Act (ARPA) funds. However, the amendment did not include language increasing the FTE of that position along with that allocation of funding. This amendment corrects that error and increases the position authorization for that FTE to a 1.000 Housing Coordinated Entry Specialist Time Limited FTE through June 30, 2022.

**FINANCIAL IMPACT:** Financial impacts are included in the background information above. The Community Development Fund will increase by \$38,860, the Emergency Recovery Fund will decrease by \$407,543, and the County Capital Fund will increase by \$407,543.

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

**RECOMMENDATION(S):** The Manager recommends the Board approve the budget amendment for Fiscal Year 2021-22.

## Year-To-Date Budget Summary

*Fiscal Year 2021-22*

Fund Budget Summary	CSLRF Fund	Community Development Fund	County Capital	Emergency Relief Fund
Original Budget	\$0	\$948,056	\$0	\$14,419,861
Additional Revenue Received Through Budget Amendment #7 (February 1, 2022)				
Grant Funds	\$28,839,722	\$1,821,936	\$1,072,716	(\$14,419,861)
Non Grant Funds			\$668,043	
Fund Balance for Anticipated Appropriations (i.e. Encumbrances)				
Fund Balance Appropriated to Cover Anticipated and Unanticipated Expenditures			\$4,454,000	\$0
<b>Total Amended Budget</b>	<b>\$28,839,722</b>	<b>\$2,769,992</b>	<b>\$6,194,759</b>	<b>\$0</b>
Dollar Change in 2021-22 Approved Budget	\$28,839,722	\$1,821,936	\$6,194,759	(\$14,419,861)
% Change in 2021-22 Approved Budget	\$0	\$0	\$0	\$0

### Authorized Full Time Equivalent Positions

Original Approved Full Time Equivalent Positions (includes Permanent and Time Limited)	0.000	11.500	0.000	2.500
Changes to Full Time Equivalent Positions	3.500	0.500		-2.500
<b>Total Approved Full-Time-Equivalent Positions for Fiscal Year 2021-22</b>	<b>3.500</b>	<b>12.000</b>	<b>0.000</b>	<b>0.000</b>

**BOCC Meeting Follow-up Actions**

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

<b>Meeting Date</b>	<b>Task</b>	<b>Target Date</b>	<b>Person(s) Responsible</b>	<b>Status</b>
1/18/22	Review and consider request by Commissioner Price that staff review the Emergency Protocols and Procedures document and pursue any necessary updates	3/2022	Kirby Saunders	To be reviewed and updates incorporated as necessary
1/18/22	Review and consider request from a member of the public that the Board review actions by the Orange County Schools Board of Education relative to limiting free speech, promoting materials inappropriate for students in classrooms and libraries, etc.	2/2022	Bonnie Hammersley	<b>DONE</b> Manager has shared concerns with Orange County Schools Superintendent and requested that information be shared with Board of Education
1/18/22	Review and consider request from a member of the public that the Board review and end facemask requirements based on its impacts on students, inconsistent application, and health of the community	2/2022	Bonnie Hammersley	<b>DONE</b> Manager has shared concerns with Orange County Schools Superintendent and requested that information be shared with Board of Education
1/18/22	Review the Fourth Quarterly Report (2021 Q4) and 2021 Annual Report for Orange County's CDBG-CV Grant agenda item removed from the January 18, 2022 Business meeting and bring back to a future Board meeting as necessary	2/2022	Corey Root Erika Brandt	<b>DONE</b> Item reviewed by County Attorney and staff; Information Item included on February 1, 2022 Business meeting agenda providing update and follow-up on Board member comments

**INFORMATION ITEM**

**Tax Collector's Report - Numerical Analysis**

<b>Property Tax Collection - Tax Effective Date of Report: January 11, 2022</b>						
<b>Tax Year 2021</b>	<b>Amount Charged in FY 21-22</b>	<b>Amount Collected</b>	<b>Accounts Receivable</b>	<b>Amount Budgeted in FY 21-22</b>	<b>Remaining Budget</b>	<b>% of Budget Collected</b>
Real and Personal Current Year Taxes	\$ 165,001,124.00	\$ 160,154,391.32	8,118,293.52	165,001,124.00	\$ 4,846,732.68	97.06%
Real and Personal Prior Year Taxes	\$ 3,676,980.95	\$ 684,587.25	2,560,990.45	\$ 1,155,000.00	\$ 470,412.75	59.27%
<b>Total</b>	<b>\$ 168,678,104.95</b>	<b>\$ 160,838,978.57</b>	<b>\$ 10,679,283.97</b>	<b>\$ 166,156,124.00</b>	<b>\$ 5,317,145.43</b>	<b>96.80%</b>
Registered Motor Vehicle Taxes		\$6,131,679.93	\$6,598.08	\$ 10,339,468.00	\$ 4,207,788.07	59.30%
<b>Tax Year 2020</b>	<b>Amount Charged in FY 20-21</b>	<b>Amount Collected</b>	<b>Accounts Receivable</b>	<b>Amount Budgeted in FY 20-21</b>	<b>Remaining Budget</b>	<b>% of Budget Collected</b>
Real and Personal Current Year Taxes	\$ 154,198,531.00	\$ 149,767,946.65	7,455,704.87	\$ 154,198,531.00	\$ 4,430,584.35	97.13%
Real and Personal Prior Year Taxes	\$ 3,818,647.51	\$ 835,861.72	2,621,481.80	\$ 1,155,000.00	\$ 319,138.28	72.37%
<b>Total</b>	<b>\$ 158,017,178.51</b>	<b>\$ 150,603,808.37</b>	<b>\$ 10,077,186.67</b>	<b>\$ 155,353,531.00</b>	<b>\$ 4,749,722.63</b>	<b>96.94%</b>
Registered Motor Vehicle Taxes		\$6,173,020.79	\$14,920.20	\$ 10,770,627.00	\$ 4,597,606.21	<b>57.31%</b>
<b>2021 Current Year Overall Collection Percentage - Real &amp; Personal</b>			95.18%			
<b>2021 Current Year Overall Collection Percentage - with Registered Motor Vehicles</b>			95.34%			
<b>2020 Current Year Overall Collection Percentage - Real &amp; Personal</b>			95.26%			
<b>2020 Current Year Overall Collection Percentage - with Registered Motor Vehicles</b>			95.43%			

NAME	ACCOUNT NUMBER	BILLING YEAR	ORIGINAL VALUE	ADJUSTED VALUE	TAX	FEE	FINANCIAL IMPACT	REASON FOR ADJUSTMENT	TAX CLASSIFICATION	ACTION	Approved by CFO	Additional Explanation
Blake, James	59581838	2020	800	800	(13.35)		(13.35)	*Situs error (illegal tax)	RMV-VTS	Approve		
Blake, James	61593759	2020	7,520	7,520	(55.15)		(55.15)	*Situs error (illegal tax)	RMV-VTS	Approve		
Blake, James	58294531	2020	4,480	4,480	(32.85)		(32.85)	*Situs error (illegal tax)	RMV-VTS	Approve		
Blake, James	58609672	2020	1,880	1,880	(14.80)		(14.80)	*Situs error (illegal tax)	RMV-VTS	Approve		
Dowsett, Courtney L.	3182443	2019	19,580	0	(40.60)		(40.60)	Assessed in error (illegal tax)	Personal	Approve		Gap bill: Vehicle was sold during gap period
Thompson, Joseph	50088015	2021	21,430	15,858	(52.49)		(52.49)	High mileage (appraisal appeal)	RMV-VTS	Approve		
							<b>(209.24)</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.												



**MEMORANDUM**

**TO:** Board of County Commissioners  
**FROM:** Erika Brandt, Housing and Community Development Manager  
**CC:** Corey Root, Orange County Housing and Community Development Director  
 Hunter Fillers, Emergency Housing Assistance Coordinator  
**DATE:** February 1, 2022  
**SUBJECT:** Fourth Quarterly Report (2021 Q4) and 2021 Annual Report for Orange County’s CDBG-CV Grant  
**ATTACHMENTS:** Attachment 1: Quarterly Report on Orange County’s CDBG-CV Grant for Emergency Housing Assistance  
 Attachment 2: 2021 Annual Performance Report on Orange County’s CDBG-CV Grant for Emergency Housing Assistance

This memo is to inform the Board of County Commissioners (BOCC) about the fourth quarterly update for calendar year 2021, and an annual report for calendar year 2021, on Orange County’s Community Development Block Grant – Coronavirus (CDBG-CV) grant from the NC Department of Commerce.

**BACKGROUND:** On August 25, 2020, Governor Roy Cooper announced the availability of \$28 million from federal Community Development Block Grant – Coronavirus (CDBG-CV) funding to be disbursed to support rental and utility payments and prevent evictions for those with a demonstrated need. The funding will be distributed to eligible community agencies around the state that will work directly with North Carolinians on an application and disbursement process.

Orange County applied for and was awarded CDBG-CV funds to be used with the County’s existing Emergency Housing Assistance (EHA) program, which prevents eviction and homelessness by providing financial assistance to help Orange County residents with low incomes secure and maintain stable housing. EHA assistance is available to households in Orange County that earn no more than 30% of the area median income, have an urgent need for housing assistance, and lack resources to cover the cost of their housing need. The County received approval to begin expending CDBG-CV funds on March 17, 2021.

As part of the CDBG-CV grant compliance requirements, Orange County staff must provide quarterly written status reports to the Board of Commissioners on the use of CDBG-CV funds. Each quarterly report must be signed by the Chair and submitted to the NC Department of Commerce. The fourth quarterly report for the grant, covering the fourth quarter of calendar year 2021, covers funds disbursed from October 1 through December 31, 2021 (Attachment 1). Orange County must also submit an Annual

**Mailing Address**  
 P.O. Box 8181  
 Hillsborough, NC 27278

**Main Office**  
 300 W. Tryon Street  
 Hillsborough, NC 27278

**Satellite Office**  
 2501 Homestead Road  
 Chapel Hill, NC 27516



Performance Report that covers CDBG-CV activities for the whole calendar year 2021 (Attachment 2). It is important to note that this Report has been updated since the January 18, 2022 BOCC meeting to include activities funded not only by the CDBG-CV grant funds, but also other funds leveraged through the EHA program in 2021 (CARES Act, ARPA, and local funds).

The BOCC removed the Report from the Business meeting agenda on January 18, 2022 for discussion at a future meeting. In conversation with NC Department of Commerce, staff confirmed January 31, 2022 as the priority deadline for submission and the need for only the Board Chair's signature. Chair Price signed the required documents (Attached) and staff submitted the Report to Commerce. Questions remained from the January 18, 2022 BOCC meeting that staff wanted to clarify for the Board. Clarification of those questions and issues follow.

In the Annual Performance Report (Attachment 2), the total number of households assisted in 2021 can be found at the bottom of the "Activity Indicators" section, in the "Actual (2021)" column under the "Public Service Program Indicators" block. The total number of households assisted was 707. On the following page, under the "Other Indicators: Accomplishments and Beneficiaries" section, there are two subsections that break down the total number of households assisted, by income level and race, respectively.

In the "Income Levels" subsection, the numbers in each income category sum to equal the total number of households assisted (i.e., 573 extremely low-income households + 105 low-income + 29 moderate-income = 707 total households). Similarly, in the "Race" subsection, the numbers in the "Total" column sum to equal the total number of households assisted. This subsection is further broken out to show renters versus homeowners; the numbers in both the "Owner" and "Renter" sections must be summed to reach the total households assisted (i.e., 16 White homeowners + 31 Black homeowners + 2 Asian homeowners + 9 multi-racial homeowners + 179 White renters + 331 Black renters + 3 Asian renters + 3 American Indian/Alaskan Native renters + 133 multi-racial renters = 707 total households). Also of note, there is a column for Ethnicity, which is a subset of the "Total" column; so, for example, the 27 White and Hispanic renters shown in that table are a subset of the 179 total White renters.

Additionally, any discrepancy between the year 2021 and 2020 was caused by an error with the Report template provided by Commerce. The Report information only pertains to 2021 grant funds and the date has been corrected.

## Attachment 1



### Quarterly Report on Orange County's CDBG-CV Grant for Emergency Housing Assistance

Quarter: 2021 Q4

Amount of Funds Disbursed: \$136,829.62

Number of Households Assisted: 38

#### DEMOGRAPHICS

Applicant Race	Count	% of Total	Applicant Ethnicity	Count	% of Total
White/Caucasian	13	34.2%	Hispanic and/or Latinx	7	18.4%
Black/African American	18	47.4%	Not Hispanic and/or Latinx	31	81.6%
Multiracial	7	18.4%			

Household Income	Count	% of Total
30% AMI	32	84.2%
50% AMI	4	10.5%
60% AMI	2	5.3%

#### ASSISTANCE PROVIDED

Expense Type	Amount	% of Total Funds Disbursed
Rent Payments (current and/or future)	\$37,247.07	27.2%
Rent Arrears	\$33,477.72	24.5%
Utility Payments	\$16,078.89	11.8%
Mortgage Payments	\$26,352.93	19.3%
Mortgage Arrears	\$18,598.01	13.6%
Security Deposit	\$4,820.00	3.5%
Application Fees + Other Lease Fees	\$255.00	0.2%

This quarterly report was received and reviewed by the Orange County Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

A handwritten signature in cursive script that reads "Renée A. Price".

Renée Price, Chair

Orange County Board of Commissioners

Attachment 2

**NORTH CAROLINA DEPARTMENT OF COMMERCE  
STATE ADMINISTERED COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
2021 ANNUAL PERFORMANCE REPORT COVER PAGE**

**Grantee Name:** Orange County, NC  
**Grant Number:** 20-V-3505  
**Grants Management Representative:** Maria Dewees  
**Grantee Address:** Office: 300 W. Tryon Street, Hillsborough, NC 27278 | Mailing: PO Box 8181, Hillsborough, NC 27

**Preparer Information**

**Name:** Maria Dewees  
**Address:** PO Box 8181, Hillsborough, NC 27278  
**Telephone Number:** 919-245-2490  
**Email Address:** mdewees@orangecountync.gov  
**Local Government Primary Contact:** Maria Dewees  
**Phone Number:** 919-245-2490  
**Email:** mdewees@orangecountync.gov

The Annual Performance Report (APR) is required by 4 NCAC 19L.1101. **One original signed hardcopy of this report must be submitted to NC Commerce by January 31, 2022.** The grant recipient's Board Designated Representative certifies on this signatory Cover Page that all the Data in the APR Report are true and correct to the best of her/his knowledge and belief.

Renee Price  
 Chair, Orange County Board of Commissioners

\_\_\_\_\_  
 Typed Name of Authorized Representative

*Renee A. Price*

\_\_\_\_\_  
 Signature and Date of Authorized Representative

NC COMMERCE - RURAL DEVELOPMENT OFFICE USE ONLY			
Documents Included:			
Coversheet	<input type="checkbox"/>	Contractor Info	<input type="checkbox"/>
Main Summary	<input type="checkbox"/>	Fair Housing Report	<input type="checkbox"/>
Activity Indicators	<input type="checkbox"/>	LAP Report	<input type="checkbox"/>
Other Indicators	<input type="checkbox"/>	Section 3 Form	<input type="checkbox"/>
		Section 504 Report	<input type="checkbox"/>

**Main Summary**

Grantee: Orange County, NC

Grant Number : 20-V-3505

*Note: Reconstruction activities, Clearance activities related to Rehabilitation and Temporary Relocation related to Rehabilitation should all be classified under Rehabilitation.*

Contents	Check
Acquisition	
Architectural Barriers	
Clearance Activities	
Code Enforcement	
Disposition	
Fire Protection	
Flood & Drainage	
Historic Preservation	
Machinery & Equipment	
Neighborhood Facilities	
Other Activities	
Other Public Facilities	
Parking Facilities	
Parks & Playgrounds	
Pedestrian Improvements	
Public Services	X
Public Utilities	
Rehabilitation, Commercial	
Rehabilitation, Private	
Rehabilitation, Public	
Relocation Assistance	
Senior Handicapped Centers	
Sewer Improvements	
Solid Waste Facilities	
Street Improvements	
Water and Sewer	
Water Improvements	
Working Capital	
Contractor Information	

An Activity Indicator Form or Other Indicators Form are not required for Administration or Planning.  
Please provided the requested information below:

Administration		
		State Office Use Only
Budgeted :	\$ 90,000.00	
Requisitions Paid between 01/01/2021 and 12/31/2021:	\$ 64,537.43	

Planning		
		State Office Use Only
Budgeted :		
Requisitions Paid between 01/01/2021 and 12/31/2021:		

**2021 Annual Performance Report  
Activity Indicators**

<b>Grantee: Orange County, NC</b>	<b>Check (X) C-1:</b>	
<b>Project Name: Emergency Housing Assistance</b>	<b>Check (X) E-1:</b>	
<b>Grant Number: 20-V-3505</b>	<b>Check (X) L-1:</b>	
<b>Activity Name, Number and Code:</b> <i>Select from Dropdown list below</i>		
<b>Amount of money leveraged for the activity, if applicable</b> <i>(Funds other than CDBG fund as part of activity.)</i>	<b>\$1,617,133</b>	

*(Proposed is for entire grant activity. Actual is only for the year 2021.)*

<b>Housing Program Indicators</b>	<b>Proposed (For Entire Grant)</b>	<b>Actual (2021)</b>
<b>Housing Activities</b>		
<b>Single Units -Rental</b>		
Total number of <b>rental</b> units acquired		
Total number of <b>rental</b> units cleared		
Total number of <b>rental</b> units disposed		
Total number of <b>rental</b> households relocated		
Total number of <b>rental</b> units rehabilitated		
Number of units brought from substandard to standard condition (NC Rehab Standards)		
Number of units brought into compliance with the lead safe housing rule (24 CFR part 35)		
Number of units occupied by elderly (62 years of age or above)		
<b>Single Units - Owner</b>		
Total number of <b>owner</b> units acquired		
Total number of <b>owner</b> units cleared		
Total number of <b>owner</b> units disposed		
Total number of <b>owner</b> households relocated		
Total number of <b>owner occupied</b> units rehabilitated		
Number of units brought from substandard to standard condition (NC Rehab Standards)		
Number of units brought into compliance with the lead safe housing rule (24 CFR part 35)		
Number of units occupied by elderly (62 years of age or above)		
<b>Multi-Units Rental</b>		
Total number of <b>rental</b> units acquired		
Total number of <b>rental</b> units cleared		
Total number of <b>rental</b> units disposed		
Total number of <b>rental</b> households relocated		
Total number of <b>rental</b> units rehabilitated		
Number of units brought from substandard to standard condition (NC Rehab Standards)		
Number of units brought into compliance with the lead safe housing rule (24 CFR part 35)		
Number of units occupied by elderly (62 years of age or above)		
<b>Development of Single-Family Housing</b>		
Total number of <b>owner</b> units created		
Number of affordable units created		
<b>Development of Multi-Unit Rental Housing</b>		
Total number of <b>rental</b> units created		
Total number of <b>rental</b> units rehabilitated		
Number of affordable units created		



**2021 Annual Performance Report  
Activity Indicators**

Number of persons assisted		
Number of persons assisted with <b>new</b> access to a public facility		
Number of persons assisted with <b>improved</b> access to a public facility		
Number of persons assisted where public facility quality was improved		
<b>Non-Economic Development Public Infrastructure Program Indicators</b>	<b>Proposed</b> <i>(For Entire Grant)</i>	<b>Actual</b> <b>(2021)</b>
<b>Water</b>		
Number of persons assisted		
Number of persons assisted with <b>new</b> access to public water		
Number of persons assisted with <b>improved</b> access to public water		
Number of persons assisted where public water quality was improved		
<b>Sewer</b>		
Number of persons assisted		
Number of persons assisted with <b>new</b> access to public sewer		
Number of persons assisted with <b>improved</b> access to public sewer		
Number of persons assisted where public sewer quality was improved		
<b>Streets</b>		
Number of persons assisted		
Number of persons assisted with <b>new</b> access to public streets		
Number of persons assisted with <b>improved</b> access to public streets		
Number of persons assisted where public street quality was improved		
<b>Drainage</b>		
Number of persons assisted		
Number of persons assisted with <b>new</b> access to public drainage		
Number of persons assisted with <b>improved</b> access to public drainage		
Number of persons assisted where public drainage quality was improved		
<b>Sidewalks</b>		
Number of persons assisted		
Number of persons assisted with <b>new</b> access to public sidewalks		
Number of persons assisted with <b>improved</b> access to public sidewalks		
Number of persons assisted where public sidewalk quality was improved		
<b>Other Public Infrastructure</b>		List:
Number of persons assisted		
Number of persons assisted with <b>new</b> access to public sidewalks		
Number of persons assisted with <b>improved</b> access to public sidewalks		
Number of persons assisted where public sidewalk quality was improved		
<b>Public Service Program Indicators</b>		
Number of persons assisted	373	181
Number of persons with <b>new</b> access to service	298	90
Number of persons with <b>improved</b> access to service	373	181
Number of persons where service quality was improved	373	181
<b>Brownfield Projects</b>		
Number of square acres of brownfields remediated		

**Comments**

The numbers above reflect the amount of CDBG-CV funds requested that would be put to direct assistance (\$810,000) plus the amount of leveraged funds put to direct assistance (\$1,617,133).

For CDBG-CV funds alone, the number of persons assisted is 181; number of persons with new access to service is 90; number of persons with improved access to service is 181; and number of persons where service quality was improved is 181.

**2021 Annual Performance Report**  
**Other Indicators: Accomplishments and Beneficiaries**

<b>Grantee:</b>	Orange County, NC	<b>Check (X) C-1:</b>	
<b>Project Name:</b>	Emergency Housing Assistance	<b>Check (X) E-1:</b>	
<b>Grant Number:</b>	20-V-3505	<b>Check (X) L-1:</b>	
<b>Activity Name, Number and Code: Public Services, 1036, 7</b>			

	<b>Check Box</b>
<b>Units</b>	
<b>Households</b>	X
<b>Persons</b>	

<b>Budgeted \$</b>	\$	2,427,133.00
<b>Actual \$</b>	\$	2,484,292.00

<b>General Information</b>	<b>Proposed (For Entire Grant)</b>	<b>Actual (2021)</b>
Total Jobs		
Linear Feet		
Square Feet		
Properties		
Households Benefiting	373	707
Rental Units		
One to One Replacement		
Displacements		
594 accessible units		
Elderly		
Female-Head of Household		
<b>Census Data</b> ( <a href="http://www.census.gov/">http://www.census.gov/</a> ) or ( <a href="http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml">http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml</a> )	<b>Proposed (For Entire Grant)</b>	<b>Actual (2021)</b>
County Code	37135	37135
Census Tracts	NC135010701 NC135010704 NC135010705 NC135010706 NC135010801 NC135010802 NC135010901 NC135010902 NC135011101 NC135011102 NC135011202 NC135011203 NC135011204	NC135010701 NC135010704 NC135010705 NC135010706 NC135010801 NC135010802 NC135010901 NC135010902 NC135011101 NC135011102 NC135011202 NC135011203 NC135011204
Block Groups		
<b>Income Levels</b>	<b>Proposed (For Entire Grant)</b>	<b>Actual (2021)</b>
Please Select One: <input checked="" type="checkbox"/> Households <input type="checkbox"/> Persons		
Extremely Low	273	573
Low	100	105
Moderate		29
Non-Low/Moderate		
<b>Total</b>	<b>373</b>	<b>707</b>

**2021 Annual Performance Report**  
**Other Indicators: Accomplishments and Beneficiaries**

Race Code	Proposed		Actual	
	<i>(For Entire Grant)</i>		<i>(2021)</i>	
Please Select One: <input checked="" type="checkbox"/> Households <input type="checkbox"/> Persons				
<b>Owner</b>	<b>Total</b>	<b>Hispanic</b>	<b>Total</b>	<b>Hispanic</b>
11 White	4	3	16	3
12 Black/African American	3		31	
13 Asian	1		2	
14 American Indian/Alaskan Native				
15 Native Hawaii/Other Pacific Islander				
16 American Indian/Alaskan Native & White				
17 Asian & White				
18 Black/African American & White				
19 Amer. Indian/Alaskan Native & Black/African Amer.				
20 Other multi-racial			9*	
<b>Race Code</b>	Proposed		Actual	
Please Select One: <input checked="" type="checkbox"/> Households <input type="checkbox"/> Persons	<i>(For Entire Grant)</i>		<i>(2021)</i>	
<b>Renter</b>	<b>Total</b>	<b>Hispanic</b>	<b>Total</b>	<b>Hispanic</b>
11 White	226	173	179	27
12 Black/African American	113		331	5
13 Asian	19		3	
14 American Indian/Alaskan Native	3		3	
15 Native Hawaii/Other Pacific Islander				
16 American Indian/Alaskan Native & White				
17 Asian & White				
18 Black/African American & White	1			
19 Amer. Indian/Alaskan Native & Black/African Amer.				
20 Other multi-racial	3		133*	82*
<b>Survey Data</b>				
Percent of low and moderate income in service area				
Total number of low and moderate income in service area				
Total number of low and moderate income universe				

**Comments:** *If you are designating the number of households, how many households are in each unit and how many persons per household.*

The numbers above reflect the amount of CDBG-CV funds put to direct assistance (\$691,369 of the \$810,000 budgeted) plus the amount of leveraged funds put to direct assistance (\$1,792,923 - more than the \$1,617,133 originally budgeted).

**Footnotes:**

\*Of the 9 Owner households in the "Other multi-racial" category, 8 households provided race data that fell within this category and 1 household provided no race data and so was classified as "Other". Of the 133 Renter households in the "Other multi-racial category", 114 households provided race data that fell within this category (including 81 Hispanic households) and 19 provided no race data (including 1 household that provided no race data but did designate Hispanic ethnicity) and so were classified as "Other".